

Community Wave Customer Agreement Terms and Conditions

As at 6 June 2025



*Owned by the
people of WA*



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Terms and conditions

Background

A. Horizon Power supports the growth of Energy Assets across its Electricity System.

B. This Agreement sets out the terms and conditions of Horizon Power’s Community Wave, under which:

(a) Your Energy Assets will be connected to Horizon Power’s Electricity System

(b) Horizon Power manages Your Energy Assets through Coordination by monitoring, controlling and optimizing the generation output on Your Energy Assets; and

(c) upon installation and commissioning of one or more eligible Energy Assets, You may be eligible to participate in various saving and rebate programs run by Horizon Power.

1. Term

1.1 This Agreement starts from the Commencement Date and remains effective until it is terminated by either Party pursuant to clause 16.

2. What is Community Wave?

2.1 Community Wave is Horizon Power’s customer Energy Assets Coordination platform, which involves:

(a) assessment and approval by Horizon Power of Your Energy Assets at the Premises;

(b) connection of Your Approved Energy Assets to Horizon Power’s Electricity System; and

- (c) Coordination of Your Approved Energy Assets,

in accordance with the Technical Requirements and the terms and conditions of this Agreement.

- 2.2 By agreeing to the terms of this Agreement, You apply to join Community Wave.

3. Technical Requirements and related cooperation

- 3.1 You agree to:
 - (a) comply with the Technical Requirements; and
 - (b) do all things reasonably required by Horizon Power for Horizon Power to assess and confirm whether the Energy Assets at your Premises are suitable for Community Wave, including allowing for inspections by Horizon Power.
- 3.2 The Technical Requirements set out the requirements and processes that You and Your Installer must follow to connect Your Energy Assets under the Community Wave, including requirements for the:
 - (a) installation, maintenance and use of Your Energy Assets;
 - (b) processes for Your Energy Assets to become Approved Energy Assets; and
 - (c) installation of the Secure Gateway Device to enable Community Wave.
- 3.3 Once Your proposed Energy Assets are connected in accordance with the Community Wave aspects of the Technical Requirements, Your Approved Energy Assets will be subject to Coordination by Horizon Power under the terms of this Agreement.
- 3.4 The connection of any new Energy Assets for the purpose of Horizon Power's Community Wave will be subject to Horizon Power's assessment, approval and connection process as set out in clauses 3.1 to 3.3 above.

4. Use of internet connection at the Premises

- 4.1 You agree to, at Your own risk and cost, do all things Horizon Power reasonably requires in connection with Horizon Power's use and access of Your internet connection at the Premises, including ensuring that:
 - (a) any relevant hardware or software is connected to the internet, if required for the proper operation of the Secure Gateway Device; and
 - (b) the Approved Energy Assets at Your Premises remain accessible such that Horizon Power may undertake Coordination and access the Secure Gateway Device as required by it to perform its obligations under this Agreement.

5. Coordination

- 5.1 You acknowledge and agree that:
 - (a) Horizon Power is entitled to undertake Coordination in relation to Your Approved Energy Assets, through:
 - (i) directly or by remote means, increasing or decreasing electricity generated or exported by your Approved Energy Assets into the Electricity System (as part of the purchase of electricity by Horizon Power from You under the Distributed Energy Buyback Scheme or the Buyback Bonus), during which You may be unable to consume electricity generated by Your Approved Energy Assets;
 - (ii) managing electricity storage by directing:
 - A. electricity generated by Your Approved Energy Assets to charge a battery forming part of Your Approved Energy Assets; or

- B. electricity stored at a battery forming part of Your Approved Energy Assets to be used at the Premises or exported to the Electricity System,

subject to and in accordance with this Agreement.

- (b) Horizon Power is entitled to undertake Coordination in relation to Your Approved Energy Assets:
 - (i) to ensure the safety, security and reliability of Horizon Power's Electricity System;
 - (ii) to optimise supply and demand for electricity in balance for the benefits of the customers of Horizon Power as a whole;
 - (iii) during any period of disconnection of the Secure Gateway Device from the internet or from Your Approved Energy Assets; or
 - (iv) during any period of maintenance of Horizon Power's Electricity System,

and none of these terms are to be read as limiting the other.

- (c) Horizon Power will undertake Coordination prudently with a view to limiting any impact on You and in accordance with this Agreement.

