

SOLAR SMOOTHING SERVICES
CONTRIBUTION AGREEMENT

**SOLAR SMOOTHING SERVICES CONTRIBUTION AGREEMENT**

This document constitutes the Solar Smoothing Services Contribution Agreement described in Horizon Power’s Technical Requirements.

Please read this document carefully as it sets out what You need to know about the terms and conditions under which You agree to contribute to Horizon Power’s Electricity System management and Renewable Source Electricity Generation Management through its provision of Solar Smoothing Services.

|  |
| --- |
| **Contract Specifics** |
| **Parties** | 1. Full name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with NMI No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, meter No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(Customer** or **You)**; and
2. **Horizon Power** (ABN 57 955 011 697).
 |
| **Background** | 1. The intermittent character of renewable energy generation systems can have adverse effects on power systems, particularly small power systems like those of Horizon Power’s non-interconnected systems.
2. To facilitate an increase in renewable energy generation in Horizon Power’s non-interconnected systems (including the acceptance of Your PV System into Horizon Power’s Electricity System) while meeting its Generation Management Requirements so as to promote a high standard of power system quality and reliability, Horizon Power requires all PV Systems and other generation facilities to be compliant with Horizon Power’s Technical Requirements.
3. Under the Technical Requirements, Customer with a PV System with an installed inverter capacity of greater than 30kW may either install and operate its own solar smoothing system that meets the Technical Requirements or enter into a Solar Smoothing Services Contribution Agreement, which allows the Customer to contribute to a Horizon Power solution intended to address the potential adverse impacts of increasing Solar PV penetration in the Electricity System while promoting power system security and reliability.
4. The Customer agrees to contribute to Horizon Power’s provision of the Solar Smoothing Services to the Electricity System that is owned and operated by Horizon Power, on and subject to this Contribution Agreement.
 |
| **Agreement** | The Customer agrees to contribute to Horizon Power’s provision of the Solar Smoothing Services on and subject to the terms and conditions of this document.  |
| **Solar Smoothing Services** | The Solar Smoothing Services include Horizon Power’s provision of: 1. investment in a sufficient quantity of battery storage infrastructure for the purposes of addressing credible contingencies capable of arising on the Electricity System as a result of the installation of a PV System consistent with that installed or to be installed by the Customer;
2. electrical connection of that battery storage infrastructure to the Electricity System;
3. operation of the battery storage infrastructure in frequency control mode in order to promote power system security and reliability and mitigate against credible contingencies capable of arising on the Electricity System as a result of the installation and/or operation of PV Systems; and
4. any required maintenance, repair and replacement of the battery storage infrastructure.
 |
| **Contribution**  | $0.355 (excluding GST) per kW per day based on the total inverter capacity of the PV System. |
| **Capitalized terms** | Capitalized terms not defined under this Contract Specifics have the same meaning as those defined under the Terms and Conditions. |

## Customer’s Agreement, Consent and Acknowledgment

I, , the Customer agrees to contribute to the Solar Smoothing Services on the terms and conditions contained in this document including the attached Terms and Conditions.

Signature\*:

Print Name:

Date:

\* If an incorporated business (company), the signature of an authorised representative is required.

## Horizon Power (ABN 57 955 011 697)

Signature\*\*:

Print Name:

Date:

\*\* Signed by Horizon Power

**TERMS AND CONDITIONS**

[1. Commencement 5](#_Toc71191071)

[2. Invoicing and payment 5](#_Toc71191072)

[3. Independence of this Contribution Agreement 6](#_Toc71191073)

[4. Solar Smoothing Services 6](#_Toc71191074)

[5. Representations and warranties 6](#_Toc71191075)

[6. Equipment 7](#_Toc71191076)

[7. Change in law 7](#_Toc71191077)

[8. Implied conditions or warranties 8](#_Toc71191078)

[9. Liability, indemnity and Excluded Loss 8](#_Toc71191079)

[10. Non-payment of bills 9](#_Toc71191080)

[11. Moving Premises 9](#_Toc71191081)

[12. Intellectual Property 10](#_Toc71191082)

[13. Force Majeure Event 10](#_Toc71191083)

[14. Confidentiality of Your information 11](#_Toc71191084)

[15. Ending the contract 11](#_Toc71191085)

[16. GST 12](#_Toc71191086)

[17. Miscellaneous 12](#_Toc71191087)

[18. Definitions and interpretation 14](#_Toc71191088)

**TERMS AND CONDITIONS**

**HORIZON POWER (ABN 57 955 011 697)**

# Commencement

* 1. This Contribution Agreement becomes effective from the date You accept and sign this Contribution Agreement (**Effective Date**).

