

CENTRAL VICTORIA SOLAR CITY BUSINESS ENERGY ASSESSMENT TERMS AND CONDITIONS

PARTIES

1. The terms and conditions contained in this document outline the obligations of Sustainable Regional Australia Pty Ltd (ACN 114 664 050) (SRA) and the entity referred to in the execution clause of the Business Energy Assessment Participation Agreement (Participant) with regard to the Central Victoria Solar City Program.

DEFINITIONS

2. In this Agreement:
 - a. **Business Energy Assessment** means a 1 ½ to 2 hour visit by an SRA energy assessor using this booklet to support a business owner or their authorized representative to identify potential energy efficiencies in their business.
 - b. **Central Victoria Solar City Catchment Area** means the 14 municipalities of Greater Bendigo, Ballarat, Swan Hill, Gannawarra, Buloke, Loddon, Campaspe, Northern Grampians, Central Goldfields, Mt Alexander, Ararat, Pyrenees, Hepburn, and the Macedon Ranges. A complete description of the relevant area is provided on the Website.
 - c. **Commonwealth** means the Commonwealth of Australia, acting through the Department of Climate Change and Energy Efficiency.
 - d. **Consortium** means SRA, Bendigo and Adelaide Bank Limited, Powercor Australia Ltd, Central Victorian Greenhouse Alliance Incorporated, and Origin Energy Retail Limited, with SRA acting as the lead proponent for the joint activities of the Consortium under the Solar Cities Program.
 - e. **Policies** means SRA's policies published on the Website from time to time, including the Privacy Policy.
 - f. **Powercor** means Powercor Australia Ltd ABN 89 064 651 109.
 - g. **Project** means the portion of the Solar Cities Program being conducted by the Consortium in the Central Victoria Solar City Catchment Area.
 - h. **Related Body Corporate** means that term as it is defined under the Corporations Act 2001 (Cth).
 - i. **Solar Cities Program** means the Australian Government's Solar Cities program; a partnership between all levels of government, industry, business and local communities to trial sustainable energy solutions, such as the large-scale grid-connected urban sites located in Central Victoria Catchment Area as part of the Project.
 - j. **Supply Address** means the business address of the Participant to which the Business Energy Assessment is to be provided (supplied by the Participant in completing the Participation Agreement).
 - k. **Trial Period** means the period of time from when the Participation Agreement is entered into until 30 June 2013 or until the end of the Solar Cities Program, whichever is earlier.
 - l. **Website** means the SRA website accessible via www.centralvictoriasolarcity.com.au

PURPOSE

3. The purpose of the Solar Cities Program is to address the barriers to taking up distributed solar generation, energy efficiency, smart metering and cost reflective pricing.
4. In performing tasks as part of the Solar Cities Program, and specifically the Project, the members of the Consortium and the Commonwealth, are collaborating:
 - a. for the public to be provided with customised energy conservation and solar energy related products, and;
 - b. to collect data from participants in the Project to assist in the development of energy and energy efficiency policies.

EFFECTIVE DATE OF THE AGREEMENT

5. The Participant has received a Business Energy Assessment booklet, which details a number of aspects of the products and services being offered by SRA.
6. An agreement between the parties only becomes binding once:
 - a. the Participation Agreement contained within the Business Energy Assessment booklet is validly signed and returned to SRA; and
 - b. the Participant has met the required pre-conditions as outlined in both this document, and in the Participation Agreement.

INTENT OF THE ASSESSMENT

7. The assessment conducted under the Business Energy Assessment is a guide only, it is intended to prompt the Participant into incorporating energy efficiency methods into their business practices. It is not a comprehensive audit of energy use or potential energy savings for the Participant. SRA and the Consortium do not make specific recommendations around the market cost of services of equipment in the Business Energy Assessment booklet and related documents and representatives are not authorised to provide any such recommendations while conducting assessments.

CANCELLATION

8. If you cancel or wish to end your participation in the Project after you have returned the Participation Agreement you should contact the SRA offices in writing immediately. For a full explanation of our Cancellation Policy please see our website www.centralvictoriasolarcity.com.au
9. It is a condition of this Agreement that even if the Participant chooses to cancel from the research trial after they have completed the Business Energy Assessment, the Participant continues to allow the energy usage data recorded by the Meter for the Supply Address to be collected by the University of Ballarat, or other authorised agents of SRA, on behalf of SRA for the remainder of the Term, unless the Participant elects in writing to 'opt-out' of providing such data at the time of cancellation. When collecting and using such data, SRA will continue to comply with the Privacy Act and with the SRA Privacy

Policy, and any such personal information collected as part of that data after cancelation will only be used by authorised parties under the SRA Privacy Policy for the purposes of research tasks to evaluate the impact of the Project and to assist in the development of Australia's future energy and energy efficiency policies.

