

**ORIGIN SOLAR FLEX -  
GENERATION POWER PURCHASE AGREEMENT  
AGREEMENT TERMS FOR BUSINESS OWNER-OCCUPIERS**

---

**1. THIS AGREEMENT**

- 1.1 This Agreement covers the sale to you of solar electricity which is generated by our Solar System at your Supply Address. Before we can sell you solar electricity, we will need to arrange for the installation of our Solar System at your Supply Address.
- 1.2 This Agreement is separate to the existing arrangement you have with your existing electricity retailer and Distributor for supply of electricity to your Supply Address from the Grid. Electricity supply from our Solar System will supplement Grid electricity supply from your existing retailer – it does not replace it.
- 1.3 The Australian consumer protection laws may apply to this Agreement. Under these laws, you may have a range of rights including to seek compensation if you are misled by us or we act unconscionably, or to apply for an unfair term to be declared void. The retail energy specific customer protections which may apply to your arrangements with your electricity retailer and Distributor for supply of Grid electricity (if your consumption is below the regulatory thresholds), do not apply to this Agreement.
- 1.4 Our arrangement with you is made up of two separate agreements – because we have different entities that provide different parts of our service to comply with Regulatory Requirements. Those two separate agreements between you and us are:
- (a) one relating to the installation and maintenance of our Solar System at your Supply Address; and
  - (b) one for the remaining aspects of this Agreement, including the sale of solar electricity by us to you, the ownership of our Solar System, the grant by you of a non-exclusive licence over parts of your Supply Address and the right to remove our Solar System.
- 1.5 Both agreements are fully documented in these Agreement Terms (this document) and Schedule 1. When we refer to “this Agreement” we mean both agreements. We don’t supply any of the services in this Agreement unless both agreements are in place. When we refer to ending this Agreement we mean ending both of the agreements, but if for any reason only one of the agreements is ended the other agreement will automatically end.
- 1.6 Capitalised terms are defined in clause 36.

**2. YOUR ACKNOWLEDGEMENT**

- 2.1 You acknowledge that this is a long term agreement with potentially significant financial implications for you. In particular, you acknowledge that:
- (a) whether and how you benefit (including any financial benefit) from this Agreement depends on your particular circumstances, including your daily consumption levels and patterns,

and any restrictions imposed by your Distributor currently or in the future;

- (b) any potential financial benefit to you will also depend your applicable Grid rates during this Agreement. These rates are likely to change in amount and potentially structure over the duration of this Agreement;
  - (c) it is important that you monitor and match your daytime consumption to our Solar System generation in order for you to maximise the benefits of this Agreement;
  - (d) if your circumstances change, you may wish to exit the Agreement and that you may incur material costs for doing so (for example, see the Exit Fee and the Indicative Buy-Out Price); and
  - (e) we will charge a removal fee to remove our Solar System from your Supply Address at the end of the term (see clause 14).
- 2.2 You also acknowledge that solar electricity is not suitable as either the principal or back-up source of supply for devices which are critical to your business activities. You must not rely solely on solar electricity for such purposes.

**3. WHAT YOU NEED TO DO TO BE AND REMAIN ELIGIBLE**

- 3.1 We will only enter into this Agreement with you if you meet these eligibility requirements:
- (a) Each person who is recorded as a registered proprietor of the Supply Address must be a party to this Agreement.
  - (b) You must have the power and right to enter into this Agreement and perform your obligations under it including granting the licences in clause 11.
  - (c) You must be connected to the Grid, and have an effective arrangement with a retailer for electricity supply from the Grid.
  - (d) The Supply Address must be used for commercial or industrial purposes.
- 3.2 We will only install our Solar System at your Supply Address after these conditions have been met:
- (a) Third party consents:
    - (i) You must inform us of, any building restrictions (including heritage listing or overlay) which apply to your Supply Address.
    - (ii) You must inform us of, any consents or approvals from third parties (such as a bank as mortgagor or your local council for building restrictions) which are required for our Solar System to be

installed at your Supply Address before installation.

We will assist you with this process and will apply for these consents and approvals for you if possible. In order for us to do so you give us authority to deal with these third parties on your behalf for the purposes of obtaining any required consents or approvals.

- (b) Insurance: You must obtain and maintain an insurance policy to at least the standards set out in clause 19.3.

3.3 You must continue to meet the eligibility requirements and conditions set out in this clause 3 at all times during this Agreement. By continuing to take the solar electricity that our Solar System generates, you represent and warrant that you:

- (a) continue to meet the eligibility requirements in clause 3.1 at all times after the Acceptance Date; and
- (b) continue to meet the conditions in clause 3.2 at all times after the Supply Start Date.

#### 4. WHEN THIS AGREEMENT AND ELECTRICITY SUPPLY STARTS

- 4.1 We must receive a signed copy of this Agreement from you by the Validity Date.
- 4.2 If we receive a signed copy of this Agreement by the Validity Date, this Agreement starts on the Acceptance Date.
- 4.3 If we do not receive a signed copy of this Agreement by the Validity Date, there will no agreement between us.
- 4.4 Provided that this Agreement starts in accordance with clause 4.2, we will start to sell you solar electricity on the Supply Start Date.

#### 5. INCLUSIONS AND EXCLUSIONS

- 5.1 The list of Inclusions and Exclusions set out in Schedule 1 replace any indicative inclusions, exclusions or works that we may provide to you in a proposal issued to you before you enter this Agreement (Proposal).
- 5.2 If the preparation of a structural survey report and structural engineering report is not an Inclusion in Schedule 1, then you warrant and represent that the roof of the Premises is structurally sound to accommodate the load of our Solar System, including the base and frame. You may need to obtain a structural survey report and structural engineering report to make this warranty and representations.

#### 6. BEFORE INSTALLATION OF OUR SOLAR SYSTEM

- 6.1 We will not install our Solar System until:
  - (a) you have met the conditions set out in clause 3.2;
  - (b) we conduct a Site Inspection and determine that the Supply Address is suitable for the installation;
  - (c) we are satisfied that no additional works are required for the installation other than the Inclusions or Exclusions;

- (d) all the necessary credit and other checks have been completed satisfactorily to us; and
- (e) you have signed any additional forms or paperwork we need to install our Solar System and provide the services under this Agreement to you (such as the forms or paperwork referred to in clauses 7, 8 and 9).

6.2 If, prior to installation we determine that the requirements set out in clause 6.1 are not met, we may end this Agreement in accordance with clause 24.3.