5.2 During any period of Coordination:

- (a) the export of electricity from and the consumption of electricity by Your Approved Energy Assets may be adjusted or reduced such that it may generate no energy for consumption or storage at the Premises or for export;
- (b) You may not be entitled to any financial remuneration or compensation for renewable energy that could have been consumed, stored or exported if Horizon

Power had not undertaken Coordination;

- (c) Horizon Power is not liable to You for any loss, liability, cost or expense of any kind howsoever arising out of or in connection with the exercise by Horizon Power of its rights under this clause 5; and
- (d) Your ability to consume, store or export energy from Your Approved Energy Assets may be restricted for extended periods of time.

5.3 Coordination of Your Approved Energy Assets must only be undertaken by Horizon Power in accordance with Good Electricity Industry Practice.

5.4 Where Your Approved Energy Assets include battery assets (including EV chargers or other storage appliances), in exercising Coordination of Your Approved Energy Assets, Horizon Power will comply with the Technical Requirements, this Agreement and/or as otherwise agreed with you from time to time.

5.5 You acknowledge that Horizon Power retains the power to approve and connect Energy Assets across the Electricity System under Community Wave.

6. Forecast financial impact

6.1 You acknowledge and agree that:

- (a) Horizon Power is unable to confirm the extent of cost savings (if any) You may make as a result of installing and connecting Your Approved Energy Assets under Community Wave; and
- (b) the financial impact arising from Your installation and use of Your Approved Energy Assets may vary over time, including due to:
 - (i) the changing cost of energy, based

on Horizon Power's own rates and prices;

- (ii) feed in tariffs under the Distributed Energy Buyback Scheme and the Buyback Bonus;
- (iii) the exercise by Horizon Power of Coordination; and
- (iv) You consuming and paying for more power from Horizon Power during any period of Coordination.

7. The Secure Gateway Device

- 7.1 You grant Horizon Power or its Installer the right to install, monitor, maintain and remove (if applicable) the Secure Gateway Device.
- 7.2 You further agree to:
 - (a) keep the Secure Gateway Device installed at the Premises in the manner approved by Horizon Power;
 - (b) not tamper with, or allow or permit any other person to tamper with or interfere with the proper operation of, the Secure Gateway Device; and
 - (c) allow Horizon Power (or any of its authorised contractors) to access the Premises upon giving reasonable notice to inspect, maintain, modify, utilise, operate or replace the Secure Gateway Device or to do anything else reasonably required by Horizon Power to perform Coordination.
- 7.3 You acknowledge and agree that, despite anything in this Agreement or any agreement You have with the Installer, title in the Secure Gateway Device remains vested in Horizon Power until such time that Horizon Power (in its absolute discretion) advises in writing

otherwise.

8. Distributed Energy Buyback Scheme

- 8.1 If You are eligible for Horizon Power's Distributed Energy Buyback Scheme, Horizon Power will offer to purchase energy generated from Your Approved Energy Assets in accordance with the Distributed Energy Buyback Scheme.
- 8.2 Visit Horizon Power's website for information, including the applicable eligibility criteria, about the current Distributed Energy Buyback Scheme.

9. Buyback Bonus

- 9.1 You may be eligible for "Buyback Bonus", which is Horizon Power's product (instead of the Distributed Energy Buyback Scheme) to purchase electricity generated by Your Approved Energy Assets.
- 9.2 Visit Horizon Power's website for information, including the applicable eligibility criteria, about the current Buyback Bonus.

10. Boost

- 10.1 Horizon Power may run various rebate schemes for Energy Assets from time to time to support the uptake of our customers connecting Energy Assets to the Electricity System. We call these schemes "Boost".
- 10.2 Visit Horizon Power's website for information, including the applicable eligibility criteria, about the current Boost schemes.

11. Electricity Supply Agreement

The rights contained in this Agreement are in

addition to any rights set out in the Electricity Supply Agreement.

12. Approvals and liaison

12.1 You must, at Your own cost, in respect of Your Approved Energy Assets:

- (a) obtain and maintain all necessary licenses, permits or approvals from all Government Agencies;
- (b) maintain Your Approved Energy Assets in good working and reliable order;
- (c) notify Horizon Power in advance of any maintenance work which is planned in relation to Your Approved Energy Assets that may affect the Electricity System and coordinate such maintenance with any maintenance work required by Horizon Power; and
- (d) obtain Horizon Power's prior consent to any proposed changes to Your Approved Energy Assets including any changes in the generating, storage or output capacity of Your Approved Energy Assets.

12.2 You must, at Your own cost, promptly provide Horizon Power with information Horizon Power reasonably requests for the purposes of this Agreement. Information You provide to Horizon Power must not be misleading or deceptive. Horizon Power is permitted to:

- (a) use information provided by You; and disclose information provided by or collected from You to any Government Agency,
- (b) for purposes related to this Agreement or as required by any applicable Law.

