



origin

AGREEMENT TERMS

Origin's Solar Flex – Generation
Power Purchase Agreement

Thank you for choosing us

November 2017

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1. About this Agreement

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.

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.

The Australian consumer protection laws apply to this Agreement. Under these laws, you have a range of rights including to apply for an unfair term to be declared void, to request a refund, repair or replacement for products or services you purchase from us and to seek compensation if you are misled by us or we act unconscionably. The retail energy specific consumer protections, which apply to your arrangements with your electricity retailer and Distributor for supply of Grid electricity, do not apply to this Agreement.

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.

Both agreements are fully documented in these Agreement Terms (this document) and the Details section. 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.

Capitalised terms are defined in clause 36.

2. Your acknowledgement

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. Any potential financial benefit to you will also depend your applicable Grid electricity rates during this Agreement. These rates are likely to change (in amount and potentially structure) over the duration of this Agreement;
- (b) we have explained to you the importance of monitoring and matching your daytime consumption to our Solar System generation in order to maximise the benefits of this Agreement;
- (c) 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

- (d) we will charge a removal fee to remove our Solar System from your property at the end of the term (see clause 15).

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 the health or well-being of persons. You must not rely solely on solar electricity for that purpose and ensure everyone at your Supply Address is advised that solar electricity is not suitable, and must not be used, for that purpose.

3. What you need to do to be and remain eligible

3.1 Eligibility requirements

We will only enter into this Agreement with you if you meet these eligibility requirements:

- (a) You must be the registered proprietor (owner) (as recorded in the certificate of title) of the Supply Address. 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) Your Supply Address must meet our Suitability Requirements.

3.2 Other conditions

We will only install our Solar System at your Supply Address after you have met these conditions:

- (a) Third party consents: You must inform us of any building restrictions (including heritage listing or overlay) which apply to your Supply Address. You must also inform us of, and obtain and maintain, any consents or approvals from third parties (such as your bank as mortgagor or your local council for building restrictions) which are required for our Solar System to be installed at the Supply Address before installation. We will assist you with this process and may apply for these consents and approvals for you if possible.
- (b) Insurance: You must obtain and maintain a home and contents insurance policy to at least the standards set out in clause 20.2.

3.3 Continuing to meet the requirements

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

This Agreement starts on the Acceptance Date.

We will start to sell you solar electricity on the Supply Start Date.

5. Cooling off period

You can cancel this Agreement during the period which starts from the later of the day after:

- (a) the Acceptance Date; or
- (b) you receive this Agreement,

and ends at midnight on the 5th Business Day after that (the **Cooling Off Period**).

You can cancel during the Cooling Off Period by calling us even though you have signed this Agreement or agreed to it over the phone or online. The Cancellation Fee will not apply if you cancel during the Cooling Off Period.

6. Before installation of our Solar System

Before our Solar System is installed at your Supply Address, we will need to confirm the appropriate size of that system and confirm that your property is Solar Ready and meets our Suitability Requirements. We will typically do this by reviewing a satellite or other overhead image of your roof remotely and then inspecting the Supply Address on the day of the installation.

We may identify:

- (a) certain works that you need to undertake (for example, pruning trees or upgrading your electricity meter board) in order for your Supply Address to be Solar Ready (**Your Works**); and
- (b) additional equipment required for the installation which is not included in our Solar System (for example, cabling larger than 30 meters, special access equipment) (**Additional Equipment**).

Our Solar Ready requirements are explained in our Installation and Solar Ready Brochure. Your Supply Address will be Solar Ready once you have, at your cost:

- (a) completed Your Works to our satisfaction (either by engaging our installers or your own contractor with the appropriate credentials); and
- (b) made arrangements for the necessary Additional Equipment (either from our installers or your own suppliers) that meets our standards.

We will not install our Solar System until:

- (a) the Cooling Off Period (see clause 5) has expired;
- (b) you have met the conditions set out in clause 3.2;
- (c) we are satisfied that your Supply Address is Solar Ready;
- (d) all the necessary credit, title 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).

You may end this Agreement at any time before our Solar System is installed and we may end it in the circumstances set out in clause 25.

7. Installation of our Solar System

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.

Before our Solar System is installed, our installer will show you a diagram where the solar panels are to be located on the roof at your Supply Address and where other parts of our Solar System are to be located at your Supply Address. Our installer will ask you to confirm in writing that you are satisfied with the proposed location of the panels and all other parts of our Solar System at your Supply Address. Our installer will then install our Solar System at the locations marked on the diagram.

