



EVE Distributed Energy Offtake Agreement

Terms and conditions for purchase of distributed energy

Residential Customers

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Terms and conditions for the purchase of distributed energy

1. Definitions

Application Form means the EVE form titled “EVE - Self Supply Application”, or another form designated by EVE from time to time, as amended in accordance with clause 18.

AEMO has the meaning in the ESMR.

Balance means the amount on the Bill payable by EVE to the Customer which exceeds the amount owed by the Customer to EVE.

Bill means the invoice that EVE sends the Customer for the supply of electricity under the electricity supply agreement.

Billing Period means the length of the period covered by each Bill.

Business Day means any day other than a weekend or public holiday in Perth, Western Australia.

Buyback Rates mean the distributed energy exported purchase rates payable by EVE from time to time, where such rates may be different at different times of the day or under different circumstances, as set out in the applicable Price Schedule, as amended from time to time in accordance with clause 18.

Connection Point means an exit or entry point on the Microgrid.

Contract means the agreement constituted in accordance with clause 4, as amended from time to time in accordance with clause 18.

Contract Maximum Quantity means 1.5 kWh per day or such greater quantity that may be determined by EVE from time to time.

Coordinator means the Coordinator of Energy, the head of Energy Policy WA.

Customer means the person who has lodged an Application Form, and whose Application Form has been approved by EVE.

Customer Connections & Contributions Guidelines means the document of that name published on EVE’s website from time to time.

Customer Self Supply Guidelines means the document of that name published on EVE’s website from time to time.

Distributed Energy Exported means electricity generated by the System and transferred into the Microgrid through the Connection Point as recorded on the Meter (in kWh) on a Net Export basis.

Economic Regulation Authority means the body of that name established under the *Economic Regulation Authority Act 2003* (WA).

EI Act means the Electricity Industry Act 2004, as may be amended or replaced from time to time.

Electricity Supply Agreement means a contract for the supply of electricity by EVE to the Customer referred to in clause 2 or 3 (as applicable).

Emergency has the meaning given in clause 8(b) of this Contract.

Energy Exported means electricity generated by the System and transferred into the Microgrid through the Connection Point as recorded on the Meter (in kWh) on a “net export” basis.

ESMR means the wholesale electricity market rules established under the EI Act.

EVE means Eglington Village Energy Pty Ltd ACN 665 916 085 of 52 Belmont Avenue Rivervale Western Australia 6103.

EVE Fees means any fees EVE, acting reasonably, determines the Customer is required to pay EVE as compensation for EVE performing administrative tasks necessary under this Contract, for example the charge the Customer is required to pay under clause 9(b) when it submits an Application Form under clause 9(b) to change the system.

Good Electricity Industry Practice means the exercise of that degree of skill, diligence, prudence and foresight that would ordinarily be exercised by a reasonable and prudent person in the position of EVE operating under the licenses issued by the Economic Regulation Authority, and consistently with applicable Law.

Government Authority means any government agency, governmental or semi-governmental authority, agency or body, tribunal or decision-maker, including any administrative decision maker under law (whether a natural person or otherwise) including the Coordinator, Western Power and AEMO.

GST has the meaning given to that term in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as may be amended from time to time.

GST Law has the meaning given to that term in the GST Act.

GSTR 2000/10 means the Goods and Services Tax Ruling - Goods and services tax: recipient created tax invoices, as may be amended or replaced from time to time.

Law means common law, principles of equity, laws made by parliament (which includes laws made by a State, Territory and Commonwealth parliament, regulations and other instruments under law or regulations, and consolidations, amendments, re-enactments or replacement of any of them), and the terms of any binding guideline, licence, approval, authorisation or direction issued by a Governmental Authority.

Loss means all loss, liability, penalty, cost, damage, claim or expense (including legal costs, disbursements and expenses of whatsoever nature or description) and including all

direct, indirect and consequential loss (including loss of revenue or profit, loss of business opportunity or goodwill and any claims for indirect, special or punitive damages).

