

APPLICANT	
<b>Electricity Account No.</b> as shown on electricity bill	
<b>Name of Registered Customer (the Applicant)<sup>[a]</sup></b> as shown on electricity bill	
<b>Identity Proof No.</b>	<input type="checkbox"/> Personal Applicant: HKID card/Passport No. <hr/> <input type="checkbox"/> Company/ Organisation Applicant: Business Registration/Certificate of Incorporation or other Registration/Incorporation Document No. <hr/>
<b>Representative of the Applicant</b>	<input type="checkbox"/> Mr. Surname (as shown on HKID card/Passport) Given Names (as shown on HKID card/Passport) <input type="checkbox"/> Ms. _____ <hr/> Job Title: _____ <hr/> Contact: Phone _____ Email _____ <hr/>
<b>Service Address <sup>[b]</sup></b> as shown on electricity bill	Flat/Room/Shop _____ Floor _____ Block _____ Name of Building/Estate _____ <hr/> Number and Name of Street/Road (or Village) _____ <input type="checkbox"/> Central & Western <input type="checkbox"/> Eastern <input type="checkbox"/> Southern <input type="checkbox"/> Wanchai <input type="checkbox"/> Lamma Island
<b>Correspondence Address</b>  <input type="checkbox"/> Tick if same as Service Address	Flat/Room/Shop _____ Floor _____ Block _____ Name of Building/Estate _____ <hr/> Number and Name of Street/Road (or Village) _____ <input type="checkbox"/> Central & Western <input type="checkbox"/> Eastern <input type="checkbox"/> Southern <input type="checkbox"/> Wanchai <input type="checkbox"/> Lamma Island <input type="checkbox"/> Others (please specify district): _____ <hr/>
<b>Person-in-charge</b>  Examples: facility management office's representative, contractor's representative, etc.	<input type="checkbox"/> Mr. Surname (as shown on HKID card/Passport) Given Names (as shown on HKID card/Passport) <input type="checkbox"/> Ms. _____ <hr/> Name of company or organisation: _____ <hr/> Job Title: _____ <hr/> Contact: Phone _____ Email _____ <hr/>
<b>Arrangement for Receiving FIT Payment Credit Balance</b>  Please refer to Clause 6.3 of the Terms and Conditions of FIT Scheme.	<input type="checkbox"/> Credit to the above electricity account <input type="checkbox"/> A cheque made payable to the registered customer <sup>[c]</sup> to be sent to the above correspondence address <input type="checkbox"/> Transfer to the bank account number under the name of the registered customer <sup>[c]</sup> Name of Bank _____ Bank Code _____ Account No. _____ <hr/>
Notes: [a] Full name as shown on HKID/Passport (for a person), Business Registration Certificate/Certificate of Incorporation (for a company) or other registration/incorporation document (for other entities) should be identical to the full name of the registered customer of the electricity account. If not, please arrange to amend the name of the registered customer before submitting the application. [b] Installation location of the renewable energy power system (the REPS) should be within the area covered by the service address. If not, the service address shall be required to amend to cover the installation location. [c] Please provide proof before connection of the REPS as detailed in Clauses 3.1.e and 15.5.d of the Terms and Conditions of FIT Scheme. <input type="checkbox"/> Please tick as appropriate.	

