

[Insert Date]

Attn: [Customer Name]
[Position]
[Name of Company/Organisation]
[Address of Individual/Company/Organisation]

Our Ref:

Dear [Mr./Ms.] _____,

Agreement for Connection of a Renewable Energy System at [Address] to CLP’s Power Network

We refer to our recent communication on the above subject between CLP Power Hong Kong Limited and [Customer Name] and we agree for the renewable energy system at [Address]. (the “Premises”) with a total capacity of [___kW] to be connected to the CLP’s power network, subject to the terms of this letter and the enclosed terms and conditions, including the schedules attached to them (collectively, the “Agreement”).

The above definitions shall have the same meaning when used in the enclosed terms and conditions.

You are reminded that you are fully responsible for ensuring that the design, installation, operation, and maintenance of your renewable energy system at all times complies with all applicable laws, regulations, guidelines, and safety and technical requirements.

We have enclosed two duplicated copies of the Agreement for your signature below. Please return one of the signed copies to Director - Asset Management, 6/F, Shamshuipo Centre, 215 Fuk Wa Street, Kowloon.

Should you have any queries regarding the above, please contact our Deputy Director - Network Planning on [2678-xxxx].

By signing and returning this letter you are confirming your agreement to (and entering into a binding legal agreement on) the terms of this letter and the enclosed “Grid Connection Terms and Conditions” (including any schedules attached to them), which shall become effective upon the later of [xxx] (insert date of letter written above) and the date on which you date this letter.

Yours sincerely
For and on behalf of
CLP POWER HONG KONG LIMITED

[Name]
[Position at CLP]

I accept and agree to be bound by this letter and the enclosed terms and conditions (including the schedules attached to them)

Signed for and on behalf of [Company/Organization]

Signature and Company Chop:
Name:
Title/Position:
Date:

Ref :

Grid Connection Terms and Conditions

1. Connection

- 1.1 We will assess the capability of the Network in accepting the connection of the RE System based on a number of factors including: (a) the design and capacity of the RE System; (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 System 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 System at all times complies with:

- (A) the Technical Guidelines on Grid Connection of Renewable Energy Power Systems issued by the Electrical and Mechanical Services Department (“**EMSD**”) 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 System; and
- (C) the technical requirements that may be issued by us from time to time, including the Technical Design Notes for Grid Connection of Small Renewable Energy Systems.

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

- 2.2 You are required to submit the relevant information including design information, operation procedure, testing and commissioning procedure of the RE System 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 System. 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 System, we give no representation or warranty of the adequacy, use, safety or other characteristics of the RE System and you are not relieved of your obligations under the Agreement and the obligations of being the owner, operator or user of the RE System.
- 2.6 You shall not make any change to the RE System (including the capacity of the RE System) 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 System or any equipment connecting the RE System 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 System.
- 2.9 You shall be responsible for and ensure the accuracy of information of the RE System 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 System 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 System 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 System; and
 - (C) you shall arrange telemetry schemes in accordance with our requirements based on your individual case.

3. Excess electricity

- 3.1 Under the circumstances where you cannot fully consume the electricity generated by the RE System, we agree to make reasonable endeavours to accept such unconsumed electricity from the RE System provided the safety and quality of electricity supply that we provide to our other customers are not jeopardised.
- 3.2 Without prejudice to section 4, the acceptance of electricity under section 3.1 does not oblige us to record and pay you for any unconsumed electricity.

4. Disconnection

- 4.1 We may disconnect the RE System 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 System continue to connect to the Network;
 - (B) when you or any other person has tampered with any protective device;
 - (C) when the RE System interfere with any of our equipment or equipment belonging to any of our customers;
 - (D) when the RE System adversely affect the quality of service provided by us to any person;

- (E) when the RE System have been inactive for a prolonged period of time and we are not able to ascertain the condition of the RE System; or
- (F) in the event of any non-compliance with any provision of the Agreement.

5. Termination

- 5.1 You may terminate the Agreement at any time by giving us 90 days' prior written notice.
- 5.2 We may by giving written notice to you terminate the Agreement if:
 - (A) 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;
 - (B) a period of 12 months has lapsed after the disconnection of the RE System by us in accordance with section 4.1(E); or
 - (C) 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).
- 5.3 The Agreement shall terminate if the arrangements for the supply of electricity by us to you at the Premises are terminated.
- 5.4 After termination of the Agreement, we may disconnect the RE System from the Network.
- 5.5 The termination of the Agreement shall not relieve us or you of our respective liabilities for any breach occurring prior to the time of the termination.

6. Limitations of liability

- 6.1 Except where required by law, without limitation to sections 6.2 and 6.3, 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; or
 - (D) 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.
- 6.2 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.
- 6.3 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 6.3 also apply to you if the total generation capacity of the RE System is at or below 200kW.

- 6.4 The limitations in sections 6.1, 6.2 and 6.3 do not apply to claims arising from death or personal injury.

7. General

- 7.1 **(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.
- 7.2 **(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.
- 7.3 **(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.
- 7.4 **(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.
- 7.5 **(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.
- 7.6 **(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).
- 7.7 **(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.
- 7.8 **(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).

8. Definitions and interpretation

“**Agreement**” has the meaning given in the cover letter;

“**CLP, us, our and we**” means CLP Power Hong Kong Limited;

“**EMSD**” has the meaning given in section 2.1;

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

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

“**Premises**” has the meaning given in the cover letter;

“**Renewable Energy System** or **RE System**” means the renewable energy generating system (including any equipment that is not provided by us connecting the renewable energy generating system to the Network) described in Schedule 1 and installed on the Premises;

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

“**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 your**” means the person (or persons) who enters into the Agreement with us; and

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

Schedule 1
Specification of the Renewable Energy System

Description of the RE System

Number & power of the PV Panel/ Wind Turbine	
Number of Inverter	
Inverter Manufacturer	
Type of the Inverter	
Kilowatt Rating (kW)	
Kilovolt-Ampere Rating (kVA)	
Power Factor	
Voltage Rating (V)	
Ampere Rating (A)	
Number of Phases	
Frequency (Hz)	

The RE System comprises ____ nos. x _____W photovoltaic panels, panel/ wind turbine, ____sets x ____kVA grid-tied inverters, and associated control, protection and monitoring system, and is connected to your on-site 220/380V low-voltage electricity supply network. The total output of the RE System is ____ kW.

Description of the Premises and Connecting Points

The photovoltaic panels are installed at the [location] and the grid-connected inverters are installed inside the [location] whose address is [_____].

The connecting points of the PV system to other electrical installation are at the following:

- ____A TPN MCCB of MCCB board “[____]”, which is located at [Room] on [/F] on [Building]
-

The MCCB boards are fed by the main source from CLP infeed.