#### 7. INSTALLATION OF OUR SOLAR SYSTEM

7.1 Our Solar System will be installed either by us or an Installation Subcontractor. If your Supply Address is in Victoria, we will subcontract all of our obligations that relate to the installation, commissioning, maintenance and repairs of our Solar System to an Installation Subcontractor. We will contact you to arrange a mutually convenient time for installation.

7.2 The panels in our Solar System will be installed at your Supply Address at a location indicated by a diagram in Schedule 1. By entering into this Agreement, you agree that you are satisfied with the proposed location of the panels in our Solar System. We will notify you if the location of the panels in our Solar System will differ from the location indicated in Schedule 1 prior to installation.

7.3 If our Installation Subcontractor undertakes additional works at the time of the installation that are not Inclusions, you acknowledge that:

- (a) these additional works will form part of a separate agreement and you will need to agree to separate costs and payment terms; and
- (b) any goods provided to you as part of these additional works do not form part of our Solar System.

#### 8. DISTRIBUTOR APPROVAL AND METER CHANGE OVER

8.1 We will need to organize approval from the Distributor to connect our Solar System to the Grid. You agree to:

- (a) give us authority to deal with the Distributor on your behalf for the purposes of obtaining this approval;
- (b) provide all other assistance required to help us obtain this approval, including signing any forms reasonably required.

8.2 It may also be necessary for your existing electricity meter to be upgraded or changed before we can turn the Solar System on. The Distributor will normally do this after our Solar System is installed. This meter upgrade or change, and associated charges, are covered by this Agreement unless expressly excluded in the Proposal and Schedule 1. Where excluded, your existing electricity retailer, Distributor or service provider (such as your electrician) will invoice those charges to you directly and payment of these charges is your responsibility. We do not have any control over the amount or timing of those charges. You agree to do all things necessary to organise for the Distributor to carry out the meter

upgrade or change within a reasonable time after our Solar System is installed. We will provide information to you to explain what you need to do and help you as much as we can.

## 9. OWNERSHIP OF OUR SOLAR SYSTEM

- 9.1 You agree that we own the Solar System at all times. It will remain our property unless and until we sell or transfer it – whether to you or to a third party.
- 9.2 Our Solar System is a chattel and not a fixture. This Agreement is not an agreement to sell or lease our Solar System to you.
- 9.3 We may transfer ownership of our Solar System to any person at any time, provided that your rights under this Agreement are not materially adversely affected by any such transfer.
- 9.4 You agree that we are entitled to any environmental credit, permit, right or other benefit derived from the installation, ownership, use or operation of our Solar System or otherwise connected with our Solar System (except for payments for any surplus solar electricity exported to the Grid). If we ask you to, you must sign any document reasonably necessary in order for us or our nominee to obtain such benefit.

## 10. MONITORING AND MAINTENANCE OF OUR SOLAR SYSTEM

- 10.1 We will monitor the performance of our Solar System and intend to do so remotely (for the most part). Please notify us if you believe that there is a fault or problem with our Solar System as soon as possible, and in any event within 2 Business Days.
- 10.2 If we decide to conduct remote troubleshooting, you must, if we request, provide us with reasonable assistance (for example, by telling us which coloured lights are shown on the inverter).
- 10.3 We always have the right to attend your Supply Address to inspect our Solar System and to undertake any repairs or maintenance (such as cleaning) that we consider necessary to keep our Solar System safe and in satisfactory working order. We may also need to remove our Solar System in some circumstances (see clause 23). We will try to contact you to arrange a mutually convenient time for us to do so.
- 10.4 If we reasonably determine that a fault or problem was caused by you (or that a problem could have been fixed remotely, had you provided reasonable assistance), you will be responsible for any reasonable costs we incur as a result of any repairs or maintenance performed and clause 20.7 may apply.

## 11. ACCESS TO AND LICENCE OF THE SUPPLY ADDRESS

- 11.1 You grant us and our agents and contractors a non-exclusive licence to access your Supply Address as reasonably required for the purposes of this Agreement, including to allow us to install, repair,

maintain, operate, remove and replace our Solar System.

- 11.2 You must ensure our access to your Supply Address is safe, convenient and unhindered. You must ensure we can access your Supply Address:

- (a) immediately if we need access urgently, for example, to prevent loss or damage being suffered by us or you; or
- (b) between 7am-6pm on a Business Day, within 3 Business Days of the date we contact you to arrange to do so.

- 11.3 If part of our Solar System is to be located on your Supply Address, you grant us a non-exclusive licence over, and for the use and enjoyment of, those parts of your Supply Address where our Solar System is to be installed (Licensed Supply Address). This licence will automatically be created as soon as you have confirmed you are satisfied with the locations proposed for the installation of our Solar System as set out in clause 7 and before our Solar System is installed.

- 11.4 That licence continues until either we have removed our Solar System from your Supply Address or, if we agree to sell the Solar System to you, ownership of the Solar System has transferred to you (see clause 21).

- 11.5 If we do not have access to the Supply Address as described in this clause 11 and this results in us incurring costs from our agents or contractors, we may, in our discretion, require you to reimburse us for those costs.

## 12. WE WILL TAKE CARE AT THE SUPPLY ADDRESS

- 12.1 We will clean up after ourselves when we or our installers and other contractors access your Supply Address. Subject to clause 29.2, if we cause any damage to your Supply Address, we will arrange for that damage to be repaired to the extent we caused it. Please notify us of the damage as soon as possible (and in any event within three months) after we have accessed your Supply Address.

- 12.2 If we remove our Solar System, we will leave the Licensed Supply Address in a safe and functional condition (taking into account fair wear and tear). This includes repairing any holes, cracks and leaks in the roof or any walls caused by the removal of our Solar System. However, we will not reinstate to original condition, remedy any aesthetic damage such as scratching or fading of the roof or walls, or repair damage not caused by us or our Solar System.

## 13. SALE OF THE ELECTRICITY GENERATED BY OUR SOLAR SYSTEM

- 13.1 We agree to sell, and you agree to purchase, all electricity generated by our Solar System – even if you do not use all of that electricity.

- 13.2 Title and risk in the solar electricity supplied under this Agreement will pass to you immediately after the electricity passes through our Solar Off-Market Meter.

- 13.3 If the export of surplus electricity to the Grid is permitted under the Regulatory Requirements and by the Distributor, you may do so. You will need to

ask your existing electricity retailer whether it will pay you a feed-in-tariff for the surplus electricity. If it does so, the rate at which it purchases the surplus electricity from you may be less than the rate which you will pay for that electricity under this Agreement.

