



***RENEWABLE ENERGY BUYBACK SCHEME  
HORIZON POWER  
(INTEGRATED REGIONAL LICENCE)***

***NORTH WEST INTEGRATED SYSTEM AND  
REGIONAL NON-INTERCONNECTED SYSTEMS***

***TERMS & CONDITIONS FOR PURCHASE OF RENEWABLE  
SOURCE ELECTRICITY – ELECTRICITY INDUSTRY  
(LICENCE CONDITIONS) REGULATIONS 2005***

**Version 1: 1 April 2006**

***RENEWABLE ENERGY BUYBACK SCHEME***

**CONTENTS**

<b>1.</b>	<b>DEFINITIONS .....</b>	<b>4</b>
<b>2.</b>	<b>ELECTRICAL SUPPLY AGREEMENTS .....</b>	<b>5</b>
<b>3.</b>	<b>CONDITION PRECEDENT – NEW CUSTOMER.....</b>	<b>5</b>
<b>4.</b>	<b>COMMENCEMENT DATE – NEW CUSTOMER .....</b>	<b>6</b>
<b>5.</b>	<b>COMMENCEMENT DATE – EXISTING CUSTOMER .....</b>	<b>6</b>
<b>6.</b>	<b>TECHNICAL REQUIREMENTS.....</b>	<b>6</b>
<b>7.</b>	<b>RENEWABLE ENERGY SALE RATES .....</b>	<b>6</b>
<b>8.</b>	<b>CUSTOMER’S SYSTEM.....</b>	<b>7</b>
<b>9.</b>	<b>APPROVALS AND LIAISON.....</b>	<b>8</b>
<b>10.</b>	<b>BILLING AND PAYMENT .....</b>	<b>9</b>
<b>11.</b>	<b>TERMINATION .....</b>	<b>10</b>
<b>12.</b>	<b>METER .....</b>	<b>10</b>
<b>13.</b>	<b>LIABILITY FOR DAMAGE .....</b>	<b>11</b>
<b>14.</b>	<b>APPLICATION OF LEGISLATION .....</b>	<b>11</b>
<b>15.</b>	<b>GOODS AND SERVICES TAX (GST).....</b>	<b>11</b>
<b>16.</b>	<b>MISCELLANEOUS.....</b>	<b>12</b>
<b>17.</b>	<b>AMENDMENTS.....</b>	<b>13</b>
	 <b>SCHEDULE A – SALE AND PURCHASE RATES.....</b>	 <b>15</b>
	<b>SCHEDULE B – METERING COSTS.....</b>	<b>11</b>



## 1. DEFINITIONS

**Application Form** means the form entitled “Application to Network Connect a Renewable Energy System to the NWIS or RNIS LV Network via an Inverter”

**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 – Electricity Industry (Licence Conditions) Regulations 2005.

**Customer** means the person who has lodged an Application Form.

**Electricity Supply Agreement** means a contract for the supply of electricity by Horizon Power to the Customer referred to in clause 2.1 or clause 3.1(a) (as applicable).

**Premises** means the premises nominated in the Application Form.

## 2. ELECTRICITY SUPPLY AGREEMENTS

2.1 Subject to clause 2.2(b), if the Customer has an existing contract with Horizon Power 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)*), clauses 3 and 4 of this Contract do not apply.

2.2 If:

(a) the Customer has not already entered into an existing Electricity Supply Agreement; or

(b) the Customer has an existing Electricity Supply Agreement but nominates a tariff in the Application Form that is different from the tariff that applies under its existing Electricity Supply Agreement,

clause 5 of this Contract does not apply.

## 3. CONDITION PRECEDENT – NEW CUSTOMER

3.1 The terms and conditions of this Contract (other than clause 2) are subject to, and are of no force and effect, until the following condition precedent has been fulfilled:

(a) if clause 2.2(a) applies, then the Customer and Horizon Power entering into an agreement for the supply of electricity by Horizon Power to the

Customer at the tariff rate nominated by the Customer in the Application Form and otherwise on the terms and conditions set out in a contract that complies with the requirements of Part 3 of the *Electricity Industry Act 2004* (WA) (if applicable);

(b) if clause 2.2(b) applies, then the Customer and Horizon Power terminating the existing Electricity Supply Agreement and entering into a new agreement for the supply of electricity by Horizon Power to the Customer at the tariff rate nominated by the Customer in the Application Form and otherwise on the terms and conditions set out in a contract that complies with the requirements of Part 3 of the *Electricity Industry Act 2004* (WA) (if applicable).

