

D) Local Power buying group terms and conditions for BG#5:

1. Purchase of PV Solar System

- 1.1 On payment of the deposit payment, you agree to purchase your selected PV Solar system subject to these terms and conditions
- 1.2 You have read the buying group offer, worked through the checklist and understand the assumptions listed to achieve the prices as quoted.
- 1.3 You agree to engage Local Power to carry out a site inspection to confirm whether your home is a standard installation.
- 1.4 Local Power will arrange the ordering of your components and the installation of your system for the quoted buying group price if:
 - 1.4.1 it is technically feasible as a standard installation, or you agree and pay for any additional costs for a non-standard installation.
 - 1.4.2 you are eligible for Solar Credits and the REC price stays at or above \$37
 - 1.4.3. you agree to accurately provide all the required information for Solar Credits and network connection to Local Power by the closing date for participation in the buying group, for the order to be considered valid.
 - 1.4.4 you agree to sign the Solar Credits (REC) forms when requested by Local Power in a timely manner and return them within 3 days of them being emailed to you.
 - 1.4.5 your meterbox & switchboard comply with the Electrical Safety regulations, are in good condition and include safety switches
- 1.5 Local Power will purchase on your behalf PV Solar components which meet all relevant Australian and international standards.
- 1.6 Local Power has arranged on your behalf the installation of your PV Solar system through Clean Energy Council accredited PV Solar Designers/Installers and licensed electricians, according to the relevant Australian and international standards.
- 1.7 Local Power will prepare on your behalf, based on the information you provide and in conjunction with the installer, the network connection and Solar Credits (REC) forms ready for you to sign.
- 1.8 You warrant that you are eligible for the Solar Credits incentive which includes:
 - 1.8.1 at the time the PV system is installed at the eligible premises, there is no pre-approval or funding agreement in force in respect of the system under the Solar Homes and Communities Plan (SHCP), the Renewable Remote Power Generation (RRPGP), or the National Solar Schools Program (NSSP) and no financial assistance has been provided in respect of the PV system under the SHCP, the RRPGP or the NSSP.
 - 1.8.2 at the time the PV system is installed at the eligible premises, financial assistance under the SHCP, the Photovoltaic Rebate Programme (PVRP), the RRPGP or the NSSP has not been approved or provided in respect of any other PV system at the eligible premises

2. Payment

- 2.1 Payment of the deposit payment is required, as cleared funds in the bank account as specified by Local Power, by the closing date for participation in the buying group for the order to be considered valid.
- 2.2 Before the site inspection you are entitled to withdraw from the buying group for any reason and Local Power will refund your deposit payment less a \$22 cancellation fee.
- 2.3 After the site inspection and before you accept the confirmed pricing, you are entitled to withdraw from the buying group for any reason and Local Power will refund your deposit payment less an \$88 inspection fee.
- 2.4 **Once you confirm the pricing is acceptable, the full deposit payment becomes non-refundable.** At that time, Local Power will order your components and is required to pay a deposit to the suppliers to secure the components at a good price.
- 2.5 You agree to pay Local Power the balance payment (the remainder of the total payment) in the week prior to the day of installation as cleared funds in the bank account as specified by Local Power. If the balance payment is not forthcoming, the entire deposit payment will be forfeited.

2.6 You are asking Local Power to receive the funds from Solar Credits as part payment for your system. The Solar Credits will be paid directly to Local Power. If the Office of Renewable Energy Regulator (<http://www.orer.gov.au>) determines you are not eligible for Solar Credits, and therefore Local Power is unable to receive the Solar Credits as part payment, you will be liable to Local Power for the amount of the Solar Credits.

2.7 If you are not eligible for Solar Credits, or do not wish to access the Solar Credits incentive (i.e. you want to keep your RECs) the balance of the system cost is due before installation.

2.8 You acknowledge that if you breach any of the conditions of the Solar Credits incentive, you may be liable to the Office of Renewable Energy Regulator (<http://www.orer.gov.au>). You acknowledge that Local Power will have no responsibility to you if this occurs.

2.9 Local Power is attempting to lock in the REC price for members after the inspection, otherwise Local Power will arrange for participants the sale of RECs (for Solar Credits) at the REC price available at the time of your installation.

