

**1. Overview**

- 1.1. As a Solar City, Alice Springs aims to achieve a vision of cooperation between Government, industry, 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 Residents improve the efficiency of their homes, ASC is offering various Incentive Programs that provide financial incentives for the uptake of selected products and services. These products and services have been specifically targeted as being the most cost effective measures to reduce energy consumption as well as being financially realistic.

**2. Meanings**

- 2.1. In this document, unless inconsistent with the context or subject matter, the following terms have the following meanings:

**Alice Solar City (ASC)** means the operation in Alice Springs of the Solar Cities Program by the Consortium. **Consortium** means the Consortium managing ASC comprising Alice Springs Town Council (ASTC), Power and Water Corporation (PWC), Northern Territory Government (NTG), Arid Lands Environment Centre (ALEC), Tangentyere Council and the Northern Territory Chamber of Commerce and Industry (NTCCI).

**Cost-Reflective Tariffs (CRTs) Program** means the Incentive Program in which a Smart Meter to access Cost-Reflective Tariffs is installed.

**Customer** means a person who has Registered with ASC.

**Energy Efficiency Incentive Program (EEIP)** means the Incentive Program in which the Customer receives an Incentive on Registered products and services.

**Home Energy Survey** means a survey of the Residential property and the electricity consumption of the Resident by a trained ASC energy auditor.

**Incentive Program** means any of six individual programs that a Resident may take up or participate in.

**Incentive Voucher** means a voucher that can be used in lieu of part payment for Registered products or services issued by ASC which can only be used for a specific purpose, and notes Customer details, expiry date, maximum Incentive value and unique voucher ID number.

**In-house Display (IHD)** means the portable LCD touch screen display provided to Customers participating in the Cost Reflective Tariff trial.

**Landlord** means the owner of a Residential Property which is rented or leased to a Resident

**New Build** means any Residential property in the planning stage which will be constructed in the future or which is in the process of construction.

**Photovoltaic System Package (PVSP) Incentive Program** means the Incentive Program in which the Customer receives an Incentive for the purchase and installation of a Registered Photovoltaic System Package.

**Registered means** providing required personal and Residential Property details to ASC, and signing a Registration form authorising Power and Water to release billing data and agreeing to ASC Customer Terms.

**Registered Supplier, product or service** means a supplier, product, or service that has been registered by ASC for inclusion in the Solar Cities Program and has been published by ASC in a document titled Registered Supplier / Products List.

**Resident** means a person who occupies a Residential Property as his or her principal place of residence and in whose name the electricity account for the Residential Property is held

**Residential Property** means land located within the Alice Springs Town Council municipality on which there is a building lawfully occupied as a place of residence or suitable for occupation as a place of residence by a Resident.

**Resource** means any object loaned by ASC to the Customer and includes, but is not limited to, books, magazines, power usage meters, light globes, and DVDs.

**Smart Living Centre (SLC)** means the activity hub, coordination centre, education venue and showroom for ASC's activities located at 2/82 Todd Street, Alice Springs.

**Solar Cities Program** means the national initiative of the Department of Climate Change and Energy Efficiency (DCCEE) which runs to the end of June 2013.

**Solar Hot Water Package (SHWP) Program** means the Incentive Program in which the Customer receives an Incentive on the purchase and installation of a Registered Solar Hot Water Package.

**"10:10 / 20:20" Program** means the Incentive Program in which the Customer applies for a discount to his or her electricity bill in proportion to the reduction in his or her electricity consumption

**Terms** means these Customer Terms.

**3. General Terms and Conditions**

- 3.1. Each Incentive Program will only be granted once for any particular Residential Property for the duration of ASC.

- 3.2. All applications for an Incentive Program are subject to:

- The Customer has registered their Residential Property with ASC
- The successful completion of an ASC Home Energy Survey on the Residential Property.
- The Customer being a Resident of the relevant Residential Property.
- Landlords who wish to access incentives must ensure that the current Resident is also a Customer and the Landlord must abide by clause 3.8.
- The issue of an Incentive Voucher under the relevant Incentive Program to the Customer prior to the purchase or installation of any Registered product or service by ASC upon it being satisfied that the customer is entitled to the same under these Terms.
- After Registration, approved measures may be undertaken prior to the Home Energy Survey on the Residential Property being undertaken and Incentive Vouchers issued.

