



Renewable energy buyback

## Commercial Terms and Conditions

For purchase of Renewable Source Electricity

Between Horizon Power and Customer

North West Integrated System and  
Regional Non-Interconnected Systems

*This contract will be offered from 1 July 2015*

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## 1. Definitions

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

**Application** means the application contained in the completed Application Documents.

**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 Customer's System to the Electricity System.

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

**Conditions** means the conditions precedent set out in clause 2.1.

**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.

**Contract Commencement Date** means the date when Horizon Power approves the Application and, subject to clause 2, the date when the Contract commences.

**Customer** means the applicant specified in the Application Documents.

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

**Electricity System** means the electricity network owned and operated by Horizon Power and connected to the Premises.

**Electricity System Constraint** means any circumstance, whether present or reasonably expected in the future, which means the Customer's System cannot be connected to the Premises or the Electricity System without Generation Management.

**Excluded Loss** means any of the following categories of loss or damage:

- (a) 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;
- (b) loss of goodwill, loss of business reputation, future reputation or publicity;
- (c) damage to credit rating;
- (d) punitive or special damages; or
- (e) without limiting the above, indirect or consequential loss or damage of any kind whatsoever.

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

- (f) directly or by remote means controlled, curtailed, suspended, interrupted or in any way reduced; and/or
- (g) 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.

**Hosting Capacity** means the limited capacity of the Electricity System to accept or manage the output of Renewable Source Electricity from a Customer's System whether because of a technical limitation, insufficient reserve generating capacity or otherwise.

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

- (h) limits the Renewable Source Electricity exported to the Electricity System; and
- (i) complies with the Technical Requirements, and which may convert direct current generated electrical energy into alternating current electrical energy.

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

- (j) applicable laws, statutes, regulations, by-laws, orders, ordinances, proclamations and decrees of, or having effect in, Western Australia; and
- (k) any requirement, instruction, direction, authorisation or order of a Government Agency.

**Metering Equipment** means, as applicable, the import, export, bi-directional, parallel and revenue meters installed at the Premises to measure the import of electricity to the Customer under the Electricity Supply Agreement and the Renewable Electricity Exported by the Customer.

**Net Export** means the amount of Renewable Source Electricity exported into the Electricity System, which is surplus to the consumption of Renewable Source Electricity that is first consumed at the Premises, as recorded by the Metering Equipment.

**Notice of Completion** means the notice identified from time to time by Horizon Power as the notice required to be completed on behalf of the Customer certifying the Customer's System has been properly installed and commissioned and is ready to be connected to the Customer's Premises and/or the Electricity System.

**Premises** means the premises nominated in the Application Documents, owned or occupied by the Customer, which must be the same Customer supplied at that premises in accordance with an Electricity Supply Agreement.

**Renewable Energy Certificate** has the meaning given in the *Renewable Energy (Electricity) Act 2000* (Cth).

**Renewable Electricity Exported** means Renewable Source Electricity transferred from the System into the Electricity System through the connection point as recorded on the Metering Equipment (in kWh) on a Net Export basis.

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

**System** means:

- (l) a system of photovoltaic arrays;
- (m) a system of wind turbines;
- (n) a hydro power system; or
- (o) another system for the generation of electricity from a renewable energy source, that has a generating capacity exceeding 1.5 kW but not exceeding 50 kW unless otherwise agreed in writing by Horizon Power.

**Technical Requirements** means Horizon Power's "Technical Requirements for Renewable Energy systems connected to the low voltage (LV) electricity system via Inverters" document.

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

## 2. Conditions to the effectiveness of the Contract

- 2.1 The provisions of this Contract other than this clause 2.1 and clauses 1 (Definitions), 6 (Meters), 11 (Default and termination), 17 (Amendment), 18 (Miscellaneous) and 19 (Interpretation) are of no force and effect until:
- (a) Horizon Power has determined that the output of Renewable Source Electricity from the Customer's System will not exceed the Hosting Capacity of that Electricity System; or
  - (b) where Horizon Power determines there is an Electricity System Constraint, the Customer has complied with any existing Generation Management Requirements and agreed to comply with any future Generation Management Requirements in relation to the Customer's System.
- 2.2 Horizon Power may in its sole and absolute discretion, waive the non-fulfilment of any Condition. Any such waiver must be in writing from Horizon Power to the Customer.
- 2.3 The parties must use their respective reasonable endeavours (other than waiver) to ensure that the Conditions are satisfied within three months following the Commencement Date.
- 2.4 If the Conditions have not been satisfied, or waived by Horizon Power by the time limit specified in clause 2.3, then this Contract shall have no force or effect.

