



Renewable energy buyback

Terms and Conditions

For purchase of Renewable Source Electricity –
Electricity Industry (Licence Conditions) Regulations 2005 (WA)

Horizon Power (Integrated Regional License)
North West Integrated System and
Regional Non-Interconnected Systems

This contract will no longer be offered beyond 30 June 2012

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1. Definitions

The meanings of the terms used in this Contract are set out below:

Application Form means the form entitled “Application Form, Renewable Energy buy-back Scheme(REBS) Network Connection Application Form for Eligible Customers”.

Contract means an Application Form signed by the Customer, which is approved by Horizon Power, together with these Terms and Conditions for the Purchase of Renewable Source Electricity.

Customer means the applicant specified in the Application Form.

Electricity Supply Agreement means a contract for the supply of electricity by Horizon Power to the Customer at the Premises (whether under a written contract or pursuant to the *Electricity Industry Act 2004 [WA]*).

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Network means the electricity network known as the “North West Interconnected System” or the relevant regional non-interconnected electricity transmission and distribution system owned and operated by Horizon Power (as applicable).

Premises means the premises nominated in the Application Form, owned or occupied by the Customer.

Renewable Source Electricity means electricity generated by a System.

System means:

- (a) a system of photovoltaic arrays,
- (b) a system of wind turbines,
- (c) a hydro power system, or
- (d) another system for the generation of electricity from a renewable energy source,

that has a generating capacity exceeding 500W but not exceeding 30kW located (or if the context requires, to be installed) on the Premises.

2. Commencement date – existing customer

If the Customer has an existing Electricity Supply Agreement, the sale of electricity by the Customer to Horizon Power in accordance with this Contract, shall commence on the date on which the Customer’s System and the necessary metering equipment have been installed by Horizon Power, in accordance with clause 6.1 and is connected and ready to import and export electricity to and from the Network.

3. Commencement date – new customer

- 3.1 If the Customer does not have an existing Electricity Supply Agreement:
 - 3.1.1 The terms and conditions of this Contract are subject to, and are of no force and effect, until the Customer and Horizon Power enter into an Electricity Supply Agreement; and
 - 3.1.2 The sale of electricity by the Customer in accordance with this Contract shall commence on the date which is the later of the date on which the Customer and Horizon Power enter into an Electricity Supply Agreement under clause 3.1.1 or the date on which the Customer's System and the necessary metering equipment have been installed by Horizon Power in accordance with clause 6.1 and is connected and ready to import and export electricity to and from the Network.
- 3.2 If the Customer and Horizon Power have not entered into an Electricity Supply Agreement under clause 3.1.1 by the date which is three months after the date of Horizon Power approving the Customer's Application Form, then either party may terminate this Contract by giving the other party 10 days prior notice in writing.

4. Technical requirements

- 4.1 The Customer shall abide by the technical and other requirements set out in the Horizon Power document entitled "Technical requirements for energy systems connected to the low voltage (Lv) network via inverters" dated January 2009 (as updated and amended from time to time).
- 4.2 If the Customer fails to comply with clause 4.1 or clause 8.2, Horizon Power may take appropriate action (including disconnection of the relevant export metering equipment) to ensure that no Renewable Source Electricity is exported to the Network from the Customer's System or the Premises and clause 7.5 will apply.

5. Renewable energy sale rates

- 5.1 Horizon Power will purchase Renewable Source Electricity from the Customer at the applicable tariff rate that is specified in Schedule A. The sale and purchase rates are subject to change from time to time.
- 5.2 The parties acknowledge and agree that this Contract only governs the sale of Renewable Source Electricity by the Customer to Horizon Power. The purchase of electricity by the Customer from Horizon Power is governed by the terms of the Electricity Supply Agreement.
- 5.3 If the Customer is supplied greenSelect under the Electricity Supply Agreement, then Horizon Power will purchase renewable energy from the Customer at the A2 Tariff rate. See Schedule A: Sale and Purchase Rates for further information. (Nb: The sale and purchase rates are subject to change from time to time.)

6. Meters

- 6.1 Horizon Power will, as soon as reasonably practicable after the date of this Contract, supply and install any metering equipment (including import and export meters or bi-directional meters) required to be installed at the Premises to facilitate the sale of Renewable Source Electricity by the Customer to Horizon Power under this Contract. The Customer must provide a safe and secure place for installation and operation of that metering equipment.
- 6.2 The Customer shall pay all costs associated with the supply and installation of metering equipment at the Premises by Horizon Power under clause 6.1 (which as at the date of this Contract are as set out in Schedule b). The Customer must pay those costs within 14 days of receiving an invoice for those costs from Horizon Power (regardless of whether the System is installed or commissioned).
- 6.3 The metering equipment always remains the property of Horizon Power.

