Appendix: Solar Agent Service Contract

Introduction

SA1. You agree to purchase the Agent Services from us on and subject to these terms and conditions.

SA2. We agree to supply the Agent Services to you on and subject to these terms and conditions from the Commencement Date.

SA3. You agree to pay to us the Solar Agent Set Up Fee in consideration of us providing the Agent Services to you for the first 12 months from the Commencement Date.

SA4. Following the 12-month anniversary of the Commencement Date, you agree to pay to us the Annual Service Fee in consideration of us continuing to provide the Agent Services to you.

Eligibility

SA5. To be eligible for the Agent Services you must ensure that the total inverter capacity at the Supply Address is less than 200kW.

Customer Requirements

SA6. You acknowledge that you are the owner or operator of the Solar System and agree to appoint us as your agent in respect of your Solar System.

SA7. You authorise us to remotely access your Solar System and disconnect and reconnect it on your behalf when we are legally directed to do so.

SA8. You must ensure that your Solar System maintains connectivity so that we can provide the Agent Services to you.

SA9. If you have agreed to purchase Origin's Smart Meter Solution, you acknowledge that you must be an Origin electricity customer at the Supply Address for us to provide the Agent Services to you.

SA10. You must respond to all communications from us relating to the Agent Services in a timely and prompt manner to ensure we can comply with our obligations.

SA11. If your Solar System is not capable of remote disconnection and reconnection for a continuous period of seven (7) Business Days due to any act or omission of you or any third party, then we will report any such connectivity issues to the Technical Regulator.

SA12. You must notify us immediately if there is a change to the owner or operator of the Solar System. Following any such notification, we will notify the Technical Regulator of this change.

SA13. You must notify us and seek our prior consent if you intend to replace your Inverter.

SA14. You must not do anything, omit to do anything or allow anyone else to do anything (to the extent it is within your control) that would prevent us from providing the Agent Services. This includes modifying or replacing equipment connected to the Solar System that may restrict our ability to provide the Agent Services (for example removing or disconnecting the switchdin node (if installed)).

SA15. You must maintain your Solar System in accordance with installer instructions and always use a Clean Energy Council accredited installer for any repairs that may need to be carried out.

Agent Services

SA16. We will maintain our registration with the Technical Regulator to ensure we can lawfully perform the Agent Services.

SA17. We will activate the remote disconnection and reconnection capability of your Solar System on your behalf when legally directed to do so.

SA18. Where we have received a lawful direction, we will activate the remote disconnect and reconnect capability in respect of your Solar System in accordance with the direction received.

SA19. We will notify you within a reasonable period of time following our compliance with any legal direction to activate the remote disconnection or reconnection of your Solar System.

SA20. 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 or resetting the internet modem).

SA21. We will provide you with at least 30 days prior notice of any changes to our Agent Services including any change to the Annual Service Fee. You can elect to end this Agreement under clause SA26 if you opt out of any proposed changes to the Agent Services following notification.

Privacy

SA22. We may collect, use, hold and disclose your personal information and metering information in order to provide you with the Agent Services and your consumption of electricity at the Supply Address. We will comply with the requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth).

SA23. We may disclose your personal and metering information to our Related Bodies Corporate, our agents and service providers (such as mail houses, data processors, IT support services and debt collectors), your distributor, relevant government authorities and regulators, other energy retailers and, in certain circumstances, a credit reporting agency. Where possible, we'll collect this information from you. Our detailed privacy statements are available at originenergy.com.au/privacy.

SA24. You agree that we may be required to respond to information requests from the Technical Regulator, Australian Energy Market Operator or other party. Such requests may require us to report on our performance and compliance with any lawful direction received in relation to the Agent Services.

Term and Termination

SA25. We will provide the Agent Services to you from the Commencement Date for a period of 12 months. After the expiry of this initial period, this Agreement will automatically renew each year for a further 12 months unless this Agreement ends in accordance with clause SA26.

SA26. We will cease providing the Agent Services to you if you give us notice that:

(a) You are no longer the owner or operator of the Solar System;

(b) You no longer wish for Origin to provide the Agent Services; or

(c) You have a Smart Meter Solution installed and you cease to be an Origin electricity customer at the Supply Address.

SA27. We may cease providing the Agent Services to you on the provision of five (5) Business Days' notice if you:

(a) Switch off the Solar System for a continuous period of greater than five (5) Business Days;

(b) Install an additional solar system at the Supply Address without prior notification to us; or

(c) Commit a material breach of these terms and conditions which in our reasonable opinion is not capable of being remedied.

Definitions

Agent Services means the services as described in clauses 14 – 18 (inclusive).

Annual Service Fee is the annual service amount as notified to you by Origin and is the yearly fee payable by you in consideration of the Agent Services being provided to you following the expiry of the initial 12 month period of this Agreement.

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.

Commencement Date means the date agreed between you and us upon which we commence providing the Agent Services to you.

Related Bodies Corporate has the meaning given to that term in the Corporations Act 2001 (Cth).

Inverter means the inverter we install at your Supply Address to measure the electricity generated by the Solar System.

Smart Meter Solution means the selected Agent Services solution utilising a Smart Meter for the remote disconnection and reconnection capability of your Solar System.

Solar Details Section means the details section which forms part of your contract for your Solar System purchase.

Solar System means the electricity solar panels, Inverter, meter, cables and other equipment we sell you and install at your Supply Address.

Supply Address means the address in the “Details Section” of the contracts for your Solar System purchase and retail electricity supply.

Technical Regulator means the Office of the Technical Regulator responsible for the electrical, gas and plumbing safety and technical regulation in South Australia.

‘Origin’, ‘We’, ‘Us’ and ‘Our’ has the meaning given under section 23 (Definitions) of your Business Solar Customer Contract.

You (or 'your') means the person named as the Customer in the Solar Details Section and includes a person authorised by you unless otherwise specified in this Contract.