

[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 [Insert Location] to CLP’s Power Network

We refer to our recent communication on the above subject between CLP Power Hong Kong Limited (the “Company”) and [Insert Customer Name] (the “Customer”), and we agree for the renewable energy system located at [Insert Location] (the “Premises”) with a total capacity of [__ kW] to be connected to the Company’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.

We have enclosed two duplicated copies of the Agreement for your signature below. Please return one of the signed copies to [Name, CLP Address].

Should you have any queries regarding the above, please contact our Deputy Director – Network Planning Mr. _____ 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 “Terms and Conditions for Connection of a Renewable Energy System at 200kW or below to CLP Power Hong Kong Limited’s Power Network” (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,

[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/Organisation]

Name:

[Title/Position:]

Date:

Terms and Conditions for Connection of a Renewable Energy System at 200kW or below to CLP Power Hong Kong Limited's Power Network

1. Definitions & Interpretation

“Network” means the power network owned by the Company.

“RE System” means the renewable energy system installed by the Customer (including any equipment that is not provided by the Company connecting the RE System to the Network) described in Schedule 1. It carries the same meaning as the Renewable Energy Power System (REPS) as defined in the Technical Guidelines on Grid Connection of Renewable Energy Power Systems issued by the Electrical and Mechanical Services Department (EMSD).

“Supply Conditions” means the terms and conditions under which the Company may supply electricity to the Customer (as amended, supplemented or replaced from time to time).

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

2. Electricity Supply

Any supply of electricity by the Company to the Customer at the Premises shall be governed by arrangements which are separate from the terms and conditions of this Agreement.

3. Customer Responsibilities

3.1 The Customer shall be fully responsible for ensuring that the design, installation, operation and maintenance of the RE System at all times comply with:

- (a) the Electricity Ordinance (Cap. 406 of the Laws of Hong Kong) and other applicable laws and regulations;
- (b) the Technical Guidelines on Grid Connection of Renewable Energy Power Systems issued by the EMSD;
- (c) the technical guidelines and recommendations issued by the manufacturer of the RE System; and
- (d) the technical requirements that may be issued by the Company from time to time, (together, the **Technical Requirements**).

3.2 The Customer may be required by the Company to conduct such tests as reasonably requested by the Company from time to time. The Customer shall perform such tests to the reasonable satisfaction of the Company and provide the test results to the Company as evidence of the RE System's compliance with the Technical Requirements.

3.3 The Customer shall keep a record of all inspection results and maintenance works carried out on the RE System. Notwithstanding anything to the contrary contained in the Technical Guidelines on Grid Connection of Renewable Energy Power Systems issued by the EMSD, the Customer shall make available such records when requested by the Company.

3.4 Even though the Company may have reviewed or approved the technical information provided by the Customer or inspected or witnessed any tests performed on the RE System or been aware that the RE System did not comply with the Technical Requirements, the Company gives no representation or warranty for the adequacy, use,

safety or other characteristics of the RE System and the Customer is not relieved of its obligations under this Agreement.

- 3.5 The Customer represents and warrants to the Company that it has provided the Company full and accurate information regarding the RE System.
- 3.6 The Customer shall not make any change to the RE System (including increase the capacity of the RE System) without prior approval from the Company.
- 3.7 Upon reasonable notice provided to the Customer by the Company, the Customer shall allow the Company to inspect and ensure the Company has access to the RE System or any equipment connecting the RE System to the Network (including any such equipment provided by the Company that is located on the Premises).
- 3.8 The Customer shall obtain and maintain all licences, permits and approvals required by applicable laws, from governmental authorities or third parties which are necessary in order to own and operate the RE System for so long as this Agreement is in force.

4. Treatment of Unconsumed Power

The RE System is expected to be only adequate for supplying a portion of the Customer's own electricity demand at the Premises. Under the circumstances where the Customer cannot fully consume the electricity generated by its RE System, the Company agrees to make reasonable endeavours to accept such unconsumed electricity from the RE System provided the safety and quality of electricity supply that the Company provides to its other customers are not jeopardised. Without prejudice to paragraph 5.1, the provision of such acceptance to the Customer does not oblige the Company to record and pay the Customer for such unconsumed electricity.

5. Disconnection and Termination

- 5.1 The Company may disconnect the RE System from the Network or any supply of electricity by the Company without prior notice or warning to the Customer in the event of an emergency, potential hazard, non-compliance with any provision of this Agreement, or when this Agreement terminates.
- 5.2 Either party may terminate this Agreement at any time without giving reasons by giving the other party 90 days' prior written notice.
- 5.3 This Agreement shall automatically terminate if the arrangements for the supply of electricity between the Company and the Customer are terminated.

6. Limitations of Liability

- 6.1 Without limitation to paragraphs 6.2 and 6.3, the Company shall not be liable to the Customer or any other person (including but not limited to by reason of negligence) for:
 - (a) any liability to any third party; or
 - (b) any indirect or consequential or special loss or damage; or
 - (c) any loss of profit, revenue or data; or
 - (d) any physical or financial loss, damage or liability insofar as the extent of such loss, damage or liability was outside the contemplation of the Company and the Customer when this Agreement was made,of whatsoever nature and howsoever arising.

- 6.2 For the avoidance of doubt, the Company shall not be liable to the Customer or any other person for any loss or damage of whatsoever nature and howsoever arising which arises out of a refusal to connect or a disconnection of the RE System or any supply of electricity by the Company, when the law or any provision of this Agreement requires or permits it.
- 6.3 The Company shall not be liable to the Customer (nor the Customer to the Company) for any loss or damage more than the amount of HK\$2 million or the specific amount referred to in the limitation of liability provisions in the Supply Conditions (whichever is the higher) in respect of any loss, damage or liability arising from an event or incident or a series of events or incidents which have the same or substantially the same cause.
- 6.4 The limitations in paragraphs 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 this Agreement to a third party except with the prior written consent of the other party. This Agreement shall be binding on the parties and their respective successors and assigns.
- 7.2 **(Subcontracting)** To the extent that the Customer sub-contracts any of its obligations under this Agreement it shall remain liable for the obligations and liabilities arising under or in relation to this Agreement and shall be liable for the acts or omissions of its sub-contractors.
- 7.3 **(Governing law and Jurisdiction)** This 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.
- 7.4 **(Third Party Rights)** No term of this Agreement is enforceable under Hong Kong law by a person that is not a Party to this 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).

Schedule 1
Specification of the Renewable Energy System

Description of the RE System

Type & Number of the PV Panel/ Wind Turbine : _____
Number of Inverter : _____
Inverter Manufacturer : _____
Type of the Inverter : _____
Kilowatt Rating : _____
Kilovolt-Ampere Rating : _____
Power Factor : _____
Voltage Rating : _____
Ampere Rating : _____
Number of Phases : _____
Frequency : _____

The RE System comprises ____ nos. x ____W photovoltaic panel/ wind turbine, ____sets x ____kVA grid-tied inverters, and associated control, protection and monitoring system, and is connected to the Customer’s 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 PV panels are installed at the [location] [and location] and the grid-connected inverters are installed inside the [location] [and 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.