

Horizon Power Commercial Buyback Scheme COBS Terms and Conditions

Commercial Terms and Conditions
As at 1 July 2023



HORIZON
POWER

For purchase of Distributed Electricity –
Electricity Industry (Licence Conditions)
Regulations 2005 (WA)

Between Horizon Power and Customer
North West Integrated System and
Regional Non-Interconnected Systems

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Terms and conditions

1. Definitions

The meaning of the terms used in the Contract are set out below:

Application means the application by the Customer to connect a Distributed Energy System to the Electricity System, in the form of the Application Documents.

Application Documents means the online application form on Horizon Power's website and any other documents (in any form) identified from time to time by Horizon Power as the application documents for connection of a Distributed Energy System to the Electricity System.

Billing Cycle means the regular recurrent period in which the Customer receives a bill from Horizon Power in accordance with the Electricity Supply Agreement.

Contract means the contract for the purchase by Horizon Power of Distributed Energy Exported, comprising the Application Documents submitted by the Customer and approved by Horizon Power, these Terms & Conditions, the Technical Requirements, and any other obligations notified by Horizon Power relating to Generation Management.

Contract Commencement Date means the date that Horizon Power notifies the Customer it has approved the Application.

Customer means the customer specified in the Application Documents.

Customer System means the Customer's Distributed Energy System located on the Premises, including (where applicable) the Inverter, being that system set out in the Application.

Distributed Energy means electricity generated or

stored (as applicable) by a Distributed Energy System.

Distributed Energy Amount has the meaning given in clause 10.1.

Distributed Energy Exported means Distributed Energy transferred from the Customer System into the Electricity System through the connection point as recorded on the Metering Equipment (in kWh).

Distributed Energy System means a Renewable Energy System or Storage Works, or a combination of both.

Electricity Supply Agreement means a contract for the supply of electricity by Horizon Power to the Customer at the Premises (whether under a written contract or pursuant to the Electricity Industry Act 2004 (WA)).

Electricity System means the electricity network owned and operated by Horizon Power and connected to the Premises.

Emergency means an actual or imminent situation that in Horizon Power's opinion would, or is likely to, jeopardise the integrity of the Electricity System, or public or personal safety.

Excluded Loss means any of the following categories of loss or damage:

- (a) loss of profit, loss or deferment of revenue (including the inability to create, register or sell Renewable Energy Certificates), loss of opportunity, loss of production, business interruption and loss of use;
- (b) loss of goodwill, loss of business reputation, future reputation or publicity;
- (c) damage to credit rating;
- (d) punitive or special damages; or

- (e) without limiting the above, indirect or consequential loss or damage of any kind whatsoever.

Generation Management means a method by which the variable output of Distributed Energy is:

- (a) directly or by remote means controlled, curtailed, suspended, interrupted or in any way reduced; or
- (b) managed, either by means of Storage Works or by other electricity generation,

or any combination of (a) and (b).

Generation Management Requirements means the rights of Horizon Power and the obligations of the Customer relating to Generation Management either:

- (a) contained in the Technical Requirements; or
- (b) otherwise applicable to the Customer, as notified to the Customer by Horizon Power from time to time.

Government Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, responsible minister, department, office, commission, delegate, authority, instrumentality, tribunal, board, agency, entity or organ of government, whether Commonwealth, State, territorial or local, statutory or otherwise, in respect of a sovereign state.

Inverter means the device, which may form part of a Distributed Energy System, which:

- (a) limits the Distributed Energy exported to the Electricity System; and
- (b) complies with the Technical Requirements, and may convert direct current generated electrical energy into alternating current electrical energy.

Legal Requirements means present and future obligations arising under:

- a) applicable laws, statutes, regulations, by-laws, orders, ordinances, proclamations and decrees of, or having effect in, Western Australia; and

- (b) any requirement, instruction, direction, authorisation or order of a Government Agency.

Metering Equipment means, as applicable, the import, export, bi-directional and revenue meters installed at the Premises to measure the import of electricity to the Customer under the Electricity Supply Agreement and the Distributed Energy Exported by the Customer.