Management and Control means EVE utilising automatic generation control infrastructure located at the System to curtail, monitor, access, communicate with, vary, or otherwise control the operation, output, storage, export, import, charging or discharging of the System, whether remotely or locally and any associated inverter for the purpose of:

- (a) ensuring the safe, secure and reliable operation of the Microgrid;
- (b) complying with any lawful direction of a Government Authority binding on the Customer and/or EVE;
- (c) managing network constraints on the Microgrid or the Western Power Network;
- (d) addressing excess energy on the Microgrid; and
- (e) enabling participation in, or compliance with the ESMR and any coordination, orchestration or demand side management related matters.

Meter has the same meaning given in the Electricity Industry Metering Code 2005.

Microgrid means the network infrastructure owned and operated at Eglinton Village by EVE.

Premises means the supply address nominated in the Application Form, which must be the same as the premises set out in the Electricity Supply Agreement.

Price Schedule means the Buyback Rates, EVE Fees and any other costs or charges applicable to the Contract as published by EVE on its website from time to time.

Service and Technical Installation Rules means the document of that name published on EVE's website from time to time.

Small Renewable Energy System has the meaning given in the Electricity Industry (Licence Conditions) Regulations 2005.

Special Conditions mean those specified in the Schedule.

Storage Works has the meaning given in the EI Act.

System means:

- (a) a Small Renewable Energy System and/or Storage Works owned by, leased to and/or operated by a Customer;
- (b) all network and connection infrastructure associated with that Small Renewable Energy System and/or Storage Works (as applicable) that is approved by EVE for the provision of electricity by the Customer into the Microgrid through a Connection Point.

SWIS has the meaning given to the term “south west interconnected system” in section 3 of the EI Act.

SWIS Connection Arrangements means any of the following arrangements relating to the connection and/or transfer of electricity between the Microgrid and the SWIS:

- (a) the “electricity transfer access contract” between Western Power and the retailer (or EVE) in respect of the connection and transfer of electricity to and from the Microgrid;
- (b) the “interconnection works contract” with Western Power in respect of the Microgrid’s connection to the Western Power Network;
- (c) all applicable policies, guidelines and approvals of Western Power in relation to the Microgrid which are reasonably attributed by EVE to the System or the activities contemplated under the Contract, including the Technical Rules;
- (d) the terms of the electricity retail contract between EVE and a licenced retailer in respect of the supply of and export of electricity from the Microgrid; and
- (e) the ESMR.

Technical Rules has the meaning given to it in clause 1.3 of the Electricity Networks Access Code 2004.

Western Power means the Electricity Networks Corporation, established under the Electricity Corporations Act 2004 (WA).

Western Power Network means the electricity network owned and operated by Western Power.

2. Electricity Supply Agreements

If the Customer has an existing Electricity Supply Agreement with EVE for the supply of electricity by EVE to the Customer at the Premises (whether under a written contract or pursuant to the EI Act or the Electricity Corporations Act 2005), clause 3(a)(i) of this Contract does not apply.

3. Condition Precedent

- (a) The terms and conditions of this Contract (other than clauses 1, 2, 12(a) and 13(a) and this clause 3) are subject to, and are of no force and effect, until the following condition precedent has been fulfilled:
 - (i) if the Customer does not already have an existing Electricity Supply Agreement to purchase electricity from EVE, then the Customer and EVE enter into an agreement for the supply of electricity by EVE to the Customer at the Premises for solely residential or domestic purposes on the terms and conditions approved by the Economic Regulation Authority from time to time;

- (ii) EVE has approved the System's connection to the Microgrid in accordance with the Customer Self Supply Guidelines and the requirements of any SWIS Connection Arrangements; and
- (iii) subject to clause 3(a)(ii), the System has been duly connected to the Microgrid at a Connection Point located at the Premises.
- (b) If the condition precedents described in clause 3(a) have not been satisfied or waived by EVE for any reason, by the date that is 40 Business Days after the date on which EVE received the Customer's Application Form, then this contract is automatically terminated on that date.