RENEWABLE ENERGY POWER SYSTEM (REPS)	
<b>Installation Location</b> <sup>[b]</sup>	<input type="checkbox"/> Rooftop <input type="checkbox"/> Others (please specify): <input type="checkbox"/> Land
<b>Nature of Application</b>	<input type="checkbox"/> Application for FIT Scheme participation of new REPS <input type="checkbox"/> Application for FIT Scheme participation of grid-connected REPS (HK Electric's letter date: _____; Ref. No.: _____) <input type="checkbox"/> Transfer of FIT Agreement (Completion Letter date: _____; Ref. No.: _____) <input type="checkbox"/> Application for alteration of grid-connected REPS with FIT Scheme (Completion Letter date: _____; Ref. No.: _____)
<b>Renewable Energy (RE) Technology</b>	<input type="checkbox"/> Solar Photovoltaic (PV) <input type="checkbox"/> Wind Power
<b>Generation Capacity</b>	kW (The aggregate of the maximum power output of each sub-system of the REPS under this Application.)
<b>Generation Capacity of all REPS at the same Service Address</b>	kW (The aggregate generation capacity of the REPS under this Application and any existing REPS at the same service address.)
APPLICATION FOR OTHER SMART POWER SERVICES (OPTIONAL)	
<p>I/We would also like to apply for other schemes/programmes under Smart Power Services (please tick as appropriate), and request HK Electric to contact and follow up with me/us on the respective application processes.</p> <p><input type="checkbox"/> Smart Power Energy Audit (for non-residential customer): Free energy audit with written report.  <a href="http://www.hkelectric.com/SPEA-en">www.hkelectric.com/SPEA-en</a></p>	
PERSONAL DATA COLLECTION STATEMENT	
<p><b>Purpose of Collection</b></p> <p>The personal data and other related information provided by you in the application form will be used by HK Electric solely for the purposes of processing your application and/or request in respect of other schemes/programme under Smart Power Services for which you would like to apply. The provision of personal data and other related information in the application form is voluntary. However, if you do not provide adequate and accurate data, we may not be able to process your application and/or request.</p> <p>If you prefer presenting the HKID Card/Passport in person, instead of submitting a copy of it, for identity verification purposes, please contact us at 2510 2701 to make necessary arrangement.</p> <p><b>Transfer of Personal Data</b></p> <p>Your application forms, inspection records, and other related information may be provided to the HKSAR Government for auditing and verification purposes, and will also be provided to other departments or the service providers assigned by HK Electric for the purposes of verifying the particulars provided by you and other purposes related to the Smart Power Services.</p> <p>HK Electric will disclose your personal data when required to do so by law or in response to requests from law enforcement agencies or the Government, or if explicit consent to such disclosure is given by you.</p> <p><b>Access to Personal Data</b></p> <p>To request a full copy of the Privacy Policy Statement, for enquiry, for data access and correction, please refer to the website: <a href="http://www.hkelectric.com">www.hkelectric.com</a>, email us at <a href="mailto:personaldata@hkelectric.com">personaldata@hkelectric.com</a>, call us at 2887 3411, fax to 2510 7667 or write to 9/F Electric Centre, 28 City Garden Road, North Point for the attention of our Personal Data Protection Officer.</p>	

**DECLARATION AND SIGNATURE BY APPLICANT**

**This is a mandatory confirmation on Registration for Generating Facility, please tick the check box below to confirm.** Your application WILL NOT BE PROCESSED if you have not ticked the check box below to confirm your compliance with the registration for the generating facility (i.e. the REPS) under this application.

- I/We understand and confirm that before notifying HK Electric to arrange for the connection of the REPS to HK Electric's electricity grid (the Grid), I/we should have submitted an application form GF1 to the Electrical & Mechanical Services Department of the HKSAR Government for registration for the generating facility (i.e. the REPS) under this application in accordance with section 21 of the Electricity Ordinance (Cap. 406) unless the REPS forms part of an electrical installation that requires a periodic test certificate to be submitted to the Director of Electrical & Mechanical Services under the Electricity Ordinance (Cap. 406). I/We also understand and confirm that HK Electric will not arrange the connection of the REPS to the Grid if I/we fail to meet the above requirements.

I/We declare that the information provided in this form and all associated documents are complete, true and correct. I/We have read and agree to be bound by the terms and conditions of FIT Scheme (as set out in this Application Form and may be revised from time to time). I/We also acknowledge that I/we have read and understand the Personal Data Collection Statement above.

I/We also confirm that the above **Applicant's Representative** and **Person-in-charge** are designated and authorised by me/us to act on my/our behalf in all matters relating to this application under this application (collectively the Authorised Person), and you are entitled to treat all communications (oral or written) with him/her as proper communications with the Applicant.

<p><b>Name of Signatory*</b> as shown on HKID card/Passport</p>	<p><b>Signature and Official Chop#</b></p>
<p><b>Job Title</b></p>	
<p><b>Date</b></p>	

Note: \* The personal applicant or the authorised signatory for company/organisation applicant.

# Company/organisation applicant should also stamp its official chop beside the signature.

## 1. Introduction

- 1.1 HK Electric establishes and operates a Feed-in Tariff Scheme (the **FiT Scheme**) and the arrangement of connection (the **Grid Connection**) to HK Electric's electricity grid (the **Grid**) for renewable energy power systems (the **REPS**) of HK Electric's customers under its 2019-2033 Scheme of Control Agreement (the **SCA**).
- 1.2 The FiT Scheme and Grid Connection, including their arrangement and terms and conditions, are subject to joint review (the **Joint Review**) by HK Electric and the HKSAR Government under the SCA from time to time. The FiT Scheme and Grid Connection are open for application until 31 December 2033, or a date subject to the Joint Review, whichever is earlier.
- 1.3 These Terms and Conditions set out the eligibility criteria, the application and vetting processes and other terms and conditions, unless otherwise specified below, for both the Grid Connection of a REPS of a HK Electric's customer to the Grid and the participation of the HK Electric's customer in the FiT Scheme. HK Electric may from time to time revise these Terms and Conditions. Notice of any revision will be conclusively given by publishing the revision on HK Electric's website at [www.hkelectric.com](http://www.hkelectric.com) or by sending to applicants a copy of the revised Terms and Conditions or an appropriate extract or summary of the same. Any such revision will replace all previously published Terms and Conditions and will take effect from the date when the revision is first published on HK Electric's website (or such later date specified in the revision).