Notice of Completion means the notice identified from time to time by Horizon Power as the notice required to be completed by, or on behalf of, the Customer, certifying the Customer System (including any Generation Management equipment) has been properly installed and commissioned, and is ready to be connected to the Premises and the Electricity System.

Premises means the premises nominated in the Application Documents, owned or occupied by the Customer, which must be the same Customer supplied at that premises in accordance with an Electricity Supply Agreement.

Pricing Schedule means the pricing schedule published on Horizon Power's website in respect to these Terms and Conditions.

Renewable Energy Certificate has the meaning given in the *Renewable Energy (Electricity) Act 2000* (Cth).

Renewable Energy System means:

- (a) a system of photovoltaic arrays;
- (b) a system of wind turbines;
- (c) a hydro power system; or
- (d) another system for the generation of electricity from a renewable energy source,

that has a generating capacity exceeding 1.5kW.

Storage Activity means an activity comprising all of the following:

- (a) receiving energy in the form of electricity;

- (b) storing the received energy in any form; and
- (c) discharging the stored energy in the form of electricity.

Storage Works means any wires, apparatus, equipment, plant or buildings used, or to be used, for, or in connection with, or to control, a Storage Activity.

Term means the term of the Contract, being the period which commences on the Contract Commencement Date and ends on the date the Contract is terminated in accordance with its terms.

Technical Requirements means:

- (a) Horizon Power's embedded generation connection technical requirements, being the "Low Voltage EG Connection Technical Requirements" or "Basic EG Connection Technical Requirements" (as applicable), in each case, as updated or amended by Horizon Power from time to time; and
- (b) any other technical requirements notified by Horizon Power to the Customer from time to time.

Terms & Conditions means the terms & conditions set out in this document as amended from time to time.

2. Term of the Contract

- 2.1 The Contract commences on the Contract Commencement Date and continues for the Term.

3. Distributed Energy buyback commencement date

- 3.1 Horizon Power's obligation to purchase and pay for Distributed Energy Exported in accordance with the Contract commences on the date that all of the following have occurred:
 - (a) the Contract Commencement Date has occurred;

- (b) if the Customer does not have an Electricity Supply Agreement with Horizon Power, the Customer and Horizon Power have entered into an Electricity Supply Agreement;
- (c) the necessary Metering Equipment has been installed by Horizon Power in accordance with clause 6.1;
- (d) the Customer has complied with those aspects of the Technical Requirements and Generation Management Requirements:
 - (1) notified to the Customer by Horizon Power in connection with the Application; and
 - (2) otherwise necessary to enable import and export of electricity to and from the Electricity System,

and has agreed to comply with the Generation Management Requirements applicable to the ongoing operation of the Customer System;

- (e) the Customer System is connected to and ready to import and export electricity to and from the Electricity System and Horizon Power has been provided with a Notice of Completion in accordance with clause 7.1, to its satisfaction; and
- (f) where required by Horizon Power, the Customer System has successfully completed the tests set out in clauses 7.2 and 7.3.

4. Technical Requirements

- 4.1 The Customer must ensure that the Customer System at all times complies with the Technical Requirements and Generation Management Requirements. The costs of complying with the obligations in this clause 4.1 are the Customer's costs.

- 4.2 If the Customer does not comply with either or both of clause 4.1 or clause 9.1(b), Horizon Power may, without limiting any other right of Horizon Power under the Contract, take appropriate action (including disconnection of the export channel of the relevant export Metering Equipment and, if necessary, the Customer System) to ensure that there is no Distributed Energy output from the Customer System or the Premises and clauses 7.6 and 8.4 will apply. The Customer acknowledges and agrees that Horizon Power's rights under this clause 4.2 are reasonable and justified to ensure, among other things, the safety and stability of the Electricity System.

5. Distributed Energy sale prices

- 5.1 Horizon Power will purchase Distributed Energy Exported at the prices set out in the Pricing Schedule, or as otherwise agreed in writing with the Customer. The parties acknowledge and agree that the prices payable under the Contract may vary in accordance with clause 17.
- 5.2 The parties acknowledge and agree that the Contract only governs the sale of Distributed Energy by the Customer to Horizon Power. The purchase of electricity by the Customer from Horizon Power is governed by the terms of the Electricity Supply Agreement.