13.4 If all of the surplus electricity cannot be exported to the Grid for any reason and these restrictions are shown in Schedule 1, you must ensure that your consumption:

- (a) equals or exceeds the annual consumption set out in the Proposal; and
- (b) is not materially different to the electricity consumption profile set out in the Proposal.

13.5 You acknowledge that if all of the electricity generated by our Solar System is not consumed or exported our Solar System will be unable to generate at its maximum capacity.

#### 14. WHAT YOU HAVE TO PAY

14.1 You must pay us the Charges. The Charges include the following amounts and fees:

- (a) Amounts for the sale of solar electricity, as described below.
  - (i) **Generation Charge** - a charge for the electricity generated (or taken to be generated – see clause 16.2) by our Solar System. This charge is calculated by multiplying the applicable Contract Rate by the amount of solar electricity generated.
  - (ii) **Taxes** - any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) in association with our sale and supply of solar electricity and other goods and services to you (other than income tax).
- (b) The fees described below in the circumstances described below. Unless otherwise stated, the amount of each fee is in Schedule 1.
  - (i) **Card payment fee** – a fee for paying by a credit or debit card (for example, MasterCard, Visa) or any other payment method where we incur a merchant services fee.
  - (ii) **Paper bill fee** – a fee for receiving a paper bill in the mail.
  - (iii) **Reactivation fee** – a fee to cover the costs we incur to reactivate our Solar System if we have deactivated it because of your breach or failure to pay the Charges (see clause 23.4).
  - (iv) **Removal fee** – a fee to cover us removing our Solar System and which is payable on expiry of the Term. This fee won't apply if we don't remove our Solar System (for example, if we agree to sell it to you or you enter into a new agreement or agreements with us for the supply of electricity from it). This fee will be amended each year for CPI (see clause 15.1).

(v) **Exit Fee** – a fee which applies if this Agreement ends before the expiry of the Term and which is payable in accordance with clause 25. The amount of this fee is the amount for the relevant Year of Contract set out in Schedule 1 amended each year for CPI (see clause 15.1). The Exit Fee includes the cost of removing our Solar System from the Supply Address.

(vi) **Payment processing fee** - a fee for paying by any payment method where we incur a cost to receive or process that payment (other than a cost covered by the card payment fee). There is no payment processing fee at the Acceptance Date. We may introduce this fee by notice to you after this Agreement starts.

(vii) **Late payment fee** – a fee for paying your bill (or part of your bill) after the Due Date. There is no late payment fee at the Acceptance Date. We may introduce this fee by notice to you after this Agreement starts. The amount of this fee will be a genuine pre-estimate of the costs we will incur as a result of late payment.

(viii) **Site Inspection Cancellation Fee** – a fee which applies if you end this Agreement in circumstances described in clause 24.2(a). The amount is set out in Schedule 1.

(ix) **Post-approval Cancellation Fee** – a fee which applies if you end this Agreement in circumstances described in clause 24.2(b). The amount is set out in Schedule 1.

14.2 In some circumstances you must also pay us the other amounts described below.

- (a) If you breach this Agreement or the Regulatory Requirements, any reasonable costs, loss or damage we incur as a result of that breach, except where those amounts are included in one of the Charges (such as the late payment fee or reactivation fee).
- (b) Any fees or additional costs we incur if your payment is dishonoured or reversed.
- (c) Any other amounts for which you are responsible under this Agreement.

#### 15. CPI AND CHANGING THE CHARGES

15.1 Subject to clause 16.2 and 16.3, the Contract Rate (unless you have chosen a fixed Contract Rate), Indicative Buy-Out Price, removal fee and Exit Fee may change by the change in CPI between 30 September each year and the previous 12 month period. We will use the September quarter CPI (unless it is unavailable, in which case we will use the most recently published CPI) and the change will take effect from 1 January each year. We may

choose to change those Charges by less than the change in CPI.

- 15.2 If the Acceptance Date is between 1 October and 31 December in a year, there will not be a CPI change on the first 1 January after the Acceptance Date.
- 15.3 If Schedule 1 shows you have chosen a fixed Contract Rate, the Contract Rate will not be changed for CPI.
- 15.4 The card payment fee, paper bill fee, reactivation fee, payment processing fee and late payment fee are or will be based on the costs we incur as a result of receiving card payments, issuing paper bills, reactivating our Solar System, processing payments and late payments. As a result, we may change these fees if our costs change.
- 15.5 Where there is a Change of Law we may increase or decrease the Charges to reflect our increased or decreased costs in accordance with this clause 15.5, and we must do so for a decrease in the Charges unless we consider the Change of Law is unlikely to have a significant impact on the Charges. We will determine the amount of the increase or decrease of a Charge using reasonable methods of calculation, estimation, allocation or attribution, which may include the use of:
- (a) methodologies based on an index, industry benchmark, relevant law or regulatory guideline, published or produced by a third party;
  - (b) determinations of suitably qualified independent experts selected by us;
  - (c) averaging methodologies; or
  - (d) a combination of the above.
- 15.6 You agree that we may also change the terms of this Agreement to the extent reasonably required as a result of a Change of Law.
- 15.7 We may also propose new fees (other than in accordance with clause 15.5) after this Agreement starts. We will give you notice of the proposed new fee and you will have ten weeks to choose whether you:
- (a) accept the fee; or
  - (b) do not accept the fee – in which case you must end this Agreement (see clause 24.6).
- 15.8 If you don't give us notice of your choice within the ten weeks you will be taken to have accepted the new fee and it will be a Charge for the purposes of this Agreement from the date it commences to apply.
- 15.9 We will give you notice of the changes to the Charges or terms, and the date they will apply from, as a result of a Change in Law as soon as practicable. The changes may be retrospective back to the date of the Change of Law.
- 15.10 For changes to the Indicative Buy-Out Price and Exit Fee, you can call us to inquire about the current amounts.
- 15.11 For all other changes to the Charges we will give you prior notice of the amended Charges. All change

notices may be by a message on your bill and will set out when the change will apply.