- 2.5 If
- (a) the Customer and Horizon Power have not entered into an Electricity Supply Agreement; and
  - (b) Horizon Power has not received a Notice of Completion for the Customer's System,
- by the date which is three months after the Contract Commencement Date, then either party may terminate this Contract by giving the other party 10 days prior notice in writing.

### 3. Renewable Source Electricity buyback commencement date

- 3.1 The sale of Renewable Source Electricity by the Customer to Horizon Power in accordance with this Contract will commence on the date that all of the following has occurred:
- (a) if the Customer does not have an Electricity Supply Agreement with Horizon Power, the Customer and Horizon Power have entered into an Electricity Supply Agreement;
  - (b) the necessary Metering Equipment has been installed by Horizon Power in accordance with clause 6.1;
  - (c) the Customer has complied with those aspects of the Technical Requirements (including the Generation Management Requirements) necessary to enable import and export of electricity to and from the Electricity System and has agreed to comply with the Generation Management Requirements applicable to the ongoing operation of the Customer's System;
  - (d) the Customer's System is connected to and ready to import and export electricity to and from the Electricity System and Horizon Power has been provided with a Notice of Completion in accordance with clause 7.1, to its satisfaction; and
  - (e) where required by Horizon Power, the Customer's System has successfully completed the tests set out in clause 7.2 and clause 7.3.

### 4. Technical Requirements

- 4.1 The Customer must ensure that the Customer's System at all times complies with the Technical Requirements including the Generation Management Requirements notified by Horizon Power as applying to the Customer. The costs of complying with the obligations in this clause 4.1 are the Customer's costs.
- 4.2 If the Customer does not comply with clause 4.1 or clause 9.1(b), Horizon Power may take appropriate action (including disconnection of the relevant export Metering Equipment and, if necessary, the Customer's System) to ensure that there is no Renewable Source Electricity output from the Customer's System or the Premises and clauses 7.6 and 8.4 will apply.

## 5. Renewable energy sale prices

- 5.1 Horizon Power will purchase Renewable Electricity Exported by the Customer at the prices set out at Schedule A or as otherwise agreed with the Customer. The parties acknowledge and agree that the prices payable under this Contract may vary in accordance with clause 17.
- 5.2 The parties acknowledge and agree that this Contract only governs the sale of Renewable Source Electricity by the Customer to Horizon Power. The purchase of electricity by the Customer from Horizon Power is governed by the terms of the Electricity Supply Agreement.

## 6. Installation of meters

- 6.1 Horizon Power will, as soon as reasonably practicable after the Contract Commencement Date, supply and install any Metering Equipment required to be installed at the Premises to facilitate the measurement and sale of Renewable Electricity Exported by the Customer to Horizon Power under this Contract. The Customer must provide a safe and secure place, which also complies with the relevant Legal Requirements, for installation and operation of that Metering Equipment.
- 6.2 The Customer must pay all costs associated with:
  - (a) the supply and installation of new Metering Equipment at the Premises; or
  - (b) the reprogramming of Metering Equipment existing at the Premises,by Horizon Power under clause 6.1, at the prices published by Horizon Power from time to time which are, as at the Contract Commencement Date, the prices as set out in Schedule B. The parties acknowledge and agree that the prices published from time to time may mean that:
  - (c) prices are varied (either increased or decreased); (d) prices may no longer be payable; and
  - (e) where no price was payable, prices may become payable. The Customer must pay those costs within 14 days of receiving an invoice for those costs from Horizon Power (regardless of whether the Customer's System is or is to be installed or commissioned).
- 6.3 The Metering Equipment is not transferable to any other place and, once installed, remains installed at the Premises. The Metering Equipment always remains the property of Horizon Power.
- 6.4 The Customer must provide access and all reasonable assistance to Horizon Power in order for it to install any Metering Equipment at the Premises.
- 6.5 In the event of any delay in the installation of the Metering Equipment Horizon Power will, to the extent permitted by law, have no liability for any loss to the Customer whether arising out of or in connection with Horizon Power's breach of this Contract, its breach of statutory duty, its negligence or otherwise.

