

## **INFORMATION REQUIRED IN NEXT STAGE OF APPLICATION**

At a later stage of the application, the following information will also be required:

1. A copy of the Operation Procedure for the renewable energy system
2. Major equipment information (e.g. technical specifications of any solar PV panels, inverter, or wind turbines, if applicable)
3. A copy of the Testing and Commissioning Report for the renewable energy system
4. A copy of the signed Work Completion Certificate (Form WR1)
5. A copy of the receipt issued by EMSD evidencing payment for Registration of Generating Facility if the renewable energy system is required to be registered under Cap.406 of the Laws of Hong Kong
6. A completed FIT Project Cost Form setting out the actual project cost breakdown for major components and installation works of the renewable energy system

The success of this application is subject to, among other things, our satisfaction that the information provided in respect of the renewable energy system complies with the Safety and Technical Requirements listed in the Feed-in Tariff Scheme Terms and Conditions. If your application is not completed within the applicable validity period as defined in Section 5.5 of the Feed-in Tariff Scheme Terms and Conditions, the application will automatically terminate. If you still wish to participate in the FIT Scheme, you will be required to submit a new Application.

## **IMPORTANT NOTES**

### **1. ELIGIBILITY**

Non-governmental body corporates and individuals are welcome to apply to participate in the FIT Scheme. If you do not currently hold a CLP electricity supply account for the supply address, you will need to apply for an electricity supply account prior to making a FIT Scheme application. Your FIT Scheme application will only be processed when you are registered as a CLP electricity supply account holder at the location where the renewable energy system is, or will be, installed.

In addition, your application is also subject to the capacity of the CLP power network to connect with your renewable energy system, which depends on a number of factors including the design and capacity of the renewable energy system, the capacity of the existing supply connection and the aggregate number of other renewable energy systems connected to the CLP power network in nearby areas. If the capacity of your renewable energy system is larger than 200kW, a more detailed technical assessment will be required.

### **2. REMINDER**

It is your responsibility to obtain the premises owner's consent to install the renewable energy system if you are not the owner of the premises.

You are also fully responsible for ensuring that the design, installation, operation and maintenance of your renewable energy system at all times comply with all applicable laws, regulations, guidelines and safety and technical requirements. You are reminded that any submissions required to be made to the government in connection with the renewable energy system should be submitted in a timely manner.

Please also be reminded to ensure a valid consent from contractor / engineering contact and emergency contact person for transferring the contact information to CLP. It is your responsibility to keep the update contact information (applicant, contractor / engineering contact and emergency contact person) with CLP from time to time.

### **3. SUBMISSION OF APPLICATION**

Please complete the electronic application form on the CLP website or CLP App and upload required documents.

### **4. ENQUIRY AND PROGRESS TRACKING**

For enquiries regarding the status of your application, you may contact your account manager or telephone us on 2678 0322.

## 5. PERSONAL INFORMATION COLLECTION STATEMENT

CLP is committed to protecting your privacy. Set out below is information about the way we collect and use your personal data.

### Personal Data We Hold

Personal data held by CLP includes information such as your name and address which is collected from you directly, and other information such as detailed electricity generation data and payment records that is gathered during the course of your dealings with CLP.

### Purpose of Collection

CLP may use the personal data held by us for the purpose of processing your application, purchasing electricity from you, and any directly related purposes. CLP may also use such personal data to:

- Supply you with services, facilities and goods
- Respond to and follow up on your enquiries
- Conduct customer surveys
- Conduct research and perform statistical analysis
- Notify you of changes to our services that may affect you
- Develop new products and services
- Process billing, payments and sales orders
- Conduct direct marketing activities (including making appeals for non-profit organisations that may or may not be related to CLP)
- Meet regulatory requirements

In the absence of your personal data, we may not be able to process your application or provide you with services, facilities, or goods you require.