8. Distributor approval and meter change over

Our Installer will need to obtain approval from the Distributor to connect our Solar System to the Grid before installation. You agree to help our Installer to obtain this approval, including signing any forms reasonably required and providing all other assistance that we reasonably request within a reasonable time.

It may also be necessary for your existing electricity meter to be upgraded or changed before we can turn the Solar System on. If required, your electricity retailer or Distributor will normally do this after our Solar System is installed. You acknowledge that this meter upgrade or change, and associated charges, are not covered by this Agreement. If there are charges associated, your electricity retailer will charge you directly . 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 electricity retailer or 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

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.

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.

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.

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

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).

If we decide to conduct remote troubleshooting, you may need to provide us with reasonable assistance (for example, by telling us which coloured lights are shown on the inverter). However, we will not ask you to access your roof.

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 24). We will try to contact you to arrange a mutually convenient time for us to do so.

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 the cost of any resulting repairs or maintenance and clause 21.4 may apply.

11. Access to and licence of the Supply Address

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.

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 9am-6pm on a Business Day, within 3 Business Days of the date we contact you to arrange to do so.

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.

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 22).

12. We will take care at your Supply Address

We will clean up after ourselves when we or our installers and other contractors access your Supply Address. 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.

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 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

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.

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.

If your property is not consuming all the electricity generated by our Solar System, then the surplus electricity will be exported to the Grid. You will need to ask your existing electricity retailer whether it will pay you a feed-in-tariff for the surplus electricity. There are some retailers who do not pay feed-in-tariffs to customers who export electricity unless they are required to do so by the Regulatory Requirements – but you can always contact us to discuss our feed-in-tariffs.

If your retailer purchases the surplus solar electricity you export, 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.

14. Your creditworthiness

We may determine your creditworthiness by doing a credit assessment of you and using any information we are permitted by law to use to do so.

We may disclose the personal information we obtain about you to a credit reporting agency before, during or after we enter into this Agreement:

- (a) to obtain a consumer credit report about you if you've applied for consumer or commercial credit; and/or
- (b) to allow a credit reporting agency to create or maintain a credit information file about you.

We can only disclose the following types of information:

- (a) your identity particulars (for example, name and address);
- (b) the fact you are entering (or have entered) into this Agreement with us;
- (c) the fact that we are or will be credit provider to you;
- (d) any payments overdue for more than 60 days that we have tried to recover from you;
- (e) information that payments are no longer overdue;
- (f) information that, in our opinion, you've committed a serious credit infringement;
- (g) dishonoured payments — if a cheque from you for more than \$100 has been dishonoured more than twice; and
- (h) any other information we are permitted to disclose under the Regulatory Requirements, including consumer credit and other relevant laws.

Where you are applying for consumer credit you agree that we may obtain information about you from a business which provides information about the commercial creditworthiness of persons for the purpose of assessing your application.

We may also exchange permitted credit information about you with credit providers both to assess your creditworthiness and if you default on payment (either with us or with the other credit provider).

15. What you have to pay

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 17.2) by our Solar System. This charge is calculated by multiplying the current rate by the amount of solar electricity generated. The current rate is the Contract Rate with any changes for CPI (see clause 16.1).
 - (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 your Details section.
 - (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 24.1).
 - (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).
 - (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 26. The amount of this fee is the First 3 Months Exit Fee (if applicable) or the amount for the relevant Year of Contract set out in your Details section amended each year for CPI (see clause 16.1). The Exit Fee includes the cost of removing our Solar System from your 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. 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) **Cancellation Fee** – a fee which applies if you terminate this Agreement before our Solar System is installed, except where you terminate during the

Cooling Off Period or because you are required to incur costs which go beyond what is reasonably required in the Installation and Solar Ready Brochure.

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.

16. Can the Charges and terms change during this Agreement?

16.1 CPI changes

The 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.

However, 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.

16.2 Changes in fees where our costs change

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.

16.3 Change in law

The costs we incur in connection with the sale of solar electricity to you under this Agreement (including the direct and indirect costs of acquiring, owning, installing and maintaining our Solar System) may change if there is a Change in Law which affects this Agreement. You agree that we may change the Charges to reflect that impact on us to the extent the costs are reasonably incurred.