## 16. BILLING AND PAYMENT

- 16.1 We'll send your bill to the email address you have provided to us. If you request it, we will send you a paper bill in the post. If you don't provide us with an email address or we can't contact you at that email address, we may send you a paper bill to your Supply Address. We will charge you the paper bill fee if we send you a paper bill for any reason.
- 16.2 Your bills will generally be based on the actual output of our Solar System during a Billing Period, as recorded by the Solar Off-Market Meter. However, we may use an estimate if the Solar Off-Market Meter is not working correctly or in the circumstances set out in clause 20.7.
- 16.3 If your bill is based on an estimate of the output and we later obtain a measurement of the actual output, we will include in a subsequent bill an adjustment for the difference between the estimate and the actual output.
- 16.4 The Billing Period will initially be monthly. We may change the Billing Period by prior notice to you.
- 16.5 You must pay each bill in full by the Due Date. You must pay by direct debit with a MasterCard or Visa credit or debit card or from your bank account. Separate direct debit terms and conditions apply. If by the Due Date you haven't paid the bill in full (or, if you've requested a review of the bill, the amount you are required to pay under clause 17) we may do one or more of the following:
- (a) deactivate our Solar System (see clause 23.2 for more details);
  - (b) end this Agreement (see clause 24.8 for more details);
  - (c) ask a debt collection agency to obtain the payment from you;
  - (d) sell the rights to the unpaid amount to a third party who may seek to collect it from you; or
  - (e) rely on any other rights we have under this Agreement.

## 17. REVIEWING YOUR BILL

- 17.1 If you believe there is an issue with a bill, such as an incorrect rate or meter reading, please notify us before the Due Date. While your bill is being reviewed, you'll still need to pay, by the Due Date, the greater of:
- (a) the undisputed amount; or
  - (b) the average of your monthly bills for the previous three months.
- 17.2 We will tell you how much this amount is.
- 17.3 You can also ask to have your Solar Off-Market Meter tested. If the test shows the Solar Off-Market Meter or meter data is not faulty or incorrect, you must pay the cost of the meter test.
- 17.4 We may review your bills from time to time. If we find a material error we may:
- (a) charge you any amounts that should have been charged but were not; or

- (b) provide you with a credit for any amounts that were overcharged.

## 18. MONITORING

- 18.1 We may be able to offer you software or another method for you to be able to obtain (electronically) data showing the generation output of our Solar System. Separate terms will apply for the software or other method and you will need to agree to those terms to take up our offer.

## 19. YOUR GENERAL OBLIGATIONS

- 19.1 You must comply with all the Regulatory Requirements that apply to you. You must make sure:

- (a) your name, Supply Address and contact details are correctly set out in Schedule 1;
- (b) you let us know immediately if any of those details or any other information you've given us changes; and
- (c) you continue to meet the eligibility requirements and conditions set out in clause 3 (or that you notify us immediately if you do not).

- 19.2 You must take reasonable steps to limit any loss or damage you suffer in connection with this Agreement.

- 19.3 You must obtain and maintain with a major insurance company carrying on business in Australia insurance which must cover:

- (a) public liability insurance covering liability to any third party for death or bodily injury (including illness) for an amount not less than \$10 million per incident; and
- (b) cover for loss of or damage to, or loss of use of, any property at the Supply Address arising out of anything done or omitted to be done by you for an amount up to the Year 1 Exit Fee.

- 19.4 You must not do anything that prejudices any policy or claim in relation to that policy.

## 20. YOUR OBLIGATIONS FOR OUR SOLAR SYSTEM

- 20.1 You must take reasonable steps to ensure that our Solar System has access to at least the same amount of sunlight as it did when it was installed, or in the first Year of Contract (if you agreed to remove something that was shading the Solar System after installation). You must also not do anything, omit to do anything or allow anyone else to do anything (to the extent it is within your control) that would reduce the output of our Solar System. This includes keeping trees, bushes and hedges trimmed and not erecting or modifying any building or structure (for example, an air conditioner unit or aerial) that would shade our Solar System.

- 20.2 You must maintain an effective arrangement with a retailer for sale of electricity from the Grid to you at the Supply Address. You must not do anything to cause the Grid electricity supply to be disconnected or to cause electricity supply to the inverter (which forms part of our Solar System) to be discontinued. If your Grid electricity supply is disconnected or electricity supply to the inverter is discontinued for reasons within your control you must ensure that the

supply is reconnected or resumed as soon as possible.

- 20.3 You must not damage our Solar System or allow anyone else to do so. Unless we ask you to, you also must not, tamper, modify or interfere with any part of our Solar System, or allow anyone else to do so. During the term of the licence of the Licensed Supply Address you must not access, use or otherwise deal in any way with our Solar System and you have no right to possession or custody of our Solar System.

- 20.4 If you require any work to be carried out which affects our Solar System and is outside the scope of our obligations under this Agreement (for example, if you require our Solar System to be moved to accommodate renovations at the Supply Address) you must give us reasonable notice of that request. The work or other maintenance work must be undertaken with our consent and by us or contractors authorised by us and at your cost.

- 20.5 You must also not remove any identification panels or branding from our Solar System.

- 20.6 You must maintain:

- (a) the Supply Address (including the roof or structure on which our Solar System is placed); and

- (b) the electrical wiring at the Supply Address, in order to support the safe and proper functioning of our Solar System.

- 20.7 If the output of our Solar System as measured by the Solar Off-Market Meter is significantly reduced because of something you do or fail to do that is within your reasonable control, then we may charge you for the amount of electricity that would have been produced if the output of our Solar System had not been reduced, as reasonably estimated by us. For example, we may do this if:

- (a) you don't provide us with reasonable assistance with remote troubleshooting (see clause 10);

- (b) do not prune trees which shade our Solar System;

- (c) if your Grid electricity is disconnected; or

- (d) you do not meet the consumption requirements set out in clause 13 and an export restriction was shown in Schedule 1.

## 21. BUYING OUR SOLAR SYSTEM

- 21.1 If you would like to buy our Solar System, please contact us. We are not obliged to sell our Solar System to you but will usually sell a Solar System to a customer if we are offered an acceptable price and if the customer accepts our terms and conditions. We have included Indicative Buy-Out Prices for each Year of Contract in Schedule 1 as a guide of what we consider to be an acceptable price, although we may determine that a lower price is acceptable in light of the condition and maintenance of the inverter and the maintenance schedule. If we sell our Solar System to you, we will not ask you to pay more than

the Indicative Buy-Out Price, as adjusted for changes to CPI in accordance with clause 15.1.

