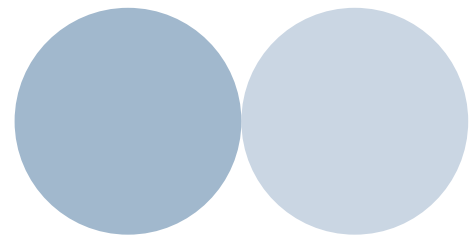


Renewable Energy Buyback Scheme (REBS)

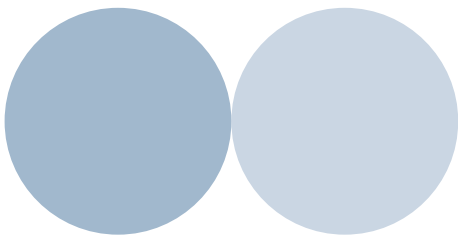
Terms & Conditions for Purchase
of Renewable Source Electricity

Electricity Industry (Licence Conditions) Regulations 2005



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TERMS & CONDITIONS FOR PURCHASE OF RENEWABLE SOURCE ELECTRICITY

DEFINITIONS

When used in these terms and conditions these terms mean the following:

application form means the form titled “Renewable Energy Buyback Form (REBS) *application form*”.

bill means the invoice that Synergy sends the *customer* for the supply of electricity under the *electricity supply agreement*.

billing period means the length of the period covered by each *bill*.

combined rate means the *REBS buyback rate* and in addition if the *customer* is a *qualified feed in tariff customer* the *subsidy rate*.

committed customer means a residential customer who submits a valid feed in tariff application by 5:00 pm western standard time on 14 October 2011 (including but not limited to statutory declarations stating a contractual commitment to purchase a *small renewable energy system* prior to 8:00 am western standard time on 1 August 2011) where that application is approved by Synergy.

contract means an *application form* completed and signed by the *customer* which is approved by Synergy together with these Terms and Conditions for the Purchase of Renewable Source Electricity.

customer means the person who has lodged an *application form*, and whose *application form* has been approved by Synergy.

connection point means an exit or entry point on the *Western Power network* identified in Synergy’s Electricity Transfer Access Contract with Western Power.

electricity supply agreement means a contract for the supply of electricity by Synergy to the *customer* referred to in clause 1 or 2 (as applicable).

meter has the same meaning given in the *Electricity Industry Metering Code 2005*.

net export means the amount of *renewable energy* exported into the *Western Power network*, which is surplus to the consumption at the *premises* as recorded by the *meter*.

Net feed in tariff terms and conditions means the terms and conditions set out in clause 17 and applicable to customers who wish to receive the *subsidy rate* for the sale of *renewable energy* exported.

non-residential customer means any *customer* other than a *residential customer*.

qualified feed in tariff customer means a *customer* meeting the *Subsidy scheme criteria*.

premises means the premises nominated in the *application form* or other form designated by Synergy, which must be the same as the *premises* set out in the *electricity supply agreement*.

REBS and Net feed in tariff price schedule means the *REBS buyback rate*, the *subsidy rate* and other costs and charges applicable to the *contract* that Synergy publishes from time to time.

REBS buyback rate means *renewable energy* exported purchase rates payable by Synergy from time to time as set out in the *REBS and Net feed in tariff price schedule*.

renewable energy exported means electricity generated by the *customer’s system* and transferred into the *Western Power network* through the *connection point* as recorded on the *meter* (in kWh) on a *net export* basis.

residential customer means a Synergy customer who is supplied electricity under an *electricity supply agreement* solely for domestic use by that *customer*.

small renewable energy system has the meaning given in the *Electricity Industry (Licence Conditions) Regulations 2005* as may be amended from time to time.

SSES application form means the Western Power form entitled “Application to connect Small Scale Renewable Energy systems to the *Western Power network*”.

subsidy rate means the net feed in tariff subsidy rate (in cents per kWh) set by the *subsidy scheme* and published by Synergy from time to time in the *REBS and Net feed in tariff price schedule*. The *subsidy rate* credited to a *qualified feed in tariff customer’s bill* is subject to change from time to time and is additional to the Synergy *REBS buyback rate*.

subsidy scheme means net feed in tariff subsidy scheme including the *subsidy rate* and *Subsidy scheme criteria* announced by the Minister for Energy on 27 May 2010 (as may be amended from time to time) to encourage system ownership by residential customers participating in the Renewable Energy Buyback Scheme.