6. Installation of Metering Equipment

- 6.1 Horizon Power will, as soon as reasonably practicable after the Contract Commencement Date, supply and install any Metering Equipment required to be installed at the Premises to facilitate the measurement and sale of Distributed Energy Exported by the Customer to Horizon Power under the Contract. The Customer must provide a safe and secure place, which also complies with the relevant Legal Requirements, for installation and operation of that Metering Equipment.

6.2 The Customer must pay all costs associated with:

- (a) the supply and installation of new Metering Equipment at the Premises; or
- (b) the reprogramming of Metering Equipment existing at the Premises,

by Horizon Power under clause 6.1, at the prices set out in the *Energy Operators (Regional Power Corporation) (Charges) By-laws 2006 (WA)*, and otherwise at the prices published by Horizon Power from time to time. The parties acknowledge and agree that “the prices published by Horizon Power from time to time” means that:

- (c) prices may be varied (either increased or decreased);
- (d) prices may no longer be payable; or
- (e) where no price was payable, prices may become payable.

The Customer must pay those costs within 14 days of receiving an invoice for those costs from Horizon Power (regardless of whether the Customer System is, or is to be, installed or commissioned).

6.3 The Metering Equipment is not transferable to any other place and, once installed, remains installed at the Premises. The Metering Equipment always remains the property of Horizon Power.

6.4 The Customer must provide access and all reasonable assistance to Horizon Power in order for it to install, program, reprogram, maintain and replace any Metering Equipment at the Premises.

6.5 In the event of any delay in the installation, programming or reprogramming of the Metering Equipment Horizon Power will, to the extent permitted by law, have no liability for any loss to the Customer (including where arising out of negligence).

7. Customer System

- 7.1 Upon completion of the installation of the Customer System, the Customer must, or must procure that, the duly completed and signed original Notice of Completion is provided to Horizon Power.
- 7.2 Following receipt by Horizon Power of the Notice of Completion, a test of the Customer System may, at the discretion of Horizon Power, be conducted by a Horizon Power employee, or other contractor appointed by Horizon Power, to establish that the Customer System complies with all Technical Requirements and Generation Management Requirements.
- 7.3 A test of the Customer System may include:
- (a) disconnection of the Horizon Power supply to the Premises with an Electricity System trip;
 - (b) auto-reconnection to the Electricity System;
 - (c) operational testing of residual current devices when fed only from the Customer System;
 - (d) testing to establish the proper functioning of Generation Management; and
 - (e) inspection of the Customer System for compliance with relevant standards and Technical Requirements required to be complied with in accordance with the Contract.
- 7.4 The Customer must pay all costs associated with the purchase, installation and maintenance of the Customer System.
- 7.5 The Customer must pay all costs associated with:
- (a) any testing of the Customer System referred to in clause 7.2 and clause 7.3 (but excluding the testing referred to in clause 7.3(d)) after Horizon Power receives the Notice of Completion; and

(b) any testing of the Customer System (other than the testing referred to in clause 7.5(a)) where upon testing it is found to have any fault,

at the prices published by Horizon Power from time to time. The parties acknowledge and agree that “the prices published by Horizon Power from time to time” means that:

(c) prices are varied (either increased or decreased);

(d) prices may no longer be payable; and

(e) where no price was payable, prices may become payable.

The Customer must pay those costs within 14 days of receiving an invoice for those costs from Horizon Power.

7.6 Horizon Power will only take delivery of, purchase, and pay for Distributed Energy Exported.

7.7 The Customer acknowledges and agrees that:

(a) Horizon Power may, at its absolute discretion, control, curtail, interrupt or reduce the Distributed Energy Exported for network stability or efficiency reasons, an Emergency, or any other reason in accordance and consistent with good electricity industry practice;

(b) the financial and other benefits that the Customer may derive from the installation and use of the Customer System may vary over time and from time to time, including because of the exercise by Horizon Power of its rights under clause 7.7(a); and

(c) Horizon Power is not liable to the Customer for any loss, liability, cost or expense of any kind howsoever arising out of or in connection with the exercise by Horizon Power of its rights under clause 7.7(a).