## 7. Customer's System

- 7.1 Upon completion of the installation of the Customer's System, the duly completed and signed original Notice of Completion must be provided to Horizon Power.
- 7.2 Following receipt by Horizon Power of the Notice of Completion, a test of the Customer's System may, at the discretion of Horizon Power, be conducted by a licensed electrician appointed by Horizon Power to establish that the Customer's System complies with all Technical Requirements.
- 7.3 A test of the Customer's System may include:
- (a) disconnection of the Horizon Power supply to the Premises with an Electricity System trip;
  - (b) auto-reconnection to the Electricity System;
  - (c) operational testing of residual current devices when fed only from the Customer's System;
  - (d) testing to establish the proper functioning of Generation Management; and
  - (e) inspection of the Customer's System for compliance with relevant standards and Technical Requirements required to be complied with in accordance with this Contract.
- 7.4 The Customer must pay all costs associated with the purchase, installation and maintenance of the Customer's System.
- 7.5 The Customer must pay all costs associated with:
- (a) any testing of the Customer's System referred to in clause 7.2 and clause 7.3 (but excluding the testing referred to in clause 7.3(d)) after Horizon Power receives the Notice of Completion; and
  - (b) any testing of the Customer's System (other than the testing referred to in paragraph (a)) where upon testing it is found to have any fault, at the prices published
- by Horizon Power from time to time, which are, as at the Contract Commencement Date, the prices as set out in Schedule B. The parties acknowledge and agree that the prices published from time to time may mean that:
- (c) prices are varied (either increased or decreased);
  - (d) prices may no longer be payable; and
  - (e) where no price was payable, prices may become payable.
- 7.6 Horizon Power will only take delivery of, purchase and pay for Renewable Source Electricity actually received by the Electricity System (on a Net Export Basis) and measured by the export Metering Equipment installed at the Premises.

## 8. Disconnection rights

- 8.1 The Customer's System may be disconnected from the Electricity System for operational reasons or for planned maintenance.
- 8.2 Horizon Power may disconnect the Customer's System if the Customer breaches any of its material obligations under this Contract.
- 8.3 Horizon Power may disconnect the Customer's System from the Electricity System at any time without notice in an Emergency. In this clause 8.3, Emergency means an actual or imminent situation that in Horizon Power's opinion would or is likely to jeopardise Electricity System integrity or public or personal safety.
- 8.4 To the extent permitted by law, Horizon Power will not be liable to the Customer for any moneys or compensation, nor will Horizon Power be exposed to any other remedy, if the Electricity System does not accept Renewable Source Electricity exported from the Customer's System for any reason, including because of Generation Management undertaken by Horizon Power, or if the Customer does not or cannot generate or export Renewable Source Electricity from the Customer's System to the Electricity System, or the Customer cannot itself use Renewable Source Electricity for any reason.

## 9. Approvals and liaison

- 9.1 The Customer must:
  - (a) obtain and maintain all necessary licenses, permits and/or approvals from all Government Agencies (including building and planning approvals) required for it to generate Renewable Source Electricity and, where necessary, to allow for the Renewable Source Electricity to be exported to the Electricity System;
  - (b) maintain the Customer's System (and all associated equipment) in good working and reliable order and available for export of Renewable Source Electricity to the Electricity System;
  - (c) notify Horizon Power in advance of any maintenance work which is planned in relation to the Customer's System that may affect the Electricity System and coordinate such maintenance with any maintenance work required by Horizon Power on the Electricity System to the extent that Customer's work will affect the supplies to and from the Customer's Premises; and
  - (d) obtain Horizon Power's prior consent to any proposed changes to the Customer's System (including operational, structural and functional changes) including any changes in the Customer's System generating capacity or output capacity.
- 9.2 The Customer must provide Horizon Power with information Horizon Power reasonably requests for the purposes of the Contract.

- 9.3 If Horizon Power requests information under clause 9.2:
- (a) all information must be correct and the Customer must not mislead or misrepresent the information provided to Horizon Power;
  - (b) the Customer must provide the information in the required format and by the specified deadline; and
  - (c) Horizon Power reserves its rights, including the right to terminate this Contract, if information provided by a Customer is incorrect, misleading or deceptive.
- 9.4 Horizon Power is permitted to use information provided by the Customer as may be necessary for Horizon Power to comply with its obligations under this Contract or to carry out its functions in accordance with any applicable law.
- 9.5 Horizon Power is permitted to disclose information provided by or collected from the Customer to any Government Agency for purposes related to the Contract or to carry out its functions in accordance with any applicable law. Such information includes Customer details, confirmation of System installation, Customer and System eligibility, reporting in relation to the Customer's Contract and the amount of Renewable Electricity Exported.
- 9.6 The Customer must bear its own costs in relation to performance of its obligations under this clause 9 and in relation to its compliance with any applicable law.

