

CENTRAL VICTORIA SOLAR CITY 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 person referred to in the execution clause of the relevant Participation Agreement (**Participant**) with regard to the Central Victoria Solar City Package and Program.

DEFINITIONS

2. In this Agreement:
 - a. **Central Victoria Solar City Catchment Area** means the 14 municipalities of Swan Hill, Gannawarra, Buloke, Loddon, Campaspe, Northern Grampians, Central Goldfields, Mt Alexander, Greater Bendigo, Ararat, Pyrenees, Ballarat, Hepburn, and the Macedon Ranges. A complete description of the relevant area is provided on the Website.
 - b. **Central Victoria Solar City Packages** collectively means any of the customised energy conservation and solar energy related products provided by the members of the Consortium, which includes references to the following individual products (as is relevant for the Participant): Home Energy Assessment; Retrofit; Solar Hot Water and Household Solar and any combination of the above. An outline of these products is provided in the Home Energy Assessment Booklet and their relevant product fact sheets.
 - 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. **Origin** means Origin Energy Electricity Limited ABN 33 071 052 278 of Level 45 Australia Sq, 264-267 George St, Sydney NSW 2000.
 - f. **Policies** means SRA's policies published on the Website from time to time, including the Privacy Policy
 - g. **Powercor** means Powercor Australia Ltd ABN 89 064 651 109.
 - h. **Project** means the portion of the Solar Cities Program being conducted by the Consortium in the Central Victoria Solar City Catchment Area.
 - i. **Related Body Corporate** means that term as it is defined under the Corporations Act 2001 (Cth);
 - j. **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 Solar City Catchment Area as part of the Project.
 - k. **Supply Address** means the residential address of the Participant to which the Central Victoria Solar City

Package is to be supplied, provided as part of the details within the Participation Agreement.

- l. **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.
- m. **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, referred to as **Central Victoria Solar City Packages**; and
 - b. to collect data from participants in the Project to assist in the development of energy and energy efficiency policies.
 5. In return for obtaining a Central Victoria Solar City Package or participating within a Control Group, the Participant will be eligible for various financial incentives, which may include:
 - a. **Performance Bonus:** All of the Central Victoria Solar City Packages, not including the Home Energy Assessment, but including the Control Group, provide for the payment of a \$250 Performance Bonus amount to the Participant upon the successful completion of the Project by the Participant on 30 June 2013. A Participant will only be eligible for an aggregate of one payment of a Performance Bonus under the Project, notwithstanding the Participant may have purchased more than one of the Central Victoria Solar City Packages. In order to be eligible for a Performance Bonus payment:
 - i. the Participant must have continued with their selected Central Victoria Solar City Package or participated within a Control Group at the Supply Address for the entirety of the Term;
 - ii. the Participant must have completed and returned all of the surveys reasonably required by SRA as part of the Project, including surveys at the start and end of the Project.
- ## EFFECTIVE DATE OF THE AGREEMENT
6. The Participant has received a Home Energy Assessment Booklet, which details various Central Victoria Solar City Packages.
 7. An agreement between the parties only becomes binding once:
 - a. the Participation Agreement 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 relevant Participation Agreement.
8. In some cases, a pre-condition of the Participation Agreement includes entering into a further agreement with Origin (or one of its Related Entities) or other third party product suppliers, whereby, the Participation Agreement is considered to have been entered at the point at which the Participant enters into the contract with the relevant third party.
 9. A Participant is eligible to be in the draw for the Eco-Holiday Prize if they become a Home Energy Assessment Package participant. If they also sign up for one or more packages as well as the Home Energy Assessment Package they will also be eligible for a \$250 Performance Bonus.

CANCELLATION

10. 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
11. It is a condition of this Agreement that even if the Participant chooses to cancel, the Participant continues to allow the household's energy usage data recorded by the Meter 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 data collected after cancellation 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.

PARTICIPATION CONDITIONAL ON ACQUISITION OF A CENTRAL VICTORIA SOLAR CITY PACKAGE

12. It is a condition precedent of this Agreement for the Participant to acquire one or more of the Central Victoria Solar City Packages or to participate within a Control Group.
13. To acquire one or more of the Central Victoria Solar City Packages or to participate within a Control Group, the Participant is also required 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 for the Household Solar Packages.
 - c. have a new Meter installed at their Supply Address.
14. In the event the Participant does not meet those requirements, the Participation Agreement does not come into effect and there is no agreement between the parties.
15. There may also be additional conditions precedent and/or pre-qualifications that the Participant must meet which are set out in the relevant third party supplier agreements for the particular Central Victoria Solar City Package.