CONDITIONS OF PARTICIPATION IN THE RESEARCH TRIAL

10. It is a condition precedent of this Agreement for the Participant to:
 - a. sign the Participation Agreement for a valid Supply Address located in the Central Victoria Solar City Catchment Area.
 - b. ensure that the Supply Address is connected to the Australian national electricity grid, and that the current electricity meter at the Supply Address is easily accessible for reading; and it meets the necessary criteria for Powercor to be able to obtain 'check-metering' data if necessary.
 - c. have a new Meter installed at their Supply Address if the Participant has ticked the box in the Participation Agreement agreeing to install a new smart meter.
11. In the event the Participant does not meet these requirements the customer remains liable for the fee for the Business Energy Assessment service performed, but their energy use data will not be included in the Project.
12. The University of Ballarat will contact participants in the Project 12 months after the Business energy Assessment was performed to follow up on the effectiveness of their energy efficiency actions and to collect the previous 12 months of energy bills data. The Participant must remain at the Supply Address for this in order to qualify for this call.

PARTICIPANTS RENTING AT A SUPPLY ADDRESS

13. Entering into an agreement for a service offered by SRA (or another member of the Consortium as part of the Solar Cities Program) may involve modifications to the Supply Address (such as the installation of a new Meter). As a result, SRA requires Participants who are tenants at the Supply Address to first discuss participation with their landlord, to ensure that installation of products, services and Meters is permitted by the landlord. By entering into the Participation Agreement, the Participant warrants that it either legally owns the property on which the Supply Address is located, or alternatively, it leases the property and has obtained such approval from the legal owner of the property, and it indemnifies SRA from any loss SRA may incur as a result of the breach of the warranty.

The Participant acknowledges and agrees that SRA is not responsible for any loss or liability that results from the installation of new equipment, electrical appliances or Meters, or from the breach of any warranties that pertain to that equipment.

TERM

14. This Agreement automatically commences on the same day as the commencement date under the relevant Participation Agreement and automatically expires at the end of the Project (estimated to be 30 June 2013).

BILLING

15. The Business Energy Assessment is a fee-for-service arrangement. The fee is a once-off payment, and the current fee is published on the CVSC website www.centralvictoriasolarcity.com.au.

Upon signing the Participation Agreement the customer is agreeing to pay the fee set for the service as published on the CVSC website at that time and detailed in the marketing collateral posted to them within the Business Energy Assessment booklet:

- a. a tax invoice will be issued and may be paid via electronic funds transfer or cheque.
- b. terms of payment are 30 days from the date of the invoice.
- c. late cancellations of less than 24 hours notice will incur a fee. For the SRA cancellation fee policy go to www.centralvictoriasolarcity.com.au

ASSIGNMENT

16. This Agreement cannot be transferred to another Supply Address. If the Participant moves from the Supply Address, the Agreement will automatically terminate from the date the Participant moves.
17. The rights and benefits of this Agreement may be assigned by SRA at its absolute discretion including, if it is so directed by the Commonwealth, to the Commonwealth or a nominated representative of the Commonwealth.

GOVERNING LAW AND JURISDICTION

18. This agreement is governed by the laws of the State of Victoria. SRA and the Participant submit to the non-exclusive jurisdiction of its courts.

PRODUCT WITHDRAWAL

19. At any stage during the Term, the Business Energy Assessment can be modified or withdrawn from offer by SRA, including if directed by the Commonwealth as part of the conditions of its funding of the Project. In the event the Business Energy Assessment is withdrawn the Participation Agreement shall terminate upon the provision of notice to the Participant.

NO WARRANTY AND LIMITATION OF LIABILITY

20. The Participant acknowledges and agrees that SRA does not guarantee any specific results (including but not limited to any particular reductions in energy usage or cost savings) as a result of the Participant undertaking a Business Energy Assessment.
21. SRA excludes all liability for breach of any condition or warranty of this Agreement, except for that caused by its negligence, to the maximum extent permitted by law.
22. If any term or condition or part of a term or condition is illegal, unenforceable or invalid, that term or condition or part of the term or condition is to be treated as removed from this agreement, but the rest of this agreement is not affected.