## 10. Metering Equipment reading, billing and payment

- 10.1 Horizon Power must issue a bill for electricity consumed and all other amounts payable by the Customer under the Electricity Supply Agreement. On that bill, Horizon Power must also set out the amounts payable by Horizon Power to the Customer for the purchase of Renewable Electricity Exported calculated at the renewable energy sale rate which applies under clause 5 (Renewable Source Electricity Amount).
- 10.2 On the bill issued pursuant to clause 10.1:
- (a) the amount payable by the Customer under the Electricity Supply Agreement will be set out as a debit amount; and
  - (b) the Renewable Source Electricity Amount will be set out as a credit amount.
- 10.3 If:
- (a) the sum of the amounts in clause 10.2 is a debit amount, the Customer will pay that amount to Horizon Power in accordance with the requirements of the Electricity Supply Agreement; or
  - (b) the sum of the amounts in clause 10.2 is a credit amount, then subject to clause 10.4, Horizon Power will carry over that positive amount as a credit amount applicable to the next bill issued in accordance with clause 10.1. No interest will be paid for the Renewable Source Electricity Amount held in credit in accordance with this clause 10.3(b).

- 10.4 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 the Customer, on request. If the Customer requests payment of the excess amount under this clause 10.4, Horizon Power will pay the Customer the excess amount using the payment method it determines is applicable from time to time. If the Customer requests 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 the Customer.
- 10.5 Subject to clause 10.9, Horizon Power will use data from the Metering Equipment to prepare the Customer's bill for a Billing Cycle.
- 10.6 Horizon Power will use its best endeavours to ensure that it obtains data from the Metering Equipment once in every Billing Cycle. This clause 10.6 does not apply where instead an approval under clause 10.7 applies.
- 10.7 The Customer may request the approval of Horizon Power to allow the Customer to read the Metering Equipment. If Horizon Power approves the request of the Customer, which approval it can give or withhold in its absolute discretion and on any reasonable conditions, the Customer must read the Metering Equipment as approved by Horizon Power during each Billing Cycle and provide Horizon Power with the data from the Metering Equipment. Horizon Power will bill the Customer on the basis of the Customer's readings of the Metering Equipment. Notwithstanding any approval given to the Customer to read the Metering Equipment, the Customer must provide access to Horizon Power to enable it to read the Metering Equipment.
- 10.8 Where data from the Metering Equipment is to be obtained in accordance with clause 10.6, the Customer must facilitate access to the Metering Equipment for this purpose.
- 10.9 Where data from the Metering Equipment is not obtained or provided in a Billing Cycle (including where the Metering Equipment is faulty or consumption and energy flows (including import and export) are not properly recorded), Horizon Power may issue a bill to the Customer after estimating electricity consumption, energy flows (including import and export) and Renewable Electricity Exported for that Billing Cycle, with those estimates based on:
- (a) data previously obtained from the Metering Equipment; or
  - (b) if Horizon Power does not have data referred to in paragraph (a), data from customers who Horizon Power considers are in a comparable position (generally by location, Systems installed and electricity consumption and export patterns); or
  - (c) if neither paragraphs (a) or (b) apply, then subject to any applicable law, any method of estimation Horizon Power chooses, acting reasonably.
- 10.10 If Horizon Power under-credits a Customer for any reason, then Horizon Power will credit the amount to the Customer's account.
- 10.11 If Horizon Power over-credits the Customer for any reason, then Horizon Power can require the Customer to make a correcting payment.

10.12 Despite anything else in this clause 10, the form of a bill must be in accordance with the requirements under clause 15 and clause 16 in relation to GST and in particular, the requirements of a tax invoice or a recipient created tax invoice, as the terms are used in those clauses.