# Invoicing and payment

* 1. Horizon Power will issue a bill for electricity consumed and all other amounts payable by You under the Electricity Supply Agreement in accordance with the Billing Cycle. On that bill, Horizon Power will also set out:
		1. the amounts payable by Horizon Power to You under the Renewable Energy Buyback Contract (if any) (**Renewable Source Electricity Amount**); and
		2. the amount of Contribution payable by You to Horizon Power under this agreement (**Contribution Amount**).
	2. On the bill issued pursuant to clause 2.1:
		1. the amount payable by You under the Electricity Supply Agreement will be set out as a debit amount;
		2. the amount payable by Horizon Power in respect of the Renewable Source Electricity Amount will be set out as a credit amount; and
		3. the Contribution Amount will be set out as a debit amount.
	3. If:
		1. the sum of the amounts in clause 2.2 is a debit amount, You will pay that amount to Horizon Power in accordance with the requirements of the Electricity Supply Agreement; or
		2. the sum of the amounts in clause 2.2 is a credit amount, then subject to clause 2.4, Horizon Power will carry over that positive amount as a credit amount applicable to the next bill issued in accordance with clause 2.1. No interest will be paid for the Renewable Source Electricity Amount held in credit in accordance with this clause 2.3(b).
	4. If the amount in credit on a bill exceeds the amount in debit by more than $100, then Horizon Power will pay the excess amount to You, on request. If You request payment of the excess amount under this clause 2.4, Horizon Power will pay You the excess amount using the payment method it determines as appropriate from time to time. If You request payment be made using another payment method, Horizon Power may deduct from the payment a reasonable amount for the administrative costs of making the payment to You.
	5. Funds received by Horizon Power from the Customer in payment or part payment of a bill issued pursuant to clause 2.1, will be deemed to be applied:
		1. first, to amounts payable by You under the Electricity Supply Agreement; and
		2. second, to amounts payable by You under this Contribution Agreement in respect of the Contribution Amount.

# Independence of this Contribution Agreement

* 1. The parties acknowledge and agree that this Contribution Agreement governs Your Contribution to Horizon Power’s provision of the Solar Smoothing Services to the Electricity System and:
		1. the purchase of electricity by You from Horizon Power is governed by the terms of the Electricity Supply Agreement; and
		2. the sale of Renewable Source Electricity by You to Horizon Power is governed by the terms of the Renewable Energy Buyback Contract.
	2. The Standard Price payable by You to Horizon Power under Your Electricity Supply Agreement is not affected by this Contribution Agreement and remains unchanged.
	3. The prices at which Horizon Power purchases electricity from You as set out in the Renewable Energy Buyback Contract are not affected by this Contribution Agreement and remain unchanged.

# Solar Smoothing Services

* 1. Horizon Power will provide the Solar Smoothing Services to the Electricity System in accordance with its technical, operational and commercial judgement and interests as determined by Horizon Power from time to time in its absolute discretion.
	2. You acknowledge that neither the payment of the Contribution Amount nor any term of this Contribution Agreement grants You or any other person at the Premises any interest, entitlement, right or claim in respect of:
		1. the provision or any failure to provide the Solar Smoothing Services; or
		2. the quality or reliability of electricity supply to the Premises under the Electricity Supply Agreement, including any unavailability of supply or interruption to that supply.