### Transfer of Personal Data

CLP may, for any of the purposes stated above, transfer any of your personal data to the following third parties:

- Related CLP companies, including subsidiaries and affiliated companies within the CLP Group in Hong Kong
- Service providers (including service providers outside Hong Kong) engaged by CLP for any of the purposes stated above
- Other entities (including entities outside Hong Kong) for the purposes of conducting research and preparing statistics relating to any of the purposes stated above
- The Government of the Hong Kong Special Administrative Region

As requested by the Electrical and Mechanical Services Department (“EMSD”), EMSD may, on behalf of the Government of the Hong Kong Special Administrative Region and for the purpose of ensuring compliance of the relevant laws, regulations and guidelines by all participants of the FiT Scheme, receive a copy of the materials submitted to or collected or issued by CLP during the course of your application to participate in the FiT Scheme. The materials may also be used by other government and regulatory authorities for the purpose of ensuring compliance of the applicable laws, regulations and guidelines.

CLP will disclose your personal data when required to do so by law or in response to requests from law enforcement agencies or other government and regulatory authorities.

### Access and Correction of Personal Data

You have the right to request access to, and the correction of, your personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance (Cap. 486). Requests for access and correction should be made by email addressed to our Data Protection Officer at [csd@clp.com.hk](mailto:csd@clp.com.hk) or by letter, addressed to:

CLP Power Hong Kong Limited  
Data Protection Officer  
13/F, 6 On Lai Street  
Shatin, NT  
Hong Kong

### Privacy Policy Statement

You can find out more about CLP's policies on privacy and personal data protection by accessing our privacy policy statement available on the CLP website at <https://www.clp.com.hk/en/privacy-policy>.

Unless specified otherwise, references to “**CLP**” shall mean CLP Power Hong Kong Limited and the “**CLP Group**” shall mean CLP Holdings Limited, its subsidiaries and affiliates.

CLP Power Hong Kong Limited  
A member of the CLP Group

## Feed-in Tariff Scheme Terms and Conditions

### 1. Application and eligibility for participation

1.1 We will conduct a preliminary assessment of your eligibility to participate in our Feed-in Tariff Scheme when we receive from you a duly completed FiT Application Form and all of the following documents and materials that are to our reasonable satisfaction:

- (A) preliminary information of the RE Systems (together with a single-line electrical diagram);
- (B) a preliminary layout plan of the RE Systems clearly marked on an aerial photograph of the proposed location(s) for installation of the RE Systems and the FiT Meter;
- (C) a duly completed and signed consent form of electrical installation works (if applicable); and
- (D) a video showing the independent staircase/ access route leading to the RE Systems and the FiT Meter (if applicable),

(together, the “**Preliminary Supporting Documents**”).

You will be able to find further explanations and samples of the Preliminary Supporting Documents on our website.

1.2 You are only eligible to participate in our FiT Scheme if all of the following conditions are satisfied:

- (A) your name is registered as a holder of a CLP electricity supply account (“**CLP Account**”);
- (B) the RE Systems are located within the area covered by the CLP Account (“**Registered Address**”);
- (C) the RE Systems at the Registered Address have an aggregate generation capacity of up to 1MW; and
- (D) the RE Systems can be connected to the Network without requiring any increase in capacity or reinforcement of the Network.

1.3 We will issue you an Acknowledgement Letter setting out, amongst other things, the provisional FiT rate, subject to our satisfaction that you are eligible to participate in our FiT Scheme.

1.4 At a later stage of the application, upon our request, you shall also submit to our reasonable satisfaction further information within the prescribed timeframe detailed on our website at the time the FiT Application Form is submitted. Information we will require from you includes (but not limited to):

- (A) a copy of the Operation Procedure for the RE Systems; and

(B) a copy of the Testing and Commissioning Report for the RE Systems.

1.5 All RE Systems installed on the same Premises at a Registered Address will be treated as one RE System. Whether a RE System is considered as being installed on the same or different Premises and therefore treated as one RE System or separate RE Systems will be solely determined by us. For your reference, a RE System installed at a rooftop of a separate building at the same Registered Address will generally be treated as a separate RE System.