Subsidy scheme criteria means the criteria set by the state government from time to time determining the eligibility of a customer to be a *qualified feed in tariff customer*. The current *subsidy scheme* criteria are set out in schedule 1.

subsidy scheme suspension means 8:00 am western standard time on 1 August 2011.

system means a *small renewable energy system* and connection approved by Western Power for the provision of electricity by the *customer* into the *Western Power network* through a *connection point*.

technical rules has the meaning given to it in clause 1.3 of the *Electricity Networks Access Code 2004*.

Western Power network means the electricity network owned, operated and maintained by Western Power within the *South West Interconnected System*.

South West Interconnected System or **SWIS** has the meaning given to it in section 3 of the *Electricity Industry Act 2004*.

Synergy means the Electricity Retail Corporation trading as Synergy ABN 71 743 446 839 of 228 Adelaide Terrace, Perth WA 6000.

1. ELECTRICITY SUPPLY AGREEMENTS

- 1.1 If the *customer* has an existing *electricity supply agreement* with *Synergy* for the supply of electricity by *Synergy* to the *customer* at the *premises* (whether under a written contract or pursuant to the *Electricity Industry Act 2004* (WA) or the *Electricity Corporations Act 2005*), clauses 2 and 3 of this *contract* do not apply.
- 1.2 If the *customer* does not already have an existing *electricity supply agreement* to purchase electricity from *Synergy*, clause 4 of this *contract* does not apply.

2. CONDITION PRECEDENT – NEW CUSTOMER

- 2.1 The terms and conditions of this *contract* (other than clause 1) are subject to, and are of no force and effect, until the following condition precedent has been fulfilled:

- (a) if clause 1.2 applies, then the *customer* and *Synergy* entering into an agreement for the supply of electricity by *Synergy* to the *customer* at the tariff rate nominated by the *customer* in the *application form* and otherwise on the terms and conditions set out in a contract that complies with the requirements of Part 3 of the *Electricity Industry Act 2004* (WA) (if applicable); and
- (b) the *system* and the necessary *meter* and *meter* related equipment have been connected to the *Western Power network* at a *connection point*.

- 2.2 If the condition precedent in clause 2.1(a) or (b) has not been satisfied by a date which is 3 months after the date of *Synergy* approving the *customer's application form*, then either party may terminate this *contract* by giving the other party 10 days prior written notice.

3. COMMENCEMENT DATE – NEW CUSTOMER

Sale of electricity by the *customer* in accordance with this *contract* shall commence on the date which is the later of the date of satisfaction of the condition precedent set out in clause 2.1 or the date on which the *system* and the necessary *meter* and *meter* related equipment have been installed and are ready to import and export electricity to and from the *Western Power network* through the *connection point*. In the event of any delay in the *system* and/or *meter* and *meter* related equipment installation *Synergy* shall have no liability for any loss (either direct or indirect) to the *customer* whether arising out of or in connection with *Synergy's* breach of *contract*, its breach of statutory duty, its negligence or otherwise.

4. COMMENCEMENT DATE – EXISTING CUSTOMER

Sale of electricity by the *customer* in accordance with this *contract* commences on the date on which the *system* and the necessary metering equipment have been installed and is ready to import and export electricity to and from the *Western Power network*. In the event of any delay in the *system* and/or *meter* and *meter* related equipment installation *Synergy* shall have no liability for any loss (either direct or indirect) to the *customer* whether arising out of or in connection with *Synergy's* breach of *contract*, its breach of statutory duty, its negligence or otherwise.

5. RENEWABLE ENERGY SALE RATES

- 5.1 *Synergy* will purchase renewable energy exported by the *customer* at the REBS buyback rate as approved in accordance with regulation 8 of the *Electricity Industry (Licence Conditions) Regulations* from time to time.
- 5.2 For the avoidance of doubt, this *contract* governs the sale of renewable energy exported by the *customer* to *Synergy* only. The purchase of electricity by the *customer* from *Synergy* is governed by the terms of the *electricity supply agreement*.