- 21.2 If we agree to sell our Solar System to you, we will enter into a separate agreement with you for that sale. That agreement will require us to transfer ownership to you once we receive full payment of the agreed buy-out price. Our Solar System will be transferred to you in the condition it is in at the time we enter into the agreement for sale with you and all risk in our Solar System will pass to you at that time. We will not be required to conduct any maintenance or repairs prior to transferring our Solar System to you.
- 21.3 This Agreement will end after we have received full payment from you. After ownership is transferred we will not be required to maintain the Solar System other than in accordance with any statutory guarantee obligations that may apply under consumer protection laws.
- 21.4 We will use our reasonable endeavours to assign to you the benefit of any manufacturer's warranty or guarantee for the solar panels that is still valid and active. Manufacturer's warranties and guarantees generally cannot be assigned if our Solar System is relocated (see clause 22).

## 22. WHAT HAPPENS IF YOU MOVE

- 22.1 If you move from the Supply Address, you must give us at least 4 weeks' prior notice of your choice of the following options:
- (a) have the incoming purchaser enter into an agreement with us on the same terms and conditions as this Agreement (except that the clauses about installation of the Solar System won't apply), for the balance of the Term of this Agreement (subject to them agreeing and passing our credit and other checks). If you select this option, you must provide us with security in an amount equal to the Exit Fee and in a form acceptable to us. This Agreement will terminate and we will return the security to you when the incoming purchaser enters into the agreement with us. However if the incoming purchaser does not enter into the agreement with us within 12 months, we will draw down on the security and this Agreement will terminate.
  - (b) request that we relocate our Solar System to another property (New Property) owned or rented by you (subject to the owner for the New Property entering into a licence agreement with us if you are renting). If we agree to your request, you must pay the reasonable costs we incur in relocating and reinstalling our Solar System. If all that occurs, and you are renting the New Property, this Agreement will continue on the same terms except that the Supply Address will be the New Property. If you own the New Property, you will need to enter into a new agreement with us for the balance of the Term of this Agreement on such terms as we require;
  - (c) if we accept your offer, buy our Solar System in accordance with clause 21; or
  - (d) end this Agreement by paying us the Exit Fee in accordance with clause 24.6.

## 23. WHEN OUR SOLAR SYSTEM CAN BE DEACTIVATED OR REMOVED

- 23.1 If we deactivate our Solar System, the supply of solar electricity from it to you will stop.
- 23.2 We may deactivate our Solar System in the following circumstances:
- (a) if you fail to pay the Charges or other amounts on your bill by the Due Date;
  - (b) if you are otherwise in breach of this Agreement; or
  - (c) any representation or warranty you make or give us is untrue or misleading (whether by omission or otherwise) at any time during this Agreement.

In those circumstances, we can choose to deactivate our Solar System or end this Agreement in accordance with clause 24. If we choose to deactivate, we'll give you at least 5 Business Days' notice before we deactivate.

- 23.3 If we deactivate our Solar System, we will reactivate it if the reason for the deactivation is resolved to our satisfaction. We need to attend your Supply Address in order to reactivate our Solar System and you must pay the reactivation fee (see clause 14).
- 23.4 We may temporarily deactivate or remove (all or part of) our Solar System at any time:
- (a) if we believe it is appropriate in an emergency, for safety reasons, to protect our Solar System or to prevent loss or damage being suffered by us or you;
  - (b) for repairs, maintenance or testing, or to replace (all or part of) our Solar System; or
- if required by a Regulatory Requirement or at the direction or request of a regulatory body.
- 23.5 If it is practicable to do so in the circumstances, we will try to give you notice beforehand. We will reactivate or replace our Solar System as soon as practicable in the circumstances. The reactivation and removal fees will not apply.

## 24. HOW THIS AGREEMENT CAN END

- 24.1 This Agreement ends at the expiry of the Term. Prior to the expiry of the Term, this Agreement may end in the circumstances described below.
- 24.2 You can end this Agreement before our Solar System is installed. If you do so:
- (a) after a Site Inspection has occurred, we will charge you a Site Inspection Cancellation Fee; and
  - (b) after we have obtained all approvals we are required to obtain under the Inclusions, we will charge you a Post-approval Cancellation Fee. This may be in addition to a Site Inspection Cancellation Fee which we may charge you in accordance with clause 24.2(a).
- 24.3 We may end this Agreement before our Solar System is installed:
- (a) if we determine that the requirements in clause 6.1 have not been met; or

- (b) if the conditions set out in clause 3.2 have not been met before the installation date we or our contractors have arranged with you.

- (c) if any fees are payable as a result of this Agreement ending; and

- (d) whether and when our Solar System will be deactivated or removed.

24.4 This Agreement will end early if:

- (a) we agree to sell our Solar System to you; or
- (b) you sell your property at the Supply Address and the new purchaser enters into an agreement with us (as described in clause 22.1).

24.5 You can end this Agreement early if:

- (a) we propose additional fees under clause 15.7;
- (b) we are in breach of this Agreement and fail to fix the breach within 4 weeks after your notice to us to do so; or
- (c) Force Majeure prevents the Impacted Person from meeting or performing its obligations under this Agreement (fully or in part) for more than 9 months.

24.6 Once our Solar System has been installed, you can end this Agreement early at any time by paying us the Exit Fee.

24.7 We may end this Agreement early if:

- (a) you sell your property at the Supply Address without effecting one of the options described in clause 22;
- (b) you are in breach of this Agreement and fail to fix the breach within 4 weeks after our notice to you to do so (whether or not we have previously deactivated your Solar System); or
- (c) any representation or warranty you make or give us is untrue or misleading (whether by omission or otherwise) at any time during this Agreement.

24.8 We may end this Agreement early if:

- (a) your Distributor refuses a request for approval to connect our Solar System to the Grid or does not approve that request within a reasonable time;
- (b) we decide this Agreement is no longer commercially viable for us at any time for any reason;
- (c) the output of our Solar System as measured by the Solar Off-Market Meter is significantly reduced and this is not because of something you do or fail to do that is within your reasonable control; or
- (d) our Solar System is damaged as a result of Force Majeure (see clause 27) or if Force Majeure prevents the Impacted Person from meeting or performing its obligations under this Agreement (fully or in part) for more than 9 months.