# Outages

* 1. You acknowledge that the Horizon Power infrastructure installed to provide the Solar Smoothing Services to the Electricity System may not be operational from time to time, either because of planned or unplanned outages.
	2. You agree that, to the extent that Horizon Power considers that it is convenient or necessary to do so, Horizon Power may curtail, disconnect or limit generation from the PV System in response to a planned or unplanned outage.
	3. Horizon Power will use reasonable endeavours to notify You of any planned outage at least 5 Business Days prior to the occurrence of any planned outage.
	4. Subject to Clause 14, if Your PV System is curtailed in response to any outage, Horizon Power will credit You with an amount equal to the Contribution in respect of any day in which your PV System is curtailed, disconnected or limited.
	5. You acknowledge that the credits provided by Horizon Power under this Clause 5.4 are Your sole remedy against Horizon Power for any outage resulting in a curtailment, disconnection or limitation in respect of the PV System.

# Representations and warranties

* 1. You represent and warrant to Horizon Power on each day during the term of this Contribution Agreement, that You:
		1. have authority and capacity to enter into this Contribution Agreement;
		2. understand that Your entry into this Contribution Agreement may not reduce the frequency or duration of curtailment to Your PV System than may have been the case had You adopted a different smoothing services program in respect of the Premises;
		3. own or occupy the Premises, or if You are not the owner of the Premises, have obtained written consent from the owner in relation to the entry into and performance of this Contribution Agreement, which You must provide to Horizon Power on demand;
		4. have all necessary approvals, consents or authorities from any owner, residents, owner’s corporation or local authorities;
		5. own or have the right to use the PV System that is connected at the Premises;
		6. comply with all Legal Requirements in relation to the Premises and the PV System;
		7. are not in breach of the Technical Requirements; and
		8. meet any other criteria specified by Horizon Power from time to time, acting reasonably, that is notified to You.
	2. You acknowledge that Horizon Power enters into this Contribution Agreement in reliance of the representations and warranties made by You under this Contribution Agreement from time to time.

# Equipment

* 1. All equipment installed by Horizon Power in order for it to provide to the Electricity System the Solar Smoothing Services remains Horizon Power’s property and You acknowledge and agree that You have no ownership, interest, claim, title or similar (whether in law or equity) to such equipment despite making payments of the Contribution Amount as required by this Contribution Agreement.
	2. Without limiting any obligation You have under any contract between You and Horizon Power, You acknowledge that:
		1. You are responsible for keeping and maintaining Your equipment (including the PV System) in good working order and condition;
		2. You must comply and must ensure that Your equipment (including the PV System) complies with all Legal Requirements; and
		3. “Your equipment” means the PV System and all wiring and other equipment located at the Premises which are used by You to generate electricity and which are intended to be connected to Horizon Power’s Electricity System.

# Change in law

* 1. Horizon Power may by written notice to You vary this Contribution Agreement:
		1. as Horizon Power considers reasonably necessary to accommodate any change in any Legal Requirements, the introduction or repeal of any Legal Requirements or where Horizon Power is permitted to do so by a Legal Requirement;
		2. to make a change that You have requested or expressly consented to;
		3. to make an administrative or typographical change;
		4. to make the terms of this Contribution Agreement more favourable to You; or
		5. if Horizon Power can demonstrate that due to a change in Legal Requirements a cost associated with the supply of the Solar Smoothing Services to the Electricity System has increased after the Effective Date and that cost is not offset by a corresponding benefit to Horizon Power arising from that change in Legal Requirements,

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

# Implied conditions or warranties

* 1. Nothing in this Contribution Agreement operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:
		1. contravene that statute; or
		2. cause any term of this Contribution Agreement to be void.
	2. To the maximum extent allowed by law, all warranties and guarantees, whether or not implied by law, are excluded and to the extent they cannot be excluded, they are limited at Horizon Power’s election to:
		1. the cost of providing the Solar Smoothing Services to the Electricity System again; or
		2. actually providing the Solar Smoothing Services to the Electricity System again.

# Liability, indemnity and Excluded Loss

* 1. You agree to indemnify Horizon Power fully against all and any Loss suffered or incurred by Horizon Power that is caused by, consequent upon, or arising out of any acts or omissions on Your part in relation to:
		1. Your breach of any term of this Contribution Agreement;
		2. Your breach of any Legal Requirements; or
		3. Your negligence, fraud, theft or other wrongful act or omission,

except to the extent that any such Loss arose as a direct result of the wrongful act or omission of Horizon Power. This indemnity is without prejudice to any other right or remedy Horizon Power has and survives termination of this Contribution Agreement for any reason.