8. Disconnection right

- 8.1 The Customer System may from time to time be disconnected from the Electricity System by Horizon Power for operational reasons or for planned maintenance.
- 8.2 Horizon Power may disconnect the Customer System if the Customer breaches any of its obligations under the Contract (including any of its obligations in clause 4).
- 8.3 Horizon Power may disconnect the Customer System from the Electricity System at any time without notice in an Emergency.
- 8.4 To the extent permitted by law, Horizon Power will not be liable to the Customer for any moneys or compensation, nor will Horizon Power be exposed to any other remedy, if the Electricity System does not accept Distributed Energy exported from the Customer System for any reason, including because of Generation Management undertaken by Horizon Power, or if the Customer does not or cannot export Distributed Energy from the Customer System to the Electricity System, or the Customer cannot itself use Distributed Energy generated or stored (as applicable) by the Customer System for any reason)

9. Approvals and liaison

- 9.1 The Customer must, in respect of the Customer System:
 - (a) obtain and maintain all necessary licenses, permits or approvals (or any combination of them) from all Government Agencies (including building and planning approvals) required for it to generate or store (as applicable) Distributed Energy and, where necessary, to allow for the Distributed Energy generated or stored (as applicable) by the Customer System to be exported to the Electricity System;

- (b) maintain the Customer System and all associated equipment (including all equipment required to comply with Generation Management Requirements) in good working and reliable order and available for export of Distributed Energy from the Customer System to the Electricity System;
 - (c) notify Horizon Power in advance of any maintenance work which is planned in relation to the Customer System that may affect the Electricity System and coordinate such maintenance with any maintenance work required by Horizon Power on the Electricity System to the extent that Customer's work will affect the supplies to and from the Premises; and
 - (d) obtain Horizon Power's prior consent to any proposed changes to the Customer System (including operational, structural and functional changes) including any changes in the Customer System's generating, storage or output capacity, or Generation Management.
- 9.2 The Customer must provide Horizon Power with information Horizon Power reasonably requests for the purposes of the Contract.
- 9.3 If Horizon Power requests information under clause 9.2:
- (a) all information must be correct and the Customer must not mislead or misrepresent the information provided to Horizon Power;
 - (b) the Customer must provide the information in the required format and by the specified deadline; and
 - (c) Horizon Power reserves its rights, including the right to terminate the Contract, if information provided by a Customer is incorrect, misleading or deceptive.

- 9.4 Horizon Power is permitted to use information provided by the Customer as may be necessary for Horizon Power to comply with its obligations under the Contract or to carry out its functions in accordance with any Legal Requirements.
- 9.5 Horizon Power is permitted to disclose information provided by or collected from the Customer to any Government Agency for purposes related to the Contract or to carry out its functions in accordance with any Legal Requirements. Such information includes Customer details, confirmation of Customer System installation, Customer and Customer System eligibility, reporting in relation to the Contract and the amount of Distributed Energy Exported.
- 9.6 The Customer must bear its own costs in relation to performance of its obligations under this clause 9 and in relation to its compliance with any Legal Requirements.

10 Metering Equipment reading, billing and payment

- 10.1 Horizon Power will issue a bill for electricity consumed and all other amounts payable by the Customer under the Electricity Supply Agreement. On that bill, Horizon Power will also set out the amounts payable by Horizon Power to the Customer for the purchase of Distributed Energy Exported, calculated at the Distributed Energy sale price which applies under clause 5 (**Distributed Energy Amount**).
- 10.2 On the bill issued pursuant to clause 10.1:
- (a) the amount payable by the Customer under the Electricity Supply Agreement will be set out as a debit amount; and
 - (b) the Distributed Energy Amount will be set out as a credit amount.

10.3 If:

- (a) the sum of the amounts in clause 10.2 is a debit amount, the Customer will pay that amount to Horizon Power in accordance with the requirements of the Electricity Supply Agreement; or
- (b) the sum of the amounts in clause 10.2 is a credit amount, then subject to clause 10.4, Horizon Power will carry over that positive amount as a credit amount applicable to the next bill issued in accordance with clause 10.1. No interest will be paid for the Distributed Energy Amount held in credit in accordance with this clause 10.3(b).

