

Synergy Community Solar Fund

Description

The Synergy Community Solar Fund is a fund for the award (supply and installation) of SolarReturn Solar Power Systems (SolarReturn systems) for registered charities, not-for-profits and community groups by Synergy (ABN 58 673 830 106). The SolarReturn systems awarded will be determined based on the consumption profile of each entity receiving an award from the Synergy Community Solar Fund. The maximum size of any award will be 30 KW.

To apply, Eligible Entities must complete the online application form to outline how the entity contributes to life in Western Australia before the closing date. The application form can be accessed at synergy.net.au/solarfund.

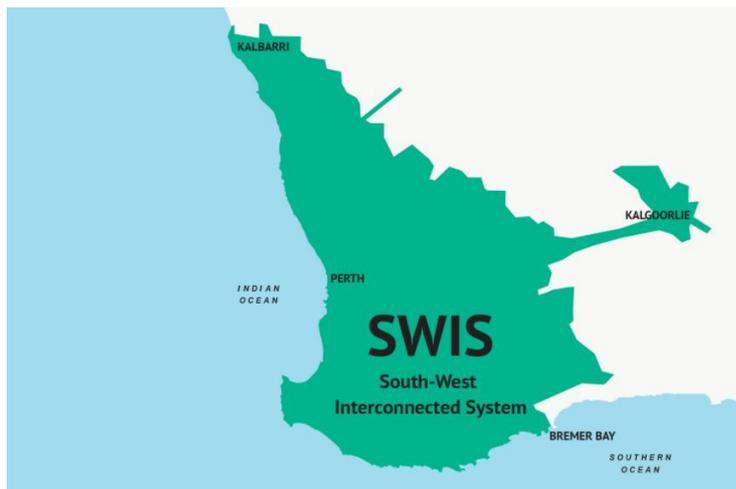
Applications Open: Monday 4 February 2019 12:01 pm WST

Applications Close: Monday 1 April 2019 7:59 am WST

Eligibility and Application Process

To be eligible for an award from the Synergy Community Solar Fund your entity must be a registered charity, not-for-profit or community group and must:

- a) have premises located within the South West Interconnection System;



- b) have an account and an electricity supply agreement with Synergy that either, does not expire before 30 June 2020 for the premises, or is extended or renewed to expire after 30 June 2020 before applications close; and
- c) not have any existing solar panels installed at their premises, (Eligible Entity).

Individuals, education providers, political groups, government agencies and groups that discriminate on the basis of origin, race, age, religion, gender, ability or diversity are not eligible to enter unless Synergy, in its sole discretion, considers that the entity complies with clause 2 of the Terms and Conditions. Please contact Synergy at synergy.events@synergy.net.au before submitting an application if you believe your entity falls under one of these classifications.

Employees of Synergy and their relatives and agents of Synergy and any related bodies are not eligible.

Entities that provide a financial discount or other associated benefit for the provision of goods or services to Synergy employees or contractors are not eligible.

