

1. Overview

- 1.1. As a Solar City, Alice Springs aims to achieve a vision of cooperation between Government, industry and business, and the community in becoming a national and international showcase for sustainable living through the use of solar energy, and energy efficient practices.
- 1.2. To assist Commercial and other organisations improve the efficiency of their premises, ASC is offering various Incentive Programs that provide financial incentives for the uptake of selected products and services.

2. Meanings

- 2.1. In this document, unless inconsistent with the context or subject matter, the following terms have the following meanings:
 - a) **Alice Solar City (ASC)** means the operation in Alice Springs of the Solar Cities Project by the Consortium.
 - b) **Registered** means a product service or supplier that has been registered by ASC for inclusion in a specific incentive program of the Alice Solar City project and has been published by ASC in the relevant register.
 - c) **Consortium** means the Consortium managing ASC comprising Alice Springs Town Council (ASTC), Power and Water Corporation (PWC), Northern Territory Government (NTG), Desert Knowledge Co-operative Research Centre (DKCRC), Arid Lands Environment Centre (ALEC), Tangentyere Council and the Northern Territory Chamber of Commerce and Industry (NTCCI).
 - d) **Customer** means an organisation which takes up one or more of the Commercial Incentive Programs provided by ASC.
 - e) **Small Business** means an organisation which has been issued an ABN whose energy consumption at their primary premises is less than 160 Megawatt-Hours per annum.
 - f) **Large Business** means an organisation which has been issued an ABN and whose energy consumption at their primary premises is greater than 160 Megawatt-Hours per annum.
 - g) **Commercial Energy Survey** means a visit by an agent of ASC to walk through and inspect the registered premises, plant and equipment of the customer for the purposes of the Commercial Incentive Program.
 - h) **Incentive Program** means any of the range of individual programs that a Customer may take up or participate in as part of Alice Solar City.
 - i) *(deleted)*.
 - j) **Photovoltaic System Package (PVSP) Incentive Program** means the Incentive Program in which the Customer receives an Incentive for the purchase and installation of a Photovoltaic System Package.
 - k) **Commercial Property** means land located within the Alice Springs Town Council municipality on which there is a building lawfully occupied or which is zoned for the purposes of the operation of a legal entity.
 - l) **Smart Living Centre (SLC)** means the activity hub, coordination centre, education venue and showroom for ASC activities located at 2/82 Todd Street, Alice Springs.
 - m) **Solar Cities Project** means the national initiative of the Department of Environment, Water, Heritage and the Arts (DEWHA) which runs to the end of June 2013.
 - n) **Terms** means these Customer Terms.
 - o) **Rebate Offer** means a document which lists the products and services which may be eligible for a rebate from ASC under an Incentive Program for the specified Customer. The document details the maximum rebate available, the expiry date and other conditions of offer.

3. General Terms and Conditions

- 3.1. Each Incentive Program will only be granted once for any particular Commercial Property for the duration of the Solar Cities Project, unless specified otherwise in these Terms.
- 3.2. All applications for an Incentive Program are subject to:
 - a) The successful completion of an ASC Commercial Energy Survey on the Commercial Property, except where specified otherwise.
 - b) The Customer being the occupant of the Commercial Property.
 - c) The issue by ASC of an Incentive Voucher or Rebate Offer under the relevant Incentive Program to the Customer prior to the purchase or installation of any product or service, upon ASC

being satisfied that the customer is entitled to the same under these Terms.

- 3.3. *(deleted)*.
- 3.4. Incentives are not available for in-kind costs sustained by the Customer in the installation and operation of measures undertaken, including Employee costs.
- 3.5. Purchases of products and services by the customer as part of an Incentive Program where use of a Registered Supplier is not specified are to support local business wherever practical.
- 3.6. The Customer must obtain and keep current all statutory approvals and / or permits necessary for any lawful alteration to a Commercial Property arising from alterations carried out as part of an Incentive Program.
 - 3.6 Any works performed on a Commercial Property as part of an Incentive Program must be carried out in accordance with electrical, plumbing and other standards and codes applicable to the works, by professionals licensed to perform such works.
 - 3.7. Any works done on a Commercial Property as part of an Incentive Program must not be moved or altered without prior approval from ASC. If a Customer moves or alters a product without prior consent, the Customer may be required to refund a part or the whole of the monetary value of any benefit received under the Incentive Program.
 - 3.8. An Incentive Voucher will expire the day after 6 months from the date of issue by ASC.
 - 3.9. If the Customer transfers or assigns its interest in the Property during the length of the ASC project (i.e. before 30th June 2013), the Customer shall:
 - a) notify ASC forthwith of any transfer of its interest in the Property; and
 - b) through best endeavours ensure that the transferee of the Property executes such documentation as may be required by ASC to ensure that the new owner of the Property is bound under this Agreement to the same extent as the Customer.
 - 3.10. ASC reserves the right to alter the Commercial Incentive Program customer terms from time to time; the current version will apply to all existing customers and is available from the Smart Living Centre or by download from www.alicesolarcity.com.au.
 - 3.11. Unless explicitly specified otherwise, all incentives and rebates shall be calculated on the GST exclusive cost of a product or service.
 - 3.12. The Customer agrees to grant reasonable access to their property to allow ASC and/or their nominated agent(s) to carry out inspections to confirm compliance with these Terms and/or inspect the quality of works carried out under the Program.