**25. WHEN THIS AGREEMENT ENDS AND WHAT HAPPENS NEXT**

25.1 The table below sets out for each circumstance described in clause 24:

- (a) the timing of the end of the Agreement;
- (b) whether notice is required and if so, when;



Basis for this Agreement ending	When this Agreement ends	Notice	Fees payable?	Deactivation or removal of our Solar System
Expiry of Term	Automatically at the end of the Term	N/A. See clause 26 for related information	Removal fee applies if we remove our Solar System	See clause 26
By you before installation (clause 24.2)	Immediately after notice is received	You must give us notice	A Site Inspection Cancellation Fee will apply in circumstances described in clause 24.2(a). A Post-approval Cancellation Fee will also apply in the circumstances described in clause 24.2(b).	N/A
By us before installation (clause 24.3)	Immediately after notice is received	We must give you notice	No	N/A
Sale of our Solar System to you (clause 24.4)	After we have transferred ownership to you	N/A	No	N/A
New purchaser of Supply Address enters into agreement with us (as set out in clause 24.4)	On the day after a new agreement between us and the new purchaser has started and the cooling off period in that agreement has expired	You must give us 4 weeks' prior notice	You must provide us with security in an amount equal to the Exit Fee and we may draw down on this security in the circumstances described in clause 22.1.	N/A
You end for cause (clause 24.5)	When you issue us with a notice of termination after the notice period for us to fix the breach has elapsed	You must give us 4 weeks' notice to fix the breach	No	We will deactivate at end of this Agreement.
You end by paying the Exit Fee (clause 24.6)	On the later to occur of the end of the notice period or payment of the Exit Fee	You must give us 4 weeks' notice	Exit Fee	We will remove if you request, or if you don't request if we choose to do so.
We end this Agreement because you sell your Supply Address without effecting one of the options in clause 22 (clause 24.7(a))	When we receive payment of the Exit Fee	N/A	Exit Fee	
We end this Agreement for cause (clause 24.7)	When we issue you with a notice of termination after the notice period for you to fix the breach has elapsed	We must give you 4 weeks' notice to fix the breach	Exit Fee	
We end this Agreement in other circumstances (clause 24.8)	When we deactivate or remove our Solar System	Reasonable prior notice	No	We'll give you notice if we intend to deactivate or remove.

- 25.2 When this Agreement ends you must pay:
- (a) the Site Inspection Cancellation Fee, Post-approval Cancellation Fee, Exit Fee and removal fee (as these fees are applicable) as set out in the table above by the Due Date; and
  - (b) all other Charges (for example, for generation of electricity) until the time when this Agreement ends (as set out in the table above).

You must give us an address for us to send your final bill.

- 25.3 We will remove our Solar System if you request that we do so within one year of the end of this Agreement. We will use reasonable endeavours to remove it within 3 months of your request. If you don't request removal of the Solar System, we may remove it at any time after this Agreement ends.
- 25.4 If this Agreement ends, it will not prejudice any rights or remedies of you or us that have accrued before the Agreement ends. You will still need to pay any outstanding amounts due to us.
- 25.5 In addition, the provisions of this Agreement relating to privacy, liability, notices, governing law, warranties and rights, payment, ownership of our Solar System, access to the Supply Address, licence of the Licensed Supply Address, your obligations in connection with our Solar System and removal of our Solar System will survive after this Agreement ends until all rights, obligations and remedies under this Agreement have been fully extinguished or all disputes have been resolved.

## 26. EXPIRY OF TERM AND HOLDING OVER

- 26.1 We will send you a written notice at least 3 months before the end of the Term reminding you that this Agreement will end on that date. We may also offer you a new agreement on similar terms for the supply of electricity from our Solar System. If we don't make this offer or you don't wish to take it up, you may request to buy our Solar System in accordance with clause 21 or for us to remove our Solar System in accordance with clause 25.3.
- 26.2 If at the end of the Term you haven't taken up any of these options, then you must pay us for all electricity generated (or taken to be generated) by our Solar System, at the charge and on the terms we give you prior notice of from time to time.

## 27. EVENTS BEYOND YOUR OR OUR CONTROL

- 27.1 In this Agreement, Force Majeure means, for an Impacted Person, any event or circumstance occurring after the Acceptance Date that:
- (a) is not within the reasonable control of the Impacted Person;
  - (b) could not be prevented, overcome or remedied by the exercise of reasonable effort by the Impacted Person; and
  - (c) results in the Impacted Person being unable to meet or perform its obligations under this Agreement.
- 27.2 Notwithstanding the paragraph above, the failure or inability of the Impacted Person to pay any amount

due and payable under this Agreement does not constitute Force Majeure.

- 27.3 The Impacted Person will be excused for not meeting or performing its obligations during the time and to the extent that Force Majeure prevents it from doing so (other than an obligation to pay money).

The Impacted Person must:

- (a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- (b) give the other party prompt notice.

- 27.4 If our Solar System is damaged as a result of Force Majeure we may choose to end this Agreement rather than repair or replace our Solar System. If we don't choose to end this Agreement we will repair or replace our Solar System.

## 28. HOW THIS AGREEMENT WORKS WITH THE REGULATORY REQUIREMENTS

- 28.1 We must comply with all applicable Regulatory Requirements. If any matter that is required to be included in this Agreement by a Regulatory Requirement is not expressly dealt with in this Agreement, that Regulatory Requirement is incorporated as if it were a term of this Agreement, but only for so long as that matter is required to be included in this Agreement.

## 29. RISK & LIABILITY

- 29.1 You indemnify us against any claim, or from any loss or damage we incur or suffer, in connection with or arising from this Agreement relating to:
- (a) your breach of this Agreement; and
  - (b) your negligence,
- to the extent that you cause or contribute to our loss or damage.
- 29.2 To the extent permitted by Regulatory Requirements:
- (a) our total liability (however caused) to you and your related bodies corporate for all claims (whether in contract, warranty, tort (including negligence or otherwise)) arising out of or in connection with this Agreement will not exceed \$1 million; and
  - (b) your total liability to us and our related bodies corporate for all claims (whether in contract, warranty, tort (including negligence or otherwise)) arising out of or in connection with this Agreement will not exceed the Year 1 Exit Fee.
- 29.3 Without affecting your obligation to pay all of the Charges and other amounts payable by you under this Agreement, neither party is liable to, and must not make a claim against, the other party for any Excluded Loss in connection with or arising from this Agreement.
- 29.4 Each party must do all things reasonably necessary to mitigate any loss or damage under this Agreement.
- 29.5 If you have entered into this Agreement with another person, you will be individually and jointly liable with

that person for the warranties made and the obligations under this Agreement.

### 30. WARRANTIES AND RIGHTS

30.1 To the extent permitted by Regulatory Requirements, we do not warrant or guarantee:

- (a) any particular level of output of our Solar System, which may vary over time due to a range of factors, including weather conditions and the age of our Solar System; or
- (b) the reliability, voltage or quality of the electricity supply from our Solar System, which may also vary from time to time.