13. Representations and warranties

13.1 You represent and warrant to Horizon Power on each day during the term of this Agreement, that You:

- (a) have authority and capacity to enter into this Agreement;
- (b) have read, understand, and comply with the Technical Requirements;
- (c) have all necessary approvals, consents or authorities from any owner, Horizon Power account holder, residents, owner's corporation or local authorities;
- (d) have procured an appropriate level of internet connection at Your Premises such that Your Approved Energy Assets can be connected and Coordinated under the Community Wave;
- (e) meet any other criteria specified by Horizon Power from time to time, acting reasonably, that is notified to You; and
- (f) either:
 - (i) are the owner of the Premises and have procured the consent of each occupant at the Premises; or
 - (ii) occupy the Premises and have obtained consent from the owner,in relation to the entry into and performance of the transaction contemplated under this Agreement, which You must provide to Horizon Power on demand.

13.2 You acknowledge that Horizon Power enters into this Agreement in reliance of the representations and warranties made by You under this Agreement from time to time.

14. Data and other information

14.1 You acknowledge and agree that:

- (a) Horizon Power is entitled to monitor, record and use Data in accordance with this Agreement;
- (b) Horizon Power may collect Data for so long as Your Approved Energy Assets

are connected to the Electricity System or the Secure Gateway Device is installed at the Premises;

- (c) all Data collected by Horizon Power may be accessed by Horizon Power and stored in Horizon Power's systems; and
- (d) Horizon Power is not obliged to provide You with or otherwise disclose to You any Data accessed or stored by Horizon Power.

14.2 To the extent that any Data is not owned by Horizon Power, You agree to grant Horizon Power a perpetual, irrevocable, worldwide, transferrable, sub-licensable licence (including the right to grant sub-licences on the same terms) to use that Data provided that the use of such Data is in compliance with applicable Laws.

14.3 Without limiting clause 14.2, Horizon Power may:

- (a) use information provided by You under or in connection with this Agreement; and
- (b) disclose information provided by or collected from You to the Installer and any Government Agency,

for purposes related to this Agreement or to carry out its functions in accordance with any applicable Laws.

15. Change of Customer

Where You anticipate no longer being a Customer with respect to the Premises, including through selling or renting the Premises to a potential New Customer, You acknowledge and agree that You will use Your best endeavours to procure the:

- (a) novation of this Agreement to the New Customer; or
- (b) New Customer's entry into an agreement on equivalent terms to this Agreement,

failing which, Horizon Power may terminate this Agreement in accordance with clause 16.2(b).

16. Termination

Termination by notice

- 16.1 Either Party may terminate this Agreement at any time by giving twenty (20) Business Days' written notice to the other Party at the notice details provided under this Agreement from time to time.

Termination for breach

16.2 Horizon Power may terminate this Agreement:

- (a) on five (5) Business Days' written notice to You if You are in breach of any provision of this Agreement and do not remedy that breach within ten (10) Business Days written notice of the breach; or
- (b) with immediate effect if You cease being a customer of Horizon Power and a New Customer does not agree to the novation of this Agreement or the entry into an agreement with Horizon Power as contemplated by clause 15.

Consequences of termination

16.3 If this Agreement is terminated in accordance with either of clause 16.1 or 16.2:

- (a) You must, if requested by Horizon Power, ensure Horizon Power (or any of Horizon Power's authorised contractors) is given safe and unimpeded access to such parts of the Premises as are necessary to remove the Secure Gateway Device from the Premises; and
- (b) it may result in Horizon Power disconnecting Your Approved Energy Assets from the Electricity System.

- 16.4 You acknowledge and agree that Horizon Power's rights under clause 16.3 are reasonable and necessary to protect its legitimate interests in respect of this Agreement.

17. Change in Law

Horizon Power may by written notice to You vary this Agreement:

- (a) as Horizon Power considers reasonably necessary to accommodate any change in, introduction, or repeal of any applicable Laws or where Horizon Power is permitted to do so by an applicable Law;
- (b) to make an administrative or typographical change; or
- (c) if that variation would result in, when considered overall, no net disadvantage to You,

and such variation will be deemed to be incorporated into this Agreement on the tenth Business Day following Horizon Power's written notice to You.