* 1. Subject to clauses 9.1, 9.2 and 10.3, You agree that Horizon Power has no liability to You in connection with this Contribution Agreement for any Loss suffered or incurred by You howsoever arising, whether in contract or in tort (including negligence) or under any legislation or indemnity, whether foreseen or foreseeable, and whether or not such Loss is caused or contributed to by any wrongful act, omission or negligence, except to the extent:
		1. arising as a direct consequence of Horizon Power’s willful breach of this Contribution Agreement, where such a breach is undertaken by Horizon Power with full knowledge of and reckless disregard for the adverse consequences likely to arise from that breach; and
		2. Horizon Power does not have the benefit of any statutory protection or immunity in respect of such Loss.
	2. To the extent permitted by law, Horizon Power will not in any circumstances be liable to You for any Excluded Loss, howsoever arising.

# Non-payment of bills

* 1. If You do not pay the total amount due and payable in any bill issued to You by Horizon Power (including the Contribution Amount under this Contribution Agreement) by the due date, then Horizon Power can:
		1. send a Warning Notice to You;
		2. disconnect, de-energise or isolate the PV System from the Electricity System in order to prevent its continued electrical connection to the Electricity System;
		3. charge You interest on the amount You have not paid as if that outstanding amounts were amounts payable under the Electricity Supply Agreement;
		4. shorten Your Billing Cycle under this Contribution Agreement and the Electricity Supply Agreement; and/or
		5. disconnect the supply of electricity at the Premises in the manner contemplated by the Electricity Supply Agreement.
	2. Without limiting clause 11.1, if You do not pay the total amount payable for any bill within ten (10) Business Days following the date on which Horizon Power sends a Warning Notice to You, then Horizon Power can:
		1. refer Your debt to a debt collection agency for collection and if Horizon Power does so, You must pay any costs that Horizon Power incurs in connection with the recovery of the unpaid bill (including the agency’s fees and legal fees) and Horizon Power may recover Your debt in any court of competent jurisdiction as a debt due and payable to Horizon Power; and/or
		2. terminate this Contribution Agreement by written notice to You.
	3. If You pay a bill and the payment is dishonoured or reversed and, as a result, Horizon Power has to pay fees to any other person, You must reimburse Horizon Power for those fees.

# Moving Premises

* 1. If You intend to move out of, sell, lease, or sub-lease the Premises, You must :
		1. advise Horizon Power at least five days before You move out, sell, lease or sub-lease the Premises;
		2. provide Horizon Power with a new contact person for the new occupant, owner, lessor or similar; and
		3. provide Horizon Power with an address where the final bill can be sent to You.
	2. If You do not advise Horizon Power as described in clause 12.1, or You fail to terminate this Contribution Agreement in accordance with its terms, then subject to any Legal Requirements, Horizon Power may require You to continue paying the Contribution Amount until the earlier of the date this Contribution Agreement is terminated or a new materially identical contract is entered into between Horizon Power and the new occupant, owner, lessor or similar.

#  Intellectual Property

* 1. Intellectual Property owned by either party at the commencement of this Contribution Agreement remains the property of that party.
	2. Any Intellectual Property developed or created during the performance of this Contribution Agreement vests in Horizon Power immediately upon its creation and You assign all right, title and interest in such Intellectual Property to Horizon Power and will do any further acts or execute any documents required by Horizon Power to effect such assignment.
	3. Without limiting any other clause of this Contribution Agreement, to the extent You provide, submit, send or receive information or content in which You own Intellectual Property to Horizon Power under or in connection with this Contribution Agreement, You provide Horizon Power with a perpetual royalty-free worldwide license to use, reproduce, modify, adapt and create derivative works in such Intellectual Property for the purposes of improving and developing Horizon Power products and services.