## 2. Eligibility

- 2.1 Participation in the FiT Scheme will only be considered if all of the following conditions are satisfied:
  - a) the applicant (the **Applicant**) is a registered customer (the **Customer**) of a HK Electric's electricity account (the **Electricity Account**);
  - b) the REPS is located within the area covered by the Electricity Account (the **Service Address**);
  - c) the REPS is not undertaken or owned by the HKSAR Government including the Government schools;
  - d) the REPS comprises only solar photovoltaic (PV) system and/or wind power system; and
  - e) the REPS is not connected to any non-renewable energy source or energy storage facility, which may affect the reading of the respective meter(s) (the **RE Meter(s)**) for measuring electricity generated from the REPS.

- 2.2 Referring to Clauses 2.1 (a) and 2.1 (b), if at the time of making the application, the applicant is not yet the Customer of an Electricity Account and/or the REPS is not yet located within the area covered by the Service Address of the respective Electricity Account, HK Electric may, on a case-by-case basis, consider to process the application. In any case, HK Electric will not issue the Consent Letter (as detailed in Clause 3.10 and 3.11) for an Application if the eligibility requirements in Clauses 2.1 (a) and 2.1 (b) have not been fulfilled.

### 3. Application Process

#### Application Submission

- 3.1 The Applicant shall make the application for the FIT Scheme by submitting to HK Electric a duly completed FIT Scheme Application Form (available at HK Electric's website: [www.hkelectric.com/FIT-en](http://www.hkelectric.com/FIT-en)) together with all the following documents, i.e. a valid application (the **Application**):
- a) a copy of HKID Card/Passport (for a person), Business Registration Certificate/Certificate of Incorporation (for a company) or other registration/incorporation document (for other entities) for identity verification purposes, which will be destroyed after completion of the process (the full name as shown in the above document should be identical to the full name of the registered customer of the Electricity Account. If not, the Applicant shall arrange to amend the name of the registered customer before submitting the application);
  - b) technical drawings illustrating the physical locations of the REPS and other major electrical equipment including, but not limited to, inverters, isolation transformers, RE Meters, isolating switches and main switches;
  - c) single-line electrical diagrams/schematic wiring diagrams of the distribution system showing details of the REPS, the grid connection point, the associated Electricity Account Meter (and its account number), the overall electrical connection of the premises and HK Electric's supply point (and its number);
  - d) equipment supplier information and technical specifications of the REPS major components including, but not limited to, solar PV panels, inverters, wind turbines and isolation transformers; and
  - e) if the Applicant opts for receiving the FIT Payment Credit Balance via bank transfer or cheque, submit a copy of the recent bank card/bank statement of the Applicant with identical name and account number (which will be destroyed after verification).
- 3.2 HK Electric may request the Applicant to provide such additional information as may be required to process the Application.
- 3.3 If necessary, HK Electric may arrange meeting(s) with the Applicant and/or Applicant's contractor for clarification of the REPS.
- 3.4 The **Date of Receipt of the Application** is the date of receipt of the FIT Scheme Application Form together with documents as required under Clauses 3.1 (a) and 3.1 (c) by HK Electric's email server.