1.6 The stamped postal date is deemed to be the date we receive the relevant document if it is submitted by post.

## **2. Completion Letter**

2.1 We will issue you a Completion Letter setting out, amongst other things, details of the RE Systems and the FiT Rate, subject to our satisfaction that the information provided by you evidences compliance with all relevant Safety and Technical Requirements.

## **3. FiT Scheme participation agreement**

3.1 These terms and conditions (including the Appendix) as revised by CLP from time to time in accordance with section 9.8, together with the Application and the Completion Letter, constitute the FiT Scheme participation agreement ("**Agreement**").

3.2 In the event of any inconsistency between the documents comprising the Agreement, the documents shall be interpreted by reference to the following order of precedence:

(A) the Completion Letter shall prevail over any other document forming the Agreement; and

(B) subject to section 3.2(A), these terms and conditions shall prevail over any other document forming the Agreement.

3.3 The Agreement will take effect from the commencement date stated in the Completion Letter until 31 December 2033 (both dates inclusive), subject to any earlier termination in accordance with the Agreement.

## **4. Your key involvement in the Agreement**

4.1 You are fully responsible for ensuring that the design, installation, operation and maintenance of the RE Systems at all times comply with the Safety and Technical Requirements.

4.2 Any electricity you sell to us must be generated by the RE Systems directly from Natural and Renewable Resources.

## 5. **FiT payments**

- 5.1 Subject to section 4, you shall sell to us at the FiT Rate all electricity generated from the RE Systems together with all the associated rights and benefits, including the Environmental Attributes.
- 5.2 You shall not, and must procure that your affiliates do not, make any statements to any person suggesting that any electricity supplied to the Premises is supplied by the RE Systems, nor shall you claim any emissions reduction benefits that may arise from the installation of, or the generation of electricity by, the RE Systems.
- 5.3 We agree to purchase all the electricity generated from the RE Systems and the associated rights and benefits including the Environmental Attributes for the duration of the Agreement at the FiT Rate. For the avoidance of doubt, you are required to pay for the gross demand and energy consumption on the Premises at the prevailing tariff rates as billed to your CLP Account regardless of whether the energy consumed is generated by the RE Systems.
- 5.4 The FiT Rate will be fixed for the duration of the Agreement unless it is superseded by a new rate in accordance with section 5.8(C) due to an increase in the capacity of any RE System.
- 5.5 The applicable prevailing rate published on our website at the date we receive the last of the FiT Application Form and the Preliminary Supporting Documents ("**Provisional FiT rate Date**") is your provisional FiT rate for a validity period. The validity period is 9 months from (and including) the date of the Acknowledgement Letter if the RE System (or in the case of an increase in generation capacity, the Additional RE System) has a generation capacity of 10kW or below and 12 months from (and including) the date of the Acknowledgement Letter if the RE System (or in the case of an increase in generation capacity, the Additional RE System) has a generation capacity greater than 10kW ("**Validity Period**").
- 5.6 Subject to sections 5.7 and 5.8, the FiT Rate will be the same as the provisional FiT rate described in section 5.5.
- 5.7 If you are a new registered holder of the CLP Account for a Registered Address with existing RE Systems, you must submit a new Application. We may at our discretion agree that the FiT Rate applicable to the existing RE Systems under the previous FiT Scheme agreement will remain the same, provided that no modification has been made to the specifications of the existing RE Systems.
- 5.8 You may apply for an increase in the generation capacity of any RE Systems by submitting a new Application. The new FiT Rate which will be determined in accordance with this section 5.8 below will apply from the commencement date stated in the new Completion Letter:

### *Separate RE Systems*

- (A) If the RE System with the additional capacity ("**Additional RE System**") is treated by us as a separate RE System, the FiT Rate of the existing RE Systems will remain the same while the new provisional FiT rate and the new FiT Rate for the Additional RE

System will be determined in accordance with sections 5.5 and 5.6 by reference only to the generation capacity of the Additional RE System.