- 3.3. All Registered products and services shall be installed or performed by a Registered Supplier unless otherwise specified on Incentive Voucher or unless the property in question is deemed a New Build by ASC.

- 3.4. If the property is a New Build it is the responsibility of the Customer to ensure that the Registered product is installed by a suitably qualified professional.

- 3.5. The Customer must obtain and keep current all statutory approvals and / or permits necessary for any lawful alteration to a Residential Property arising from the installation of a Registered product or service.

- 3.6. Any Registered product installed on a Residential 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.

- 3.7. An Incentive Voucher will expire the day after 4 months from the date of issue by ASC. Customers may apply to ASC to have the voucher extended or reissued subject to meeting any further conditions required by ASC.

- 3.8. If the Customer transfers or assigns its interest in the Property during the length of the ASC program (i.e. before 30/06/2013), the Customer shall:

- Notify ASC forthwith of any transfer of its interest in the Property; and
- 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.

- 3.9. ASC may loan a Resource to the Customer for a fixed loan period, and may request a cash deposit as surety on the loan. The Customer will be liable for the replacement cost of the Resource if the item is not returned to the SLC within the loan period, or if the Resource is returned in a condition rendering it unfit for use.

- 3.10. SC reserves the right to alter the Terms from time to time; the current version will apply to all existing customers and is available from the SLC or by download from [www.alicesolarcity.com.au](http://www.alicesolarcity.com.au).

- 3.11. Customers agree to grant reasonable access to their property to allow ASC 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 Conditions- Programs****4.1. Energy Efficiency Incentive Program (EEIP):**

- A Customer may purchase a Registered product or service from a Registered Supplier, utilising an Incentive Voucher for part of the cost of that product or service unless the property in question is deemed a New Build by ASC.
- If the property is a New Build, following issue of an Incentive Voucher and subsequent presentation of relevant invoices pertaining to installation of the Registered product (specifying cost break-down for labour and costs) to ASC and completion of an ASC Home Energy Survey of the Residential Property, the customer will be reimbursed directly by ASC.
- The ASC may, at its discretion or otherwise in accordance with its assessment criteria, approve the Customer's application under this Incentive Program.
- Any Customer who is legally entitled to re-claim the GST component of the cost of undertaking a Registered Product or Service will not receive an incentive payment for that portion of eligible expenditure.

**4.2. Photovoltaic System Package (PVSP) Incentive Program (this Incentive has now closed to new applicants):**

- A Customer may purchase a Registered PVSP from a Registered supplier, utilising an Incentive Voucher for part of the cost of that Registered PVSP.
- 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:**

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. 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.

- Agrees that if they choose to sell their Renewable Energy Certificates (RECs)/Solar Credits to another buyer or voluntarily surrender their RECs/Solar Credits they will inform ASC and the Registered Supplier and pay the Registered Supplier the value of the RECs and Solar Credits as nominated by the Registered Supplier.
- Must be eligible for and take up the Cost-Reflective Tariffs Program under these Terms.
- Agrees to the nominated ASC 'buy back' tariff as published on the ASC website.
- Agrees that the elevated buy back is capped at \$5 per day, above which the price reverts to the peak tariff of cost reflective tariffs.
- Understands that making any operational changes to the installed PVSP, including increasing generation capacity is subject to prior consent from ASC / PWC
- Understands any breach of these terms may result in termination of the "buyback tariff" and other action (refer clause 5.2).
- Understands that prior to termination, the Customer will be given three (3) months notice in writing to rectify the breach.
- 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.
- Understand that PWC requires receipt of completed and signed Certificate of Compliance before network connection and power purchase are initiated.
- Will ensure through best endeavours that the PV system remains operational for a minimum of five (5) years.
- The Customer recognises that a PVSP agreement is bound to *Power and Water Corporation Act, Electricity Networks (Third Party Access) Act and Electricity Reform Act*.