18. Liability and indemnity

- 18.1 You acknowledge that You are responsible for Your Approved Energy Assets and its use, and subject to clause 18.2, Horizon Power is not liable for Loss that may be caused by Your Approved Energy Assets or its use including any Loss caused by any Coordination undertaken by Horizon Power, except in respect of direct loss or damage caused by a fault in the Secure Gateway Device where such fault is due to a manufacturing defect (to the extent that Horizon Power is able to recover from the manufacturer) or Horizon Power's negligence.
- 18.2 Nothing in this Agreement is to be taken to exclude, restrict or modify any:

- (a) rights of recovery or compensation You may have under the Australian Consumer Law; or
- (b) condition, warranty, guarantee or right that You may have under Law, to the extent that Horizon Power is prohibited by Law from excluding, restricting or modifying them. All other conditions, warranties, guarantees and rights (including rights of recovery or to compensation), whether or not implied by Law, are, to the extent permitted by Law, excluded to the fullest possible extent but to the extent that We are unable to exclude any of the foregoing, is limited, at Horizon Power's election, to re-supplying the goods or services to You or compensating You for not providing those goods or services to You.

18.3 Subject to clause 18.2 and to the extent permitted by Law:

- (a) Horizon Power will not be liable to You for any Excluded Loss arising from, or in connection with the Agreement including in respect of any breach of this Agreement or negligence of Horizon Power; and
- (b) You are liable for and must indemnify Horizon Power against any Loss arising out of or in connection with Your breach of this Agreement including the Technical Requirements, or Your negligence or any damage caused to the Secure Gateway Device, which indemnity is reduced to the extent the Loss is caused or contributed to by the negligence of or breach of the Agreement by Horizon Power.

19. General

19.1 Notices

- (a) Any notice or other communication given

under this Agreement:

- (i) does not have to be in writing, unless the Agreement expressly requires that the notice or communication must be in writing;
- (ii) subject to clause 19.1(a)(iii), is taken to be received:
 - A. in the case of a verbal communication, at the time of the communication;\
 - B. in the case of hand delivery, on the date of the delivery; and
 - C. in the case of post, on the second business day after posting; and
 - D. in the case of email, on the date on which the sender's computer or other device from which the email was sent records that the email was successfully transmitted;
 - E. in the case of SMS, on the date on which the sender's device from which the SMS was sent records that the SMS was successfully transmitted; and
 - F. in the case of any other electronic means of communication, on the date on which the sender's device from which the notification was sent records that the notification was successfully transmitted.
- (iii) If received after 5.00pm or on a day other than a Business Day, is taken to be received on the next Business Day.

19.2 Electronic communication

- (a) You agree that Horizon Power can give information to You using electronic means where Horizon Power are permitted or required to give You

information by Law or under the terms of this Agreement.

- (b) Horizon Power can decide procedures as to how electronic communication will operate and what things can be communicated electronically.
- (c) If You are not able to receive information by electronic means, Horizon Power can decide to give information to You by such other means as mail.

19.3 No assignment

- (a) You must not transfer, assign or otherwise dispose of any of Your rights or obligations under the Agreement, without Horizon Power's prior written consent or unless it is expressly permitted by this Agreement.
- (b) Horizon Power can assign or novate the Agreement without notice to You to any person that Horizon Power believes has reasonable commercial and technical capability to perform Horizon Power's obligations under the Agreement.

19.4 Application of Laws

- (a) Nothing in the Agreement limits or excludes the rights, powers and remedies that Horizon Power has at Law (including under the Energy Operators (Powers) Acts 1979 (WA) and the Electricity Corporation Act 1994 (WA)) or in equity or otherwise excludes any consent You are deemed to have given Horizon Power under section 46(9) of the Energy Operators (Powers) Act 1979 (WA).
- (b) This Agreement also does not in any way limit Horizon Power's obligation to comply with the lawful directions of the Minister for Energy or the Coordinator of Energy or the Director of Energy Safety in relation to emergencies and safety or otherwise.

19.5 Entire Agreement

This Agreement, the Technical Requirements and all applicable Laws represent the entire agreement between You and Horizon Power relating to the matters covered by this Agreement.

19.6 Waiver

If Horizon Power does not enforce any right under the Agreement, then this must not be construed as a waiver of Horizon Power's rights under the Agreement.

19.7 Governing Law

This Agreement is governed by the laws of the State of Western Australia.

19.8 Severability

- (a) If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- (b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

20. Definitions and interpretation

In this Agreement, unless the context otherwise requires:

Agreement means the terms and conditions set out in this document.

Approved means, when used in connection with Energy Assets, means Energy Assets approved by Horizon Power for the purposes of this Agreement and where the foregoing is satisfied, includes those described in Schedule 1.

Australian Consumer Law means Schedule 2 to

the Competition and Consumer Act 2010 (Cth) as in force as a law of the Commonwealth under that Act, and as in force as a law of Western Australia under the Fair Trading Act 2010 (WA).

Business Day means any day except a Saturday, Sunday or public holiday in Western Australia.