4. Constitution of Contract

This Contract is constituted as follows:

- (a) the Application Form approved by EVE; and
- (b) this Contract.

5. Special Conditions

- (a) This Contract may include special conditions agreed between EVE and the Customer as set out in the Schedule.
- (b) To the extent of any inconsistency between the Special Conditions and any other provision of this Contract, the Special Conditions prevail.

6. Commencement Date

- (a) Subject to clause 3, this Contract commences on the date on which EVE approves the Customer's Application Form.
- (b) Sale of electricity by the Customer in accordance with this Contract shall commence on the date which is the later of:
 - (i) the date of satisfaction of the condition precedent set out in clause 3; and
 - (ii) the date on which the System and any Meter and/or Meter related equipment has been duly installed in accordance with the Customer Self Supply Guidelines, Customer Connections & Contributions Guidelines, Service and Technical Installation Rules, all Laws and as approved by EVE, have been installed and are ready to import and export electricity from and to the Microgrid through the Connection Point.

7. Energy Exported

- (a) Subject to the Customer's compliance with the terms of this Contract, EVE will purchase Distributed Energy Exported by the Customer at the Buyback Rate up to the Contract Maximum Quantity.

- (b) EVE and the Customer may enter into another agreement in relation to payment for any Distributed Energy Exported by the System above the Contract Maximum Quantity but in the absence of any such arrangement, the Customer acknowledges that EVE has no obligation to make any payment in respect of any such Distributed Energy Exported.

8. System and other obligations

- (a) The Customer must at all times ensure that the installation, connection, operation and maintenance of the System complies with the Customer Self Supply Guidelines, Customer Connections & Contributions Guidelines and Service and Technical Installation Rules.
- (b) The Customer must provide safe access to the Meter to the extent required by EVE in order for EVE to read the Meter.
- (c) In the event the Customer breaches this Contract, EVE shall have the right to enter the Premises for the purpose of curtailing supply to or from the Premises and/or disconnecting the System from the Microgrid provided that:
 - (i) disconnection is conducted in accordance with all applicable Laws and Good Electricity Industry Practice; and
 - (ii) EVE uses reasonable endeavours to provide not less than 5 Business Days prior notice in relation to the proposed disconnection, except in the case of an emergency or otherwise required in accordance with Good Electricity Industry Practice.
- (d) Without limiting the terms of the Customer Self Supply Guidelines, a Customer may only export electricity from the Connection Point in respect of the Premises to the Microgrid if that electricity is exported from the System. In relation to any proposed material modification to a System, nothing in this clause obliges EVE to approve a System configuration or a material modification in respect of that System, and any approval is subject to compliance with:
 - (i) the Customer Self Supply Guidelines;
 - (ii) Customer Connections & Contributions Guidelines;
 - (iii) Service and Technical Installation Rules;
 - (iv) applicable Law; and
 - (v) any relevant SWIS Connection Arrangements.
- (e) The Customer's obligations under this Contract, including under this clause 8:
 - (i) are unaffected if the System is owned by a third party; and

- (ii) apply in relation to the System at all times irrespective of the level of Distributed Energy Exported, including but not limited to when that level is equal to 0 kWh.
- (f) This clause survives termination of this Contract for any reason, to the extent that the System remains connected to the Microgrid and the Customer is resident at the Premises.