3.2 If the condition precedent in clause 3.1(a) or (b) has not been satisfied by a date which is 3 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. COMMENCEMENT DATE – NEW CUSTOMER**

Sale of electricity by the Customer in accordance with this Contract shall commence on the date which is the later of the date of satisfaction of the condition precedent set out in clause 3.1 or the date on which the Customer's system and the necessary metering equipment have been installed and is ready to import and export electricity to and from Horizon Power's network.

#### **5. COMMENCEMENT DATE – EXISTING CUSTOMER**

Sale of electricity by the Customer in accordance with this Contract shall commence on the date on which the Customer's system and the necessary metering equipment have been installed and is ready to import and export electricity to and from Horizon Power's network.

#### **6. TECHNICAL REQUIREMENTS**

The Customer shall abide by the technical and other requirements set out in the Horizon Power document entitled "REQUIREMENTS FOR ENERGY SYSTEMS CONNECTED TO THE LV NETWORK VIA INVERTERS" dated February 2003 (as updated and amended from time to time).

#### **7. RENEWABLE ENERGY SALE RATES**

- 7.1 Subject to clauses 7.2 and 7.3, Horizon Power will purchase renewable energy from the Customer at the rate that is 10/11ths of the applicable tariff rate that the Customer pays under the Electricity Supply Agreement. See Schedule A for further information. (NB: The sale and purchase rates are subject to change from time to time.)
- 7.2 If a Customer is registered for GST, then subject to that Customer complying with clause 15, Horizon Power will purchase renewable energy from the Customer at the applicable tariff rate that the Customer pays under the Electricity Supply Agreement. See Schedule A for further information. (NB: The sale and purchase rates are subject to change from time to time.)
- 7.3 For the avoidance of doubt, this Contract governs the sale of renewable energy by the Customer to Horizon Power only. The purchase of electricity by the Customer from Horizon Power is governed by the terms of the Electricity Supply Agreement.

## **8. CUSTOMER'S SYSTEM**

- 8.1 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.
- 8.2 Horizon Power may disconnect the Customer's system from the network at any time without notice in an Emergency. In this clause, Emergency means an actual or imminent situation that in Horizon Power's opinion would or is likely to jeopardise Horizon Power's network integrity or public or personal safety.
- 8.3 If the network is unable to accept electricity exported from the Customer's system for any reason then no moneys or other compensation shall be payable to the customer. Horizon Power will only purchase (and pay for) electricity actually received and measured on the export meter. Horizon Power will notify the customer as soon as practicable after it becomes aware of any inability of the network to accept electricity exported from the Customer's system.
- 8.4 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.
- 8.5 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.
- 8.6 A test of the Customer's system may include:

- Disconnection of the Horizon Power supply to the Customer's premises with a network trip
  - Auto-reconnection to the network
  - Operational testing of residual current devices when fed only from the Customer's system
  - Inspection of the Customer's system for compliance with relevant standards and technical requirements.
- 8.7 Horizon Power shall read both the import meter and the export meter as part of the meter reading procedures applicable under the electricity supply Agreement and the Customer shall facilitate access for this purpose.
- 8.8 The Customer shall provide additional safe and secure space for the installation and operation of the export meter.

## **9. APPROVALS AND LIAISON**

The Customer shall:

- 9.1 Obtain and maintain all necessary licenses, permits and/or approvals from all relevant authorities (including building and planning approvals) required for it to generate electricity.
- 9.2 Maintain the Customer's system (and all associated equipment) in good working and reliable order and available for export of electricity to the network.
- 9.3 Notify Horizon Power and coordinate the planned maintenance work on the Customer's system with any maintenance work required by Horizon Power on its network to the extent that Horizon Power's work will affect the supplies to and from the Customer's Premises.
- 9.4 Obtain Horizon Power's prior consent to any proposed changes to the Customer's system (including operational, structural and functional changes) including in particular to any changes in the Customer's system generation capacity or the export capacity.