*One RE System*

*Additional FiT Meter*

- (B) If the Additional RE System together with any existing RE System is treated by us as one RE System (“**New RE System**”) and an additional FiT Meter capable of separately measuring the electricity generated by the Additional RE System is installed, the FiT Rate of the existing RE System that is deemed part of the New RE System will remain the same while the new provisional FiT rate and the new FiT Rate for the Additional RE System will be the prevailing FiT rate, determined in accordance with sections 5.5 and 5.6 applicable to the total generation capacity of the New RE System.

*No additional FiT Meter*

- (C) If the Additional RE System together with any existing RE System is treated by us as one RE System but no additional FiT Meter capable of separately measuring the electricity generated by the Additional RE System is installed, a new provisional FiT rate and new FiT Rate will be determined in accordance with sections 5.5 and 5.6 for the New RE System as a whole.

The new provisional FiT rate and new FiT rate for the New RE System will be determined on a pro-rata basis by reference to the aggregate generation capacity of the existing RE system that is considered as part of the New RE System and the generation capacity of the Additional RE System.

- 5.9 For the avoidance of doubt, any reduction of generation capacity of any or all of the RE Systems will not affect your FiT Rate.
- 5.10 The application process will terminate automatically if any of the information required under section 1.4 is not submitted within the applicable prescribed timeframe or if a Completion Letter is not issued within the relevant Validity Period.
- 5.11 The electricity output during the billing period (2-month billing cycle for residential customers, 1-month billing cycle for other customers) will be multiplied by your corresponding FiT Rates to determine the payment from us to you for electricity generated by the RE Systems.
- 5.12 FiT payments will be reflected as credits in your electricity bills to offset your charges.
- 5.13 You shall allow us to check the RE Systems and the FiT Meter for electricity output measurement upon request by us with advance notice to you.
- 5.14 When you have been underpaid or overpaid under the FiT Scheme as a result of:
- (A) incorrect reading of a meter;

- (B) incorrect application of a meter multiplying constant;
- (C) connection of a meter to unmatched equipment; or
- (D) cross-connection by us of equipment relating to different electricity accounts,

or in the event that we suffer a loss due to:

- (E) malfunction of all or any part of a meter or its associated equipment;
- (F) cross-connection other than by us of equipment relating to different electricity accounts;
- (G) disconnection, incorrect connection or non-connection of, or any unauthorised interference with, any or any part of a meter or its associated equipment; or
- (H) any artificial means that causes an alteration of the register or indicator of any meter or prevents any meter from duly registering the quantity of electricity generated from the RE Systems,

we will, on the basis of our records, available technical evidence, your electricity output history and other relevant circumstances, make retrospective adjustments to the amounts shown in our records in respect of the electricity output to such extent and for such period as may be reasonably determined by us to be necessary to rectify such under or over payment under the FiT Scheme or recover loss suffered by us. The adjustment made, if any, according to this section 5.14 will be final and binding on you.

## **6. Metering**

- 6.1 To determine the amount of the electricity generated by the RE Systems and the amount of electricity consumed at the Registered Address, a metering system modification including the installation of a FiT Meter will be carried out by us. Subject to section 5.14, the register or indicator of the FiT Meter will determine the amount of electricity generated by the RE Systems for the purpose of FiT payment calculation.
- 6.2 You accept that the register or indicator of the FiT Meter may operate within permissible limits as stipulated in the Supply Rules and when the FiT Meter operates within these permissible limits no adjustment of any FiT payment will be made. You may request an accuracy test of a meter to be carried out by us. We may charge for this service if the meter is found to operate within the permissible limits.
- 6.3 You shall provide, free of cost to us, suitable accommodation at a location mutually agreed between you and us to house the FiT Meter. Adequate space and lighting shall be provided for the installation, testing, operation and maintenance of the FiT Meter. You shall give us safe and unrestricted access to the FiT Meter provided that reasonable notice has been given to you. Please refer to the Feed-in Tariff Scheme Standard Metering Requirements for more detailed meter installation requirements.