- 3.5 For the Application by the Applicant who is not the owner of the property where the REPS is located, the Applicant is required to obtain the necessary consent from the owner of the property to install and operate the REPS and procure that the consent be maintained for so long as the REPS is participating in the FiT Scheme.
- 3.6 HK Electric's approval of the Application is subject to its assessment and sole satisfaction of the information submitted by the Applicant. HK Electric makes no guarantee as to whether the Application will be approved or not, and its decision shall be final. In general, HK Electric will return comments within fifteen (15) working days upon receipt of information submitted by the Applicant.
- 3.7 The Applicant shall, prior to the Application, designate and authorise a natural person to be the **Applicant's Representative** and a natural person to be the **Person-in-charge**, both being the representatives of the Applicant, to act on its behalf in all matters in relation to the Application. HK Electric shall treat communications from or requests by any of the Applicant's Representative or the Person-in-Charge (collectively the **Authorised Person**) as duly authorised by the Applicant, and shall be at liberty to ignore any communication from or request by any other person (regardless of whether such person has any interest in the relevant Service Address). HK Electric will not become involved in, nor will it be responsible for, any dispute between owners or other parties interested or claiming an interest in the Service Address.
- 3.8 To ensure HK Electric's ability to communicate with only persons duly authorised by the Applicant, the Applicant shall immediately notify in writing HK Electric of any change in the Authorised Persons or any change in their particulars (and in case of a change of an Authorised Person, provide evidence satisfactory to HK Electric of the appointment, designation and/or authorisation of the Authorised Person's successor).
- 3.9 A completed FiT Scheme Application Form together with all the required documents can be submitted to HK Electric by email to [RE@hkelectric.com](mailto:RE@hkelectric.com) (please mark "**Application for FiT Scheme**" in the email subject).

#### Consent Letter

- 3.10 After satisfactory assessment of the Application, HK Electric will issue a letter to the Applicant giving its in-principle approval of the Application (the **Consent Letter**), containing details including, but not limited to, the following:
- the Customer's name;
  - the Customer's Electricity Account number and the Service Address;
  - Nature of Application;
  - the installation location, type and generation capacity of the REPS;
  - the grid connection point of the REPS;
  - the connection fee (if required)(please refer to Clause 14.4 for details);

- g) the **Provisional FiT Rate** (which is the applicable prevailing FiT rate published on HK Electric's website at [www.hkelectric.com/FiT-en](http://www.hkelectric.com/FiT-en) on
- i. the Date of Receipt of the Application (as detailed in Clause 3.4),
  - ii. the date of last submission of information of the Application by the Applicant before the issuance of the Consent Letter under Clauses 3.10 and 3.11 if such date is later than the Date of Receipt of the Application by more than six (6) months, or
  - iii. the date of last submission of the information of the Revised REPS by the Applicant before the issuance of the revised Consent Letter under Clause 5.4(d),
- whichever is later; and
- h) the expiry date of the **Validity Period** of the Provisional FiT Rate (which shall count from and including the date of the Consent Letter as set out in the table below) after which the Provisional FiT Rate will expire (please refer to Clause 5.1 (b) for the applicable FiT rate in such case).

Generation Capacity of REPS	Validity Period
≤ 10 kW	4 months
> 10 kW	12 months

- 3.11 HK Electric reserves the right to accept or reject any application/associated requests at its sole and absolute discretion based on the information provided in the Application and other factors considered to be relevant by HK Electric, and its decision shall be final. For the Application which meets all the applicable technical and safety requirements, HK Electric will generally issue the Consent Letter to the Applicant within fifteen (15) working days from the date of the Applicant's last submission of information.
- 3.12 The Application process may be terminated if the Applicant fails to submit all the required information within **six (6) months** from the Date of Receipt of Application to the satisfaction of HK Electric for issuing the Consent Letter under Clauses 3.10 and 3.11.

Installation of REPS and Grid Connection

- 3.13 The Applicant should not proceed with the installation of the REPS until the Applicant has received the Consent Letter.
- 3.14 The terms and conditions in the **Supplementary Section – Grid Connection** shall apply to the connection of the REPS to the Grid.

### Completion Letter

- 3.15 Upon the connection of the REPS to the Grid, HK Electric will issue a letter (the **Completion Letter**), confirming the final details including, but not limited to, the following:
- a) the grid connection point of the REPS;
  - b) the as-built type and the generation capacity of the REPS;
  - c) the FiT Agreement Start Date (as detailed in Clause 4.2); and
  - d) the applicable FiT rate.
- 3.16 The application process may be terminated if a Completion Letter is not issued within **eighteen (18) months** from the date of the Consent Letter.

## 4. The FiT Agreement

- 4.1 The Completion Letter, these Terms and Conditions of FiT Scheme (as may be revised from time to time), the Application, the Consent Letter and the submission by the Applicant in accordance with Clause 15.5(b) shall together constitute the FiT Scheme participation agreement (the **FiT Agreement**). In case of any inconsistency, the Completion Letter shall prevail over all other documents and these Terms and Conditions of FiT Scheme shall prevail over all other documents except the Completion Letter.
- 4.2 The FiT Agreement will take effect from the **FiT Agreement Start Date** stated in the Completion Letter until the expiry date of the entire project life of the REPS or 31 December 2033, whichever is earlier (both dates inclusive), subject to any earlier termination in accordance with the FiT Agreement. The FiT Agreement Start Date shall be the completion date of installation of RE Meter(s) at the Service Address.
- 4.3 The Applicant agrees to the termination of any existing grid connection agreement with HK Electric on the REPS with effect from the FiT Agreement Start Date.