Commencement Date means the commencement date set out in Schedule 1 or the date that You sign (including by electronic means) and agree to the terms of this Agreement.

Community Wave has the meaning given in clause 2.

Coordination has the meaning given to it under clause 5.1.

Customer, You or Your means the Customer as set out in Schedule 1.

Data means any data regarding electricity generation, storage, consumption and exportation at the Premises including:

- (a) data generated or transmitted by parts of Your Approved Energy Assets, including the amount of solar PV electricity generated, the amount of solar PV electricity exported to the Electricity System and the amount of conventional electricity imported from the Electricity System (including as generated or measured by the metering equipment);
- (b) any data or other information relating to Coordination at the Premises; and
- (c) information relating to the battery state of charge (where applicable), voltage, active power, reactive power, current and frequency, both on a net and a real-time basis.

Distributed Energy Buyback Scheme means the scheme established under Regulations 6 to 8A of the Electricity Industry (Licence Conditions) Regulations 2005 (WA).

Electricity Supply Agreement means a contract for the supply of electricity by Horizon Power to You at

the Premises (whether under a written contract or pursuant to the Electricity Industry Act 2004 (WA)).

Electricity System means the electricity network owned and operated by Horizon Power and connected to the Premises and includes the Secure Gateway Device.

Energy Assets means resources and assets that can generate or store electricity and include flexible loads that can alter demand in response to external signals, including rooftop solar, batteries, electric vehicle chargers and batteries and controlled loads such as water heaters, air conditioners and pool pumps, but does not include any plant and equipment owned or operated by Horizon Power.

Excluded Loss means business interruption loss, or loss of profits, or loss of opportunity, or Your liability to other people, whether under contracts or otherwise.

Good Electricity Industry Practice means the exercise of that degree of skill, diligence, prudence and foresight that would ordinarily be exercised by a reasonable and prudent person in the position of Horizon Power operating under licences issued by the Economic Regulation Authority, and consistently with applicable Law.

Government Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, responsible minister, department, office, commission, delegate, authority, instrumentality, tribunal, board, agency, entity or organ of government, whether Commonwealth, State, territorial or local, statutory or otherwise, in respect of a sovereign state, but does not include Horizon Power.

Horizon Power means Regional Power Corporation trading as Horizon Power (ABN 57 955 011 697) of Stovehill Road, Karratha, Western Australia.

Installer means the installer with whom You or Horizon Power have a contract to install (as applicable) Your Approved Energy Assets or the Secure Gateway Device at the Premises.

Law means common law, principles of equity, laws

made by parliament (which includes laws made by a State, Territory and Commonwealth parliament, regulations and other instruments under law or regulations, and consolidations, amendments, re-enactments or replacement of any of them), and the terms of any binding guideline, licence, approval, authorisation or direction issued by a Governmental Agency.

Loss means all losses, claims, actions, debts, liabilities, actions, costs, expenses, damage, compensation, sum of money, charge or liability of any kind, whether or not based on contract, statute, warranty, tort (including negligence), indemnity or otherwise.

New Customer has the meaning given in clause 15.

Party means You or Horizon Power, as applicable, and Parties means both of You and Horizon Power.

Premises means the premises which You own or occupy (as applicable) and where Your Approved Energy Assets is, or is to be, installed by the Installer, being the premises identified in Schedule 1.

Secure Gateway Device means a gateway device to be provided to You and installed on the Premises by the Installer which allows us to undertake Coordination.

Technical Requirements means:

- (a) Horizon Power's embedded generation connection technical requirements, being the "Basic EG Connection Technical Requirements" and "Low Voltage EG Connection Technical Requirements" as updated or amended by Horizon Power from time to time; and
- (b) any other technical requirements notified by Horizon Power to You from time to time.

20.1 In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporated;
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (d) a reference to a clause is a reference to a clause of the Agreement;
- (e) headings are included for convenience and do not affect the interpretation of the Agreement;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
- (h) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
- (i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- (j) if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made or the act must be done on the next Business Day; and
- (k) a reference to a monetary amount means that amount in Australian currency.

Schedule 1 Details of Customer, Premises and Energy Assets

Item	Details
Customer full name	
Premises	
Commencement Date	
Energy Assets to be Approved/ Approved Energy Assets	
Customer Signature [if in hardcopy]	

Contact us

If you require more information or have any questions about which tariff applies to you, please contact us:

Phone

1800 267 926

Email

enquiries@horizonpower-reply.com.au

Web

horizonpower.com.au

If you don't speak English we can arrange an interpreter service for you.

If you have hearing or speech difficulties please call
1800 461 499 (TTY)

For faults or emergencies, please call **13 23 51**

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