7. Customer's system

- 7.1 upon completion of the installation of the Customer's System, the completed and duly signed original Certification of Commissioning Form shall be provided to Horizon Power by the Customer to confirm that the Customer's System has been properly installed and commissioned.
- 7.2 Following completion of the installation of the Customer's System, a test of the System may be conducted (at a time and date mutually agreed by the Customer and Horizon Power) by a licensed electrician appointed by Horizon Power to establish that the Customer's System complies with all technical requirements.
- 7.3 A test of the Customer's System may include:
 - 7.3.1 Disconnection of the Horizon Power supply to the Premises with a Network trip;
 - 7.3.2 Auto-reconnection to the Network;
 - 7.3.3 operational testing of residual current devices when fed only from the Customer's System; and
 - 7.3.4 Inspection of the Customer's System for compliance with relevant standards and technical requirements.
- 7.4 Horizon Power shall read the metering equipment (including the import meter and the export meter or the bi-directional meter (as applicable)) installed at the Premises as part of the meter reading procedures applicable under the Electricity Supply Agreement and the Customer shall facilitate access for this purpose.
- 7.5 Horizon Power will only take delivery of, purchase and pay for Renewable Source Electricity actually received by the Network and measured by the export metering equipment installed at the Premises.

- 7.6 If the Network is unable to accept Renewable Source Electricity exported from the Customer's System for any reason, or if the Customer does not generate or export Renewable Source Electricity from the Customer's System to the Network for any reason, no moneys or other compensation shall be payable by Horizon Power to the Customer.
- 7.7 The Customer's System may be disconnected from the Network for operational reasons or for planned maintenance at times mutually agreed between Horizon Power and the Customer.
- 7.8 Horizon Power may disconnect the Customer's System from the Network at any time without notice in an Emergency. In this clause 7.8, Emergency means an actual or imminent situation that in Horizon Power's opinion would or is likely to jeopardise Network integrity or public or personal safety.

8. Approvals and liaison

The Customer shall:

- 8.1 obtain and maintain all necessary licenses, permits and/or approvals from all government Agencies (including building and planning approvals) required for it to generate Renewable Source Electricity;
- 8.2 maintain the Customer's System (and all associated equipment) in good working and reliable order;
- 8.3 Notify Horizon Power in advance of any maintenance work which is planned in relation to the Customer's System that may affect the Network and coordinate such maintenance with any maintenance work required by Horizon Power on the Network to the extent that Horizon Power's work will affect the supplies to and from the Customer's Premises; and
- 8.4 obtain Horizon Power's prior consent to any proposed changes to the Customer's System (including operational, structural and functional changes) including in particular any changes in the Customer's System generation capacity or export capacity.

9. Billing and payment

- 9.1 Horizon Power must issue a bill for electricity consumed by the Customer under the Electricity Supply Agreement. on that bill, Horizon Power must also set out the amounts payable by Horizon Power to the Customer for the purchase of Renewable Source Electricity exported from the Customer's System to the Network based on Horizon Power's meter readings of the export metering equipment under clause 7.4 and the renewable energy sale rate which applies under clause 5 (Renewable Source Electricity amount).
- 9.2 on the bill issued pursuant to clause 9.1, Horizon Power shall credit to the Customer the Renewable Source Electricity amount.

- 9.3 If the amount in credit on a bill exceeds the amount in debit by more than \$100, then Horizon Power shall pay the balance to the Customer, on written request.
- 9.4 Horizon Power may estimate bills (including debits and credits) in accordance with the provisions of the Electricity Supply Agreement (modified to include export meters) or any applicable law where the metering equipment is faulty or consumption and energy flows (including import and export) are not properly recorded.

10. Termination

- 10.1 The Customer may terminate this Contract at any time by giving at least three months' written notice to Horizon Power.
- 10.2 Subject to clause 10.3, Horizon Power may terminate this Contract at any time if the Customer sells or transfers or vacates the Premises. The Customer must inform the new owner or occupant of the Premises that it must submit a new Application Form if it wishes to sell Renewable Source Electricity to Horizon Power.
- 10.3 If the Customer wishes to lease or sublease the Premises, then the Customer must obtain the prior written consent of Horizon Power.
- 10.4 If the Customer fails to comply with any of its obligations under this Contract, Horizon Power may give a notice in writing to the Customer requiring the Customer to cure the default and if the Customer fails to cure the default within the time specified by Horizon Power, Horizon Power may terminate this Contract by giving 14 days' notice in writing to the Customer.
- 10.5 upon termination of this Contract, the Customer shall ensure that no Renewable Source Electricity is exported to the Network from the Customer's System or the Premises.
- Horizon Power may take appropriate action (including disconnection of any export metering equipment installed at the Premises) to ensure that no Renewable Source Electricity is exported to the Network from the Customer's System or the Premises and the customer shall pay all associated costs.
- 10.6 Horizon Power must pay to the Customer any outstanding amount payable to the Customer under this Contract within 29 days of termination of this Contract.
- 10.7 The termination of this Contract does not affect the continued operation of the Electricity Supply Agreement.