9. Laws, approvals, liaison and information

- (a) The Customer must:
 - (i) at all times comply with all applicable Laws, including, without limitation, by obtaining and maintaining all necessary licences, permits and/or approvals from all relevant authorities (including building and planning approvals) required for it to generate electricity and to export electricity into the Microgrid and the Western Power Network and the Microgrid; and
 - (ii) maintain the System (and all associated equipment) in good working and reliable order and available for export of electricity to the Microgrid and the Western Power Network.
- (b) The Customer must:
 - (i) submit an Application Form consistently with the arrangements set out in the Customer Self Supply Guidelines;
 - (ii) pay any EVE Fees associated with EVE processing this form, which may include fees payable by EVE to Western Power; and
 - (iii) obtain EVE's consent in writing to the change,

before it makes any change to the System (including, but not limited to, any operational, structural or functional change).
- (c) The Customer must provide EVE with information EVE reasonably requires for the purposes of or relates to the Contract and the Application Form.
- (d) In the event EVE requests information:
 - (i) the Customer must ensure all information provided to EVE is true, correct and not misleading or deceptive.
 - (ii) EVE reserves its rights, including, but not limited to, Contract termination, if information provided by a Customer is incorrect, misleading or deceptive.
 - (iii) the Customer must provide the information in the required format and by the specified deadline. Failure to do so may result in Contract termination or the Customer being ineligible for the Buyback Rate.
- (e) Subject to EVE's privacy policy and applicable Laws, EVE is permitted to use information provided by the Customer as necessary for EVE to comply with its

obligations under the Contract or for purposes relating to the Contract and/or the operation of the Microgrid. The Customer must bear its own costs in relation to performance of its obligations under this Contract and applicable Law.

- (f) EVE is permitted to disclose information to Government Authorities, for the purposes of or relating to the Contract. Such information includes but is not limited to Customer details, confirmation of System installation, Customer and System eligibility, reporting of Customer uptake and the amount of Distributed Energy Exported.
- (g) The Customer consents to EVE obtaining any information relating to the System from third parties, including Western Power, that EVE reasonably considers is relevant to this Contract.
- (h) This clause survives termination of this Contract for any reason, to the extent that the System remains connected to the Microgrid and the Customer is resident at the Premises.

10. Payment for Distributed Energy Exported

EVE's payment obligation

EVE is required to issue a Bill for electricity consumed by the Customer under the Electricity Supply Agreement. On that Bill, EVE will also set out the amounts payable by EVE to the Customer for the purchase by EVE of Distributed Energy Exported from the System. Those amounts will be determined and paid by EVE in accordance with the applicable Price Schedule and if the Customer is not registered for GST, clause 10(a) and (if applicable) clause 10(b).

Payments for Customers not registered for GST

- (a) Subject to clause 7(a), EVE will pay a Customer not registered for GST for the Distributed Energy Exported by providing a credit on the Bill for the amount of Distributed Energy Exported during the relevant Billing Period (which, subject to clause 8.7, is to be based on a reading of the Meter) multiplied by the relevant Buyback Rate.
- (b) Subject to clause 10(g), if the Balance on a Customer's Bill exceeds \$100, then within 14 days of receipt of a written request from the Customer or such other notification as agreed to by EVE, EVE must pay the Balance to the Customer. EVE may charge a fee to recover its reasonable administration costs of making this payment.

Terms applicable to all Customers

- (c) Refund of Balance
 - (i) Subject to clauses 10(b) and 10(g), EVE may (on terms acceptable to it) offer to pay the Customer all or part of the Balance. If the Customer accepts the offer (and any terms), EVE must pay the Balance to the Customer.

(d) Estimating Distributed Energy Exported

- (i) EVE may estimate the quantity of Distributed Energy Exported in accordance with the provisions of the Electricity Supply Agreement or any applicable Law (including but not limited to, where the export Meter is faulty or consumption and export flows are not properly recorded or (contrary to clause 6.5) safe and free access to the Meter has been denied).