10.4 If the amount in credit on a bill exceeds the amount in debit by more than \$250, then Horizon Power will pay the excess amount to the Customer, on request. If the Customer requests payment of the excess amount under this clause 10.4, Horizon Power will pay the Customer the excess amount using the payment method it determines is applicable from time to time. If the Customer requests payment be made using another payment method, Horizon Power may deduct from the payment a reasonable amount for the administrative costs of making the payment to the Customer.

10.5 Subject to clause 10.9, Horizon Power will use data from the Metering Equipment to prepare the Customer's bill for a Billing Cycle.

10.6 Horizon Power will use its best endeavours to ensure that it obtains data from the Metering Equipment once in every Billing Cycle. This clause 10.6 does not apply where instead an approval under clause 10.7 applies.

10.7 The Customer may request the approval of Horizon Power to allow the Customer to read the Metering Equipment. If Horizon Power

approves the request of the Customer, which approval Horizon Power can give or withhold in its absolute discretion and on any reasonable conditions, the Customer must read the Metering Equipment as approved by Horizon Power during each Billing Cycle and provide Horizon Power with the data from the Metering Equipment. Horizon Power will bill the Customer on the basis of the Customer's readings of the Metering Equipment. Notwithstanding any approval given to the Customer to read the Metering Equipment, the Customer must provide access to Horizon Power to enable it to read the Metering Equipment from time to time.

- 10.8 Where data from the Metering Equipment is to be obtained in accordance with clause 10.6, the Customer must facilitate access to the Metering Equipment for this purpose.
- 10.9 Where data from the Metering Equipment is not obtained or provided in a Billing Cycle (including where the Metering Equipment is faulty or consumption and energy flows (including import and export) are not properly recorded), Horizon Power may issue a bill to the Customer after estimating electricity consumption, energy flows (including import and export) and Distributed Energy Exported for that Billing Cycle, with those estimates based on:
- 10.9 Where data from the Metering Equipment is to be obtained in accordance with clause 10.7, the Customer must facilitate access to the Metering Equipment for this purpose.
- (a) data previously obtained from the Metering Equipment;
 - (b) if Horizon Power does not have data referred to in clause 10.9(a), data from customers who Horizon Power considers are in a comparable position (generally by location, Distributed Energy Systems installed and electricity consumption and export patterns); or

- (c) if neither clauses 10.9(a) nor 10.9(b) apply, then subject to any applicable law, any method of estimation Horizon Power chooses, acting reasonably.
- 10.10 If Horizon Power under credits the Customer for any reason, then Horizon Power will credit the amount to the Customer's account.
- 10.11 If Horizon Power over credits the Customer for any reason, then Horizon Power can require the Customer to make a correcting payment or Horizon Power can set off any over credits against any future Distributed Energy Amount.
- 10.12 Despite anything else in this clause 10, the form of a bill must be in accordance with the requirements under clause 15 and clause 16 in relation to GST and in particular, the requirements of a tax invoice or a recipient created tax invoice, as the terms are used in those clauses.

11 Default and termination

- 11.1 The Customer may terminate the Contract at any time by giving at least 3 months' written notice to Horizon Power.
- 11.2 Horizon Power may terminate the Contract at any time by giving at least 3 months' written notice to the Customer.
- 11.3 Horizon Power may terminate the Contract at any time, upon written notice to the Customer, if any of the following occurs:
- (a) the Customer System ceases to be a Distributed Energy System;
 - (b) the Customer fails to comply with clause 9.1(d);
 - (c) the Premises or Customer System (or both) cease to be connected to the Electricity System at a connection point; or

(d) if, after the Customer and Horizon Power have entered into an Electricity Supply Agreement, the Electricity Supply Agreement terminates for any reason.

11.4 If:

(a) the Customer and Horizon Power have not entered into an Electricity Supply Agreement; or

(b) Horizon Power has not received a Notice of Completion for the Customer System,

or both, by the date which is 3 months after the Contract Commencement Date, then either party may terminate the Contract by giving the other party 7 days' prior notice in writing.

11.5 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.

11.6 Without limiting clause 11.2 or clause 11.3, if the Customer fails to comply with any of its obligations under the Contract, Horizon Power may give a notice in writing to the Customer requiring the Customer to cure the default and if the Customer fails to cure the default within the time specified by Horizon Power, Horizon Power may terminate the Contract by giving 14 days' notice in writing to the Customer.