Terms and Conditions

1. Eligible Entities may only submit one application per premises for an award from the Synergy Community Solar Fund.
2. The purpose of the Synergy Community Solar Fund is to reward Eligible Entities that help contribute to life in Western Australia.
3. Synergy may in its sole discretion disqualify an Eligible Entity, including but not limited to, if it considers that the Eligible Entity:
 - a. does not reflect Synergy's corporate values;
 - b. engages in activities that do not comply with Synergy's Code of Conduct or safety policies;
 - c. promotes gaming, tobacco, alcohol or drug-related sponsorships; or
 - d. is environmentally negligent or does not endorse sustainable practices.
4. Synergy has up to \$80,000 (excl. GST) to provide energy efficiency audits and SolarReturn systems to Eligible Entities that contribute to life in Western Australia. A total of 50 KW worth of SolarReturn systems may be awarded by the Synergy Community Solar Fund in 2019. The size of SolarReturn systems awarded will be determined based on the consumption profile of each Eligible Entity receiving an award from the Synergy Community Solar Fund (**Recipients**).
5. Synergy will award to a minimum of two Eligible Entities an award of a SolarReturn system from the Synergy Community Solar Fund. Each award will include the installation of a SolarReturn system at the premises specified in the application. The size of the SolarReturn system will be based on the electricity consumption profile of the specified premises of each Recipient and will be determined by Synergy in its sole discretion.
6. The maximum size SolarReturn system awarded to a Recipient will be 30KW. If the recommended SolarReturn system size for the Recipient is greater than 30KW, the Recipient will have two months from notification of the award of the SolarReturn system to determine whether they would like to increase the size of their SolarReturn system at their own cost.
7. In the instance a Recipient chooses to increase the size of their SolarReturn system at their own cost, the Synergy Community Solar Fund award will be credited to the cost of the SolarReturn system chosen. In all promotional activities, Synergy will only acknowledge and promote the system size of the SolarReturn system and estimated savings based on the size of the award offered to the Recipient.
8. If the Eligible Entity rents their premises, they must obtain their landlord's consent to have a SolarReturn system installed at the premises within prior to submitting an application. Following a request from Synergy, an Eligible Entity must provide evidence of the landlord's consent within 5 business days in a form advised by Synergy.
9. Eligible Entities will need to be able to provide the following documentation upon request to Synergy within 5 business days in relation to premises:
 - a. Copy of certificate of title issued within 3 months;
 - b. Current building plans including, roof elevations, detailed roof schematics (e.g. Dimensions of purlins etc);
 - c. Site plans including boundary lines;
 - d. Ownership details of the property; and
 - e. Photos of current electrical switch board(s).
10. Recipients will be required to sign off on proposed PV array design and the location of the inverters within 5 business days.
11. An award will only be made to a Recipient on the basis that they agree to the terms and conditions applicable for the SolarReturn system size awarded to the Recipient by Synergy. The installation terms and conditions are supplied upon request by emailing synergy.events@synergy.net.au .

12. All Eligible Entities will be required to consent to a Level 1 Energy Audit of their premises (**Audit**). The Audit will be conducted by a third party provider free of charge for the purposes of Synergy publishing the recommendations of the Audit on its website, in newsletters, in newspapers and on social media, including on Facebook and Twitter. Synergy or its agents may also require Eligible Entities to provide additional information prior to the Audit.
13. Audits will be conducted between 1 March and 30 April 2019. Eligible Entities that apply must make their premises available to the auditor for the purpose of conducting the Audit at a time convenient for both parties. Some regional locations may be prone to inflexible scheduling.
14. Two Eligible Entities will be chosen to have their audit recommendations implemented by Synergy at no cost to the Eligible Entity. This process will be documented and shared in the public domain for marketing and promotional purposes
15. Recipients of all awards will be advised in July 2019. Synergy may, in its sole discretion, announce the winners in one announcement or announce winners at different times.
16. When an award is offered to a Recipient the estimated cost and value of the installation will be included in the letter of offer. Synergy will arrange for the installation of the SolarReturn system by an approved installer and will pay the cost of the installation up to the stated value in the letter of offer.
17. Any additional costs associated with the installation of a SolarReturn system are the Recipient's responsibility and Synergy may invoice the Recipient for any difference, in such circumstances Synergy will notify the Recipient of any difference prior to installation being completed.
18. The Recipient must accept any offered award within 7 days of being notified by Synergy and take all necessary steps to have the SolarReturn system installed before 1 December 2019. Any SolarReturn system awarded to a Recipient and not installed by 1 December 2019 will be forfeited unless the delay is solely attributable to Synergy.
19. If a Recipient's premises are subsequently considered by Synergy or its representatives to be unsuitable or in need of modification prior to installation, or any required building or regulatory approval is not obtained, Synergy reserves the right to cancel the installation of the SolarReturn system. In such circumstances, the award will be forfeited and Synergy may in its absolute discretion, provide the Recipient with the option of having the SolarReturn system installed at an alternative premises.
20. Any additional products or services not included in the award, but required by a Recipient, will be arranged and paid for by the Recipient.
21. Synergy reserves the right to publish Recipient details on its website and Facebook account for promotional purposes and for use by media partners.
22. Recipients are to display, in a prominent location, determined by both parties beforehand, a promotional sign provided by Synergy regarding the award of the SolarReturn system.
23. Recipients must sign over all small-scale technology certificates (STCs) associated with the awarded SolarReturn system.
24. By submitting an application, the entity warrants that it will make available a representative to attend and participate in any promotional activities reasonably required by Synergy. This includes but is not limited to a launch event, participation in television activities and photos for publication in newspapers and magazines. If a Recipient is unable or unwilling to attend and participate in any promotion activities requested by Synergy, Synergy reserves the right to withdraw the award offered.
25. Each Recipient agrees to participate and co-operate as required by Synergy in editorial and promotional activities relating to the Synergy Community Solar Fund, including but not limited to a launch event following installation of the SolarReturn system, being interviewed for any news or current affairs program, newspaper or radio station. Synergy may publish this information on its website, in newsletters, in newspapers and on social media, including on Facebook and Twitter. Each Recipient agrees they will not, and will ensure that their companions do not, participate in editorial, marketing or promotional activities with any other media organisation in relation to the Synergy Community Solar Fund without Synergy's prior consent.
26. Each Recipient agrees that it will make no public comment about being selected as a Recipient or being offered an award unless authorised by Synergy.
27. Each Recipient agrees that it will cooperate with Synergy in respect of all promotional activities and the Recipient will publish an approved media release and associated social media updates in relation