We may also need to amend the terms of this Agreement as a result of a Change in Law. You agree that we may change the terms of this Agreement to the extent reasonably required as a result of a Change in Law.

16.4 New fees

We may also propose new fees (other than in accordance with clause 16.3) 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 25.4).

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.

16.5 Notice of changes

We will give you notice of the changes to the Charges or terms, and the date they will apply from, as a result of Change in Law as soon as practicable. The changes may be retrospective back to the date of the Change in Law.

For changes to the Indicative Buy-Out Price and Exit Fee, you can call us to inquire about the current amounts.

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.

17. Billing and payment

17.1 Billing address

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.

17.2 Bills based on actual or estimated generation

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 21.4.

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.

17.3 Billing Period and Payment

The Billing Period will initially be monthly. We may change the Billing Period by prior notice to you.

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 18) we may do one or more of the following:

- (a) deactivate our Solar System (see clause 24.1 for more details);
- (b) end this Agreement (see clause 25.7 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.

18. Reviewing your bill

Please review your bills carefully. If you believe there is an issue with a bill, such as an incorrect rate or meter reading, please let us know 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.

We will tell you how much this amount is.

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.

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.

19. Monitoring

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.

20. Your general obligations

20.1 General

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 your Details section;
- (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).

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

20.2 Insurance

You must obtain and maintain with a major insurance company carrying on business in Australia home and contents insurance. The insurance cover must include:

- (a) public liability insurance covering liability to any third party for death or bodily injury (including illness) for a minimum amount of \$10 million per incident; and

- (b) loss of or damage to, or loss of use of, any property arising out of anything done or omitted to be done by you.

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

21. Your obligations for our Solar System

21.1 Access to sunlight and output of Solar System

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 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.

21.2 Maintain Grid electricity supply to the Supply Address

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.

21.3 Protecting, and possession of, our Solar System

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.

If you require any work to our Solar System which is outside the scope of our obligations under this Agreement (for example, if you require it to be moved to accommodate renovations at the Supply Address) you must give us reasonable notice of your 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.

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

21.4 Maintenance of the Supply Address and electrical wiring

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.

21.5 What happens if you cause the output to fall

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 you don't provide us with reasonable assistance with remote troubleshooting (see clause 10), do not prune trees which shade our Solar System or your Grid electricity is disconnected.

22. Buying our Solar System

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 your Details section 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 16.1.

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.

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.

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 23).

23. What happens if you sell or move

23.1 Selling the Supply Address

If you wish to sell the property at your Supply Address, you must give written notice to any sales agents and prospective purchasers of the Supply Address about this Agreement. If the purchaser of the Supply Address agrees, you must provide the purchaser's details to us. In addition, you must give us at least 4 weeks' prior notice of your choice of the following options.

- (a) have the 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 title checks);
- (b) request that we relocate our Solar System to another property owned by you. We will consider your request if the new property meets our Suitability Requirements. You must agree to pay the reasonable costs we incur in relocating and reinstalling our Solar System and the new property will need to be Solar Ready. If all that occurs, this Agreement will continue on the same terms except that the Supply Address will be the new property:
- (c) if we accept your offer, buy our Solar System in accordance with clause 22; or

(d) end this Agreement by paying us the Exit Fee in accordance with clause 25.5.

We are not obliged to accept your request to relocate our Supply System or agree to sell you our Solar System. If we don't, you will need to choose one of the other two options.

You'll also need to provide us with an updated billing address where we can send your final bills.

If you sell the property at the Supply Address without effecting any of the options in this clause 23 we will end this Agreement and you must pay the Exit Fee (see clause 25.6).

23.2 Moving out of the Supply Address

If you move from the Supply Address but continue to own it, this Agreement will continue and you must continue to purchase all electricity generated by our Solar System.

24. When our Solar System can be deactivated or removed

If we deactivate our Solar System, the supply of solar electricity from it to you will stop.

24.1 Deactivation because of your failure to pay or other breach

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 whether we deactivate our Solar System or end this Agreement. If we choose to deactivate, we'll give you at least 5 Business Days' notice before we deactivate.

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 15).

24.2 Deactivation in other circumstances and removal

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
- (c) if required by a Regulatory Requirement or at the direction or request of a regulatory body.

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.

25. How this Agreement can end

25.1 Expiry of Term

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.