## **10. BILLING AND PAYMENT**

- 10.1 Horizon Power is required to 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 for the purchase of renewable energy exported from the Customer's system based on Horizon Power's meter readings of the export meter under Clause 8.7 and the renewable energy sale rate which applies under Clause 7.

- 10.2 On the bill issued pursuant to Clause 10.1, Horizon Power shall credit all amounts payable by Horizon Power to the Customer for the purchase of renewable electricity exported from the Customer's system to the network as recorded on the export meter.
- 10.3 For any Customer who is not registered for GST, if the amount in credit on the bill exceeds the amount in debit by more than \$100 each month for more than 6 consecutive months, then Horizon Power shall pay the balance to the Customer, on written request.
- 10.4 For a Customer who is not a residential customer and who is registered for GST, if the bill issued under Clause 10.1 is in credit, then that Customer must within 15 days of receipt of the bill issue a GST tax invoice to Horizon Power for the amount of that credit. Horizon Power will make payment under the GST tax invoice to the Customer within 29 days of receipt of the GST tax invoice.
- 10.5 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 import meter or export meter is faulty or consumption and energy flows (including import and export) are not properly recorded.

## **11. TERMINATION**

- 11.1 The Customer may terminate this Contract at any time by giving at least 3 months written notice to Horizon Power.
- 11.2 Subject to Clause 11.3 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 that it must submit a new Application Form if it wishes to sell renewable energy to Horizon Power.
- 11.3 If the Customer wishes to lease the Premises then the Customer must obtain the prior written consent of Horizon Power and shall assign the Contract to the tenant but despite that assignment, the Customer shall continue to be liable for its obligations to comply with technical requirements under this Contract.
- 11.4 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.
- 11.5 Upon termination of this Contract, the Customer shall ensure that no electricity is exported to the network from the Customer's system or the Customer's premises. Horizon Power may take appropriate action (including disconnection of the export meter) to ensure that no electricity is exported.

11.6 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.

11.7 For the avoidance of doubt, the termination of this Contract does not affect the continued operation of the Electricity Supply Agreement.

## **12. METER**

12.1 The Customer shall pay all costs associated with the supply and installation of the import meter and export meter. These charges are subject to change from time to time. You should check the current charges prior to signing the Application Form.

12.2 No export meter is required if the Customer elects not to export electricity to the grid. However the Customer must still comply with other relevant technical requirements.

12.3 The meters always remain the property of Horizon Power.

## **13. LIABILITY FOR DAMAGE**

13.1 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.

13.2 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.

13.3 Notwithstanding any other provision in this Contract, Horizon Power will not be liable to the Customer for any consequential or indirect loss (including but not limited to, business interruption loss, lost profits, loss of an opportunity or the Customer's liability to third parties under a contract or otherwise) arising from, or in connection with, a breach of this Contract or negligence of Horizon Power.

## **14. 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, the Electricity Corporation Act 1994, the Electricity Industry (Licence Conditions) Regulations 2005 and the Electricity Industry Customer Transfer Code 2004.

## **15. GOODS AND SERVICES TAX (GST)**

- 15.1 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.
- 15.2 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:
- (a) any monetary consideration for the supply; and
  - (b) the GST exclusive market value of any non-monetary consideration for the supply.
- 15.3 Any additional amount payable as a result of the operation of Clause 15.2 must be paid in Australian Dollars at the same time as the:
- (a) Payment of any monetary consideration; or
  - (b) Provision of any non-monetary consideration.
- 15.4 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.
- 15.5 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 15.2 and 15.3
- 15.6 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.
- 15.7 Terms defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning when used in this clause.