2.10 the "REC price" is the published spot "REC assignment price" payable by REC brokers for the right to create RECs from your system. For an example of the current REC price which brokers are paying please check here (<http://www.greenenergytrading.com.au/rec-prices.html>)

2.11 All pricing quoted include GST.

3. Authority of access to property

3.1 You warrant you are the property owner of the installation address stated in your order.

3.2. You authorise Local Power (it's contractors, employees and installers) to have access to the property at times it reasonably requires. This access may include, but is not limited to, site inspections, the signing of required paperwork, the delivery and installation of the PV Solar system, and connection to the grid.

3.3 You will co-operate as fully as possible to enable site inspections at the earliest possible time convenient to Local Power.

3.4 You will co-operate as fully as possible to enable the installation at the earliest possible time convenient to Local Power.

4. Termination

4.1 Local Power may terminate this agreement with you if either:

4.1.1 you do not abide by the terms and conditions.

4.1.2 there are delays in the buying group process causing supplier pricing to increase. A refund under clauses 2.2 and 2.3 will apply.

4.1.3 Local Power has not obtained the minimum of 50 homes to participate in the buying group. A refund under clauses 2.2 and 2.3 will apply.

4.1.4 Local Power close the buying group early as it has received more than 100 homes applying. A refund under clause 2.2 will apply.

4.1.5 You are not in the Brisbane metropolitan area (as defined by Local Power). A refund under clause 2.2 will apply.

4.2. You may terminate this agreement before installation if either:

4.2.1 your home does not qualify as a standard installation and you aren't willing to pay additional costs for a non-standard installation. A refund under clause 2.3 will apply.

4.2.2 at the time of your inspection, if the REC prices drops below \$37 and you aren't willing to pay the additional price. A refund under clause 2.3 will apply.

5. Liabilities and Risk

5.1 The ownership and insurance risk of the PV solar system passes to you upon installation at your stated address. Local Power suggests you check with your insurance company as to their requirements to ensure adequate coverage of your PV solar system on your policy.

5.2 You acknowledge Local Power accepts no liability or responsibility for your Solar Credits incentive as administered by the Office of Renewable Energy Regulator (<http://www.orer.gov.au>).

5.3 Local Power accepts no responsibility for any damage or loss caused by the installer and you indemnify Local Power for any damage or loss you may incur. Local Power will work with you and the installer to rectify any damage to your property caused by the installer, provided that you notify Local Power within 30 days of installation.

5.4 Local Power accepts no responsibility for any radio frequency interference due to any site specific circumstances of the installation of the PV Solar System.

5.5 You acknowledge that Local Power will not be responsible for old & brittle roofing tiles that crack

during installation.

5.6 Local Power accepts no responsibility for any additional costs charged by your electricity retailer for Energex to hang the new meter. Local Power understands that Energex currently does not charge the electricity retailers for this service, but reserves the right to do so.

6. Product Warranties

6.1 The components are warranted as per the various manufacturers warranties. The solar panels have manufacturers warranty of 12 months and a limited performance warranty of 25 years. The inverters have a warranty of 5 years, and an optional fee will extend the warranty for the Xantrex inverters from 5 years to 10 years. The mounting frames have a warranty of 10 years.

6.2. The installation workmanship warranty is 5 years from the date of installation. After 1 year you are responsible for any costs in removing and returning any components under their respective warranties.

6.3 Local Power does not guarantee any particular level of performance of the PV Solar system. The performance is subject to a number of local factors including the roof orientation and pitch, the number of hours of direct sunlight, cloud cover and shading from building structures and trees, some of which will change over time.

7. Privacy Policy

7.1 You agree to provide Local Power with whatever personal information is required for the efficient functioning of the buying group on your behalf, in particular for the accurate completion of the paperwork for the Solar Credits incentive (selling of your RECs) and network connection to the grid.

7.2. Local Power will provide your information to its contractors, employees and installers only so far as to effectively perform their role.

7.3 Local Power will provide your information on your behalf to the relevant bodies for the processing of the Solar Credits incentive (selling of your RECs), connecting your PV Solar system to the grid and if asked your electricity retailer.

7.4 You may access the personal information we have collected from you with a request in writing.

7.5 Unless otherwise agreed with you, Local Power will not provide your personal information to any third parties other than those mentioned above.

7.6 Local Power will not sell your personal information in any circumstances.

I have read and understood the Local Power buying group terms and conditions and accept them in full.

I am eligible for the Solar Credits incentive and have not previously received an SHCP/PVRP rebate, nor pre-approval for an SHCP rebate, nor Solar Credits at the premises.

I have read the buying group offer, worked through the checklist and understand the assumptions listed to achieve the prices as quoted.

Name: (premises owner)

Email address:

Address:

Postcode:

Signature: Date:/...../ 2010