## **7. Suspension and termination**

7.1 You may terminate the Agreement at any time by giving us 90 days' prior written notice.

7.2 We may by giving written notice to you:

- (A) terminate this Agreement;
- (B) suspend our purchase of electricity generated from the RE Systems and withhold FiT payments to you; or
- (C) recover from you any FiT payments provided to you under this Agreement,

if:

- (D) you breach any material term of the Agreement, which shall include, for the avoidance of doubt, any fraudulent acts or omissions by you under the Agreement or a breach of your obligations under section 4.2, 5.2, 5.3 or 5.13, or Appendix I section 2.1 or 2.7 of the Agreement; For the purpose of this section 7.2 (D), metering data obtained from the FiT Meter indicating (a) electricity generated from the RE System and (b) a voltage of over 242V for a single - phase RE System or over 418V for a three - phase RE System shall be considered conclusive evidence of a breach of the technical requirement to disconnect the RE System when the voltage exceeds the prescribed level and therefore a breach of Appendix I section 2.1 of the Agreement;
- (E) you cease to satisfy any of the conditions set out in section 1.2;
- (F) a period of 12 months has lapsed after the disconnection of the RE Systems by us in accordance with section 3.1(F) of Appendix I; or
- (G) you become bankrupt (if an individual) or insolvent or an application or recommendation is made for your winding up or liquidation (if a body corporate).

7.3 The Agreement shall terminate if the arrangements for the supply of electricity by us to you at the Registered Address are terminated.

7.4 After termination or expiry of the Agreement, we may disconnect the RE Systems from the Network. Upon request by us with advance notice to you, you shall allow us safe and unrestricted access to dismantle and remove any FiT Meters on a mutually agreed date.

7.5 The termination or expiry of the Agreement shall not relieve us or you of our respective liabilities for any breach occurring prior to the time of the termination or expiry or your obligations under section 7.4.



## 8. Limitations of liability

8.1 Except where required by law, without limitation to sections 8.2 and 8.3, we shall not be liable to you under statute, contract, tort or otherwise for:

- (A) any liability to any third party;
- (B) any indirect or consequential loss or special loss or damage;
- (C) any loss of profit, revenue or data;
- (D) any loss, damage, cost or liability in connection with your failure to ensure compliance with applicable laws, regulations or guidelines; or
- (E) any loss, damage, cost or liability which was outside the contemplation of us and you when the Agreement was made,

due to any act or omission under or in connection with the Agreement.

8.2 Except where required by law, we shall not be liable to you for any loss or damage which arises out of a refusal to connect or a disconnection of any RE System or any supply of electricity by us.

8.3 Except where required by law, we will not be liable to you for any loss or damage more than HK\$2 million or the specific amount referred to in the limitation of liability provisions in the Supply Rules (whichever is the higher) in respect of any loss, damage, cost or liability arising from an event or incident or a series of events or incidents which have the same or substantially the same cause. The limitations under this section 8.3 also apply to you if the total generation capacity of the RE Systems is at or below 200kW.

8.4 The limitations in sections 8.1, 8.2 and 8.3 do not apply to claims arising from death or personal injury.

## 9. General

9.1 **(Assignment)** No party may assign the Agreement to a third party except with the prior written consent of the other party. The Agreement shall be binding on the parties and their respective successors and assigns.

9.2 **(Subcontracting)** To the extent that you sub-contract any of your obligations under the Agreement you shall remain liable for the obligations and liabilities arising under or in relation to the Agreement and shall be liable for the acts or omissions of your sub-contractors.

9.3 **(Set off)** We may apply any amounts whatsoever then due and payable by us to you in satisfaction of any amounts whatsoever then due and payable by you to us under the Agreement.