6. CUSTOMER'S SYSTEM AND OTHER OBLIGATIONS

- 6.1 The *customer* at its cost must ensure that the *system* complies with the *technical rules*. In addition, the *customer* must pay all costs associated with the installation and maintenance of the *system*.
- 6.2 The *customer's* *system* may be disconnected from the network for operational reasons or for planned maintenance.
- 6.3 The *customer's* *system* may be disconnected from the network at any time without notice in an Emergency. In this clause, Emergency means an actual or imminent situation that in *Synergy's* or Western Power's opinion would or is likely to jeopardise network integrity or public or personal safety.
- 6.4 If the network is unable or not permitted to accept electricity exported from the *customer's* *system* for any reason then no amounts are payable to the *customer*. *Synergy* will only purchase (and pay for) renewable energy exported at the *connection point*.
- 6.5 The *meter* will be read as part of the *meter* reading procedures applicable under the *electricity supply agreement* and the *customer* must facilitate access for this purpose.
- 6.6 The *customer* must provide additional safe and secure space that meets the system compliance requirements specified in the *SSES application form*, for the installation and operation of the *system*.
- 6.7 If a *qualified feed in tariff customer* wishes to receive the *subsidy rate* the *customer* is bound by and must comply with the *Subsidy scheme criteria* and the *Net feed in tariff terms and conditions*.

7. APPROVALS, LIAISON AND INFORMATION

- 7.1 The *customer* must obtain and maintain all necessary licences, permits and/or approvals from all relevant authorities (including building and planning approvals) required for it to generate electricity.
- 7.2 The *customer* must maintain the *customer's* *system* (and all associated equipment) in good working and reliable order and available for export of electricity to the network.
- 7.3 The *customer* must obtain *Synergy's* prior consent to any proposed changes to the *customer's* *system* (including operational, structural and functional changes) including in particular to any changes in the *customer's* *system* generation capacity or the export capacity. Failure to do so may result in, but is not limited to, the *customer* being ineligible for the *subsidy rate* and/or the REBS buyback rate.
- 7.4 The *customer* must provide *Synergy* with information *Synergy* reasonably requires for the purposes of the *contract* (ie REBS and *subsidy scheme* related matters).
- 7.5 In the event *Synergy* requests information:
- 7.5.1 all information must be correct and the *customer* must not mislead or misrepresent the information provided to *Synergy*.
- 7.5.2 *Synergy* reserves its rights, including *contract* termination, if information provided by a *customer* is incorrect, misleading or deceptive.
- 7.5.3 The *customer* must provide the information in the required format and by the specified deadline. Failure to do so may result in *contract* termination or the *customer* being ineligible for the REBS buyback rate and/or the *subsidy rate*.
- 7.6 *Synergy* is permitted to use information provided by the *customer* necessary for *Synergy* to comply with its obligations under the *contract* and in accordance with applicable law. The *customer* must bear its own costs in relation to performance of its obligations under this *contract* and applicable law.
- 7.7 *Synergy* is permitted to disclose information to the state and federal government or regulatory authorities for the purposes of the *contract*. Such information includes but is not limited to *customer* details, confirmation of *system* installation *customer* and *system* eligibility, reporting of *customer* uptake and the amount of renewable energy exported.

8. BILLING AND PAYMENT

For residential customers:

- 8.1 Synergy is required to issue a bill for electricity consumed by the customer under the electricity supply agreement. On that bill, Synergy must also set out the amounts payable for the purchase of renewable energy exported from the customer's system based on a reading of the meter under clause 6.5 and the combined rate.
- 8.2 Synergy will pay the residential customer for the renewable energy exported by providing a credit on the bill for the amount of renewable energy exported multiplied by the combined rate. The amount of credit will reflect the subsidy rate and the Synergy REBS buyback rate as separate line items on the bill (but will not carry interest).
- 8.3 For a residential customer who is not registered for GST, if the amount on the bill payable by Synergy to the residential customer exceeds the amount owed by the residential customer to Synergy by more than \$100, then within 14 days of receipt of a written request from the residential customer or such other notification as agreed to by Synergy, Synergy must pay the balance to the residential customer. Synergy may charge a fee to recover its reasonable administration costs of making this payment.
- 8.4 Synergy may estimate bills (including debits and credits) in accordance with the provisions of the electricity supply agreement or any applicable law where the meter is faulty or consumption and energy flows (including import and export) are not properly recorded.