## 5. FiT Rates

- 5.1 The applicable FiT rate under the FiT Agreement shall be:
- a) the Provisional FiT Rate as set out in the Consent Letter, if the date of last submission of documents by the Applicant (as required in Clause 15.5(b)) to the satisfaction of HK Electric for arranging the connection of the REPS to the Grid (the **Date of Commissioning Documents**) is on or before the expiry date of the Validity Period;
  - b) otherwise, the applicable prevailing FiT rates published on HK Electric's website as at the Date of Commissioning Documents;

and will be fixed, without any adjustments whether for inflation or otherwise, throughout the project life of the REPS or until 31 December 2033, whichever is earlier.



- 5.2 The prevailing FiT rates are updated and published on HK Electric's website from time to time, and are determined based on the REPS generation capacity being the aggregate of the maximum power output of each sub-system of the REPS.
- 5.3 For any REPS with generation capacity exceeding one thousand (1,000) kW, the FiT rate will be determined on a case-by-case basis by HK Electric and agreed by the Applicant, and will be subject to the approval of the HKSAR Government.
- 5.4 For the purpose of determining the applicable FiT rate:
- All the REPS installed at the same time on the same land/property/building located at the Service Address (the **Premises**) will be treated as one REPS. Whether a REPS is considered as being installed on the same or different Premises and is therefore treated as one REPS or separate REPS will be solely determined by HK Electric.
  - If the Applicant makes an Application for a new REPS to be installed at a Premises where there is existing REPS participating in the FiT Scheme, (i) the FiT rate for the new REPS will be determined based on the aggregate generation capacity of the new REPS and the existing REPS, and (ii) the FiT rate for the existing REPS will remain unchanged.
  - If a Service Address covers several Premises (e.g. multi-residential blocks), the REPS installed on each Premises (e.g. rooftop of residential block) will generally be treated as a separate REPS.
  - If the Applicant makes any changes (including but not limited to the details as specified in Clauses 3.10(b), 3.10(c) and 3.10(d)) to the REPS (the **Revised REPS**) after issuance of the Consent Letter but before the start of the FiT Agreement as defined in Clause 4.2, the Applicant should submit relevant information for the Revised REPS as detailed in Clause 3 for approval by HK Electric. After satisfactory assessment of the Applicant's submitted information for the Revised REPS, HK Electric will issue a revised Consent Letter in accordance with Clauses 3.10 and 3.11. The Provisional FiT Rate for the Revised REPS shall be the prevailing FiT rates published on HK Electric's website on the date of last submission of the information of the Revised REPS by the Applicant before the issuance of the revised Consent Letter.

## 6. FiT Payment

- 6.1 Starting from 1 January 2019, HK Electric agrees to purchase, and the Applicant agrees to sell, transfer and surrender, all the electricity generated from the REPS and the associated rights and benefits, including the rights to claim all greenhouse gases and other pollutant emissions reduction benefits (the **Environmental Attributes**), for the duration of the FiT Agreement at the applicable FiT rate stipulated in the FiT Agreement, provided that any such electricity must be generated by the REPS directly from natural resources which are secure and inexhaustible, and can be replenished without actions of mankind. The Applicant shall not, and shall procure that the Applicant's affiliates do not, claim any Environmental Attributes that may arise from the installation and operation of the REPS or the electricity generated by the REPS.

- 6.2 The units of electricity generated by the REPS are metered by HK Electric via a RE Meter installed by HK Electric and are conclusively determined based on reading of the RE Meter, unless the meter is tested in accordance with Clause 6.5 and found to be operating outside the permissible limits.
- 6.3 The FIT payment, counting from the FIT Agreement Start Date, will be made to the Applicant starting from the next billing after the FIT Agreement Start Date, and will be reflected as a credit to the electricity account to offset the respective electricity charge on the electricity consumption and demand (if applicable) at the Service Address. If there is a credit balance (**FiT Payment Credit Balance**) at or over the prevailing Small Outstanding Amount published on HK Electric's website after netting off the electricity charge by the FiT payment, the Applicant may choose to have the FiT Payment Credit Balance:
- a) retained and carried forward in the Electricity Account for offsetting electricity charge on the future electricity bill(s);
  - b) fully paid by cheque made payable to the Applicant; or
  - c) fully paid via bank transfer made payable to the bank account under the Applicant's name and specified by the Applicant.
- 6.4 When the Applicant has been underpaid or overpaid under the FiT Scheme due to any mistake or error arising from any one or more of the following:
- a) incorrect reading of a meter;
  - b) incorrect application of a meter multiplying constant;
  - c) connection of a meter to unmatched equipment;
  - d) cross-connection by HK Electric of equipment relating to different accounts;
  - e) stuck meter;
  - f) malfunction of the meter or its associated equipment or part thereof;
  - g) cross-connection other than by HK Electric of equipment relating to different accounts;
  - h) unauthorised tapping of electricity;
  - i) disconnection, incorrect connection or non-connection of or any unauthorised interference with the meter or its associated equipment or part thereof; or
  - j) any artificial means that causes an alteration of the index to any meter or prevents any meter from duly registering the quantity of electricity generated from the REPS;

