

# Solar Buddy™ programme terms and conditions for sellers

## 1. Introduction

- 1.1 The Form and these special terms and conditions are in addition to, and form part of, our Customer Service Agreement and apply to customers who have registered to be a seller under our Solar Buddy™ programme.
- 1.2 The Solar Buddy™ programme allows you, as a seller, to export surplus electricity generated at your premises back into the network for sale up to the Specified Volumes to your Buddies at the agreed Selling rate.
- 1.3 The Form and these special terms and conditions govern the relationship between us relating to the sale of your exported surplus electricity to your Buddies under the Solar Buddy™ programme. These terms and conditions will prevail if there is any conflict or inconsistency between them and the Customer Service Agreement however, if there is any conflict with our Domestic Generation Terms, they will prevail.

## 2. Purchase of exported solar power by us

- 2.1 You may sell electricity under the Solar Buddy™ programme provided that:
  - (a) you have applied to be registered, and have actually been registered by us, as a seller if you are eligible; and
  - (b) you generate electricity at your premises and are in compliance with our Domestic Generation Terms.
  - (c) you are a Trustpower customer at the generation premises.
  - (d) you have at least one Buddy.
- 2.2 We may apply, at our discretion, certain eligibility criteria on the registration of Sellers and Buddies under the Solar Buddy™ programme. For example, we may require that a Buddy can only be supplied by one Seller, and/or that a property registered as a Buddy cannot also be registered as a Seller (and vice versa).
- 2.3 In each month that the above requirements continue to be satisfied and/or while we continue to offer the Solar Buddy™ programme, we will purchase your surplus electricity from you for sale to your Buddies, as well as any remaining surplus electricity not supplied to a Buddy.
- 2.4 In the event you supply us in any month with less electricity than the Specified Volume applicable to each Buddy, we will allocate the electricity supplied in that month to each Buddy (where there is more than one), based on each Buddy's priority position, or in the proportions, as specified in the Form.

## 3. Fees and charges

- 3.1 We will pay you for the quantity of electricity you supply us in a month and which we supply to your Buddy or Buddies in that month at the selling rate (plus GST if you are GST registered) specified in relation to each Buddy.

### Example

If you have agreed to sell to Buddy 1 at the selling rate of 10 cents/kWh and Buddy 1 receives 50 kWh of electricity in the relevant month, we will pay you \$5.00 (plus GST if you are GST registered).

- 3.2 In addition to the amounts payable for the electricity supplied to your Buddy or Buddies, we will pay to you the solar surplus rate (plus GST if you are GST registered) as specified in the Form for any remaining surplus electricity not supplied to a Buddy.
- 3.3 In the event that it is not possible for us to determine the details of the quantity of your surplus electricity for any reason and / or the quantity of electricity supplied to a Buddy, including due to any failure or inaccuracy in any metering equipment, or where there is a dispute over the calculation of your surplus electricity or the electricity supplied to a Buddy, then the relevant quantity will be determined by us by reasonable estimate.
- 3.4 The payments we make for electricity under Solar Buddies may be processed and applied on a different cycle to your monthly bill. For example, we may need to carry Solar Buddy credits forward to future bills for reasons including, but not limited to, meter reading cycles and processing delays.

## 4. Termination

- 4.1 If you no longer wish to participate in the Solar Buddy™ programme as a seller for whatever reason, you must provide us with not less than five working days' notice of this. Termination will occur at the end of the month first occurring after the end of the five working day notice period.
- 4.2 Trustpower may terminate the Solar Buddy™ programme, or your participation as a seller at any time on not less than two months' written notice to you. Upon such termination, these special terms and conditions will no longer apply.
- 4.3 We will not be required to purchase your electricity under the Solar Buddy™ programme if you do not comply with any of your obligations under these special terms and conditions, under our Customer Service Agreement or under our Domestic Generation Terms.
- 4.4 You may terminate the participation of any of your Buddies at any time on not less than five working days' written notice to us. Termination will occur at the end of the month first occurring after the end of that five working day notice period.

## 5. Definitions and interpretation

- 5.1 Clause and other headings must be ignored in construing these special terms and conditions and references to the plural include the singular and vice versa. In these special terms and conditions, Trustpower, we, our, or us are used when referring to Trustpower Limited (or any assignee), and we say you when referring to you, our customer.
- 5.2 Unless specified otherwise, terms defined in the Customer Service Agreement or the Domestic Generation Terms and used in these special terms and conditions have the same meaning as given to those terms in the Customer Service Agreement or Domestic Generation Terms.
- 5.3 In these Solar Buddy™ terms, the following terms have the following meanings:

**"Buddy"** means each person identified as such in the Form.

**"Customer Service Agreement"** means Trustpower's standard customer service agreement for the supply of energy to its retail customers, as amended from time to time.

**"Domestic Generation Terms"** means Trustpower's standard terms and conditions for domestic generation of electricity, as amended from time to time, and which form part of the Customer Service Agreement.

**"Form"** means the solar buddy registration form for sellers completed and submitted by you and to which these special terms and conditions are attached.

**"Selling rate"** means the price, or prices, specified in the Form at which you will sell your surplus electricity to your Buddies.

**"Solar surplus rate"** means the price specified in the Form at which we will buy from you electricity generated at your premises and exported into the network which is in excess of the quantity to be supplied to your Buddies.

**"Specified Volume"** means the maximum quantity of electricity which may be supplied to a Buddy in each month pursuant to the Solar Buddy™ programme as specified in the Form.