# Force Majeure Event

* 1. If a Force Majeure Event prevents Horizon Power or You from complying with any obligations under this Contribution Agreement, those obligations will be suspended for the duration of the Force Majeure Event (other than any obligation to pay money).
	2. The party affected by the Force Majeure Event must use its best endeavours to:
		1. give the other party prompt notice of, and full details about, the Force Majeure Event; and
		2. minimise, overcome or remove the Force Majeure Event as quickly as practicable (however, this will not require either party to settle any industrial dispute).
	3. The party affected by the Force Majeure Event must advise the other party about:
		1. the likely duration of that event;
		2. the obligations affected by that event;
		3. the extent to which those obligations will be affected; and
		4. the steps that will be taken to minimise, overcome or remove those effects.
	4. For the purposes of clause 14.2(a), and only if the Force Majeure Event is widespread, Horizon Power’s requirement to give You prompt notice is satisfied if Horizon Power makes the necessary information available by way of providing a 24 hour telephone service. For the purpose of this clause 14.4, you can access Horizon Power’s 24 hour telephone service at 13 23 51.

# Confidentiality of Your information

* 1. Unless Horizon Power is permitted to do otherwise under this Contribution Agreement, Horizon Power will keep Your information confidential, consistent with Horizon Power’s Privacy Policy. In particular, but without limiting the above, Horizon Power will keep Your information confidential unless:
		1. Horizon Power has Your prior written consent;
		2. the law (including any applicable privacy laws and any regulatory, accounting, governmental, Ministerial or stock exchange requirement) requires or permits Horizon Power to disclose it;
		3. Horizon Power needs to use the information for Horizon Power’s regulatory reporting compliance, or in any legal or regulatory proceedings;
		4. the information is already in the public domain;
		5. Horizon Power believes You have obtained or used the Solar Smoothing Services illegally or in an unsafe manner and, as a result Horizon Power provides relevant information to the Police or relevant Government Agency; or
		6. Horizon Power uses the information for business purposes or for the purpose of conducting research into the behaviour and preferences of Horizon Power’s consumers.
	2. You agree to the above arrangements, including to the terms of Horizon Power’s Privacy Policy and any use or disclosure of Your information which is required or permitted by this Contribution Agreement, Horizon Power’s Privacy Policy, applicable privacy laws or any other law.

# Ending the contract

* 1. This Contribution Agreement becomes effective from the Effective Date and shall continue to be effective until it is ended/terminated in accordance with its terms.
	2. You can end the Contribution Agreement at any time by giving Horizon Power at least five Business Days written notice before the day You want this Contribution Agreement to end.
	3. Horizon Power can end this Contribution Agreement by giving You prior notice:
		1. under clause 11.2;
		2. if You become insolvent (as defined in the *Corporations Act 2001* (Cth));
		3. if You have a liquidator appointed;
		4. if You become bankrupt (as defined in the *Bankruptcy Act 1966* (Cth));
		5. if You are in breach any of Your obligations under the Renewable Energy Buyback Contract for which Horizon Power has a right under the contract or a Legal Requirement to terminate;
		6. if the generating capacity of Your PV System exceeds the inverter capacity described in the Contract Specifics without Horizon Power’s prior written approval; or
		7. if, without limiting any of the above paragraphs, You are in breach of any of Your other obligations under this Contribution Agreement where that breach is capable of remedy and You fail to remedy the breach within ten (10) Business Days of Horizon Power requesting You to do so.
	4. Horizon Power can end this Contribution Agreement without giving You prior notice if You vacate the Premises and after reasonable enquiry Horizon Power is satisfied that You no longer occupy or reside at the Premises.
	5. You acknowledge and agree that Horizon Power may disconnect, de-energise and/or isolate the PV System from the Electricity System in the event that the termination of this Contribution Agreement renders the PV System non-compliant with the Technical Requirements.

# GST

1. In this clause:
	* + 1. **GST** has the meaning given to that term in the GST Law.
			2. **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
			3. **adjustment note**, **recipient**, **supply**, **tax invoice** and **taxable supply** have the meanings given to those terms in the GST Law.
2. All sums payable, or consideration to be provided, under this Contribution Agreement are expressed exclusive of GST.
3. If there is a taxable supply under or in connection with this Contribution Agreement, then the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to, and at the same time as, payment for the taxable supply is required to be made under this Contribution Agreement .
4. The supplier must provide a tax invoice (or an adjustment note) to the recipient in respect of the taxable supply and the obligation of the recipient to pay the GST on a taxable supply is conditional on the supplier providing a tax invoice or adjustment note.