SRA reserves the right to close entry to a Central Victoria Solar City Package at its discretion, including at a point in time where maximum numbers for a particular package may not have reached their maximum subscription levels.

ONGOING REQUIREMENTS THROUGHOUT THE TERM

16. a. In order to be eligible for the Eco-Holiday Prize Draw and/or the Performance Bonus relating to the use of the Central Victoria Solar City Package, the Participant must remain a resident at the Supply Address until the end of the Term.

PARTICIPANTS RENTING AT A SUPPLY ADDRESS

17. Entering into an agreement for a Central Victoria Solar City Package will 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.

TERM

18. This Agreement automatically commences on the same day as the commencement date under the relevant Participation Agreement and corresponding third party supplier agreement for the particular Central Victoria Solar City Package, and automatically expires at the end of the Trial Period, or in the event that the Participant is still eligible for a Performance Bonus at that time which has not yet been paid by SRA, at the time the Performance Bonus is paid.

BILLING

19. With the exception of the Performance Bonus payment, any issues relating to Participant billing processes or payments to be made to the Participant are addressed in the relevant third party supplier agreement for the Central Victoria Solar City Package in question. If you have queries relating to the Performance Bonus payment you should contact SRA.

AGENT

20. The Participant acknowledges and agrees that at certain points during the Trial Period the Participant may be required to appoint SRA to be the Participant's agent to facilitate completion of parts of the Project relating to the Participant. The Participant further acknowledges that to purchase the relevant Central Victoria Solar City Package or have it fulfilled they may have one of the Project product suppliers contact them directly.

ASSIGNMENT

21. 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.
22. 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.

COOLING OFF PERIOD

23. The relevant third party agreement for the Central Victoria Solar City Package will identify whether a 'cooling off period' applies.

DISQUALIFICATION

24. If a Participant has not responded to SRA communications within four weeks, or if Participant contact details have not been updated within a reasonable time following a request from SRA, SRA reserves the right to remove your details from our database and terminate the Participation Agreement.

GOVERNING LAW AND JURISDICTION

25. 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.

PACKAGE WITHDRAWAL

26. At any stage Central Victoria Solar City Packages 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.

NO WARRANTY AND LIMITATION OF LIABILITY

27. The Participant acknowledges that the nature of the Central Victoria Solar City Packages are such that SRA cannot guarantee a particular reduction in the energy use as a result of the Participant obtaining such a product for their use.
28. Specific warranties relating to the relevant Central Victoria Solar City Packages may be included within the relevant third party supplier agreement.
29. 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.
30. 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

31. The Participant warrants that their property and their wiring is in safe condition and is suitable for the installation of the products. Central Victoria Solar City Package product warranties are the business of the third party product supplier not SRA.

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

END OF CENTRAL VICTORIA SOLAR CITY PROJECT TRIAL

32. At the end of the Central Victoria Solar City project Trial Period:
- an applicable Performance Bonus will be paid to those participants who signed up for more than one Package.
 - Participants who sign up for a Home Energy Assessment and take part in the required research tasks until the end of the trial, 30 June 2013, will be in the draw to win an eco-holiday. This prize will be drawn on 24 July

2013. Full Terms and Conditions of the competition can be located at www.centralvictoriasolarcity.com.au/documents/ecoholiday-terms-and-conditions.pdf

- 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.
- Participants who received 'In Home Displays' for particular Central Victoria Solar City Packages may keep those items, however some functionality may be reduced after the trial ends. To the extent permitted by law (and without purporting to exclude any implied warranties or consumer guarantees under the Trade Practices Act (Cth) 1974), Powercor will cease to have any obligation to service or maintain the In Home Display (which will be the responsibility of the Participant as owner)
- 'Check-metering' installed as part of the project will be removed.

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. A pre-condition of obtaining a Central Victoria Solar City Package is that the Participant has a new Meter installed at the Supply Address by Powercor.

33. 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.
34. 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. :
- where the Meter panel, Meter enclosure, or old wiring needs to be replaced; or
 - 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.

Changes to electric hot water metering.