4. Specific Terms and Conditions - Programs

- 4.1. **Small Business Energy Efficiency Incentive Program**
 - a) A Customer may, after successful completion of a Commercial Energy Survey, be issued a Rebate Offer for specified products or services.
 - b) The customer may purchase those products or services, and apply to ASC for reimbursement of the rebate amount(s) up to the rebate total cap.
 - c) *(superseded by clause 3.12)*
 - d) The ASC may, at its discretion or otherwise in accordance with its assessment criteria, approve the Customer's application under this Incentive Program.
 - e) The Rebate Offer shall not apply to any works carried out prior to the issue date of the Rebate Offer.
 - f) The customer may receive more than one Rebate Offer for the duration of the Solar Cities Project, but the sum of all rebates offered and claimable shall not exceed the published per-facility funding cap for this program.
- 4.2. **Small Business Cost-Reflective Tariff (CRT) Program**
 - a) A Small Business Customer to whom PWC supplies electricity can have the electricity meter at his or her Commercial Property replaced with a Solar City Smart Meter, and be billed by PWC on the basis of published CRTs.
 - b) The installation of the Smart Meter will be performed by and at the cost of ASC and PWC except where the installation or removal of a Smart Meter requires alterations to the meter box, the Commercial property or any electrical wiring, in which case the costs of such measures will be met by the Customer.



- c) This Incentive Program is for a minimum period of 12 months, but may be cancelled by a Customer on written notice to PWC.
- (i.) A Customer who cancels his or her involvement in this Incentive Program within 12 months will meet the cost of the removal by PWC of the Smart Meter and re-installation of the previous meter or meters.
- (ii.) On cancellation of this Incentive Program by the Customer, the CRT will remain applicable until the next scheduled billing cycle meter reading.
- d) A Small Business Customer may be offered a Solar City Smart Meter and In-House Display without the requirement for implementation of CRT. In this case clauses 4.2 b) and 4.2 c) (i.) will apply.
- 4.3. Large Business Energy Audit Incentive Program
- a) A Customer may, after successful completion of a Commercial Energy Survey, be issued a Rebate Offer for a professional energy audit.
- b) The customer must utilise a service provider selected from the ASC list of Registered energy auditors.
- c) The customer must request an additional copy of the final energy audit report provided by the selected auditor, and this copy shall be sent to ASC for its records.
- d) The Rebate Offer shall not apply to a service performed prior to the issue date of the Rebate Offer.
- 4.4. Large Business Energy Efficiency Incentive Program
- a) The guidelines for this incentive program are provided as part of a separate application process.
- 4.5. Photovoltaic System Package (PVSP) Incentive Program
- a) A Customer may purchase a PVSP from a Supplier, utilising a Rebate Offer to receive a rebate on part of the cost of that PVSP. The Rebate Offer will specify the eligible PSVP and Supplier.
- b) The ASC may, at its discretion or otherwise in accordance with its assessment criteria, approve the Customer's application under this Incentive Program.
- c) The Customer:
- (i.) will upon receipt of an acceptable written operating and maintenance agreement for the PVSP Registered by ASC from the Registered Supplier, maintain the agreement in force at all times. The operating and maintenance agreement must address the roles and responsibilities of the supplier and the Customer, and preventative maintenance arrangements (annual on-site general maintenance for the 1st year). A failure to have or to observe the written service and maintenance plan will be treated by ASC as a breach of these Terms for the purposes of clause 5.2.
- (ii.) *(deleted)*
- (iii.) for a PVSP of capacity less than 5kW, agrees to the PWC commercial buy back tariff as published from time to time.
- (iv.) for a PVSP with capacity of 5kW or greater, will follow the PWC published "Requirements for Grid Connection of Photovoltaic Systems via Inverters", including entering into agreements with PWC for network connection and power purchase.
- (v.) understands that making any operational changes to the installed PVSP, including increasing generation capacity, is subject to prior consent from ASC / PWC.
- (vi.) understands any breach of these terms may result in termination of the "buyback tariff" and other action (refer clause 5.2).
- (vii.) understands that prior to termination, the Customer will be given three (3) months notice in writing to rectify the breach.
- (viii.) agrees that in the event that the Power and Water distribution network is unable to accept import energy for any reason, no compensation will be taken into account in import or export payment calculations.
- (ix.) will ensure receipt of an operation manual, completed and signed "PVSP Commissioning Report" and a Certificate of Compliance from the supplier of the PVSP.
- (x.) understands that ASC/PWC require receipt of completed and signed "PVSP Commissioning Report" and Certificate of Compliance before network connection and power purchase are initiated.

- (xi.) will ensure through best endeavours that the PV system remain operational for a minimum of five (5) years.
- (xii.) recognises that a PVSP agreement is bound to the Power and Water Corporation Act, Electricity Networks (Third Party Access) Act and Electricity Reform Act.
- (xiii.) understands that at the termination of the ASC program, the customer may need to re-negotiate with PWC the connection of their PVSP to the PWC network.
- (xiv.) Agrees that PWC will create recipient created tax invoices for the gross buyback of energy generated by the PVSP, using the customer ABN lodged with PWC, and the customer shall therefore not issue tax invoices for same.

5. Breach of Conditions

- 5.1. ASC may treat any breach or default of these Terms as a repudiation by the Customer of his or her involvement in the relevant Incentive Program and terminate such Program.
- 5.2. Upon such breach or default, ASC or any member of the Consortium may cease any incentive arrangement and demand repayment from the Customer of a part or the whole of the value of any benefit received by the Customer pursuant to the above Incentive Programs.
- a) Repayment will be calculated on a pro rata basis as shown below:
- | Time from first receipt of benefit to breach | Percentage of benefits repayable |
|--|----------------------------------|
| 0-2 years | 80% |
| 2-3 years | 60% |
| 3-4 years | 40% |
| 4-5 years | 20% |
- 5.3. The Customer agrees to compensate ASC in respect of any breach of the above terms and that ASC is entitled to recover damages from the Customer in respect of such breaches.
- 5.4. ASC's entitlement under this clause is in addition to any other remedy to which ASC is entitled.

6. Privacy & Disclosure

- 6.1. Information collected from the customer by ASC will only be disclosed to employees, contractors or agents of Alice Solar City in order to provide the customer with information regarding other Alice Solar City products and services or the purposes outlined above. We will only otherwise disclose information provided by the customer to third parties where this is consistent with our obligations under the Privacy Act 1988 (Cth) and our Solar Cities contractual obligations with the Department of the Environment, Water Heritage and the Arts (DEWHA) under the Solar Cities program. While every attempt will be made to remove any identifying information from data submitted to DEWHA, identifying information may not be able to be removed in all circumstances. To the extent that such information cannot be removed, the customer is hereby notified that the information it submits will be used to assist in: (a) the development of Commonwealth energy, environment and climate change policies by the Minister for the Environment, Heritage and the Arts, the Minister for Resources and Energy, the Minister for Climate Change and Water, DEWHA, the Department of Resources, Energy and Tourism, the Department of Climate Change and any future Minister, Department or agency (within the meaning of the Privacy Act 1988 (Cth)) that is responsible for energy, environment and climate change policies; and (b) the administration of the Solar Cities program by DEWHA. However, no information will be disclosed to any individual or entity outside the Alice Springs Solar City consortium or who is not an approved partner of the consortium without your permission.

7. Disclaimer

- 7.1. ASC and the Consortium are not liable to the Customer or to anyone else for any loss incurred in connection with the Customer's undertaking of an Incentive Program under the Solar Cities Project or these Terms.
- a) Loss means any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered.
- 7.2. ASC makes no endorsement of or warranty regarding the Registered products suppliers and services in connection with the Solar Cities Project. The Customer must ensure that the relevant product supplier or service is appropriate for the Customer's specific circumstances and needs.