11.7 Upon termination of the Contract in accordance with this clause 11, the Customer must ensure that no Distributed Energy is exported to the Electricity System from the Customer System or the Premises. Horizon Power may take appropriate action (including disconnection of the export channel of any export Metering Equipment installed at the Premises) to ensure that no Distributed Energy is exported to the Electricity System from the Customer System or the Premises and the Customer must pay all associated costs.

- 11.8 Following termination of the Contract in accordance with this clause 11, Horizon Power must pay to the Customer any outstanding amount payable to the Customer under the Contract within 30 days after a written request is received from the Customer. If the Customer requests payment under this clause 11.8, Horizon Power will pay the Customer the outstanding amount using the payment method it determines is applicable from time to time. If the Customer requests payment be made using another payment method, Horizon Power may deduct from the payment a reasonable amount for the administrative costs of making the payment to the Customer.
- 11.9 The termination of the Contract does not affect any continued operation of the Electricity Supply Agreement.
- 11.10 Subject to clause 11.9, upon termination of the Contract, the parties will be under no obligation to each other except as provided in clauses 11.11 and 11.12.
- 11.11 Subject to clauses 12 and 13, this clause 11 is without prejudice to any other legal rights and remedies as may be available to a non-defaulting party (whether at common law, equity or otherwise).
- 11.12 Termination of the Contract operates without prejudice to any rights or remedies that may have accrued to a party prior to termination.

12 Liability for damage

- 12.1 The Customer is responsible for the Customer System, the Generation Management equipment, and either of their use. The Customer agrees that Horizon Power will not be liable for any loss, damage or injury that may be caused by or to the Customer System, the Generation Management equipment, or in relation to either of their use.

12.2 The Customer must install adequate protection devices to protect the Customer System from faults (including power surges) on the Electricity System. Horizon Power will not be liable for any loss or damage to the Customer System or for any injury arising as a result of the Customer failing to install such protection devices.

12.3 The Customer is liable for, and must indemnify Horizon Power 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:

- (a) a breach of any term of the Contract by the Customer;
- (b) a breach by the Customer of the Technical Requirements required to be complied with in accordance with the Contract;
- (c) the Customer System or its use; or
- (d) the Generation Management equipment or its use.

13 No liability for Excluded Loss

13.1 To the extent permitted by law, a party will not in any circumstances be liable to another party for any Excluded Loss howsoever arising, whether in contract or in tort (including negligence) or under any legislation or indemnity, whether foreseen or foreseeable, and whether or not such losses and damages are caused or contributed to by any wrongful act, omission, or negligence of either party.

13.2 Nothing in this clause 13 relieves a party from its express payment obligations under the Contract.

14 Application of legislation

- 14.1 Nothing contained in the Contract will in any way limit the operation or effect of any Act or regulations (or deprive Horizon Power of its rights or obligations thereunder) including the Energy Operators (Powers) Act 1979 (WA), the Energy Operators (Regional Power Corporation) (Charges) By-laws 2006 (WA), the Electricity Corporation Act 2005 (WA), the Electricity Industry (Licence Conditions) Regulations 2005 (WA), the Electricity Industry Customer Transfer Code 2004 (WA) and the Electricity Industry Metering Code 2005 (WA).
- 14.2 The Contract does not in any way limit Horizon Power's obligation to comply with any lawful directions of the Minister for Energy, the Coordinator of Energy, or the Director of Energy Safety in relation to emergencies and safety or otherwise.

15 Goods and Services Tax (GST)

- 15.1 Unless otherwise stated, all amounts payable or the value of other consideration provided in respect of the supplies made under the Contract are exclusive of GST.
- 15.2 To the extent that any supply made under or in connection with the 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.
- 15.3 Subject to the offset of an amount on a bill under clause 10, any additional amount payable as a result of the operation of clause 15.2 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.
- 15.4 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 must 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.
- 15.5 Subject to clause 16, where in relation to the Contract a party makes a taxable supply, that party must provide a Tax Invoice in respect of that supply at or before the time that the payment of GST is required under clauses 15.2 and 15.3.
- 15.6 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.
- 16.7 Terms defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning when used in this clause 15.