HK Electric will on the basis of its records, available technical evidence, the Applicant's electricity output history and other relevant circumstances, make retrospective adjustments to the Electricity Account in respect of the electricity output to such extent and for such period as may be determined by HK Electric. HK Electric may advise the Applicant of any adjustment to the Electricity Account

by way of an amended or supplementary bill. In the event that a FiT overpayment as stated in the amended or supplementary bill is not refunded by the Applicant within fourteen (14) days of a written demand, HK Electric may terminate the FiT Agreement (as detailed in Clauses 10.1 to 10.4).

- 6.5 Should the accuracy of the RE Meter be disputed, the Applicant may request an accuracy test to be carried out by HK Electric. A test fee will be charged if the meter is found to be operating within the permissible limits of plus 2.5% or minus 3.5%.
- 6.6 For avoidance of doubt, the Applicant is at all times required to pay for the gross electricity consumption and demand (if applicable) at the Service Address at the prevailing tariff rates billed by HK Electric regardless of whether such electricity consumed is generated by the REPS.

## **7. Metering and Inspection Requirements**

- 7.1 A separate RE Meter will be installed for each new REPS added at the same Service Address. A separate RE Meter will also be installed for each RE technology of the same REPS (e.g. separate RE Meters will be installed for the sub-systems of each RE technology of the REPS).
- 7.2 The existing Electricity Account Meter(s) at the Service Address, which is(are) used for determining the amount of electricity consumed from the Grid at the Service Address, will be replaced by HK Electric. The Applicant shall allow and provide such provisions (including without limitation, allowing or procuring to allow temporary suspension of electricity when necessary) as may be required by HK Electric to facilitate the metering replacement work. HK Electric will not issue the Completion Letter and there can be no FiT Agreement before the replacement work is completed.
- 7.3 The Applicant shall provide suitable provisions for the installation and maintenance of HK Electric's meters in accordance with the requirements stipulated in HK Electric's Interface Requirements for Grid Connection of Renewable Energy Power System.
- 7.4 The Applicant shall always allow, or procure to allow, HK Electric, or any person authorised by HK Electric, safe and unrestricted access to the REPS, the premises or the land, property or building at which the REPS is located at any time under the situations that HK Electric:
- a) needs to install, inspect, maintain and test the RE Meter(s) or collect meter readings;
  - b) considers that the REPS may not be operating normally (e.g. the REPS has been inactive for a prolonged period without notification of reasons to HK Electric);
  - c) considers that the continued operation of the REPS may expose any persons or properties to a risk of harm or damage;
  - d) suspects the Applicant has breached the FiT Agreement or has otherwise abused the FiT Scheme; or

e) considers it necessary at its sole discretion.

7.5 The meter readings for electricity billing of the Service Address shall be arranged on the last day of each calendar month starting from the FiT Agreement Start Date.

## **8. Alteration of, Interference or Tampering with REPS and/or Installation under Electricity Account**

8.1 The Applicant shall not, and shall procure no third parties shall, make any change to the generation capacity or configuration of the REPS without prior written notice to HK Electric.

8.2 If HK Electric considers at its sole discretion that the proposed alteration to the REPS is substantial (e.g. change in generation capacity), HK Electric is entitled to require the Applicant to terminate the prevailing FiT Agreement, disconnect the existing REPS from the Grid and submit a new Application covering the whole REPS proposed to be altered.