30.2 To the extent permitted by Regulatory Requirements, the only warranties or guarantees that apply to this Agreement are those that are expressly set out in the Agreement and any statutory guarantees that may apply under consumer protection laws. To the extent permitted by Regulatory Requirements, our liability in respect of any warranties or guarantees that apply to this Agreement is limited, to the extent that it is fair and reasonable and at our discretion, to:

- (c) entering into a contract with an appropriately qualified person to undertake repairs of the Solar System; or
- (d) payment of the cost of having the Solar System repaired.

30.3 If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

### 31. YOUR PRIVACY & CREDITWORTHINESS

31.1 We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) where it is required under the Regulatory Requirements and in order to provide you with energy and related products and services. We may disclose this information to:

- (a) our agents and contractors (including installers, mail houses, data processors and debt collectors), your Distributor and other electricity retailers, for these purposes and more broadly in connection with this Agreement; and
- (b) our related companies for any reason.

31.2 If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).

31.3 If you provide us with personal information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement.

31.4 Our credit reporting statement explains how we determine your creditworthiness by doing a credit assessment of you, how we disclose credit information and when we disclose it to third parties including credit reporting bodies, how our disclosure may affect your creditworthiness and how to access,

correct or complain about our treatment of your credit information.

31.5 Our detailed privacy and credit reporting statements are available at [www.originenergy.com.au/privacy](http://www.originenergy.com.au/privacy). Please contact us to request a paper copy.

### 32. ASSIGNMENT, NOVATION AND SUB-CONTRACTING

32.1 You may only assign, transfer or novate this Agreement with our prior written consent.

32.2 We may assign, transfer or novate this Agreement (including the licence to access and occupy the Licensed Supply Address) to any of our related bodies corporate or to any other third party by prior notice to you.

32.3 We may appoint one or more agents or contractors from time to time to exercise some or all of our rights and perform some or all of our obligations under this Agreement.

### 33. PPSA

33.1 We may apply for any registration, or give any notification, in connection with this Agreement under the PPSA. You consent to any such registration or notice and agree to waive your right to receive a verification statement, and agree not to make an amendment demand.

33.2 Except where required by section 275(7) of the PPSA, information of the kind mentioned in section 275(1) of the PPSA must not be disclosed by either party.

33.3 In this clause 33, 'amendment demand', 'security interest' and 'verification statement' have the meanings given to them in the PPSA.

### 34. DISPUTE RESOLUTION

34.1 All disputes must be dealt with in accordance with this clause 34

34.2 The party claiming the dispute must give a written notice to the other party setting out particulars of the dispute (Dispute Notice).

34.3 The dispute must be referred to senior representatives of the parties. The senior representatives must meet (by telephone if not in person) within 2 weeks and negotiate to resolve the dispute.

34.4 If for any reason the dispute has not been resolved within 4 weeks after service of the Dispute Notice either party may commence court proceedings.

34.5 Pending the resolution or determination of a dispute, each party must continue to perform our respective obligations under this Agreement.

- 34.6 Nothing in clause 34 prevents a party from:
- (a) seeking urgent interlocutory or declaratory relief where, in that party's reasonable opinion, that action is necessary to protect that party's rights; or
  - (b) terminating this Agreement where it has a right under the Agreement to do so.

34.7 You indemnify us for any liability we incur or suffer if you dispute a bill or other matter other than under clause 17 or clause 34 (as applicable).

### 35. GENERAL

35.1 This Agreement supersedes all prior (or other) agreements and representations between you and us in relation to the installation and maintenance of, and the sale of electricity generated by, our Solar System.

35.2 The laws of the state or territory of your Supply Address apply to this Agreement. You agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.

35.3 From time to time we'll let you know about our products and offers, even after this Agreement ends. If at any time you decide you don't want to receive these offers, please let us know. You can do so via the Origin website [www.originenergy.com.au](http://www.originenergy.com.au), by calling us on 13 24 61, by emailing us at [solar\\_enquiry@originenergy.com.au](mailto:solar_enquiry@originenergy.com.au) or by writing to Origin Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA, 5001. We'll keep providing you with these offers until you tell us otherwise.

35.4 We'll give you notice in writing:

- (a) personally;
- (b) by Express Post (as offered by Australia Post), addressed to the address you nominate. We'll consider that you've received the notice on the Business Day after it as mailed if it was mailed before 5pm, otherwise on the second Business Day after the date it was mailed;
- (c) by e-mail. We'll treat an email as received the day after we send it to the email address you provided;
- (d) by a message on your bill; or
- (e) by sending you an electronic message (for example, SMS) letting you know that we are making a change or notifying you about something to do with your account and where you can find details of it (for example, our website). We'll only do this if it's reasonable in the circumstances.

If we can't contact you at the addresses you have provided (for example, the notice is returned to us or the email cannot be delivered), we may send the notice by mail to the Supply Address and you'll be taken to have received it on the third Business Day after we post it.

### 36. MEANING OF TERMS IN THIS AGREEMENT

**Acceptance Date** means the date you sign Schedule 1.

**Additional Works** means works that we will perform at the

**Agreement** means Schedule 1 and these Agreement Terms, as described in clause 1.

**Agreement Terms** means the terms and conditions in this document.

**Billing Period** means any period for which a bill is or may be issued.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the capital city of the State or Territory of your Supply Address.

**Change in Law** means:

- (a) any Regulatory Requirements or Tax being introduced, taking effect, commencing, amended or repealed, in whole or in part, after the Acceptance Date;
- (b) the rate at, or basis on, which any Tax is levied or calculated being increased or decreased from the rate or basis prevailing as at the Acceptance Date;
- (c) a variation in the interpretation, effect or administration of a Regulatory Requirement or Tax by a Regulatory Authority which is effected by way of a public pronouncement after the Acceptance Date; or
- (d) a scheme that provides for us to gain or hold any licence, permit or authorisation or providing for us to purchase, hold or surrender any certificate, permit or instrument, or directly or indirectly imposes costs, including costs passed through from third parties, on us being introduced, taking effect, commencing, amended or repealed, in whole or in part after the Acceptance Date,

that has or will directly or indirectly affect the costs or benefits that we or our Related Body Corporates have or will incur, in connection with this Agreement, except that a Change of Law does not apply if the event in question relates to income tax as defined in the *Income Tax Assessment Act 1997 (Cth)*.

**Charges** means the charges, rates and fees and other amounts payable by you described or set out in this Agreement.

**Contract Rate** means the contract rate set out in Schedule 1, which will be amended each year for CPI unless you choose a fixed Contract Rate (see clause 15.1).

