

# Smart Connect Solar Terms and Conditions Customer Agreement

Terms and Conditions  
As at 10 August 2023



**HORIZON**  
POWER

# Contents

<b>Background .....</b>	<b>3</b>
1. Term .....	3
2. Key Obligations .....	4
3. Use of internet connection at the Premises .....	5
4. Energy Management .....	5
5. Forecast financial impact .....	7
6. Title in Secure Gateway Device .....	8
7. Representations and warranties .....	8
8. Data and other information .....	9
9. Change of Customer .....	10
10. Termination .....	11
11. Change in Law .....	12
12. Liability and indemnity .....	13
13. General .....	14
14. Definitions and interpretation .....	17

# Terms and conditions

## Background

- (A) Horizon Power supports the growth of solar energy across its network.
- (B) As a prudent vertically integrated electricity system operator, Horizon Power understands that the growth of solar energy in systems like those Horizon Power operates carries network and system risks, which can be managed by allowing Horizon Power to monitor and control the generation of energy by Renewable Energy Systems.
- (C) Energy Management allows Horizon Power to monitor and control the generation output of its customers' Renewable Energy Systems in order to prevent any potential adverse effects associated with solar photovoltaic system generation.
- (D) Under this Agreement, You agree that Your Renewable Energy System will be installed subject to Energy Management, which will allow Horizon Power to monitor and control the generation output on Your Renewable Energy Systems.
- (E) You understand that this will allow Horizon Power to reduce the amount of electricity produced by your Renewable Energy System.

## 1. Term

- 1.1 This Agreement starts from the Commencement Date and terminates on the date on which this Agreement is terminated by Horizon Power pursuant to clause 10.

## 2. Key Obligations

2.1 You acknowledge and agree to:

- (a) comply with the requirements of this Agreement and the Technical Requirements;
- (b) permit the Installer to install at the Premises the Secure Gateway Device as part of your Renewable Energy System; and
- (c) for so long as the Renewable Energy System is connected to the Electricity Supply Equipment or the Secure Gateway Device is installed at the Premises:
  - (i) keep the Secure Gateway Device installed at the Premises as part of the Renewable Energy System;
  - (ii) not tamper with, or allow or permit any other person to tamper with, the Secure Gateway Device;
  - (iii) not do anything, or allow or permit any other person to do anything, which interferes with the Secure Gateway Device or its proper operation without Horizon Power's consent; and
  - (iv) allow Horizon Power (or any of Horizon Power's authorised contractors or sub-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 Energy Management.

### **3. Use of internet connection at the Premises**

- 3.1 You acknowledge and agree to, at Your own risk and cost, do all things Horizon Power reasonably requires You to do in connection with Horizon Power's use and access of Your internet connection at the premises, including, without limitation:
- (a) in accordance with the Technical Requirements, ensuring that any relevant hardware or software is connected to the internet, if required for the proper operation of the Secure Gateway Device; and
  - (b) ensuring that the Renewable Energy System at Your Premises remains accessible such that Horizon Power may undertake Energy Management and access the Secure Gateway Device as required by it to perform its obligations under this Agreement.

### **4. Energy Management**

- 4.1 You acknowledge and agree that:
- (a) Horizon Power is entitled to undertake Energy Management in relation to the Renewable Energy System, this means that Horizon Power can do things like:
    - (i) directly, or by remote means, managing, controlling, curtailing, suspending, interrupting or in any way reducing the output of electricity generated by the Renewable Energy System (during which actions You may be unable to consume electricity generated by the Renewable Energy System);
    - (ii) managing electricity storage by directing electricity generated by the Renewable Energy System to either be used at the

Premises, to be used to charge a battery forming part of the Renewable Energy System, or to be exported to the Electricity Supply Equipment; and

- (iii) otherwise increasing or decreasing the amount of renewable energy generated by the Renewable Energy System's inverter into the Electricity Supply Equipment at any particular point in time.
- (iv) Monitoring the Renewable Energy System.
- (v) Connecting to the system via the inverter manufacturer's portal to monitor and manage the Renewable Energy System.

(b) Horizon Power is entitled to undertake Energy Management in relation to the Renewable Energy System:

- (i) to ensure the safety, security and reliability of Horizon Power's Electricity Supply Equipment;
- (ii) during any period of disconnection of the Secure Gateway Device from the internet or inverter; or
- (iii) during any period of maintenance of Horizon Power's Electricity Supply Equipment.