For non-Residential customers:

- 8.5 For a non-residential customer who is registered for GST, that non-residential customer must within 15 days of receiving the metering information (shown as sub meter reading on bottom of the non-residential customer's tax invoice from Synergy) issue a tax invoice to Synergy. Synergy will make payment to the non-residential customer within 14 days of the tax invoice issue date. For the purposes of making this payment, the non-residential customer must provide bank details to Synergy, to enable Electronic Funds Transfer (EFT).
- 8.6 Synergy may estimate bills (including debits and credits) in accordance with the provisions of the electricity supply agreement or any applicable law where the import meter or export meter is faulty or consumption and energy flows (including import and export) are not properly recorded.

For all customers:

- 8.7 On termination of the contract Synergy will pay the customer any credit balance appearing on the last bill issued by Synergy under the electricity supply agreement by cheque to an Australian postal address nominated by the customer or by electronic funds transfer if the bank account is in the same name as the customer's account. Synergy may charge a fee to recover its reasonable administration costs of making this payment.
- 8.8 If Synergy under credits a customer for any reason (including where the meter has been found to be defective), then Synergy will credit the amount to the customer's account.
- 8.9 If Synergy over credits the customer for any reason (including where the meter has been found to be defective, as a result of breach of this contract by the customer, or Synergy determines that the customer is no longer eligible to receive part or all of the combined rate) then Synergy can require the customer to make a correcting payment or may add the amount owed to the customer's bill under the electricity supply agreement. In doing so, Synergy may offer the customer the option to pay the correcting payment by instalments.

9. TERMINATION

- 9.1 The customer may terminate this contract at any time by giving at least 3 months written notice to Synergy.
- 9.2 Synergy may terminate this contract at any time if any of the following occurs:
 - 9.2.1 subject to clause 9.4, the customer sells or transfers or vacates the premises;
 - 9.2.2 the customer's system ceases to be a small renewable energy system;
 - 9.2.3 the customer fails to comply with clause 7.3;
 - 9.2.4 the customer's premises or system or both cease to be connected to the Western Power network at a connection point;
 - 9.2.5 Western Power ceases to provide sufficient network services to Synergy to enable Synergy or the customer or both to:
 - 9.2.5.1 comply with any or all of their obligations; or
 - 9.2.5.2 utilise any or all of their rights, under this contract.

- 9.3 If the *customer* sells, transfers or vacates the *premises*, the *contract* will terminate on the day that the *electricity supply agreement* with the *customer* for the *premises* ends. The *customer* must before the date the *customer's electricity supply agreement* ends, inform the new owner or occupant that it must submit a new *application form* for acceptance by *Synergy* if the new occupant or owner wishes to sell *renewable energy exported* to *Synergy*.
- 9.4 If the *customer* wishes to lease the *premises* and is no longer the *customer* at the *premises* then the *customer* must obtain the prior written consent of *Synergy* and must novate the *contract* to the tenant but despite that novation, the *customer* continues to be liable for its obligations to comply with requirements under this *contract*.
- 9.5 If the *customer* fails to comply with any of its obligations under this *contract*, *Synergy* may give a notice in writing to the *customer* requiring the *customer* to remedy the default and if the *customer* fails to remedy the default within the time specified by *Synergy*, *Synergy* may terminate this *contract* by giving 14 days' notice in writing.
- 9.6 Upon termination of this *contract*, the *customer* must ensure that no electricity is exported through the *connection point* to the *Western Power network* from the *customer's system* or otherwise from the *premises*. *Synergy* may at the *customer's* cost and expense take appropriate action (including disconnection of the *meter* or reprogramming of the *meter*) to ensure that no electricity is exported.
- 9.7 *Synergy* must pay to the *customer* any outstanding amount payable to the *customer* under this *contract* within 29 days of termination of this *contract*.
- 9.8 For the avoidance of doubt, the termination of this *contract* does not affect the continued operation of the *electricity supply agreement*.

10. METER

- 10.1 The *customer* must pay all costs associated with the supply and installation of the *metering equipment*. The current charges are set out in the *REBS and Net feed in tariff Price Schedule*. These charges are subject to change from time to time. The *customer* should check the current charges prior to signing the *application form*.
- 10.2 The *meter* always remains the property of Western Power.

11. LIABILITY FOR DAMAGE

- 11.1 The *customer* is responsible for the *customer's system* and its use. The *customer* agrees that *Synergy* will not be liable for any loss, damage or injury that may be caused by the *customer's system* or its use.
- 11.2 The *customer* must install adequate protection devices to protect the *customer's system* from faults (including without limitation, power surges) on the *Western Power network*. *Synergy* will not accept liability 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 device.
- 11.3 Notwithstanding any other provision in this *contract* and to the extent permitted by law, *Synergy* will not be liable to the *customer* for any consequential or indirect loss or for any business interruption loss, lost profits, loss of an opportunity or the *customer's* liability to third parties under a contract or otherwise arising from, or in connection with, a breach of this *contract* by or negligence of *Synergy*.
- 11.4 The *customer* is liable for, and must indemnify *Synergy* 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:
- 11.4.1 a breach of any term of this *contract* by the *customer*; or
- 11.4.2 a breach of the *technical rules* by the *customer*.

12. APPLICATION OF LEGISLATION

Nothing contained in this *contract* limits in any way the operation or effect of any Act or regulations (or deprives *Synergy* of its rights or obligations thereunder) including the *Energy Operators (Powers) Act 1979 (WA)*, the *Electricity Corporations Act 2005 (WA)*, the *Electricity Industry (Licence Conditions) Regulations 2005 (WA)* and the *Electricity Industry Metering Code 2005 (WA)*.

13. GOODS AND SERVICES TAX (GST); OTHER TAXES

- 13.1 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.

- 13.2 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.
- 13.3 Any additional amount payable as a result of the operation of clause 13.2 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.
- 13.4 Where any amount is payable to a Party as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or any other amount incurred by that Party, then such amount shall be reduced by any part of that loss, cost, expense or other amount which is attributable to GST for which that Party, or the representative member of any GST group of which that Party is a member, is entitled to an input tax credit.
- 13.5 Where in relation to this *contract* a Party makes a taxable supply, that Party shall provide a Tax Invoice in respect of that supply at or before the time that the payment of GST is required under clauses 13.2 and 13.3.
- 13.6 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.
- 13.7 Terms defined in the A New Tax system (Goods and Services Tax) Act 1999 (Cth) have the same meaning when used in this clause.
- 13.8 The *customer* will be solely liable for payment of all taxes (including but not limited to corporate taxes, personal income tax, fringe benefits tax, payroll tax, stamp duty, withholding tax, PAYG, turnover tax and excise and import duties, and any subcontractor's taxes) which may be imposed in relation to *renewable energy exported*, the *customer's system* or payments made under the *contract*.

14. MISCELLANEOUS

- 14.1 If the whole or part of any of this *contract* (a "provision") is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of the *contract* has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this *contract* or is contrary to public policy.
- 14.2 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.
- 14.3 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.
- 14.4 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*.
- 14.5 Subject to clause 15.1, no amendment or waiver of any of this *contract* shall be valid or effective unless made in writing and duly executed by all Parties, in the case of an amendment, or by the Party giving the waiver.
- 14.6 The failure of any party to enforce at any time any provision of this *contract* or to exercise any right, power or remedy provided by this *contract* shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this *contract* or any part thereof or the right of any party to enforce thereafter each and every term of this *contract* and to exercise any such right. No waiver of any breach of a provision of this *contract* shall be held to be a waiver of any other or subsequent breach.

15. AMENDMENTS

- 15.1 The *customer* acknowledges that the "Terms and Conditions for the Purchase of Renewable Source Electricity – Electricity Industry (Licence Conditions) Regulations 2005" (including any prices contained therein) are subject to change including but not limited to changes to the *Electricity Industry Act 2004* (WA) and the *Electricity Industry (Licence Conditions) Regulations 2005* (WA).

15.2 In the event that any changes to the “Terms and Conditions for the Purchase of Renewable Source Electricity – Electricity Industry (Licence Conditions) Regulations 2005” are approved by the Coordinator of Energy, then *Synergy* will notify the *customer* of such change and the *contract* will be deemed to be amended to reflect that change on and from the date that the change is approved by the Coordinator of Energy.

16. ADJUSTMENTS FOR A CHANGE IN LAW AND NETWORK ACCESS COSTS

16.1 If a change in law occurs *Synergy* may adjust the charge applicable under this *contract* to the extent necessary to place *Synergy* in the position it would have been under the *contract* if it had not been for the change in law.

16.2 Without limiting the generality of clause 16.1, if a change in network access tariffs occurs, or a new network access tariff is imposed, *Synergy* may charge the *customer* an amount to the extent necessary to reflect that proportion of the effect of the new network access tariffs or change in network access tariffs which *Synergy* estimates in good faith is fairly attributable to or payable by the *customer*.

16.3 If the *customer* changes the amount or rate at which it exports electricity, *Synergy* may subject to prior notice to the *customer* charge the *customer* an amount to the extent necessary to reflect that proportion of any increase in network access tariffs which *Synergy* estimates in good faith is fairly attributable the *customer*.

17. NET FEED IN TARIFF TERMS AND CONDITIONS

17.1 Recital

- (a) The *subsidy scheme* is a Western Australian government initiative and is subject to change from time to time.
- (b) The *subsidy rate* credited to a *qualified feed in tariff customer's bill* is separate and additional to the *Synergy REBS buyback rate*.
- (c) Unlike the *Synergy REBS buyback rate* which is the amount *Synergy* pays for electricity purchased from a *customer*, the *subsidy rate* is an amount credited on a *qualified feed in tariff customer's bill* by *Synergy*, on behalf of the state government to encourage *small renewable energy system uptake*. The *subsidy rate* is not used by *Synergy* to acquire energy – the *Synergy REBS buyback rate* is for that purpose.

(d) The state government is responsible for funding the payment by *Synergy* of the *subsidy rate* and setting the *Subsidy scheme criteria* for determining whether a *customer* is a *qualified feed in tariff customer*. The state government is also solely responsible for determining the *subsidy rate* and the duration of the *subsidy scheme*. The state government may change the *Subsidy scheme criteria*, *subsidy rate* and *feed in tariff terms and conditions* at any time and therefore the *contract* will be subject to change from time to time.

(e) The state government has requested *Synergy* to implement and administer the *subsidy scheme* in the *SWIS* on behalf of the state government.

(f) On 19 May, 2011 the state government announced a reduction in the *subsidy rate* from 40c/kWh to 20c/kWh for new *qualified feed in tariff customers* who applied for the *feed in tariff* after 30 June, 2011 and introduced a *subsidy scheme* installed capacity limit of 150MW.

(g) On 1 August 2011 the state government announced:

- (i) the *subsidy scheme* installed capacity limit of 150MW had been reached.
- (ii) no new *feed in tariff* applications would be accepted beyond the *subsidy scheme suspension* unless the *customer* is a *committed customer*.
- (iii) Existing *feed in tariff qualified customers* would not be affected by the *subsidy scheme suspension* and would continue to receive the *subsidy rate* for the duration of their 10 year payment period.

17.2 *Synergy* right to discontinue and amend

- (a) In the event the state government withdraws or amends the *subsidy scheme* *Synergy* may:
 - (i) amend the *subsidy rate*, *Subsidy scheme criteria* and/or *Net feed in tariff terms and conditions*; or
 - (ii) cease crediting of the *subsidy rate* to the *customer*.
- (b) In the event paragraph (a)(ii) applies these *Net feed in tariff terms and conditions* cease to apply.
- (c) In the event paragraph (a) or (b) applies, *Synergy* shall have no liability for any loss (either direct or indirect), and even if *Synergy* was aware of the possibility of the *qualified feed in tariff customer* suffering that loss.

17.3 Subsidy scheme duration

17.3.1 The maximum duration for payment of the *subsidy rate* to a *qualified feed in tariff customer* is 10 years calculated from the date of the commencement of the first *contract* applicable to the *premises* under which the *subsidy rate* is payable. For *qualified feed in tariff customer* with a *contract* that started prior to 1 August, 2010, the subsidy duration starts on 1 August, 2010.

17.3.2 With respect to a successful feed in tariff application submitted and received during the period 19 May, 2011 to 30 June, 2011 the date of commencement of the first *contract* applicable to the *premises* under which the *subsidy rate* is payable is as follows:

- (a) if the *meter* and *meter* related equipment is installed at the *premises* after the date of *system* installation, then the *contract* commencement date is the date of installation of the *meter* and *meter* related equipment; or
- (b) if the *meter* and *meter* related equipment is installed before the installation of the *system*, then subject to (c), below, the *contract* commencement date is the date of installation of the *meter* and *meter* related equipment; or
- (c) if the *meter* and *meter* related equipment is installed before the installation of the *system* and if at the time of *system* installation the *customer* informs Synergy prior to 1 November 2011 of the date of that *system* installation, then the *contract* commencement date is the date of *system* installation.

17.3.3 With respect to a valid feed in tariff application submitted on or after 1 July, 2011 that is approved by Synergy, the date of commencement of the first *contract* applicable to the *premises* under which the *subsidy rate* is payable is the date of installation of the *meter* and *meter* related equipment.

17.3.4 If the *customer* is not the first *qualified feed in tariff customer* at the *premises* it acknowledges and agrees that it is not entitled to receive the *subsidy rate* for the full 10 years, but will receive it for the balance of the 10 years at the *premises*.

17.3.5 After 10 years the *subsidy rate* will cease. However, the *qualified feed in tariff customer* may continue to receive REBS buyback rate.

17.3.6 Subject to clause 17.3.7, if a *qualified feed in tariff customer* expands its *small renewable energy system capacity* then the *subsidy rate* can be applied to the *renewable energy exported* from the expanded *system* provided the *system* following that expansion still constitutes a *small renewable energy system*. However, the 10 year duration still applies from the date of the original installation not 10 years from the date of the expansion.

17.3.7 A *qualified feed in tariff customer* must not after 1 August, 2011 expand its *small renewable energy system capacity* by increasing the size of the existing inverter, installing a new inverter or expanding inverter capacity by any other means unless approval has been granted in accordance with clause 7.3 prior to the *subsidy scheme suspension*.

17.4 Tampering

A *qualified feed in tariff customer* must not tamper with, bypass, circumvent, modify or otherwise interfere with the *system* or *meter* or do anything that produces and exports electricity in a way that was not intended by the *system* manufacturer or Western Power.

17.5 Notification

A *qualified feed in tariff customer* must notify Synergy immediately of any change in circumstance whereby the *qualified feed in tariff customer* or the *customer's system* no longer meets the *Subsidy scheme criteria*.

17.6 Compliance with Net feed in tariff terms and conditions

A *qualified feed in tariff customer* is responsible for ensuring compliance with these terms and conditions.

Subsidy Scheme Criteria – Schedule 1

Customer eligibility

1. The *subsidy scheme* only applies to a *residential customer*.
2. A *customer* must be a *residential customer* at the *premises* from which the *qualified feed in tariff customer* wishes to receive the *subsidy rate*.
3. A *residential customer* must generate and sell electricity to Synergy under a Renewable Energy Buyback Scheme contract.
4. A *residential customer* must occupy *premises* in which a *system* has been installed.
5. A *residential customer* can receive the *subsidy rate* at only one residential premise at a time.

6. A *residential customer* must own the system located at the *premises*.
7. A *residential customer* must have submitted a valid feed in tariff application by the *subsidy scheme suspension* which is approved by *Synergy* or if the customer is a *committed customer* the customer must have submitted a valid feed in tariff application by 5:00pm western standard time on 14 October, 2011 14 October 2011 which is approved by *Synergy*.

Note: a *residential customer* who occupies a *premise* may a different person to the *residential customer* who owns the system (e.g. rental situations).

System eligibility

8. The *subsidy scheme* only applies to a *small renewable energy system* which utilises photovoltaic, wind turbine or hydro power system technologies.
9. The system and necessary metering equipment must have been installed at a *residential customer's premise* and is ready to import and export electricity to and from the *Western Power network*.
10. Subject to clause 17.3.7 system expansion at a *residential customer's premise* is permitted provided the system following that expansion still constitutes a *small renewable energy system*.

Note: A customer may expand the number of solar panels after the *subsidy scheme suspension* but not the inverter capacity subject to clause 17.3.7.

11. The system must be new at the time of installation. Second hand systems (either in whole or in part) do not qualify for the *subsidy scheme*.
12. A *residential customer* must own the system located at the *premises*.
13. The system must be designed and installed by a Clean Energy Council accredited designer and installer on and from 1 August, 2010.

Applicable Subsidy rate

14. The *subsidy rate* applicable to a *qualified Net feed in tariff customer* is specified within the *REBS and Net feed in tariff price schedule*.