# Miscellaneous

* 1. Notices
		1. Any notice or other communication given under this Contribution Agreement:
			1. does not have to be in writing, unless this Contribution Agreement expressly requires that the notice or communication must be in writing;
			2. subject to clause 18.1(a)(iii), is taken to be received:
				1. in the case of a verbal communication, at the time of the communication;
				2. in the case of hand delivery, on the date of delivery; and
				3. in the case of post, on the second Business Day after posting;
				4. in the case of facsimile, on the date on which the sender’s facsimile machine records that the facsimile was successfully transmitted;
				5. in the case of e-mail, on the date on which the sender’s computer or other device from which the e-mail was sent records that the e-mail was successfully transmitted;
				6. 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
				7. 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.
			3. If received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.
	2. Electronic communication
		1. You agree that Horizon Power can give information to You using electronic means where Horizon Power is permitted or required to give You information by law or under the terms of this Contribution Agreement.
		2. Horizon Power can decide procedures as to how electronic communication will operate and what things can be communicated electronically.
		3. If You are not able to receive information by electronic means, Horizon Power can decide to give information to You by other means such as mail.
	3. No assignment
		1. Unless Horizon Power gives You its prior written consent, You must not transfer, assign or otherwise dispose of any of Your rights or obligations under this Contribution Agreement.
		2. Horizon Power can assign or novate this Contribution 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 this Contribution Agreement.
	4. Application of laws
		1. Nothing in this Contribution Agreement limits or excludes the rights, powers and remedies that Horizon Powerhas at law (including under the *Energy Operators (Powers) Act 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).
		2. This Contribution 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.
	5. Entire Agreement

This Contribution Agreement (including the Contract Specifics and this Terms and Conditions) constitutes the entire agreement between You and Horizon Power relating to the matters covered by this Contribution Agreement.

* 1. Waiver of rights

If Horizon Power does not enforce any right under this Contribution Agreement, then this must not be construed as a waiver by Horizon Power of those rights under this Contribution Agreement.

* 1. Governing law

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

* 1. Amendments to contract

Subject to clause 8, this Contribution Agreement shall not be varied or amended without the written consent of both parties.

* 1. Effect of invalid terms

If any term of this Contribution Agreement is invalid or unenforceable, it can be severed from this Contribution Agreement without affecting the enforceability of other contract terms.

#  Definitions and interpretation

* 1. **Definitions**

In these terms and conditions, unless the context otherwise requires:

**Application Documents** includes the online pre-qualification application at Horizon Power’s website, the form entitled “Renewable Energy System - Electricity System Connection Application Form” and/or any other documents (in any form) identified from time to time by Horizon Power as the application documents for connection of a PV System to the Electricity System.

**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).

**Billing Cycle** means the regular recurrent period in which the Customer receives a bill from Horizon Power in accordance with the Electricity Supply Agreement**.**

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

**Charges By-laws** means the *Energy Operators (Regional Power Corporation) (Charges) By- laws 2006* (WA).

**Contribution** has the meaning given to it in the Contract Specifics.

**Contribution Agreement** means the Contract Specifics and these Terms and Conditions.

**Contract Specifics** means the specific terms of this Contribution Agreement as set out in the table with the title of “Contract Specifics”.

**Customer, You or Your** means the Customer as set out in the Contract Specifics.

**Electronic Means** the internet, email, facsimile, SMS or other similar means but does not include providing verbal information over the telephone.

**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 distribution system, as that term is defined in section 3 of the *Electricity Industry Act 2004* (WA), owned and operated by Horizon Power and connected to the Premises, including the power system operated by Horizon Power in respect of the distribution system.

**Excluded Loss** means any of the following categories of Loss:

* + 1. loss of profit, loss or deferment of revenue (including the inability to create, register or sell Renewable Energy Certificates), loss of opportunity, business interruption and loss of use;
		2. loss of goodwill, loss of business reputation, future reputation or publicity;
		3. damage to credit rating;
		4. punitive or special damages; or
		5. without limiting the above, indirect or consequential loss or damage of any kind whatsoever.