(e) Over crediting and under crediting

- (i) Subject to clause 10(g), if EVE under credits a Customer for any reason (including where the Meter has been found to be defective or one or more estimated readings have been followed by an actual reading), then EVE will credit the amount of that under credit to the Customer's account.
- (ii) Subject to clause 10(g), if EVE over credits the Customer for any reason (including where the Meter has been found to be defective, as a result of breach of this Contract by the Customer, or EVE determines that the Customer is no longer eligible to receive part or all of one or more of the Buyback Rates or one or more estimated readings have been followed by an actual reading); then

EVE may require the Customer to make a correcting payment or may add the amount owed to the Customer's Bill under the Electricity Supply Agreement. In doing so, EVE may offer the Customer the option to pay the correcting payment by instalments.

(f) EVE's set-off rights

- (i) EVE may set off:
 - (A) any Balance or amount EVE owes to the Customer under this Contract against any amount the Customer owes to EVE under the Customer's Electricity Supply Agreement or under another contract the Customer has with EVE; or
 - (B) any amount the Customer owes to EVE under this Contract or under the Customer's Electricity Supply Agreement or under another contract the Customer has with EVE against any amount EVE owes to the Customer under the Contract.

(g) Final payment to Customer on termination of the Contract

- (i) On termination of the Contract EVE will, at the Customer's election:
 - (A) credit any Balance set out in the last Bill, to any new account the Customer establishes with EVE; or
 - (B) pay the Customer any Balance set out in the last Bill by electronic funds transfer ("EFT") to the bank account nominated by the Customer.

- (h) No interest payable on Balances or credits for Distributed Energy Exported
- (i) Nothing in this Contract requires EVE to pay interest on the amount of any Balance or other payment under this Contract.

11. Management and Control

- (a) Once the System is connected in accordance with the Customer Self Supply Guidelines, Customer Connections & Contributions Guidelines and Service and Technical Installation Rules, the System will be subject to Management and Control by EVE under the terms of this Contract and the Customer Self Supply Guidelines Customer Connections & Contributions Guidelines and Service and Technical Installation Rules.
- (b) The Customer acknowledges and agrees that:
 - (i) EVE is entitled to undertake Management and Control in relation to a System, through:
 - (A) direct or remote means, increasing or decreasing electricity generated or exported by the System into the Microgrid, during which the Customer may be unable to consume electricity generated by the System;
 - (B) managing electricity storage by directing:
 - (1) electricity generated by the System to charge a battery forming part of the System; or
 - (2) electricity stored at a battery forming part of the System to be used at the Premises or exported to the Microgrid,

subject to and in accordance with this Contract, except to the extent otherwise agreed in writing with a Customer and EVE;
 - (ii) EVE is entitled to undertake Management and Control in relation to the System:
 - (A) to ensure the safety, security and reliability of the Microgrid;
 - (B) to optimise supply and demand for electricity in balance for the benefits of the customers of EVE as a whole;
 - (C) during any period of disconnection of protection devices described in clause 14(b) from the internet or from the System; or
 - (D) during any period of maintenance of the Microgrid,

and none of these terms are to be read as limiting the other;

- (iii) EVE will undertake Management and Control prudently with a view to limiting any impact on the Customer and in accordance with this Contract; and
 - (iv) EVE is entitled to register and undertake Management and Control in respect of the System under the SWIS Connection Arrangements including by entering into an agreement with a Government Authority without compensation being provided to the Customer.
- (c) During any period of Management and Control:
 - (i) the export of electricity from and the consumption of electricity by the System may be adjusted or reduced such that it may generate no energy for export from the Premises;
 - (ii) the Customer will not be entitled to any financial remuneration or compensation for renewable energy that could have generated and exported to the Microgrid from the Premises if EVE had not undertaken Management and Control;
 - (iii) EVE is not liable to a Customer for any loss, liability, cost or expense of any kind howsoever arising out of or in connection with the exercise by EVE of its rights under this clause 11.
- (d) Under Management and Control, restriction on a Customer's ability to consume, store or export energy from the System may occur for extended periods of time.
- (e) Coordination of the System must only be undertaken by EVE in accordance with Good Electricity Industry Practice.
- (f) Where the System includes battery assets (including EV charges or other storage appliances), in exercising Management and Control of the System, EVE will comply with the Customer Self Supply Guidelines, this Contract and/or otherwise agreed from time to time.
- (g) The Customer acknowledges that EVE retains the power to approve and connect Systems across EVE's customer base to its network under the Microgrid.