to being selected as a Recipient, including any anticipated energy savings of the Recipient as requested and approved by Synergy.

28. Entrants consent to Synergy using their entity's name, address and photographs of their business or premises in any media for promotional purposes related to the Synergy Community Solar Fund. Synergy has the right to publicly use these materials in any medium and in any reasonable manner it sees fit.
29. By submitting an application, entities agree to hold harmless, defend and indemnify Synergy and Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to the Eligible Entity's application and any award from the Synergy Community Solar Fund.
30. Synergy accepts no responsibility for any late, lost, incomplete, misdirected, incorrectly submitted, delayed or ineligible applications, claims or correspondence whether due to error, omission, alteration, tampering, theft, deletion, destruction, transmission, interruption, communications failure or otherwise. Synergy has no control over the postal system, internet, telecommunications networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
31. Synergy in its sole and absolute discretion may cancel, terminate, modify or suspend the Synergy Community Solar Fund or the receipt of any award from the Synergy Community Solar Fund.
32. None of Synergy and its associated agencies and companies are liable to any Recipient or any other person in any way (including but not limited to liability for negligence) for any loss, expense, damage or injury which is suffered or sustained (whether or not arising from any negligence) in connection with the receipt of any award from the Synergy Community Solar Fund, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum liability allowable by law).
33. Any queries or complaints regarding Synergy's Community Solar Fund or Recipients including any applicable conditions must be directed to Synergy.
34. Nothing in these terms and conditions excludes, restricts or modifies the rights of any person or entity as a "consumer" under the Australian Consumer Law (or any other statutory rights) to the extent the law does not allow them to be excluded, restricted or modified.
35. All entries will be the property of Synergy. The information provided will be collected, held, used and disclosed by Synergy for the purpose of and relating to the Synergy Community Solar Fund and otherwise in accordance with Synergy's Privacy Policy and Collection of Information Statement (available at synergy.net.au) which reflect Synergy's obligations under the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Without limitation, Synergy may disclose entrants' personal information to relevant suppliers, contractors and agents for or in relation to any of those purposes.
36. These terms and conditions are governed by and to be interpreted in accordance with the laws of Western Australia.