



Western Australia

Electricity Industry Act 2004

**Electricity Industry (Solar Power Purchase  
Agreements) Exemption Order 2016**



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# **Electricity Industry (Solar Power Purchase Agreements) Exemption Order 2016**

## **Contents**

1.	Citation	1
2.	Commencement	1
3.	Terms used	1
4.	Exemption	2
5.	Condition: written disclosure statement	3
6.	Condition: written report	5

### **Notes**

	Compilation table	7
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### **Defined terms**



## Electricity Industry (Solar Power Purchase Agreements) Exemption Order 2016

### 1. Citation

This order is the *Electricity Industry (Solar Power Purchase Agreements) Exemption Order 2016*.

### 2. Commencement

This order comes into operation as follows —

- (a) clauses 1 and 2 — on the day on which this order is published in the *Gazette*;
- (b) the rest of the order — on the day after that day.

### 3. Terms used

In this order —

***complaint*** means an expression of dissatisfaction made in writing and given to a supplier where a response or resolution from the supplier is explicitly or implicitly expected or legally required;

***Coordinator*** has the meaning given in the *Energy Coordination Act 1994* section 3(1);

***solar power purchase agreement*** means an agreement between a supplier and a customer under which the customer purchases electricity generated by a solar power system specified in the agreement;

***solar power system*** means a system of photovoltaic arrays;

***supplier*** means a person who is a supplier under clause 4(1).

**cl. 4**

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**4. Exemption**

- (1) The following persons are suppliers —
- (a) AGL Energy Services Pty Limited  
(ABN 57 074 821 720);
  - (b) Alectrona Pty Ltd (ABN 62 614 762 515);
  - (c) Continuum Solar Pty Ltd (ABN 71 609 098 295);
  - (d) CSP National Pty Ltd (ABN 24 168 946 914);
  - (e) Diamond Energy Asset Holdings Pty Ltd  
(ABN 30 144 525 333);
  - (f) Distributed Power Generation Limited  
(ABN 15 610 829 386);
  - (g) Efficient Homes Australia Pty Ltd  
(ABN 36 141 430 328);
  - (h) Element47 Pty Ltd (ABN 45 612 754 891);
  - (i) Green Peak Energy Pty Ltd (ABN 45 616 537 154);
  - (j) Lester Energy Pty Ltd (ABN 94 616 411 360);
  - (k) Origin Energy Retail No. 2 Pty Limited  
(ABN 49 601 182 790);
  - (l) PAE Northam Pty Ltd (ABN 74 614 039 217);
  - (m) Perdaman Advanced Energy Pty Ltd  
(ABN 24 611 726 400);
  - (n) Powertex Capital Pty Ltd (ABN 36 621 122 432);
  - (o) Protean Energy Ltd (ABN 81 119 267 391);
  - (oa) Solar Assets Pty Ltd (ABN 83 168 191 848);
  - (p) Tai Feng (WA) Pty Ltd (ABN 36 614 376 028);
  - (q) Voltaic Energy Pty Ltd (ABN 38 162 893 889);
  - (r) Wesglo Pty Ltd (ABN 85 144 784 850);
  - (s) Zeus Appollo Pty Ltd (ABN 99 151 279 908).

- (2) A supplier is exempt from the *Electricity Industry Act 2004* section 7(4) if the electricity is sold to the customer under a solar power purchase agreement.

*[Clause 4 amended: Gazette 13 Jun 2017 p. 2881-2; 29 Mar 2018 p. 1093-4; 17 Aug 2018 p. 2895.]*

**5. Condition: written disclosure statement**

- (1) The exemption is subject to the condition that before the solar power purchase agreement was executed by the customer the supplier had given the customer a written disclosure statement containing the following —
- (a) a statement to the effect that the solar power purchase agreement is separate from any standard form contract or non-standard contract (as those terms are defined in the *Electricity Industry Act 2004* section 47) that the customer may have with a person who holds a retail licence or an integrated regional licence;
  - (b) a statement to the effect that the supplier is not required to hold a retail licence or an integrated regional licence under the *Electricity Industry Act 2004* section 7(4) in relation to the sale of electricity to the customer because the supplier is relying on the exemption set out in the *Electricity Industry (Solar Power Purchase Agreements) Exemption Order 2016*;
  - (c) a statement to the effect that the solar power purchase agreement may be subject to the *Australian Consumer Law (WA)*;
  - (d) the term of the solar power purchase agreement;
  - (e) the customer's options at the end of the solar power purchase agreement;
  - (f) the fees and charges the customer is required to pay under the solar power purchase agreement including the per unit rate the customer is required to pay for the electricity and how the rate can change;