12. Termination

- (a) The Customer may terminate this Contract at any time by giving at least the same period of notice as is required to be given by the Customer for termination under the Electricity Supply Agreement.
- (b) EVE may terminate this Contract at any time if any of the following occurs:
 - (i) the Customer sells or transfers or vacates the Premises;
 - (ii) the Customer notifies EVE that it elects to terminate the Contract;
 - (iii) the Customer fails to comply with any of clauses 6, 7 or 9;

- (iv) the Customer and/or the System fails to comply with the Customer Self Supply Guidelines, Customer Connections & Contributions Guidelines and Service and Technical Installation Rules;
 - (v) the Customer's Premises or System or both cease to be connected to the Microgrid at a Connection Point;
 - (vi) Western Power ceases to provide sufficient network services to EVE in respect of the SWIS Connection Arrangements to enable EVE or the Customer or both to:
 - (A) comply with any or all of their obligations; or
 - (B) utilise any or all of their rights, under this Contract.
- (c) The Contract terminates immediately on the day that any of the following occur:
- (i) the Electricity Supply Agreement with the Customer for the Premises ends for any reason;
 - (ii) the Customer enters into a new agreement with EVE that governs the operation of the System and/or the purchase of net energy exported at the Premises;
 - (iii) electricity consumed at the Premises under the Electricity Supply Agreement ceases to be solely of a domestic or residential purpose;
 - (iv) the Customer ceases to meet the requirements to export electricity under this Contract as a Customer, including under the Customer Self Supply Guidelines, Customer Connections & Contributions Guidelines and Service and Technical Installation Rules; or
 - (v) where the System ceases to be a Small Renewable Energy System or Storage Works without EVE's prior written consent;
- such termination is subject and without prejudice:
- (vi) to any earlier expiry or other termination of all or any part of the Contract for any reason;
 - (vii) to any provision of this Contract that is described as surviving termination or by necessary implication must survive termination to be operative.
- (d) If the Customer sells, transfers or vacates the Premises, the Customer must before the date the Customer's Electricity Supply Agreement ends, inform the new owner or occupant that it must submit a new Application Form for acceptance and approval by EVE if the new occupant or owner wants to sell Distributed Energy Exported to EVE under a contract on the same, or similar, terms as this Contract. For the avoidance of doubt, EVE is under no obligation under this Contract to enter into such a contract with the new owner or occupant.

- (e) If the Customer fails to comply with any of its obligations under this Contract, EVE may give a notice in writing to the Customer requiring the Customer to remedy the default and if the Customer fails to remedy the default within the time specified by EVE, EVE may terminate this Contract by giving 14 days' notice in writing.
- (f) Upon termination of this Contract, the Customer must ensure that no electricity is exported through the Connection Point to the Microgrid from the System or otherwise from the Premises. EVE may at the Customer's cost and expense (payable on demand) take appropriate action (including disconnection of the Meter or reprogramming of the Meter) to ensure that no electricity is exported.
- (g) EVE must pay to the Customer any outstanding amount payable to the Customer under this Contract within 29 days of termination of this Contract.
- (h) Clauses 1, 8, 9, 12(f), 12(g), and 15 continue to have force and effect after the termination of this Contract until the date any of the following occurs:
 - (i) the Customer enters into a new contract with EVE governing the operation of the System;
 - (ii) provided the Customer is the registered owner of the Premises, the Customer permanently vacates the Premises and either:
 - (A) the System is disconnected from the Microgrid; or
 - (B) a new Customer occupies the Premises; or
 - (C) the Customer becomes the Customer of a retailer other than EVE.
- (i) Clause 14 continues to have force and effect after the termination of this Contract for any actions or omissions that occur prior to the date any of the events in clauses 12(g) to 12(i) occur.
- (j) For the avoidance of doubt, the termination of this Contract does not affect the continued operation of the Electricity Supply Agreement.