4.2 During any period of Energy Management:

- (a) Your Renewable Energy System may be reduced, including to 0% output such that it may generate no energy for consumption or storage at the Premises or for export;
- (b) You will not be able to consume, store or export all or part of your renewable generation, including, without limitation, for your personal consumption or storage within the Premises; and
- (c) You will 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 Energy Management.

- 4.3 Horizon Power cannot say with certainty how frequently or for what duration Your Renewable Energy System will be subject to Energy Management, which means that You may be unable to consume, store or export energy from Your Renewable Energy System for extended periods of time.
- 4.4 notwithstanding any other provision of this clause 4, Horizon Power's entitlement to undertake Energy Management in relation to the Renewable Energy System is only to the extent that such Energy Management is provided in accordance with and consistent with Good Electricity Industry Practice.

## **5. Forecast financial impact**

- 5.1 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 Your Renewable Energy System because it is being installed under Energy Management;
  - (b) the financial impact that You may derive from the installation and use of the Renewable Energy System may vary over time and from time-to-time, including:
    - (i) the changing cost of energy, based on Horizon Power's own rates and prices;
    - (ii) the exercise by Horizon Power to undertake Energy Management; and
    - (iii) consuming and paying for more power from Horizon Power during any period of Energy Management.

## **6. Title in Secure Gateway Device**

- 6.1 You acknowledge and agree that, despite anything in this Agreement or any agreement you have with the Installer:
- (a) title in the Secure Gateway Device remains vested in Horizon Power until such time that Horizon Power (in its absolute discretion) advise in writing otherwise; and
  - (b) Horizon Power may, in its absolute discretion, gift the Secure Gateway Device to You and if Horizon Power does, You agree to such gifting of the Secure Gateway Device.

## **7. Representations and warranties**

- 7.1 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 and the Standard Form Contract;
  - (c) have all necessary approvals, consents or authorities from any owner, Horizon Power account holder, residents, owner's corporation or local authorities;
  - (d) have at Your own cost procured an appropriate level of internet connection at Your Premises such that Horizon Power can perform its obligations under this Agreement;
  - (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 and performance of Horizon Power's obligations under this Agreement, which You must provide to Horizon Power on demand.

7.2 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.

## **8. Data and other information**

8.1 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 the Renewable Energy System is connected to the Electricity Supply Equipment 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.

8.2 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 compliance with applicable Laws.

- 8.3 Without limiting clause 8.2, Horizon Power may:
- (a) use information provided by You under or in connection with this Agreement as may be necessary for Horizon Power to comply with its obligations under this Agreement or to carry out its functions in accordance with any applicable Law; 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. Such information includes but is not limited to Your details, Your load profile, confirmation of the installation of Your Renewable Energy System and any Data.

## **9. Change of Customer**

- 9.1 This clause 9 only applies where You anticipate no longer being a Customer with respect to the Premises, including through selling the Premises or renting the Premises to a potential New Customer.
- 9.2 If applicable, 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.
- 9.3 If You are unable to procure the novation of this Agreement or the New Customer's entry into an agreement in accordance with clause 9.2, then Horizon Power may terminate this Agreement in accordance with clause 10.2(b).

## 10. Termination

### Termination by notice

10.1 Horizon Power may terminate this Agreement at any time by giving five (5) Business Days' written notice to You at the details provided for in the Schedule, or such other details notified in writing by You to Horizon Power from time to time.

### Termination for breach

10.2 Horizon Power may terminate this Agreement on five (5) Business Days' written notice to You at the details provided in the Schedule or such other details notified in writing by You to Horizon Power from time to time if you:

- (a) breach any provision of this Agreement and do not remedy that breach within ten (10) Business Days written notice of the breach; or
- (b) 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 9.2.

### Consequences of termination

10.3 If Horizon Power terminates this Agreement in accordance with either clause 10.1 or 10.2:

- (a) You must, if requested by Horizon Power, ensure Horizon Power's (or any of Horizon Power's authorised contractors or sub-contractors) are given safe and unimpeded access to such parts of the Premises as are necessary to remove the Secure Gateway Device from the Premises;
- (b) Horizon Power may take steps to ensure compliance with the Technical Requirements, consistent with the Technical Requirements;
- (c) You acknowledge that termination of this

agreement may result in reduced or no output being available from the Renewable Energy System;

- (d) Horizon Power may, without limiting any other right it may have under this Agreement or at Law, disconnect Your Renewable Energy System from the Electricity Supply Equipment.

10.4 You acknowledge and agree that Horizon Power's rights under clause 10.3 are reasonable and necessary to protect its legitimate interests in respect of this Agreement.