25.2 Ending this Agreement before installation

You can end this Agreement early at any time before our Solar System is installed. If you do so, we may charge you the Cancellation Fee.

We may end this Agreement before our Solar System is installed:

- (a) at any time before you have incurred material expenses to enable installation of our Solar System;
- (b) if your Supply Address is not Solar Ready within a reasonable time after the Acceptance Date; or
- (c) if you do not satisfy the conditions set out in clause 3.2 before the installation date we or our contractors have arranged with you or if your Supply Address does not meet our Suitability Requirements.

25.3 Sale of Solar System or agreement with new purchaser

This Agreement will end early if:

- (a) we agree to sell our Solar System to you; or
- (b) you sell your property and the new purchaser enters into an agreement with us (as described in clause 23.1).

25.4 You can end this Agreement for cause

You can end this Agreement early if:

- (a) we propose additional fees under clause 16.4;
- (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.

25.5 You can end this Agreement by paying the Exit Fee

You can end this Agreement early at any time by paying us the Exit Fee.

25.6 We can end this Agreement for cause

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 23;
- (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.

25.7 We can end this Agreement in other circumstances

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 28) 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.

26. When this Agreement ends and what happens next

26.1 Summary of what happens when this Agreement ends

The table below sets out for each circumstance described in clause 25:

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

Basis for this Agreement ending	When this Agreement ends	Notice	Fee payable?	Deactivation or removal of our Solar System
Expiry of Term	Automatically at the end of the Term	N/A. See clause 27 for related information	Removal fee applies if we remove our Solar System	See clause 27
Before installation (clause 25.2)	Immediately after notice is received	Person ending this Agreement must give the other person notice	Cancellation Fee may apply if you terminate	N/A
Sale of our Solar System to you (clause 25.3)	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 25.3)	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	N/A	No	N/A
You end because you reject a new fee (clause 24.5(a))	When you issue us with a notice of your rejection of the new fee (which must be within 10 weeks of our notice proposing the a new fee).	You must give us notice	No	We will deactivate at end of this Agreement. We will remove if you request, or if you don't request if we choose to do so.
You end for cause (clause 25.4(b))	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	
You end by paying the Exit Fee (clause 25.5)	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 end this Agreement because you sell your property without effecting one of the options in clause 23 (clause 25.6(a))	When we receive payment of the Exit Fee	N/A	Exit Fee	
We end this Agreement for cause (clause 25.6)	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 25.7)	When we deactivate or remove our Solar System	Reasonable prior notice	No	We'll give you notice if we intend to deactivate or remove.

26.2 Payments after this Agreement ends

When this Agreement ends you must pay:

- (a) the Cancellation Fee or Exit Fee and removal fee 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.

26.3 Removing the Solar System after this Agreement ends

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.

26.4 Some rights and parts of this Agreement continue

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.

In addition, the provisions of this Agreement relating to privacy, liability, notices, governing law, warranties and rights (clause 31), payment (including payment of the Exit Fee), 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.

27. Expiry of Term and holding over

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 22 or for us to remove our Solar System.

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.

28. Events beyond your or our control

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.

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.

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.

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.

29. How this Agreement works with the Regulatory Requirements

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.

30. Liability

30.1 Our Liability

Subject to the Regulatory Requirements, we're not liable to you for any:

- (a) loss or damage in connection with or arising out of this Agreement, except to the extent we cause that loss or damage because we breach this Agreement;
- (b) loss of revenue or anticipated savings; special, incidental or punitive damages; or any loss or damage arising from special circumstances that are outside the ordinary course of things, however that loss or damage arises or regardless of the basis on which a claim is made (even if breach of contract, law or negligence);
- (c) loss that results from the use of the services in connection with the conduct of a business, such as loss of profit, because our Solar System is provided to you for the primary purpose of personal, domestic or household use; or
- (d) loss or damage to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss or damage.

However, we will accept liability if it cannot be excluded under any Regulatory Requirements – but if that liability can be limited under any Regulatory Requirement, we limit our liability to resupplying, repairing or replacing the relevant goods or services (or payment of the cost of resupply, repair or replacement) where it is fair and reasonable to do so.

30.2 Your Liability

You are liable to us if we or our installers or other contractors suffer any loss or damage in connection with or arising out of your breach of this Agreement, your negligence or

your use of electricity supplied under their Agreement after ownership passes to you. However, you are only liable to us to the extent you caused the loss or damage.

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.