11. Liability for damage

- 11.1 The Customer is responsible for the Customer's System and its use. The Customer agrees that Horizon Power will not be liable for any loss, damage or injury that may be caused by the Customer's System or its use.
- 11.2 The Customer must install adequate protection devices to protect the Customer's System from faults (including without limitation, power surges) on the Network. Horizon Power will not accept liability for any loss or damage to the Customer's System or for any injury arising as a result of the Customer failing to install such protection devices.
- 11.3 Notwithstanding any other provision in this Contract and to the extent permitted by law, Horizon Power will not be liable to the Customer for any business interruption loss, lost profits, loss of an opportunity, the Customer's liability to third parties under a contract or otherwise or any consequential or indirect loss arising from, or in connection with, this Contract including by reason of breach of contract, negligence or breach of statutory duty.

12. Application of legislation

Nothing contained in this Contract shall in any way limit the operation or effect of any Act or regulations (or deprive Horizon Power of its rights or obligations thereunder) including the *Energy Operators (Powers) Act 1979 (WA)*, the *Electricity Corporation Act 1994 (WA)*, the *Electricity Industry (Licence Conditions) Regulations 2005 (WA)* and the *Electricity Industry Customer Transfer Code 2004 (WA)*.

13. Goods and Services Tax (GST)

- 13.1 unless otherwise stated, all amounts payable or the value of other consideration provided in respect of the supplies made under this Contract are exclusive of GST.
- 13.2 To the extent that any supply made under or in connection with this Contract is a taxable supply, the Party receiving the supply must pay an additional amount equal to the GST rate applying to the taxable supply multiplied by the sum of:
 - 13.2.1 any monetary consideration for the supply; and
 - 13.2.2 the GST exclusive market value of any non-monetary consideration for the supply.
- 13.3 Subject to the offset of an amount on a bill under clause 9, any additional amount payable as a result of the operation of clause 13.2 must be paid in Australian Dollars at the same time as the:
 - 13.3.1 payment of any monetary consideration; or
 - 13.3.2 provision of any non-monetary consideration.

- 13.4 Where any amount is payable to a Party as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or any other amount incurred by that Party, then such amount shall be reduced by any part of that loss, cost, expense or other amount which is attributable to GST for which that Party, or the representative member of any GST group of which that Party is a member, is entitled to an input tax credit.
- 13.5 Subject to clause 14, where in relation to this Contract a Party makes a taxable supply, that Party shall provide a Tax Invoice in respect of that supply at or before the time that the payment of GST is required under clauses 13.2 and 13.3.
- 13.6 If a Party becomes aware of an adjustment event, that Party agrees to notify the other Party as soon as practicable after becoming so aware, and the Parties agree to take whatever steps are necessary, including the issue of an adjustment note, and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than 14 days after the Supplier has satisfied itself that the adjustment event has occurred.
- 13.7 Terms defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning when used in this clause 13.

14. Agreement to use recipient created tax invoices

- 14.1 This clause 14 applies where the Customer is registered for GST.
- 14.2 The parties agree that:
- 14.2.1 Horizon Power can issue tax invoices in respect of the supplies made by the Customer under or in connection with this Contract; and
- 14.2.2 the Customer will not issue tax invoices in respect of these supplies.
- 14.3 Horizon Power warrants that it is registered for GST when it enters into this Contract and that it will notify the Customer if it ceases to be so registered.
- 14.4 The Customer warrants that it is registered for GST when it enters into this Contract and that it will notify Horizon Power if it ceases to be so registered.

15. Amendments

- 15.1 The Customer acknowledges that this Contract (including any prices set out in this Contract) are subject to change under the *Electricity Industry Act 2004 (WA)* and the *Electricity Industry (Licence Conditions) Regulations 2005 (WA)*.
- 15.2 If any change to the Contract are approved by the Coordinator of Energy, then Horizon Power will notify the Customer of such change and the Contract will be deemed to be amended to reflect that change on and from the date that the change is approved by the Coordinator of Energy.