For participants taking up the Free Home Energy Assessment, Retrofit and Solar Hot Water or who are in the Control Group, the following work will be undertaken by Powercor: If you have electric hot water or other dedicated loads such as slab heating or climate saver, the rewiring of either Single Element or Dual Element hot water circuits or other controlled loads back to the Electricity Interval Meter (which includes a time switch to operate the controlled loads at their existing times and tariffs) will occur as part of the metering. This will be completed by Powercor at the time of the Electricity Interval Meter installation and that work will not incur any additional charges to the Participant.

For participants taking up the House Hold Solar Electric or combinations that include this package, the following work will be undertaken by Powercor:

This package will include consolidation of metering and tariffs to a D3 Powercor Network Time of Use (TOU) Tariff and limits the types of existing customers eligible to participate. If you agree to proceed, the rewiring of your hot water main or bottom element to the Electricity Interval Meter (which includes an internal time switch to operate the hot water heating at off peak rates) will occur as part of the metering. Any Dual Element hot water circuits for a top or boost element will also be connected to the meter. This will be completed by Powercor at the time of the Electricity Interval Meter installation and that work will not incur any additional charges to the Participant.

Under the TOU tariff, the main or bottom element hot water heating will be switched on at the off peak rates between 11pm to 7am, any top or boost hot water element use will be at the prevailing TOU rates at other times. Please check current Peak and off Peak TOU charges in your Retailer's Energy Plan as these are inclusive of the Powercor Network tariff costs.

35. The Meter will at all times remain the property of Powercor, notwithstanding that the Meter will be located at the Supply Address.
36. Any conditions with regard to the installation or maintenance of the Meter will be in accordance with Electricity Industry rules, regulations, codes and guidelines.
37. 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.
38. 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.
39. 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 Central Victoria Solar City Packages.
40. Customers requesting, or consenting to a Network Tariff change via their Retailer as part of entering into the Participation Agreement and relevant third party supplier agreement and obtaining a Central Victoria Solar City Package are governed by Powercor's Tariff policy in regards to those processes.
41. The Participant agrees to the installation of a 'check-meter' at their premises where required as part of the Household Solar Electric Package.
42. Meters will be installed without direct charges to the Participant, however, Statewide increases in metering charges are expected to be introduced from 1 January 2010 through the Victorian Government's mandated smart metering roll out.

SURVEY PARTICIPATION

43. As part of entering into the Participation Agreement and obtaining a Central Victoria Solar City Package, 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 and the usefulness of the Central Victoria Solar City Packages. These include:

- a. a survey at 'Home Energy Assessment' stage of the Project, outlining both Supply Address details as well as certain behavioural details regarding the household's energy usage;
- b. Various further surveys during the course of the Project in order to provide progress information on the use of the Central Victoria Solar City Packages; and
- c. A final survey at the end of the Trial Period.

PRIVACY

44. 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.
45. SRA's obligations under the Privacy Act and the SRA Privacy Policy include that it provide the Participant with a privacy collection statement at the time of collection of the relevant information, which is to outline the manner in which SRA may use the relevant information provided by the Participant.
46. 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 personal information, please refer to SRA Privacy Policy which is available at the Website.

COMPLAINTS

47. 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.
48. 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.

ECO HOLIDAY PRIZE

49. Participants who sign up for a Home Energy Assessment and take part in research until the end of the trial in mid-2013 will go in the draw to win an Eco-Holiday for two at the Cape Tribulation Resort and Spa, Coconut Beach, Nth Qld. The prize includes two return flights from Melbourne to Cairns and 5 nights accommodation for two adults at the Cape Tribulation Resort and Spa, including transfers and breakfast each day.

The recommended retail value of this prize is up to \$5000.

Through completing the "Home Energy Assessment", providing your household contact details to the assessor and then completing the ongoing research surveys through the duration of the research trial, your household is automatically entered into the competition. Please note that only one entry is permitted per household located within the Central Victoria Solar City's 14 municipalities.

The competition commences on 21 November 2009 at 9am and closes on 30 June 2013 at 5pm (Australian Eastern Standard time). The winner will be the first valid entry randomly drawn from the entries at the premises of Sustainable Regional Australia at 3 Johnstone Street, Castlemaine VIC 3450 on 24 July at 11am. The winner will be published in The Age on 27 July 2013.

Full Terms and Conditions of the competition can be located at www.centralvictoriasolarcity.com.au/documents/ecoholiday-terms-and-conditions.pdf