**cl. 5**

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- (g) the type of meter that will be used to measure the generation output of the solar power system;
  - (h) the accuracy of the meter referred to in paragraph (g);
  - (i) the following, as estimated by the supplier —
    - (i) the generation output of the solar power system for the period of 12 months beginning on the day the solar power system is expected by the supplier to begin generating electricity;
    - (ii) the cost of the solar power purchase agreement to the customer for the period of 12 months beginning on the day the solar power system is expected by the supplier to begin generating electricity;
  - (j) the format and frequency of the bills to be given to the customer;
  - (k) a summary of the rights and obligations of the customer and the supplier in relation to the termination of the solar power purchase agreement;
  - (l) a summary of the obligations of the customer under the solar power purchase agreement;
  - (m) the name and contact details of the person responsible for the maintenance of the solar power system;
  - (n) the name and contact details of the person responsible for repairs to the solar power system;
  - (o) the dispute resolution procedure to be used to deal with a dispute between the supplier and the customer about the solar power purchase agreement;
  - (p) any other information that is reasonably necessary to enable the customer to make an informed assessment of the solar power purchase agreement.
- (2) The condition in subclause (1) is taken to be observed by the supplier if the solar power purchase agreement was assigned to



the supplier from another supplier and the other supplier observed the condition in subclause (1).

- (3) The exemption is subject to the condition that, if the supplier becomes aware or ought reasonably to have become aware that information in the disclosure statement given under subclause (1) is incomplete, false or misleading, the supplier gives to the customer an updated disclosure statement as soon as practicable.

**6. Condition: written report**

- (1) The exemption is subject to the condition that the supplier, in respect of the most recently ended financial year (the *financial year*) gives to the Coordinator before 31 August in the following financial year a written report containing the following —
- (a) the number of solar power purchase agreements executed by or assigned to the supplier during the financial year;
  - (b) the number of solar power purchase agreements to which the supplier was a party as at the end of the financial year;
  - (c) the number of solar power systems covered by solar power purchase agreements executed by or assigned to the supplier during the financial year;
  - (d) the number of solar power systems covered by solar power purchase agreements to which the supplier was a party as at the end of the financial year;
  - (e) the generation capacity in kilowatts of the solar power systems covered by solar power purchase agreements to which the supplier was a party as at the end of the financial year;
  - (f) the number and type of complaints received by the supplier in relation to solar power purchase agreements during the financial year.

**cl. 6**

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- (2) The exemption is not subject to the condition in subclause (1) in respect of a financial year if the supplier was not a supplier at any time during the previous financial year.

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## Notes

- <sup>1</sup> This is a compilation of the *Electricity Industry (Solar Power Purchase Agreements) Exemption Order 2016* and includes the amendments made by the other written laws referred to in the following table.

### Compilation table

Citation	Gazettal	Commencement
<i>Electricity Industry (Solar Power Purchase Agreements) Exemption Order 2016</i>	23 Dec 2016 p. 5900-3	cl. 1 and 2: 23 Dec 2016 (see cl. 2(a)); Order other than cl. 1 and 2: 24 Dec 2016 (see cl. 2(b))
<i>Electricity Industry (Solar Power Purchase Agreements) Exemption Amendment Order 2017</i>	13 Jun 2017 p. 2881-2	cl. 1 and 2: 13 Jun 2017 (see cl. 2(a)); Order other than cl. 1 and 2: 14 Jun 2017 (see cl. 2(b))
<i>Electricity Industry (Solar Power Purchase Agreements) Exemption Amendment Order 2018</i>	29 Mar 2018 p. 1093-4	cl. 1 and 2: 29 Mar 2018 (see cl. 2(a)); Order other than cl. 1 and 2: 30 Mar 2018 (see cl. 2(b))
<i>Electricity Industry (Solar Power Purchase Agreements) Exemption Amendment Order (No. 2) 2018</i>	17 Aug 2018 p. 2895	cl. 1 and 2: 17 Aug 2018 (see cl. 2(a)); Order other than cl. 1 and 2: 18 Aug 2018 (see cl. 2(b))

Defined terms

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**Defined terms**

*[This is a list of terms defined and the provisions where they are defined.*

*The list is not part of the law.]*

<b>Defined term</b>	<b>Provision(s)</b>
complaint .....	3
Coordinator .....	3
financial year .....	6(1)
solar power purchase agreement .....	3
solar power system.....	3
supplier .....	3