16 Agreement to use recipient created tax invoices

- 16.1 This clause 16 applies where the Customer is registered for GST.

- 16.2 The parties agree that:
- (a) Horizon Power can issue tax invoices in respect of the supplies made by the Customer under or in connection with the Contract; and
 - (b) the Customer will not issue tax invoices in respect of these supplies.
- 16.3 Horizon Power warrants that it is registered for GST when it enters into the Contract and that it will notify the Customer if it ceases to be so registered.
- 16.4 The Customer warrants that it is registered for GST when it enters into the Contract and that it will notify Horizon Power if it ceases to be so registered.
- 16.5 The Customer warrants that its ABN is as set out on the Application Documents
- 16.6 Terms defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning when used in this clause 16.

17 Amendments

The Customer acknowledges and agrees that the Contract is subject to change, including changes effected in accordance with clause 17.2.

- 17.1 Horizon Power may annually, or from time to time and applicable from 1 July in any year or from another time as notified by Horizon Power to the Customer, unilaterally amend the Terms & Conditions (including any prices set out in the Terms & Conditions), provided that:
- (a) Horizon Power, at all times, acts reasonably in respect of such an amendment; and
 - (b) the Terms and Conditions will, on the amendment taking effect, continue to provide for the purchase of Distributed Energy on fair and reasonable terms.

17.2 The Customer acknowledges and agrees that changes to the prices payable under the Contract effected in accordance with clause 17.2 may have the effect of:

- (a) varying those prices (either by increasing or decreasing them);
- (b) abolishing a price that was previously payable; or
- (c) where no price was previously payable, introducing a price that is payable.

17.3 In determining the prices payable under the Contract and specified in the Pricing Schedule (including any amendments to the prices set out in the Pricing Schedule or wholly new prices), the Customer acknowledges and agrees that Horizon Power may have regard to the following factors:

- (a) Horizon Power's costs of electricity generation;
- (b) line losses applicable to Customers' generation of Distributed Energy and the aggregate effect on line losses for an Electricity System;
- (c) Customers' contribution to firm generation capacity on an Electricity System;
- (d) cost of materials and items;
- (e) labour costs;
- (f) transportation costs;
- (g) costs of funding and debt;
- (h) administration costs;
- (i) any costs associated with Horizon Power procuring electricity; and
- (j) any margin on the foregoing amounts for Horizon Power.

17.4 If the Terms & Conditions (including any prices set out in the Terms & Conditions) are unilaterally amended under clause 17.2, then the Contract will

be deemed to be amended on and from the date that the change is notified to commence by Horizon Power.

17.3 The Customer acknowledges and agrees that, where:

- (a) Horizon Power amends the Contract in accordance with clause 17.2; and
- (b) on and from the date that the amendment takes effect in accordance with clause 17.5, Distributed Energy generated by the Customer System continues to be exported into the Electricity System,

the Customer will be deemed to have accepted the amendment. If the Customer does not accept an amendment made by Horizon Power in accordance with clause 17.2, the Customer should exercise its right in clause 11.1 to terminate the Contract

18 Miscellaneous

18.1 If the whole or part of any of the Contract 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 18.1 has no effect if the severance alters the basic nature of the Contract or is contrary to public policy.

18.2 The 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.

18.3 The 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.

- 18.4 The rights, powers and remedies provided in the Contract are cumulative with and not exclusive of the rights, powers, or remedies provided by law independently of the Contract.
- 18.5 A party may only elect to waive a right conferred by the Contract in writing, signed by the party electing to give the waiver and no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as an election to waive the right or otherwise prevents the exercise of the right.
- 18.6 An election to waive a right on one or more occasions does not operate as a deemed election to waive that right if it arises again and the exercise of an election to waive a right does not prevent any further exercise of that right or of any other right.
- 18.7 The failure of any party to enforce at any time any provision of the Contract or to exercise any right, power or remedy provided by the Contract will in no way be construed to be a waiver of such provision nor in any way to affect the validity of the Contract or any part thereof or the right of any party to enforce thereafter each and every term of the Contract and to exercise any such right. No waiver of any breach of a provision of the Contract will be held to be a waiver of any other or subsequent breach.