PARTICIPANT WARRANTIES

The Participant warrants that the business being assessed has an ABN, ACN, or ARBN (as per the disclosure on the Participation Agreement).

NOTIFICATION OBLIGATION

The Participant must promptly notify SRA in the event they move from the Supply Address.

END OF CENTRAL VICTORIA SOLAR CITY PROJECT TRIAL

23. At the end of the Central Victoria Solar City project Trial Period:
- a. Participants will remain on interval metering equipment provided as part of the Solar Cities Project, however Powercor may replace/upgrade that equipment as part of its AMI and maintenance programs.

If SRA considers it necessary, acting reasonably, to amend or update details of any Policies or Conditions which may apply to the Participant as part of the Project, then SRA will provide clear and reasonable notice of these changes to the Participant, including via the Website.

METERING

An interval electricity meter (Meter) is an advanced type of meter (usually electrical) that identifies consumption in more detail than a conventional meter. In some cases, a new Meter may be installed at the Supply Address by Powercor as a consequence of the Participant's involvement in this Project.

24. The Meter may communicate energy consumption information back to the Commonwealth, State Government of Victoria, or a Consortium member (or their representatives) for monitoring and billing purposes.
25. SRA (or any of its Related Entities) will not charge the Participant any additional charge for the Meter or its installation, except where additional electrical installation charges are foreseen at the initial Meter inspection e.g. :
- a. where the Meter panel, Meter enclosure, or old wiring needs to be replaced; or
 - b. access to the Meter or service fuse needs to be improved,

Powercor will endeavour to identify any such additional charges prior to proceeding with the Meter installation, and those identified charges will be brought to the attention of the Participant. If the Participant then elects not to proceed, this Agreement does not come into effect.

26. The Meter will at all times remain the property of Powercor, notwithstanding that the Meter will be located at the Supply Address.
27. Any conditions with regard to the installation or maintenance of the Meter will be in accordance with Electricity Industry rules, regulations, codes and guidelines.
28. The Participant acknowledges and agrees that Powercor may enter on to the Supply Address at any time to 1) perform maintenance on or repair the Meter or 2) to record readings from the Meter.

29. If the Participant becomes aware of any matter which may affect the operation of the Meter, the Participant must notify SRA promptly of the matter giving full details of all relevant information.

30. The Participant acknowledges and agrees that Powercor can provide interval metering data, historical billing, metering and tariff data relating to the customer's installation, to the Central Victoria Solar City Project for the purposes of research tasks conducted by the University of Ballarat on behalf of SRA to evaluate the impact of the Project and the usefulness of the Business Energy Assessment product.

SURVEY PARTICIPATION

31. As part of entering into the Participation Agreement the Participant acknowledges that they will be required to participate in a number of research tasks conducted by The University of Ballarat on behalf of SRA to evaluate the impact of the Project. These include:
- a. a survey at 'Business Energy Assessment' stage of the Project, outlining both Supply Address details as well as certain behavioural details regarding the businesses energy usage
 - b. A final survey at the end of the Trial Period, which may be conducted via telephone. However, SRA reserves the right to utilise an alternative survey methodology as required
 - c. If you do not wish to participate in this research trial please contact the SRA offices in writing at PO 557 Castlemaine, Victoria 3450

PRIVACY

32. It is a condition of this Agreement that the Participant provides certain information to SRA over the course of the Term. In collecting and using this information, SRA will comply with the Privacy Act, and with the SRA Privacy Policy, a copy of which has been provided to the Participant. Terms used within this clause of the Agreement are defined within the SRA Privacy Policy.
33. SRA's obligations under the Privacy Act include that it provide the Participant with a privacy collection statement at the time of collection of 'personal information', which is to outline the manner in which SRA may use the relevant information provided by the Participant.
34. If the Participant wishes to access or correct the personal information SRA holds about them, they may contact SRA on (03) 5479 1900.

For further information about the collection and handling of the Participant's information, please refer to SRA Privacy Policy which is available at the Website.

COMPLAINTS

35. If the Participant considers SRA in breach of these terms, they may contact SRA through the information phone line on (03) 5479 1900 in order for a SRA to investigate and respond to the Participant's claim.
36. In addition, if the Participant is concerned or has a complaint about any of the services provided by SRA, they may obtain a copy of the SRA 'Complaint Brochure' from the Website and address as direct in that publication.