- 9.4 **(Variation and waiver)** We may amend the Agreement at any time by written notice to you, provided that no such amendment contravenes applicable laws. A provision of the Agreement, or right, power or remedy created under it, may not be waived except in writing.
- 9.5 **(Governing law and jurisdiction)** The Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong SAR.
- 9.6 **(Third Party Rights)** No term of the Agreement is enforceable under Hong Kong law by a person that is not a party to the Agreement (including by way of any exercise or purported exercise of any statutory rights available to such third party under the Contracts (Rights of Third Parties) Ordinance).
- 9.7 **(Electricity Supply)** Any supply of electricity by us to you at the Premises shall be governed by arrangements which are separate from or in addition to the terms and conditions of the Agreement.
- 9.8 **(CLP's right to revise these terms and conditions)** We may revise these terms and conditions from time to time. Notice of any revision will be given by publishing the revised terms and conditions on our website. Any such revision will replace all previously published terms and conditions and will take effect from the date the revision is published (or such later date specified in the revision).

## 10. Definitions and interpretation

**"Acknowledgement Letter"** means a letter we send to you after we received from you a duly completed FiT Application Form and the Preliminary Supporting Documents if we are satisfied that you are eligible to participate in our FiT Scheme;

**"Additional RE System"** has the meaning given in section 5.8(A);

**"Agreement"** has the meaning given in section 3.1;

**"Application"** means the FiT Application Form together with all the documents reasonably requested by us for your application to participate in the FiT Scheme;

**"CLP, us, our, ours and we"** means CLP Power Hong Kong Limited;

**"CLP Account"** has the meaning given in section 1.2(A);

**"Completion Letter"** means a letter or letters confirming details of the RE Systems, the applicable FiT Rate and any other terms that we send to you upon the completion of installation of the RE Systems if your application to participate in the FiT Scheme is approved;

**"Environmental Attributes"** means the rights to claim all greenhouse gas and other pollutant emissions reduction benefits, including carbon dioxide (CO<sub>2</sub>) reduction benefits, associated with the unit of renewable electricity when it was generated;

“**FiT**” means Feed-in Tariff;

“**FiT Application Form**” means a prescribed Feed-in Tariff Scheme Application Form;

“**FiT Meter**” means the meter or meters together with all accessories installed by us to determine the amount of electricity generated by the RE Systems;

“**FiT Rate**” means the FiT rate or rates stated in the relevant Completion Letter;

“**Feed-in Tariff Scheme or FiT Scheme**” refers to our Feed-in Tariff Scheme set out under the Scheme of Control Agreement;

“**Government**” means the Government of the Hong Kong Special Administrative Region;

“**Natural and Renewable Resources**” are the natural resources which are secure and inexhaustible, and can be replenished without actions of mankind;

“**Network**” means the power network owned by us;

“**New RE System**” has the meaning given in section 5.8(B);

“**Preliminary Supporting Documents**” has the meaning given in section 1.1;

“**Premises**” means any land, property or building located at the Registered Address;

“**Provisional FiT rate Date**” has the meaning given in section 5.5;

“**Registered Address**” has the meaning given in section 1.2(B);

“**Renewable Energy System or RE System**” means the renewable energy generating system installed (including any equipment that is not provided by us connecting the renewable energy generating system to the Network) on a Premises;

“**Renewable Energy Systems or RE Systems**” means the collection of all renewable energy generating systems installed at the Registered Address;

“**Safety and Technical Requirements**” means the safety and technical requirements listed in section 2.1 of Appendix I;

“**Scheme of Control Agreement**” means the Scheme of Control Agreement, dated 25<sup>th</sup> April 2017 and expiring 31<sup>st</sup> December 2033 entered into by the Government and us;

“**Supply Rules**” means the Supply Rules published by us as amended, revised or re-issued by us from time to time on our website;

“**you and/or your**” means the person (or persons) who enters into the Agreement with us, as stated in the Application; and

**“Validity Period”** has the meaning given in section 5.5.

References to any laws, ordinances, regulations, guidelines, standards and recommendations include a reference to the same as amended, modified, added to or re-enacted.

## Appendix I

### Grid Connection

#### 1. Connection

- 1.1 We will assess the capability of the Network in accepting the connection of the RE Systems based on a number of factors including: (a) the design and capacity of the RE Systems; (b) the capacity of existing supply connections to the Network; (c) the number of other RE systems already connected to the Network in the nearby areas; and (d) certain additional factors if the capacity of the RE Systems is greater than 200kW.