## 11. Default and termination

- 11.1 The Customer may terminate this Contract at any time by giving at least six months' written notice to Horizon Power.
- 11.2 Horizon Power may terminate this Contract at any time by giving at least six months' written notice to the Customer.
- 11.3 Horizon Power may terminate this contract at any time if any of the following occurs:
- (a) the Customer's System ceases to be a System;
  - (b) the customer fails to comply with clause 9.1(d);
  - (c) the Customer's Premises or Customer's System or both cease to be connected to the Electricity System at a connection point;
  - (d) the Customer's Electricity Supply Agreement terminates for any reason; or
  - (e) a duly completed copy of the Notice of Completion is not provided to Horizon Power within 3 months following the Contract Commencement Date.
- 11.4 If the Customer sells, transfers or vacates the Premises, this Contract will terminate on the day that the Electricity Supply Agreement with the Customer for the Premises ends.
- 11.5 Subject to clause 11.2, if the Customer fails to comply with any of its obligations under this Contract, Horizon Power may give a notice in writing to the Customer requiring the Customer to cure the default and if the Customer fails to cure the default within the time specified by Horizon Power, Horizon Power may terminate this Contract by giving 14 days' notice in writing to the Customer.
- 11.6 Upon termination of this Contract, the Customer must ensure that no Renewable Source Electricity is exported to the Electricity System from the Customer's System or the Premises. Horizon Power may take appropriate action (including disconnection of any export Metering Equipment installed at the Premises) to ensure that no Renewable Source Electricity is exported to the Electricity System from the Customer's System or the Premises and the Customer must pay all associated costs.
- 11.7 Following termination of this Contract, Horizon Power must pay to the Customer any outstanding amount payable to the Customer under this Contract within 29 days after a written request is received from the Customer. If the Customer requests payment under this clause 11.7, Horizon Power will pay the Customer the outstanding amount using the payment method it determines is applicable from time to time. If the Customer requests 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 the Customer.

- 11.8 The termination of this Contract does not affect any continued operation of the Electricity Supply Agreement.
- 11.9 Subject to clause 11.8, upon termination of this Contract, the Parties shall be under no obligation to each other except as provided in clauses 11.10, 11.11, and 11.12.
- 11.10 Despite the termination of this Contract, the Generation Management Requirements will continue to apply to a Customer and Horizon Power's rights to notify the Customer of Generation Management Requirements will also survive termination of this Contract.
- 11.11 Subject to clauses 12 and 13, this clause 11 is without prejudice to any other legal rights and remedies as may be available to a non-defaulting party (whether at common law, equity or otherwise).
- 11.12 Termination of this Contract (including under clause 2.4 and clause 2.5) operates without prejudice to any rights or remedies that may have accrued to a party prior to termination.

## 12. Liability for damage

- 12.1 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 or to the Customer's System or in relation to its use.
- 12.2 The Customer must install adequate protection devices to protect the Customer's System from faults (including power surges) on the Electricity System. Horizon Power will not be liable for any loss or damage to the Customer's System or for any injury arising as a result of the Customer failing to install such protection devices.
- 12.3 The Customer is liable for, and must indemnify Horizon Power against any loss or damage caused by, consequent upon or arising out of or in connection with any intentional, reckless or negligent acts and omissions of the Customer in relation to:
- (a) a breach of any term of this Contract by the Customer; or
  - (b) a breach by the Customer of the Technical Requirements required to be complied with in accordance with this Contract; or
  - (c) the Customer's System or its use.

## 13. No liability for Excluded Loss

- 13.1 To the extent permitted by law, a party will not in any circumstances be liable to another party for any Excluded Loss howsoever arising, whether in contract or in tort or under any legislation or indemnity, whether foreseen or foreseeable, and whether or not such losses and damages are caused or contributed to by any wrongful act, omission, or negligence of either party.
- 13.2 Nothing in this clause 13 relieves a party from its express payment obligations under this Contract.

## 14. Application of legislation

- 14.1 Nothing contained in this Contract will in any way limit the operation or effect of any Act or regulations (or deprive Horizon Power of its rights or obligations thereunder) including the *Energy Operators (Powers) Act 1979 (WA)*, *Energy Operators (Regional Power Corporation) (Charges) By-laws 2006 (WA)*, the *Electricity Corporation Act 2005 (WA)*, the *Electricity Industry (Licence Conditions) Regulations 2005 (WA)*, the *Electricity Industry Customer Transfer Code 2004 (WA)* and the *Electricity Industry Metering Code 2005 (WA)*.
- 14.2 This Contract does not in any way limit Horizon Power's obligation to comply with any 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.

## 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 Subject to the offset of an amount on a bill under clause 10, 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 must 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 Subject to clause 16, where in relation to this Contract a party makes a taxable supply, that party must 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 15.