**CPI** means the consumer price index measuring the rate of price changes in Australia with reference to "All Groups" and the weighted average for the eight capital cities, as determined and revised from time to time by the Australian Bureau of Statistics as category number 6401.0, or, if that index ceases to be published or changes, any other replacement index selected by us from time to time.

**Distributor** means the person who is authorised or licensed to supply distribution services through the distribution system to which your Supply Address is connected.

**Due Date** means the date you must pay your bill by as set out on the bill, or such other date as we agree with you.

**Excluded Loss** means:

- (a) loss of contract, profit, revenue or anticipated savings;
- (b) loss of, or damage to, reputation, credit rating or goodwill;
- (c) loss or denial of an opportunity;
- (d) loss of access to markets;
- (e) overheads and wasted expenditure;
- (f) financial costs;
- (g) special, incidental or punitive damages; or
- (h) loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in connection with this Agreement and regardless of whether a claim for the same is made under this Agreement, a Regulatory Requirement, tort, negligence, strict liability, under an indemnity or warranty, in equity or otherwise.

**Exclusions** means the works and any associated goods related to those works that we will not carry out under this Agreement, as set out in Schedule 1, but which you must arrange to be undertaken in order for us to install our Solar System.

**Exit Fee** has the meaning given in clause 14.

**Force Majeure** has the meaning given in clause 27.

**Grid** means:

- (a) if you are in Victoria, New South Wales, Queensland or South Australia, the national electricity market as described in the *National Electricity Law*;
- (b) if you are in Western Australia, the wholesale electricity market as described in the *Electricity Industry Act (WA) 2004*; and
- (c) if you are in Northern Territory, the interim Northern Territory Electricity Market (I-NTEM) as described in the *National Electricity (Northern Territory)(National Uniform Legislation) Act (NT) 2015*.

**Impacted Person** means us or you (as the case may be), where we or you are prevented from performing an obligation under this Agreement by Force Majeure.

**Inclusions** means the works that we will perform or arrange to be performed under this Agreement, as set out in Schedule 1 and which must be undertaken in order for us to install our Solar System.

**Indicative Buy-Out Price** has the meaning given in clause 21.

**Installation Subcontractor** means an appropriately licensed and suitably qualified and experienced third party who we appoint to undertake the installation of our Solar System in accordance with the subcontract with us.

**Licensed Supply Address** has the meaning given in clause 11.

**Post-approval Cancellation Fee** means the fee we may charge you in the circumstances set out in clause 24.2(b). This fee covers our costs of arranging the approvals required under this Agreement.

**PPSA** means the *Personal Property Securities Act 2009 (Cth)*.

**Proposal** has the meaning given in clause 5.

**Regulatory Requirements** means all relevant acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable in connection with the method, installation, maintenance, sale or use of electricity from our Solar System under this Agreement.

**Regulatory Authority** means:

- (a) any government or a governmental, quasi governmental or judicial entity or authority;
- (b) a stock exchange; and
- (c) any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise, delegated authority or similar entity,

whether of Australia or elsewhere that has powers or jurisdiction under any Regulatory Requirement over a party or any act relating to this Agreement.

**Schedule 1** means the document entitled Schedule 1 provided to you with these Agreement Terms.

**Site Inspection** means we arrange to attend the Supply Address prior to the installation of our Solar System for the purposes of:

- (a) confirming the suitability of your Supply Address and that no additional works are required for the installation other than the Inclusions and Exclusions;
- (b) confirming the location of our Solar System; and
- (c) where listed in Schedule 1 as an Inclusion, preparing a structural survey report and structural engineering report.

**Site Inspection Cancellation Fee** means the fee we may charge you in the circumstances set out in clause 24.2(a). This fee covers our costs of arranging and conducting the Site Inspection, including any associated travel costs and special access equipment.

**Solar Off-Market Meter** means the electricity meter we install at your Supply Address to measure the electricity generated by our Solar System. It is not your existing electricity meter.

**Solar System** means our electricity solar panels, inverter, Solar Off-Market Meter, cables and other equipment we install at your Supply Address.

**Supply Address** means the property specified as the supply address in Schedule 1 or another property in the circumstances set out in clause 22.

**Supply Start Date** means the date we turn our Solar System on and it begins to generate power.

**Tax** means a tax (including corporate tax, resource rent tax, income tax, fringe benefits tax, payroll tax, PAYG and subcontractor's taxes), levy, duty (including customs duty and stamp duty), excise, charge, royalty (whether based on value, profit or otherwise), fee, surcharge, contribution, impost, deduction or withholding, however it is described, whether direct or indirect, by whatever method collected or recovered, that is imposed by a Regulatory Requirement or by a Regulatory Authority, in any jurisdiction (including a liability on an entity as a result of its being jointly or severally liable for another entity's Tax).

**Term** means the period starting on Supply Start Date and ending after the number of years set out in Schedule 1 have elapsed.

**Validity Date** means the date specified in Schedule 1.

**We and Us** means:

- (a) for the installation and maintenance of our Solar System:
  - (i) if your Supply Address is in Queensland - Origin Energy TM Pty Ltd (ABN 49 108 327 760);
  - (ii) if your Supply Address is in Victoria, Western Australia or Northern Territory - Origin Energy Retail No. 2 Pty Limited (ABN 49 601 182 790);
  - (iii) if your Supply Address is in New South Wales or South Australia - Origin Energy Electricity Ltd (ABN 33 071 052 287); and

- (b) for all other aspects of this Agreement, including the sale of electricity, the ownership of our Solar System, the non-exclusive licence over parts of your Supply Address and the right to remove our Solar System - Origin Energy Retail No. 2 Pty Limited (ABN 49 601 182 790).

or any of our respective assignees or nominees.

**Year of Contract** means a year commencing on the Supply Start Date or an anniversary of the Supply Start Date. The first Year of Contract starts on the Supply State Date, and each subsequent Year of Contract starts on an anniversary of the Supply Start Date.

**You** means the person or people set out in Schedule 1 under the heading "Company details". If you have entered into this Agreement with another person, you will be individually and jointly liable with that person for the warranties made and the obligations under this Agreement.

### **37. INTERPRETATION**

37.1 Unless otherwise stated:

- (a) a reference to this document or another instrument includes any variation or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- (e) the words "include" or "including" and any variation of those words must be read as if followed by the words "without limitation" and so, if an example is given of anything, the scope is not limited to the example;
- (f) headings are for convenience only and do not affect the interpretation of this Agreement; and
- (g) all dollar amounts stated in this Agreement include GST (where applicable).