19 Interpretation

- 19.1 In the Contract:
- (a) Headings, underlining and bold type are for convenience only and do not affect the interpretation of the Contract.
 - (b) The singular includes the plural and the plural includes the singular.

- (c) Other parts of speech and grammatical forms of a word or phrase defined in the Contract have a corresponding meaning.
- (d) An expression referring to a person includes any company, partnership, joint venture, association, corporation or other body corporate, education institution, non-profit making organisation and any Government Agency as well as an individual.
- (e) A reference to:
 - (1) a clause, party, schedule, attachment or exhibit is a reference to a clause of, and party, schedule, attachment or exhibit to, the Contract;
 - (2) a section, is a reference to a section of a schedule; and
 - (3) a reference to the Contract includes any schedule, attachment and exhibit.
- (f) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (g) A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.
- (h) A reference to a price, rate, cost, fee or charge in the Contract is also to be taken to be a reference to each other term, or any of them, as the case requires.
- (i) A promise on the part of 2 or more persons binds them jointly and severally.
- (j) No provision will be construed adversely to a party because that party was responsible for the preparation of the Contract or that provision.

- (k) A reference to a body, other than a party to the Contract (including an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its power or functions.
- (l) Specifying anything in the Contract after the words “include” or “for example” or similar expressions does not limit what else is included.

20. Pricing Schedule

20.1 Definitions and interpretation

In this Pricing Schedule:

- (a) **Off-Peak** means the period commencing at 9:00pm on one day, and ending at 2:59pm on the following day; and
- (b) **Peak** means the period commencing at 3:00pm on one day, and ending at 8:59pm on the same day;
- (c) **Time of Export** means the time of day at which Distributed Energy generated or stored (as applicable) by the Customer System, is exported to the Electricity System; and
- (d) all prices have been rounded to two decimal places, and are subject to change in accordance with clause 17.

20.2 Distributed Energy sale prices

The total price payable for Distributed Energy Exported (as at the Contract Commencement Date) is as set out in the following table, which prices will apply by reference to:

- (a) the Time of Export; and
- (b) the town in which the Customer System is located.

See pricing table over page

Town	Distributed Energy Buyback offer c/kWh - Peak	Distributed Energy Buyback offer c/kWh - Off-Peak
Ardyaloon	55.99	16.80
Beagle Bay	55.99	16.80
Bidyadanga	37.76	11.33
Broome	N/A	N/A
Carnarvon	N/A	N/A
Coral Bay	N/A	N/A
Cue	37.76	11.33
Denham	37.76	11.33
Derby	N/A	N/A
Djarindjin	55.99	16.80
Esperance	N/A	N/A
Exmouth	N/A	N/A
Fitzroy Crossing	N/A	N/A
Gascoyne Junction	55.99	16.80
Halls Creek	N/A	N/A
Hopetoun	37.76	11.33
Kalumburu	55.99	16.80
Karratha/Roebourne/ Point Samson/Cossack	N/A	N/A

Town	Distributed Energy Buyback offer c/kWh - Peak	Distributed Energy Buyback offer c/kWh - Off-Peak
Kununurra/Wyndham/Lake Argyle	N/A	N/A
Laverton	37.76	11.33
Leonora	N/A	N/A
Looma/Camballin	37.76	11.33
Marble Bar	55.99	16.80
Meekatharra	37.76	11.33
Menzies	55.99	16.80
Mount Magnet	37.76	11.33
Norseman	37.76	11.33
Nullagine	55.99	16.80
Onslow	N/A	N/A
Port Hedland	N/A	N/A
Sandstone	37.76	11.33
Warmun	37.76	11.33
Wiluna	37.76	11.33
Yalgoo	37.76	11.33
Yungngora	55.99	16.80

Contact us

If you require more information or have any questions about which tariff applies to you, please contact us:

Phone

1800 267 926

Email

enquiries@horizonpower-reply.com.au

Web

horizonpower.com.au

If you don't speak English we can arrange an interpreter service for you.

If you have hearing or speech difficulties please call **1800 461 499 (TTY)**

For faults or emergencies, please call **13 23 51**

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