8.3 For an Applicant who holds an Electricity Account solely for the purposes of grid connection of the REPS and participation in the FiT Scheme (if applicable), apart from complying with Clauses 8.1 and 8.2 above, the Applicant shall not, and procure no third parties shall, make any alteration or any addition to the installation under the Electricity Account without prior written approval from HK Electric. If HK Electric considers at its sole discretion that the proposed alteration/addition under such Electricity Account is substantial, HK Electric is entitled to require the Applicant to terminate the prevailing Electricity Account and all FiT Agreements associated with the Electricity Account, disconnect the existing REPS from the Grid, register a new Electricity Account and submit a new Application covering all the proposed alterations/additions and the associated REPS.

8.4 For any such new Application under Clauses 8.2 and 8.3, the applicable FiT rate for the altered REPS will be re-determined in accordance with Clauses 5.1 to 5.4.

8.5 The Applicant shall not, and shall ensure that third parties shall not:

- a) interfere/tamper with HK Electric's equipment; or
- b) interfere/tamper with the REPS at all times after connection to the Grid (other than work by Registered Electrical Contractor (REC)/Registered Electrical Worker (REW) appointed by the Applicant necessary for the maintenance of the REPS).

## **9. Transfer of the FiT Agreement**

9.1 The FiT Agreement is linked with the Electricity Account and accordingly:

- a) the FiT Agreement cannot be transferred to a third party save in case of a transfer to the succeeding Customer applied in accordance with Clause 9.2;
- b) the Electricity Account cannot be transferred to a succeeding Customer unless and until either (i) all FiT Agreements for the Electricity Account are concurrently

transferred to the succeeding Customer, or (ii) all FiT Agreements for the Electricity Account have been terminated.

9.2 An application for transfer of the FiT Agreement will only be processed when all of the following documents are submitted to HK Electric:

- a) a duly completed Application for transfer of the Electricity Account by the succeeding Customer;
- b) a duly completed FiT Scheme Application Form in respect of all FiT Agreements for the Electricity Account with the following supporting documents:
  - i. a copy of HKID Card or Passport (for person), Business Registration Certificate/Certificate of Incorporation (for a company) or other registration/incorporation document (for other entities) of the succeeding Customer for identity verification purposes;
  - ii. proof of the transfer of the ownership right of all the REPS for the Electricity Account from the Applicant to the succeeding Customer; and
  - iii. a completed Transfer of Feed-in Tariff Agreement Declaration (published on HK Electric's website) duly signed by both the Applicant and the succeeding Customer confirming that (1) no alteration has been made to any parts of each REPS for the Electricity Account (including but not limited to the generation capacity), and (2) the succeeding Customer has received from the Applicant all the relevant information/documents about each of the REPS for the Electricity Account (including without limitation those submitted to or received from HK Electric forming part of the Customer's FiT Agreement).

9.3 Upon satisfaction of HK Electric of the information obtained in Clause 9.2, HK Electric will issue a Completion Letter to the succeeding Customer (with a copy to the Applicant) confirming the effective date for the Electricity Account transfer and the FiT Agreement transfer. All terms and conditions (including the applicable FiT rate(s)) of the FiT Agreement for each of the REPS for the Electricity Account shall continue to apply to the transferred FiT Agreement.

9.4 HK Electric will not become involved in, nor will it be responsible for, any dispute or payment settlement between the Applicant and the succeeding Customer.

## **10. Termination of the FiT Agreement**

10.1 The Applicant may terminate the FiT Agreement at any time without giving reasons by giving HK Electric sixty (60) days' prior written notice.

10.2 HK Electric may by written notice to the Applicant terminate the FiT Agreement and/or all the FiT Agreements for the Electricity Account and/or suspend the purchase of electricity generated from the REPS and withhold FiT payments to the Applicant if:

- a) the Applicant breaches any material term of the FiT Agreement, including without limitation any failure to meet the eligibility criteria under Clause 2.1, or

any fraudulent acts or omissions by the Applicant under the FiT Agreement, or any breach of the obligation of the Applicant under Clauses 6.1, 7.4, 8.1, 8.3, 8.5, 15.1 or 15.6 of the FiT Agreement, in which case in addition to its rights under the FiT Agreement and other rights in law, HK Electric shall be entitled to, at its sole discretion, recover any FiT payments provided to the Applicant in connection with the breach of the FiT Agreement and/or refrain the Applicant from reapplying for participation in the FiT Scheme;

- b) the REPS is disconnected from the Grid by HK Electric in accordance with Clause 16.1;
- c) the Applicant proceeds with an alteration of the REPS and/or the installation under the Electricity Account which is considered by HK Electric to be substantial (e.g. change in generation capacity) and for which a new Application is necessary, pursuant to Clauses 8.2 and 8.3; or
- d) the Applicant becomes bankrupt or insolvent, or an application is made for the bankruptcy, liquidation or receivership of the Applicant.