## **11. Change in Law**

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

- (a) as Horizon Power considers reasonably necessary to accommodate any change in any applicable Laws, the introduction or repeal of any applicable Laws or where Horizon Power is permitted to do so by an applicable Law;
- (b) to make a change that You have requested or expressly consented to;
- (c) to make an administrative or typographical change; or
- (d) to make the terms of this Agreement more favourable to You,

and such variation will be deemed to be incorporated into this Agreement ten (10) Business Days following Horizon Power's written notice to You.

## 12. Liability and indemnity

- 12.1 You acknowledge that You are responsible for the Renewable Energy System and its use, and subject to clause 12.2, Horizon Power is not liable for Loss that may be caused by the Renewable Energy System or its use including any Loss caused by any Energy Management 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 or fault Horizon Power's negligence (to the extent that Horizon Power is able to recover from the manufacturer).
- 12.2 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) any 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, but not limited to 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.
- 12.3 Subject to clause 12.3, 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, a 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 any intentional, reckless or negligent acts and omissions made by You, including, but not limited to damage to the Secure Gateway Device, any breach by You of this Agreement and/or the Technical Requirements.

## 13. General

### 13.1 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 13.1(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.

### **13.2 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.

### **13.3 No assignment**

- (a) You must not transfer, assign or otherwise dispose of any of Your rights or obligations under the Agreement, unless You have obtained Horizon Power's prior written consent or such transfer, assignment or disposal is expressly permitted by the provisions of 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.

### **13.4 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.

### **13.5 Entire Agreement**

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

### **13.6 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.

### **13.7 Governing Law**

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

### **13.8 Severability**

If:

- (a) 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; and
- (b) 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.



## 14. Definitions and interpretation

14.1 In this Agreement, unless the context otherwise requires:

**Agreement** means the legally binding contract that is created between You and Horizon Power on the terms and conditions set out in this document (as may be amended from time to time).

**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 date that the Customer acknowledges that they have read, understood and agreed to the terms of this Agreement by either:

- (a) indicating Your agreement by Electronic Means, which may include, but is not limited to, indicating agreement while logged into Your MyAccount profile; or
- (b) signing the Agreement and returning such signed Agreement to Horizon Power.

**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 the Renewable Energy System, including the amount of solar PV electricity generated, the amount of solar PV electricity exported to the Electricity Supply Equipment and the amount of conventional electricity imported from

the Electricity Supply Equipment (including as generated or measured by the electricity meter at the Premises and inverter);

- (b) any data or other information relating to Energy Management 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.

**Electricity Supply Equipment** means the meter and all wiring, apparatus or other works which are located up to the point that the meter is attached to the Premises and which are used for, or in connection with, the supply of electricity by Horizon Power or, if there is no meter attached to the Premises, down from the connection point on the Premises which is used by Horizon Power in connection with, the supply of electricity.

**Energy Management** means the direct or remote control and management of the Renewable Energy System by Horizon Power, including as described in clause 4.1(a).

**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 Rd Karratha, Western Australia.

**Installer** means the installer with whom You or Horizon Power have a contract with to install the Renewable Energy System 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 9.

**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 the Renewable Energy System is to be installed by the Installer, being the premises identified in the Schedule.

**Renewable Energy System** means the system comprising some or all of the following components:

- (a) solar photovoltaic panels;
- (b) inverter;
- (c) battery;
- (d) remote monitoring and control device;
- (e) Secure Gateway Device; and
- (f) any other plant and equipment that, in Horizon Power's view, may materially affect

the Renewable Energy System, which is to be installed (or partially installed) at the Premises under a contract entered into or to be entered by You and the Installer.

**Secure Gateway Device** means that part of the Renewable Energy System to be provided to You and installed on the Premises by the Installer which allows us to undertake Energy Management.

**Schedule** means the schedule to this Agreement.

**Standard Form Contract** means Horizon Power's standard form contract, being the "Standard Electricity Terms and Conditions" as updated or amended by Horizon Power from time to time.

**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 the Customer from time to time.

14.2 In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (c) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporated;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not

limited to, persons taking by novation) and permitted assigns;

- (e) a reference to a clause is a reference to a clause of the Agreement;
- (f) headings are included for convenience and do not affect the interpretation of the Agreement;
- (g) 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;
- (h) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
- (i) if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;
- (j) a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
- (k) 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;
- (l) 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
- (m) a reference to a monetary amount means that amount in Australian currency.





# 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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