13. Meter

- (a) The Customer must pay all costs associated with the supply, reprogramming, modification and installation of any Metering equipment when such supply, reprogramming, modification and installation is required in order to give effect to this Contract.
- (b) The current charges are set out in the Price Schedule. These charges are subject to change from time to time. The Customer should check the current charges prior to signing the Application Form.
- (c) The Meter always remains the property of EVE.

14. Liability for damage

- (a) The Customer is responsible for the System and its use. Subject to clause 14(c), the Customer agrees that EVE will not be liable for Loss that may be caused by the System or its use including any loss, damage or injury caused by the disconnection, curtailment or reconnection of the System as a result of EVE's good faith use, management or operation.
- (b) Without limiting the Customer's obligations under clauses 8(a), 9(a) or 9(a)(ii) in any way, the Customer must install adequate protection devices to protect the System from faults (including without limitation, power surges) on the Microgrid. Subject to clause 14(c), EVE will not accept liability for any Loss or damage to the System or for any injury arising as a result of the Customer failing to install such a protection device.
- (c) Subject to clause 15, but otherwise despite any other provision in this Contract, nothing in this Contract is to be taken to exclude, restrict or modify:
 - (i) any rights of recovery or to compensation the Customer may have under Law (including, but not limited to under the Australian Consumer Law, where applicable); or
 - (ii) any other condition, warranty, guarantee or right the Customer may have under Law (including, but not limited to any consumer guarantee under the Australian Consumer Law, where applicable),

to the extent that EVE is prohibited by Law from excluding, restricting or modifying them. All other conditions, warranties, guarantees and rights (including, but not limited to, any rights of recovery or to compensation), whether or not implied by Law, are, to the extent permitted by Law, excluded to the fullest possible extent.

- (d) Subject to clauses 14(c) and 15, but otherwise despite any other provision in this Contract and to the extent permitted by Law, EVE will not be liable to the Customer for any consequential or indirect loss or for any business interruption loss, lost profits, loss of an opportunity or the Customer's liability to third parties under a contract or otherwise arising from, or in connection with, a breach of this Contract by or negligence of EVE.
 - (e) Subject to clauses 14(c) and 15, the Customer is liable for, and must indemnify EVE against any Loss caused by, consequent upon or arising out of or in connection with any intentional, reckless or negligent acts and omissions of the Customer including, but not limited to:
 - (i) a breach of any term of this Contract by the Customer; or
 - (ii) a breach of the Technical Rules by the Customer.
- 15. This clause survives termination of this Contract for any reason, irrespective of whether the System remains connected to the Microgrid or is disconnected. **Application of legislation and other agreements****

Nothing contained in this Contract:

- (a) excludes, restricts or prejudices in any way any of EVE's rights or remedies under any other contract between the Customer or otherwise in respect of the Premises; or
- (b) excludes, restricts or modifies any obligations of a party under any Act or regulations to the extent that the party is prohibited by Law from excluding, restricting or modifying them.

16. Goods and services tax (GST)

- (a) Unless otherwise defined in this clause 13 or in the "Definitions" section of this Contract, terms defined in the GST Act have the same meaning when used in this clause.
- (b) GST exclusive amounts
 - (i) Unless otherwise stated, all amounts payable or the value of other consideration provided in respect of the supplies made under this Contract are exclusive of GST.
- (c) GST gross up
 - (i) If there is a taxable supply under or in connection with this Contract, then the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply in addition to the payment for the taxable supply required to be made under this Contract.
- (d) Tax invoice
 - (i) A party need not make a payment for a taxable supply made under this Contract until it receives a tax invoice for the supply to which the payment relates.
- (e) Reimbursements
 - (i) If a party must reimburse or indemnify another party for a Loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the Loss, cost or expense, and then increased in accordance with clause 16(c).
- (f) Adjustments
 - (i) If a party becomes aware of an adjustment event, that party agrees to notify the other party as soon as practicable after becoming so aware, and the parties agree to take whatever steps are necessary, including the issue of an adjustment note, and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than 14 days after the supplier (that is, the party who made a supply for the purposes of the GST Act) has satisfied itself that the adjustment event has occurred.