**4.3. Solar Hot Water Package (SHWP) Program:**

- A Customer may purchase a Registered SHWP from a Registered Supplier, utilising an Incentive Voucher for a part of the cost of that Registered SHWP.
- The ASC may, at its discretion or otherwise in accordance with its assessment criteria, approve the Customer's application under this Incentive Program.

**4.4. Cost-Reflective Tariffs (CRTs) Program:**

- A Customer to whom PWC supplies electricity can have the electricity meter at his or her Residential Property replaced with a Solar City Smart Meter, and be billed by PWC on the basis of published CRTs.
- The installation of the Smart Meter will be performed by and at the cost of ASC and PWC except where:
  - If the installation or removal of a Smart Meter requires alterations to the meter box, the Residential property or any electrical wiring, the costs of such measures will be met by the Customer.
- Customers participating in the Cost Reflective Tariff trial will be provided with an In-house Display at no charge. The IHD remains the property of ASC and must be returned to ASC at the completion of the customers involvement in the CRT.
- CRTs will be calculated and billed as published by PWC from time to time. Refer to [www.powerwater.com.au](http://www.powerwater.com.au) for further information including revised tariff rates.
- This Incentive Program is for a minimum period of 12 months, but may be cancelled by a Customer on written notice to PWC.
  - A Customer who cancels his or her involvement in this Incentive Program will meet the cost of the removal by PWC of the Smart Meter and re-installation of the previous meter.
  - On cancellation of this Incentive Program by the Customer, the CRTs will remain applicable until the next scheduled billing cycle meter reading.
- ASC guarantees that no Customer will incur a higher electricity bill under the CRTs than it would under the default tariffs for the same level of electricity consumption (a "no-worse off" safety net). In the event that a Customer can show that his or her electricity bill is higher as a result of the CRTs, PWC will pay to the Customer's electricity account the difference between the bills in the form of a credit on his or her next electricity bill. In order to claim the no-worse off safety net, the Customer must present evidence, in the form of all relevant electricity bills, to ASC for assessment and verification. On approval, ASC will forward payment to PWC on behalf of the Customer.

**4.5. "10:10 / 20:20" Program:**

- A Customer who has been a Resident of a particular Residential Property for a continuous period of at least 12 months, and has for that same period of time been a consumer of electricity from PWC may apply to ASC for a discount payment to his or her electricity bill.
- The Customer will present his or her most recent electricity bill as generated by PWC to initiate the Incentive.
- If the Customer's electricity consumption (as measured by kWh) for the most recent billing period:
  - is between 80-90% of the consumption of the corresponding billing period of the previous year, the Customer will be entitled to a 10% discount credit on his or her next electricity bill.
  - is less than 80% of the consumption of the corresponding billing period of the previous year, the Customer will be entitled to a 20% discount credit on his or her next electricity bill.
  - ASC will pay the credit amount to the Customer's account with PWC.
- The billing period for which the incentive is being claimed must have begun after the Customer Registered with ASC.
- The ASC may, at its discretion or otherwise in accordance with its assessment criteria, approve the Customer's application under this Incentive Program.
- The measures required to initiate and maintain the Incentive Program arrangement will be performed by, and at the cost of ASC and PWC.

**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 you will only be disclosed to employees, contractors or agents of Alice Solar City in order to provide you with information regarding other Alice Solar City products and services or the purposes outlined above. We will only otherwise disclose information you provide 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 Climate Change and Energy Efficiency (DCCEE) under the Solar Cities program. While every attempt will be made to remove any personal information from data submitted to DCCEE, identifying information may not be able to be removed in all circumstances. To the extent that such information cannot be removed, you are notified that the information you submit will be used to assist in: (a) the development of Commonwealth energy, environment and climate change policies by the Minister for Climate Change, the Minister for Resources and Energy, DCCEE, the Department of Resources, Energy and Tourism, 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 programme by DCCEE. 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 ASC 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 Suppliers products and services in connection with ASC. The Customer must ensure that the relevant supplier product or service is appropriate for the Customer's specific circumstances and needs.