16. Miscellaneous

- 16.1 If the whole or part of any of this Contract is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of the Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.
- This clause 16.1 has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.
- 16.2 This Contract is governed by the law in force in Western Australia from time to time, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the court of Western Australia.
- 16.3 This Contract constitutes the entire agreement between the parties about its subject matter and any previous agreements, understandings and negotiations on that subject matter cease to have any effect.
- 16.4 The rights, powers and remedies provided in this Contract are cumulative with and not exclusive of the rights, powers, or remedies provided by law independently of this Contract.
- 16.5 Subject to clause 16.1, no amendment or waiver of any of this Contract shall be valid or effective unless made in writing and duly executed by all Parties, in the case of an amendment, or by the Party giving the waiver.
- 16.6 The failure of any party to enforce at any time any provision of this Contract or to exercise any right, power or remedy provided by this Contract shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this Contract or any part thereof or the right of any party to enforce thereafter each and every term of this Contract and to exercise any such right. No waiver of any breach of a provision of this Contract shall be held to be a waiver of any other or subsequent breach.

17. Interpretation In this Contract:

- 17.1 Headings, underlining and bold type are for convenience only and do not affect the interpretation of this Contract.
- 17.2 The singular includes the plural and the plural includes the singular.]
- 17.3 other parts of speech and grammatical forms of a word or phrase defined in this Contract have a corresponding meaning.
- 17.4 An expression importing a person includes any company, partnership, joint venture, association,
- 17.5 A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and party, schedule, attachment or exhibit to, this Contract and a reference to this Contract includes any schedule, attachment and exhibit.

- 17.6 A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- 17.7 A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.
- 17.8 A promise on the part of two or more persons binds them jointly and severally.
- 17.9 No provision will be construed adversely to a party because that party was responsible for the preparation of this Contract or that provision.
- 17.10 A reference to a body, other than a party to this Contract (including an institute, association or authority), whether statutory or not:
- 17.10.1 which ceases to exist; or
- 17.10.2 whose powers or functions are transferred to another body; is a reference to the body which replaces it or which substantially succeeds to its power or functions.
- 17.11 Specifying anything in this Contract after the words “include” or “for example” or similar expressions does not limit what else is included. *Sale and Purchase Rates**

SCHEDULE A

Residential Customers

A2 TARIFF

Horizon Power buys from customer at	17.21c/kWh
Horizon Power sells to customer at	18.93c/kWh (includes GST)

Non-Profit Making Organisation or Educational Institutions

C2 TARIFF

(For C2 tariff customers not registered for GST)

Horizon Power buys from customer	
First 20 units per day	15.73c/kWh

(For C2 tariff customers registered for GST)

Horizon Power buys from customer	
First 20 units per day	17.30c/kWh
Horizon Power sells to customer	
First 20 units per day	17.30c/kWh (includes GST)
Between 20 – 1650 units per day	21.68c/kWh (includes GST)
More than 1650 units per day	19.56c/kWh (includes GST)

Sale and Purchase Rates*

SCHEDULE A

Residential Customers

A2 TARIFF

Horizon Power buys from customer at	17.21c/kWh
Horizon Power sells to customer at	18.93c/kWh (includes GST)

Non-Profit Making Organisation or Educational Institutions

C2 TARIFF

(For C2 tariff customers not registered for GST)

Horizon Power buys from customer First 20 units per day	15.73c/kWh
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(For C2 tariff customers registered for GST)

Horizon Power buys from customer First 20 units per day	17.30c/kWh
Horizon Power sells to customer First 20 units per day	17.30c/kWh (includes GST)
Between 20 – 1650 units per day	21.68c/kWh (includes GST)
More than 1650 units per day	19.56c/kWh (includes GST)

D2 TARIFF

Horizon Power buys from customer	15.73c/kWh
Horizon Power sells to customer	17.30c/kWh (includes GST)

L2 TARIFF – For eligible customers only

(For L2 tariff customers not registered for GST)

Horizon Power buys from customer First 20 units per day	19.71c/kWh
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(For L2 customers registered for GST)

Horizon Power buys from customer First 20 units per day	21.68c/kWh
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(For all L2 tariff customers)

Horizon Power sells to customer First 20 units per day	21.68c/kWh
Between 21 – 1650 units per day	21.68c/kWh
More than 1650 units per day	19.56c/kWh

* All rates are subject to change.

Metering Costs*

SCHEDULE B

BI-DIRECTIONAL METER COSTS

Single Phase Bi-directional Meter	\$205
Three Phase Bi-directional Meter	\$655
Meter re-programming fee	\$66

Existing properties **without** an existing bi-directional meter will require installation of a new bi-directional meter and will be charged for the new meter and the meter re-programming fee.

Existing properties **with** a bi-directional meter will require the meter to be re-programmed to enable reading of the exports from the renewable system, and will be charged the meter re-programming fee only.

New properties will have a bi-directional meter fitted on connection, and will only be charged the meter re-programming fee.

** All metering costs are subject to change and include GST.*