## **16. MISCELLANEOUS**

- 16.1 If the whole or part of any of this Contract (a "provision") 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 has no effect if the severance alters the basic nature of this Contractor 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 courts 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 17.1, 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. AMENDMENTS**

- 17.1 The Customer acknowledges that the “Terms and Conditions for the Purchase of Renewable Source Electricity – Electricity Industry (Licence Conditions) Regulations 2005” (including any prices contained herein) are subject to change under the *Electricity Industry Act 2004* (WA) and the *Electricity Industry (Licence Conditions) Regulations 2005* (WA).
- 17.2 If any change to the “Terms and Conditions for the Purchase of Renewable Source Electricity – Electricity Industry (Licence Conditions) Regulations 2005” 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.



# SALE AND PURCHASE RATES\*

## Schedule A

### - Residential Customers

#### A2 TARIFF

Horizon Power <b>buys</b> from customer at:	12.67 c/kWh.
Horizon Power <b>sells</b> to customer at :	13.94 c/kWh. (includes GST)

### Non-Profit Making Organisation or Educational Institutions

#### L2 TARIFF

Horizon Power <b>buys</b> from customer:	
<i>First 1650 units per day</i>	<i>15.88c/kWh</i>
<i>More than 1650 units per day</i>	<i>14.33c/kWh</i>
Horizon Power <b>sells</b> to customer:	
<i>First 1650 units per day</i>	<i>17.47c/kWh (includes GST)</i>
<i>More than 1650 units per day</i>	<i>15.76c/kWh (includes GST )</i>

#### C2 TARIFF

Horizon Power <b>buys</b> from customer:	
<i>First 20 units per day</i>	<i>12.67c/kWh</i>
<i>Between 20 – 1650 units per day</i>	<i>15.88c/kWh</i>
<i>More than 1650 units per day</i>	<i>14.33c/kWh</i>
Horizon Power <b>sells</b> to customer:	
<i>First 20 units per day</i>	<i>13.94c/kWh (includes GST)</i>
<i>Between 20 – 1650 units per day</i>	<i>17.47c/kWh (includes GST)</i>
<i>More than 1650 units per day</i>	<i>15.76c/kWh (includes GST )</i>

#### D2 TARIFF

Horizon Power <b>buys</b> from customer:	<i>12.67c/kWh</i>
Horizon Power <b>sells</b> to customer:	<i>13.94c/kWh (includes GST)</i>

#### K2 TARIFF

Horizon Power <b>buys</b> from customer:	
<i>First 20 units per day</i>	<i>12.67c/kWh</i>
<i>Between 20 – 1650 units per day</i>	<i>15.88c/kWh</i>
<i>More than 1650 units per day</i>	<i>14.33c/kWh</i>
Horizon Power <b>sells</b> to customer:	
<i>First 20 units per day</i>	<i>13.94c/kWh (includes GST)</i>
<i>Between 20 – 1650 units per day</i>	<i>17.47c/kWh (includes GST)</i>
<i>More than 1650 units per day</i>	<i>15.76c/kWh (includes GST)</i>

- **ALL RATES ARE SUBJECT TO CHANGE**

**For Horizon Power’s  
‘Renewable Energy Buyback Scheme**

**METERING COSTS\*  
Schedule B**

**Import Meters**

<i>Type of Home</i>	<b>Single Phase Meter</b>	<b>2 or 3 Phase Meter</b>
New Home	\$199	\$664
Existing Home	\$329	\$794

**Export Meters**

All export meters are single phase and will be installed as per the New Home price of \$199.

**Examples:**

- A customer with an **existing** home (3 phase power) decides to set up a renewable energy system for buyback. The customer will require a 3 phase import meter (\$794) and the export meter (\$199). Total cost of meters: \$993.
- A customer with a **new** home (3 phase power) will require a 3 phase import meter (\$664) and an export meter (\$199). Total cost of meters: \$863.
- A customer with an **existing** home (single phase) will require a single phase import meter (\$329) and an export meter (\$199). Total cost of meters: \$528.
- A customer with a **new** home (single phase) will require a single phase import meter (\$199) and an export meter (\$199). Total cost of meters: \$398.

**\* ALL COSTS ARE SUBJECT TO CHANGE.**