31. Warranties and rights

31.1 No warranty for electricity supply

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;
- (b) the reliability, voltage or quality of the electricity supply from our Solar System, which may also vary from time to time.

31.2 General warranties and rights

To the extent permitted by law, 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.

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.

32. Your privacy

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 electricity and related products and services. We may disclose this information to:

- (a) our related companies;
- (b) our agents and contractors (including installers, mail houses, data processors and debt collectors)
- (c) your Distributor; and
- (d) other electricity retailers,

for these purposes and more broadly in connection with this Agreement.

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).

We may also disclose your information to, and collect your information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.

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.

Our detailed privacy and credit reporting statements are available at www.originenergy.com.au/privacy.

Our credit reporting statement explains how we disclose credit information, how our disclosure may affect your creditworthiness and how to access, correct or complain about our treatment of your credit information. Please contact us to request a paper copy.

33. Assignment, novation and sub-contracting

You may not assign, transfer or novate this Agreement without our written consent.

You agree 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. You'll be notified of any such assignment, transfer or novation.

You agree 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.

34. PPSA

We may apply for any registration, or give any notification, in connection with this Agreement and our interest in our Solar System and our licence over the Licensed Supply Address. This includes any registration under the PPSA we think appropriate, for whatever collateral class we consider to be appropriate. You consent to any such registration or notification (if the collateral is described in the registration or notification as commercial property, as that term is defined in the PPSA), agree to waive your right to receive a verification statement, and agree not to make an amendment demand.

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.

In this clause 34, 'amendment demand', 'security interest' and 'verification statement' have the meanings given to them in the PPSA.

35. General

35.1 This Agreement

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 What laws apply

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 Marketing

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, by calling us on 13 24 61, by emailing us at 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 Customer service and complaints

If you have an enquiry, complaint or dispute, including in relation to your bill or any marketing activity, please contact us. We'll handle your complaint and let you know the outcome of it, in accordance with our complaints and dispute resolution procedures.

35.5 Notices

We'll give you notice in writing:

- (a) personally;
- (b) by post, addressed to the address you nominate. We'll consider that you've received the notice on the third Business Day after we post it;
- (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 specified in your Details Section, or if no date is specified, the date you sign your Details Section or you accept this Agreement over the phone or on-line.

Agreement means your Details Section 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.

Cancellation Fee has the meaning given in clause 15.

Change in Law means:

- (a) any law, regulation, rules, code, or sub-code being introduced, taking effect, commencing, amended or repealed in whole or in part after the Acceptance Date;
- (b) a change to any Tax applicable on the Acceptance Date, including the imposition of any new Tax, a variation to the rate of any Tax or a variation to the basis on which a Tax is levied or calculated;
- (c) a variation in the interpretation or administration of a law or regulation by a governmental agency or body or a court or tribunal 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;

except to the extent that such imposition, amendment, repeal, variation or introduction 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 (including the Exit Fee).

Contract Rate means the contract rate set out in your Details section.

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.

Details section means the document entitled Details section provided to you with these Agreement Terms.

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.

Exit Fee has the meaning given in clause 15.

First 3 Months Exit Fee means the amount set out in the Details section for months 1-3, which applies if this Agreement is terminated in the first 3 Months of the Term.

Force Majeure has the meaning given in clause 28.

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*; and
- (b) if you are in Western Australia, the wholesale electricity market as described in the *Electricity Industry Act (WA) 2004*.

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.

Indicative Buy-Out Price has the meaning given in clause 22.

Installation and Solar Ready Brochure means the document of that name published by us on our website from time to time and provided to you with this Agreement.

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

Licensed Supply Address has the meaning given in clause 11.

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

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.

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 Ready has the meaning given in clause 6.

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

Suitability Requirements mean the suitability requirements we determine from time to time as set out in the Installation and Solar Ready Brochure.

Supply Address means the property specified as the supply address in your Details Section where our Solar System will be installed or, another property in the circumstances set out in clause 23.

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

Tax means any royalty (whether based on value, profit or otherwise), tax, excise, levy, fee, rate, duty, charge or cost levied, charged or imposed on us or any third party by any governmental agency, or other body authorised by law to impose it and the cost of any certificate or instrument required to be acquired.

Term means the period starting on Supply Start Date and ending after the number of years set out in your Details section have elapsed.

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 or Western Australia - 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 your Details section under the heading “your 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

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).