## 16. Agreement to use recipient created tax invoices

- 16.1 This clause 16 applies where the Customer is registered for GST.
- 16.2 The parties agree that:
- (a) Horizon Power can issue tax invoices in respect of the supplies made by the Customer under or in connection with this Contract; and
  - (b) the Customer will not issue tax invoices in respect of these supplies.
- 16.3 Horizon Power warrants that it is registered for GST when it enters into this Contract and that it will notify the Customer if it ceases to be so registered.
- 16.4 The Customer warrants that it is registered for GST when it enters into this Contract and that it will notify Horizon Power if it ceases to be so registered.
- 16.5 The Customer warrants that its ABN is as set out on the Application Documents, and acknowledges that Horizon Power relies on such as being correct.
- 16.6 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.

## 17. Amendments to prices and other terms

- 17.1 Horizon Power may review and amend any prices payable under this Contract and any other Terms & Conditions annually or from time to time and applicable from 1 July in any year or from another time as notified by Horizon Power to the Customer.
- 17.2 The Customer acknowledges and agrees that the prices payable under this Contract may be amended with the result being that:
- (a) prices are varied (either increased or decreased);
  - (b) prices may no longer be payable; and
  - (c) where no price was payable, prices may become payable.
- 17.3 In determining the prices payable under this Contract and specified in Schedule A and Schedule B (and any amendments to the prices or new prices), the factors which Horizon Power will consider may include:
- (a) Horizon Power's costs of electricity generation;
  - (b) line losses applicable to Customers' generation of Renewable Source Electricity and the aggregate effect on line losses for an Electricity System;
  - (c) Customers' contribution to firm generation capacity on an Electricity System;
  - (d) cost of materials and items;
  - (e) labour costs;
  - (f) transportation costs;
  - (g) costs of funding and debt;
  - (h) administration costs; and
  - (i) any costs associated with Horizon Power procuring electricity.
- 17.4 Prices payable under this Contract may also contain a margin for Horizon Power.
- 17.5 If the Terms & Conditions, any prices set out in the Terms & Conditions and the Technical Requirements are amended, then the Contract will be deemed to be amended on and from the date that the change is notified to commence.
- 17.6 If the Customer's System remains connected to the Electricity System for a period of seven days after the date of notification of the change referred to in clause 17.5, that conduct will be taken as conclusive evidence of the notified amendments having effect between the parties on and from the date the change is notified to commence.

## 18. Miscellaneous

- 18.1 If the whole or part of any of this Contract is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of the Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause 18.1 has no effect if the severance alters the basic nature of this Contract or is contrary to public policy.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 A party may only elect to waive a right conferred by this Contract in writing, signed by the party electing to give the waiver and no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as an election to waive the right or otherwise prevents the exercise of the right.
- 18.6 An election to waive a right on one or more occasions does not operate as a deemed election to waive that right if it arises again and the exercise of an election to waive a right does not prevent any further exercise of that right or of any other right.
- 18.7 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 will 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 will be held to be a waiver of any other or subsequent breach.

## 19. Interpretation

In this Contract:

- (a) Headings, underlining and bold type are for convenience only and do not affect the interpretation of this Contract.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Other parts of speech and grammatical forms of a word or phrase defined in this Contract have a corresponding meaning.
- (d) An expression referring to a person includes any company, partnership, joint venture, association, corporation or other body corporate, education institution, non-profit making organisation and any Government Agency as well as an individual.
- (e) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and party, schedule, attachment or exhibit to, this Contract and a reference to this Contract includes any schedule, attachment and exhibit.
- (f) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (g) A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.
- (h) A reference to a price, rate, cost, fee or charge in this Contract is also to be taken to be a reference to each other term, or any of them, as the case requires.
- (i) A promise on the part of two or more persons binds them jointly and severally.
- (j) No provision will be construed adversely to a party because that party was responsible for the preparation of this Contract or that provision.
- (k) A reference to a body, other than a party to this Contract (including an institute, association or authority), whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body;is a reference to the body which replaces it or which substantially succeeds to its power or functions.
- (l) Specifying anything in this Contract after the words “include” or “for example” or similar expressions does not limit what else is included.

## SCHEDULE A

### Metering Costs\*

Meter re-programming fee.....\$25

Additional fees may apply to customers without an advanced meter.

*\*ALL METERING COSTS ARE SUBJECT TO CHANGE AND INCLUDE GST.*

### Testing Costs\*

Testing costs are yet to be introduced.

*\*ALL TESTING COSTS ARE SUBJECT TO CHANGE AND INCLUDE GST.*