#### 2. Grid connection requirements

- 2.1 You are fully responsible for ensuring that the design, installation, operation and maintenance of the RE Systems at all times complies with:

- (A) the Technical Guidelines on Grid Connection of Renewable Energy Power Systems and Guidance Notes for Solar Photovoltaic (PV) System Installation, both issued by the Electrical and Mechanical Services Department and any other such applicable codes of practice and guidelines issued by the Government;
- (B) the technical guidelines and recommendations issued by the manufacturer of the RE Systems; and
- (C) the technical requirements that may be issued by us from time to time, including:
  - (i) Technical Design Notes for Grid Connection of Small Renewable Energy Systems; and
  - (ii) Feed-in Tariff Scheme Standard Metering Requirements.

(together, the “**Safety and Technical Requirements**”).

- 2.2 You are required to submit the relevant information including design information, Operation Procedure, Testing and Commissioning Report of the RE Systems as requested by us to our reasonable satisfaction as evidence of the compliance with the Safety and Technical Requirements.
- 2.3 You may be required to conduct such tests as reasonably requested by us from time to time to ensure compliance with the Safety and Technical Requirements. You shall perform such tests to our reasonable satisfaction and as far as practicable within 14 working days of receiving our request and provide the test results to us promptly within 5 working days of performing the tests.
- 2.4 You shall keep the latest record of all inspection results and maintenance works carried out on the RE Systems. You shall make available such records when requested by us.

- 2.5 Even though we may have reviewed or approved the technical information provided by you or checked or witnessed tests performed on the RE Systems, we give no representation or warranty of the adequacy, use, safety or other characteristics of the RE Systems and you are not relieved of your obligations under the Agreement and the obligations of being the owner, operator or user of the RE Systems.
- 2.6 You shall not make any change to the RE Systems (including the capacity of the RE Systems and voltage control/protection settings) without prior written approval from us.
- 2.7 Upon reasonable notice provided to you by us, you shall ensure we have safe and unrestricted access to and allow us to check the RE Systems or any equipment connecting the RE Systems to the Network (including any such equipment provided by us that is located on the Premises) for us to carry out necessary works from time to time.
- 2.8 You shall obtain and maintain all licences, permits and approvals required by applicable laws, from government authorities or third parties which are necessary in order to own and operate the RE Systems.
- 2.9 You shall be responsible for and ensure the accuracy of information of the RE Systems and other information submitted by you to us at all times.
- 2.10 All materials and equipment provided by us will at all times remain the ownership and property of us, and will be so maintained by us for so long as the Agreement is in force.
- 2.11 If the capacity of the RE Systems is greater than 200kW:
- (A) notwithstanding section 2.7, you shall ensure that we have safe and unrestricted access to the switching device of the RE Systems at all times;
  - (B) for safety reasons, you may be required to obtain our prior written approval before conducting any maintenance or other work on the RE Systems; and
  - (C) you shall arrange telemetry schemes in accordance with our requirements based on your individual case.

### **3. Disconnection**

- 3.1 We may disconnect the RE Systems from the Network or any supply of electricity without prior notice to you:
- (A) in the event of an emergency or potential hazard or when we reasonably consider there is an imminent risk if the RE Systems continue to connect to the Network;
  - (B) when you or any other person has tampered with any protective device;
  - (C) when the RE Systems interfere with any of our equipment or equipment belonging to any of our customers;

- (D) when the RE Systems adversely affect the quality of service provided by us to any person;
- (E) when we have reasonable grounds to believe the RE Systems output as registered by the FiT Meter is wilfully altered by abnormal interference or the FiT Meter is subject to interference or tampering;
- (F) when the RE Systems have been inactive for a prolonged period of time and we are not able to ascertain the condition of the RE Systems; or
- (G) in the event of any non-compliance with any provision of this Agreement.