**Force Majeure Event** means an event or circumstance beyond the direct control or influence of You or Horizon Power , including acts of God, government orders, court orders, emergencies, operational necessity, required maintenance, breakdowns at power stations or elsewhere, insufficient volumes of electricity or any other problem with a distribution system or the electricity transmission system (as defined in section 3 of the *Electricity Industry Act 2004*) but excludes Your or Horizon Power’s inability to pay any money due under this Contribution Agreement for any reason.

**Generation Management** means a method by which the variable output of Renewable Source Electricity is either:

* + 1. directly or by remote means controlled, curtailed, suspended, interrupted or in any way reduced; and/or
		2. managed, either by means of electricity storage or by other electricity generation.

**Generation Management Requirements** means the rights of Horizon Power and the obligations of the Customer relating to Generation Management contained in the Technical Requirements and applicable to a Customer as notified by Horizon Power.

**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.

**Intellectual Property** means all intellectual property rights (including rights in confidential information and data) throughout the world, whether present or future, registered or unregistered, including the right to apply for registration of any such rights.

**Inverter** means the device forming part of a PV System which:

* + 1. limits the Renewable Source Electricity exported to the Electricity System; and
		2. may convert direct current generated electrical energy into alternating current electrical energy.

**Legal Requirements** means present and future obligations arising under:

* + 1. applicable laws, statutes, regulations, by-laws, orders, ordinances, proclamations and decrees of, or having effect in, Western Australia; and/or
		2. any requirement, instruction, direction, authorisation or order of a Government Agency, including licence conditions.

**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.

**Premises** means the address where the PV System is located.

**Privacy Policy** means the policy specifying the steps taken by Horizon Power to maintain customer confidentiality and which can be obtained on request from Horizon Power’s customer centre or from Horizon Power’s website, as amended from time to time in accordance with applicable privacy laws or any other law.

**PV System** means the system of photovoltaic arrays and Inverter for the generation of Renewable Source Electricity.

**Renewable Energy Buyback Contract** means the contract for the purchase by Horizon Power of Renewable Source Electricity from the Customer, comprising the Application Documents submitted by the Customer and approved by Horizon Power, together with these Terms & Conditions and the Technical Requirements and any obligations notified by Horizon Power relating to Generation Management.

**Renewable Energy Certificates** has the meaning given to it in the *Renewable Energy (Electricity) Act 2000* (Cth)**.**

**Renewable Source Electricity** means electricity generated by a Renewable System.

**Renewable System** has the meaning given to “small renewable energy system” in Regulation 3 of the *Electricity Industry (Licence Conditions) Regulations 2005* (WA).

**Solar Smoothing Services** has the meaning ascribed to it under the Contract Specifics.

**Standard Price** means a charge, fee or rental to be paid by Youfor or in connection with the supply of electricity under the *Charges By-laws* or those charges, fees or rentals for or in connection with the supply of electricity that Horizon Powerpublishes from time to time.

**Technical Requirements** has the meaning given to that term in the Renewable Energy Buyback Contract.

**Terms and Conditions** means the terms and conditions set out in this document as amended from time to time.

**Warning Notice** means a notice in writing that Horizon Power issues to You advising You of a date that Horizon Power may disconnect, de-energise or isolate Your PV System from the Electricity System if You have not paid Your bill and explaining the complaint handling process that You can use if You disagree with Your bill.

* 1. **Interpretation**

In this Contribution Agreement, unless the context otherwise requires:

* + 1. the singular includes the plural and vice versa;
		2. 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;
		3. a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporated;
		4. 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;
		5. a reference to a clause is a reference to a clause of the Contribution Agreement;
		6. headings are included for convenience and do not affect the interpretation of the Contribution Agreement;
		7. 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;
		8. if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
		9. if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;
		10. a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
		11. a reference to a liability includes any obligation to pay money and any other loss, cost or expense of any kind;
		12. a reference to a month is to a calendar month and a reference to a year is to a calendar year;
		13. 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;
		14. 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
		15. a reference to a monetary amount means that amount in Australian currency.