17. Miscellaneous

- (a) If the whole or part of any of this Contract (a “provision”) is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of the Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Contract.
- (b) This Contract is governed by the Law in force in Western Australia from time to time, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.
- (c) This Contract constitutes the entire agreement between the parties about its subject matter, subject to the Special Conditions, and any previous agreements, understandings and negotiations on that subject matter cease to have any effect.
- (d) The rights, powers and remedies provided in this Contract are cumulative with and not exclusive of the rights, powers, or remedies provided by Law independently of this Contract.
- (e) Subject to clause 18, no amendment or waiver of any of this Contract shall be valid or effective unless made in writing and duly executed by all parties, in the case of an amendment, or by the party giving the waiver.
- (f) The failure of any party to enforce at any time any provision of this Contract or to exercise any right, power or remedy provided by this Contract shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this Contract or any part thereof or the right of any party to enforce thereafter each and every term of this Contract and to exercise any such right. No waiver of any breach of a provision of this Contract shall be held to be a waiver of any other or subsequent breach.
- (g) A reference to legislation and any aspect of the SWIS Connection Arrangements includes that legislation or element of the SWIS Connection Arrangements as amended or replaced from time to time.
- (h) If a period of time dates from a day, the period of time is calculated exclusive of that day and inclusive of the last day of that period of time.

18. Amendments

- (a) The Customer acknowledges that this Contract and the Buyback Rates are drafted in order to be consistent with contracts approved by the Coordinator for Energy in order for EVE to offer a product that is broadly consistent with that available to small customers in Western Australia, despite EVE not being regulated by, or being subject to the Coordinator for Energy’s approval regime under the *Electricity Industry (Licence Conditions) Regulations 2005 (WA)*.
- (b) The Customer acknowledges that EVE:

- (i) intends for the Contract and the Buyback Rates to be consistent with the changes approved by the Coordinator for Energy; and
- (ii) may (but is not obliged to) amend this Contract by notice to account for such changes that EVE considers to be reasonably necessary in order to give effect to the purpose or policy intention behind those changes and such change may have retrospective effect.

19. Adjustments for a change in law and network access costs

- (a) If a change in Law occurs, EVE may adjust the charge applicable under this Contract to the extent necessary to place EVE in the position it would have been under the Contract if it had not been for the change in Law.
- (b) Without limiting the generality of clause 19(a), if a change in network charges occurs, or a new network charge is imposed, EVE may charge the Customer an amount to the extent necessary to reflect that proportion of the effect of the new network charge or change in network charges which EVE estimates in good faith is fairly attributable to or payable by the Customer.
- (c) If the Customer changes the amount or rate at which it exports electricity, EVE may, subject to prior notice to the Customer, charge the Customer an amount to the extent necessary to reflect that proportion of any increase in network charges which EVE estimates in good faith is fairly attributable to the Customer.

Schedule: Special Conditions

[insert relevant special conditions]

Executed as an agreement.

Customer (individual)

Executed as agreement by _____)

Signature

Print name in full

Date:

Customer (company)

Executed as agreement by the Customer)
under section 127 of the Corporations Act: _____)

Signature of Director

Signature of Director/Company Secretary

(Delete title which does not apply)

Print name in full

Print name in full

Date:

EVE

Executed as an agreement by Eglinton Village Energy)
Pty Ltd ACN 665 916 085 by its authorised representative)
)

Signature of Authorised Representative

Print name in full

Date: