

Solar Rewards Curtailment Service – Terms and Conditions

- 1 **Partial Incorporation of DEBS terms:** All the *DEBS terms and conditions*, and defined terms used in those terms and conditions, are incorporated by reference into this *contract* except as expressly set out in this *contract*.
- 2 **Condition Precedent:** The terms and conditions of this *contract* (other than clause 1 and this clause 2) are conditional on, and are of no force or effect until, *Synergy* notifies the *customer* in writing that the *customer* is an *eligible customer* with effect from the date of the notice or any later date specified in that notice.
- 3 **Service Commencement:** The *customer* must provide the *Solar Rewards curtailment service* in accordance with this *contract* on and from the *service commencement date*.
- 4 **Payment:**
 - 4.1 Subject to the terms of this contract, *Synergy* will pay the *Solar Rewards payments* to the *customer* in consideration for the *customer* providing the *Solar Rewards curtailment service*.
 - 4.2 The *Solar Rewards payments* are:
 - (a) in relation to the first *billing period* following 31 May 2024, [\$50] (GST free);
 - (b) for each *curtailment event* that occurs during the term of this *contract*, an amount equal to the amount supplied to and paid by the *customer* under the *electricity supply agreement* for any electricity consumed by the customer during a *curtailment event*; and
 - (c) in relation to the *billing period* following 30 June 2025, [\$50] (GST free).
 - 4.3 The *customer* must at all times comply with all applicable *Laws*, including, without limitation, obtaining and maintaining all necessary licences, permits and/or approvals from all relevant authorities (including building and planning approvals) required for it to provide the *Solar Rewards curtailment service*.
 - 4.4 The *customer* must bear its own costs in relation to performance of its obligations under this *contract* and applicable *Laws*.
- 5 **Information:**
 - 5.1 The *customer* must provide *Synergy* with information *Synergy* reasonably requests for the purposes of, or related to, this *contract*, the *Solar Rewards curtailment service* or any *aggregation service*.
 - 5.2 The customer consents to *Synergy*:
 - (a) using information provided by the *customer*; and
 - (b) obtaining, using and/or disclosing any information relating to the *system*, or the *customer's* provision of the *Solar Rewards curtailment service*, to or with third parties, including *Western Power* and *AEMO*,as reasonably necessary or convenient for *Synergy* to perform its functions or obligations in relation to this *contract*, the *Solar Rewards curtailment service*, any *aggregation service* or any applicable *Law*.
 - 5.3 *Synergy* may send a notice under, or in relation to, this *contract* to the email address the *customer* has provided as part of its *application form*.



TTY Service: 13 36 77



Interpreter Service: 13 14 50

6 Billing:

- 6.1 Synergy is required to issue a *bill* for electricity consumed by the *customer* under the *electricity supply agreement* and *net energy exported* under the *DEBS contract*. Unless otherwise notified in writing to the *customer*, Synergy will set out the net amount payable by Synergy to the *customer* for the purchase by Synergy of *Solar Rewards curtailment service* in the following *bills*:
- (a) for the *Solar Rewards payments* in clause 4.2(a), in the next *bill* issued at least 20 business days following 31 May 2024;
 - (b) for the *Solar Rewards payments* in clause 4.2(b), in the next *bill* issued at least 20 business days following the end of each *calendar quarter*;
 - (c) subject to clause 7.4(a), for the *Solar Rewards payments* set out in clause 4.2(c), in the next *bill* issued at least 20 business days following 30 June 2025;
 - (d) if, in accordance with clause 7.4(b), any repayments are owed from the *customer* to Synergy, in the next *bill* issued at least 20 business days following the date this *contract* is terminated.

Synergy will determine net amount payable, and credited to the *customer* by Synergy, in accordance with this clause 6.

- 6.2 Subject to this clause 6, clauses 8.2, 8.3, 8.6 to 8.13 and 13 of the *DEBS terms and conditions* are incorporated into this *contract*, amended to the extent required to enable the *Solar Rewards payments* to be billed on the same basis as if they are amounts due to the *customer* under those provisions.
- 6.3 Following each instance where the *customer* provides the *Solar Rewards curtailment service*, Synergy must determine the *Solar Rewards payment* payable by Synergy in relation to that *curtailment event* (on the basis set out in clause 4.2(b)) and issue the *customer* with a notice that sets out the amount of that *Solar Rewards payment* associated with that *curtailment event*.

7 Termination:

- 7.1 In addition to its right to terminate this *contract* under clause 9.2 of the *DEBS terms and conditions* (which is incorporated into this contract in accordance with clause 1), Synergy may terminate this *contract*, by written notice to the *customer*, at any time if any of the following occurs:
- (a) the *customer* makes any changes to the *system*, irrespective of whether Synergy approves the change under clause 7.3 of the *DEBS terms and conditions*; or
 - (b) Synergy, acting reasonably, considers the *customer* no longer meets any one or more of the criteria in paragraphs (k) (l) and/or (m) of the definition of *eligible customer*.
- 7.2 If not terminated under any other provision of this *contract*, this *contract* terminates on and from the day that any of the following occurs:
- (a) a change in *Law* occurs which has the effect that Synergy is no longer required to offer contracts to *customers* that are the same, or substantially similar, to the *electricity supply agreement* or the *DEBS contract* and Synergy provides a written notice of this to the customer,
 - (b) the *customer* enters into a new agreement with Synergy that governs provision and/or the purchase of services related to the curtailment of the *system* at the *premises*; or

- (c) *Synergy*, acting reasonably, considers the *customer* ceases to be an *eligible customer* because it no longer meets any one or more of the criteria in paragraphs (b) to (f) and/or (h) to (j) of the definition of *eligible customer*.

7.3 Subject to clause 7.4, the *customer* may terminate this *contract* at any time by providing *Synergy* with written notice of the termination [20] *business days* before the date of termination. This notice must be sent by email to Synergysolarrewards@synergy.net.au or any other email address *Synergy* requires, as notified in writing to the *customer*.

7.4 If this *contract* is terminated prior to 30 June 2025 for any reason,

- (a) *Synergy* is not required to pay the *customer* the amount in clause 4.2(c); and
- (b) the *customer* must repay to *Synergy* an amount equal to the amount in clause 4.2(a).

7.5 For the avoidance of doubt, the termination of this *contract* does not affect the continued operation of the *customer's electricity supply agreement* or the *DEBS contract*.

8 **Liability:**

8.1 The *customer* is responsible for the management, operation and use of the *system*. Subject to clause 11.3 of the *DEBS terms and conditions*, the *customer* agrees that *Synergy* will not be liable for *Loss* that may be caused by the *system* or its use including any loss, damage or injury caused by the disconnection, curtailment or reconnection of the *system* as a result of *Synergy's* good faith use, management or operation of any systems or processes *Synergy* uses to curtail the output of the *system*, including through the use of the *ESM system*.

8.2 The *customer* agrees *Synergy* will not incur any liability to the *customer* for any *Loss* related to, or in connection with, *Synergy's* good faith use, management or operation of any systems or processes *Synergy* uses to curtail the output of the *system*, including through the use of the *ESM system*.

9 **Provision of Services:**

9.1 The *customer* agrees it will provide the *Solar Rewards curtailment services* in accordance with this *contract* when required by *Synergy* to do so.

9.2 Clause 17.3 of the *DEBS terms and conditions* is incorporated into this *contract* subject to the following.

- (a) the words "Without limiting the customers obligations under clause 17.1" are deleted from the beginning of the first sentence.

- (b) Clause 17.3.1 is deleted and replaced with the following:

"The *customer* will provide the *Solar Rewards curtailment service* by *Synergy* disconnecting, curtailing and reconnecting the *system* in the manner *Synergy* considers is required or convenient, including by using the same or similar systems and processes that *Synergy* uses to disconnect, curtail or reconnect the *system* for the *ESM system*."

- (c) Delete the words "or *Western Power*" wherever they appear.

- (d) Clause 17.3.4 is deleted and replaced with the following:

"The *customer* must not do anything that will prevent it from providing the *Solar Rewards curtailment service* when required by *Synergy*."

10 **Change in Law**

- 10.1 In the event of an amendment to the clause numbers in the *DEBS terms and conditions* that is relative to the version of the *DEBS terms and conditions* applying on 31 March 2024, this *contract* is amended from the date of the relevant amendment to have the effect that:
- (a) all references in this contract to a clause in the *DEBS terms and conditions* are deemed to be a reference to the closest equivalent clause in the amended *DEBS terms and conditions*; and
 - (b) in the event a new clause is added to the *DEBS terms and conditions*, that clause is deemed to be included in the list of clauses incorporated into this *contract* under clause 1, unless Synergy otherwise notifies the *customer* in writing.

11 Excluded DEBS terms and conditions:

- 11.1 The following clauses and defined terms in the *DEBS terms and conditions* are not incorporated into this *contract*:
- (a) clauses 3, 4.1, 5, 6.4, 7.1, 7.3, 7.4, 7.6, 7.7, 7.8, 8.1, 8.2 to 8.13 (Subject to clause 7.2 of this contract), 9.1, 9.3, 9.10, 11.1, 11.6, 15, 17.1 and 17.2; and
 - (b) The terms '*DEBS price schedule*', '*DEBS buyback rates*', '*Synergy DEBS fees*', as defined in clause 1.

12 Definitions

12.1 When used in this *contract*, these terms mean the following:

aggregation services means any service Synergy provides to a third party, or arrangement Synergy enters into with a third party, whereby Synergy provides a service to that third party which in any way uses, aggregates or otherwise relies upon the *Solar Rewards curtailment service*.

application form means the Synergy form titled "[Solar Rewards] Application", or another form designated by Synergy from time to time.

calendar quarter means each of the following three-month periods in any calendar year:

- (a) 1 January to 31 March;
- (b) 1 April to 30 June;
- (c) 1 July to 30 September;
- (d) 1 October to 31 December.

curtailment event means the period of time during which the output of the *system* is curtailed or disconnected by Synergy exercising its rights under this *contract* to curtail the output of the *system*, including by using the *ESM system*, but does not include any curtailment or disconnection of the *system* that is associated with rights or obligations that arise independently of this *contract*, such as under the *DEBS contract*, the *technical rules*, the connection conditions, a contractual right between *Western Power* and Synergy and/or any other *Law*.

contract means an *application form* incorporating these "Solar Rewards Curtailment Service Terms and Conditions", which is completed and agreed to by the *customer* and approved by Synergy.

contract commencement date: means the date Synergy notifies the *customer* that the conditions under clause 2 have been met or any later date set out in that notice.

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



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DEBS terms and conditions mean the “Distributed Energy Buyback Scheme Terms and Conditions for Purchase of Distributed Energy – Electricity Industry (Licence Conditions) Regulations 2005”, as amended from time to time.

DEBS contract means the contract between the customer and Synergy that incorporates the DEBS terms and conditions.

end date means the earlier of:

- (a) 30 June 2025; and
- (b) the date this *contract* is terminated in accordance with its terms.

eligible customer means a customer that meets all of the following criteria (at any time during the term of this *contract*):

- (a) The *customer* received a written invite from *Synergy* to provide the *Solar Rewards curtailment service*;
- (b) the *customer* is a *residential customer*;
- (c) the *premises* is the *customer's* primary place of residence;
- (d) the amount of electricity supplied by *Synergy* to the *premises* is less than 50MW hours per annum;
- (e) the *customer* has a *small renewable generation system* at the *premises* of less than or equal to 5 kW;
- (f) the *customer* is a party to an ongoing *DEBS contract* and *electricity supply agreement* with *Synergy* in relation to the *small renewable generation system* and the *premises*;
- (g) prior to the *services commencement date*, the *small renewable generation system* successfully passed a test under the *DEBS contract* showing it can appropriately respond to the *ESM system*, or as per performance standards determined from time to time by *Synergy* and notified in writing to the *customer*;
- (h) the *customer* has not been identified by *Synergy* as a life support customer,
- (i) the *meter* at the *premises* is capable of recording electricity consumption and exports electricity based on 30 minute intervals;
- (j) the *system* responds to directions issued for the *ESM system* through an API method and not an AMI method, as determined from time to time by *Synergy* and notified in writing to the *customer*;
- (k) the *small renewable generation system* has not failed any tests after the *services commencement date* in relation to its ability to appropriately respond, in accordance with the requirements of the *DEBS contract*, to directions issued under the *ESM system* or failed to appropriately provide the *Solar Rewards curtailment service*, as per performance standards determined from time to time by *Synergy* and notified in writing to the *customer*;
- (l) the *customer* has provided *Synergy* with a valid email address that *Synergy* can use for communications under this *contract*; and
- (m) the *customer* is not a party to a contract with any third party under which the *customer* has agreed to curtail or disconnect the *system* and which *Synergy* considers, at its sole discretion, may limit the ability of the *customer* to provide the *Solar Rewards curtailment service* to *Synergy* when directed to do so under this *contract*.

Solar Rewards payments means the payments specified in clause 4.2.



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Solar Rewards curtailment service means, in response to a direction from *Synergy*, the disconnection, curtailment and reconnection of the *system* in the manner *Synergy* considers is required or convenient, including by using the same or similar systems and processes that *Synergy* uses to disconnect, curtail or reconnect the *system* for the *ESM system*, but does not include any curtailment or disconnection of the *system* that is associated with rights or obligations that arise independently of this *contract*, such as under the *DEBS contract*, the *technical rules*, the connection conditions, a contractual right between *Western Power* and *Synergy* and/or any other *Law*

service commencement date means:

- (a) If the *contract commencement date* is before 31 March 2024, 31 March 2024; or
- (b) If the *contract commencement date* is after 31 March 2024, the *contract commencement date plus 10 Business Days*