10.3 The FiT Agreement and all other FiT Agreements for the Electricity Account shall be automatically terminated when:

- a) the Electricity Account is not transferred concurrently with the FiT Agreement in accordance with Clauses 9.2 and 9.3; or
- b) the Electricity Account is terminated.

10.4 The expiry or early termination of the FiT Agreement shall not relieve the Applicant of liabilities for any prior breach or of the Applicant's obligations which survive the termination, including without limitation obligations under Clauses 12.1 and 16.3.

## 11. Limitation of Liability

11.1 The REPS is the Applicant's property and shall at all times be in the Applicant's risk and custody.

11.2 Save to the extent required by law, HK Electric shall not be liable (whether monetary or otherwise) for:

- a) any loss or damage to the REPS of whatsoever nature and howsoever arising;
- b) any loss or damage relating to and/or arising out of the REPS and/or its use and/or its connection to the Grid;
- c) any loss or damage to any third person; or
- d) any indirect or consequential or economic loss, or loss of revenue, profit or data.

11.3 Subject to Clause 11.2, the maximum amount of HK Electric's liability to the Applicant or any other person in respect of any loss or damage as a result of the occurrence of any event or of any series of events which arise substantially from the same cause will be limited to two million Hong Kong dollars (HK\$2,000,000).

- 11.4 The Applicant shall indemnify HK Electric from and against any claim, loss, expense, costs, damage or liability as a result of the occurrence of any event or of any series of events which arise substantially from the same cause. The maximum amount of the Applicant's liability to HK Electric is limited to two million Hong Kong dollars (HK\$2,000,000).
- 11.5 The limitations of liability in Clauses 11.3 to 11.4 above do not exclude liability for claims arising from death or personal injury.

## **12. Data Protection and Information Disclosure**

- 12.1 The Applicant consents to HK Electric to use the technical data of the REPS and/or disclose those data to the HKSAR Government. Those technical data may include, but not limited to, the REPS technology type, generation capacity, generated electricity, project cost and photos of the REPS in the Applicant's submission.
- 12.2 The Applicant shall ensure that a valid consent has been obtained from the Person-in-charge, Applicant's Representative and the Applicant's contractor before transferring their contact information to HK Electric.
- 12.3 It is the Applicant's responsibility to notify HK Electric from time to time any update to the contact information of the Applicant's Representative and the Person-in-charge.

## **13. General**

- 13.1 The Applicant cannot assign the FiT Agreement to a third party except in accordance with the FiT Agreement or otherwise with the prior written consent of HK Electric. The FiT Agreement shall be binding on the parties and their respective successors and assigns.
- 13.2 The Applicant shall be fully liable for the acts or omissions of the Applicant's contractors, as if they were the Applicant's own acts or omissions.
- 13.3 HK Electric may set off any amounts due and payable by HK Electric to the Applicant against any amounts due and payable by the Applicant to HK Electric under the FiT Agreement.
- 13.4 A term or condition of the FiT Agreement may not be waived by HK Electric except in writing.
- 13.5 The FiT Agreement shall be governed by and construed in accordance with the laws of HKSAR. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of HKSAR.
- 13.6 A person that is not a party to the FiT Agreement has no right (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) to enforce or enjoy the benefit of any term of the FiT Agreement.

- 13.7 Any supply of electricity by HK Electric to the Applicant at the Service Address shall be governed by arrangements which are separate from or in addition to the terms and conditions of the FiT Agreement.
- 13.8 If there is any inconsistency or ambiguity between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

### **Supplementary Section – Grid Connection**

#### **14. Connection to the Grid**

- 14.1 The approval of the connection of REPS to the Grid is subject to HK Electric's technical and safety assessment based on the details of the Application submitted by the Applicant and other circumstances as may be considered relevant by HK Electric.
- 14.2 As there is no guarantee as to whether HK Electric will approve the Application or not, the Applicant is strongly advised not to commence the REPS installation work before the Consent Letter is received.
- 14.3 The Applicant may proceed to arrange with REC/REW recognised by the HKSAR Government to carry out the installation work for the REPS, after receiving HK Electric's Consent Letter.
- 14.4 A connection fee for connecting the REPS to the Grid will be charged if the connection of the REPS to the Grid involves alteration, extension, reinforcement or upgrade of the Grid, as determined by HK Electric on a case-by-case basis.
- 14.5 The connection of the REPS to the Grid by HK Electric in accordance with the FiT Agreement will not be considered as a breach of the prohibition under Rule 219 of HK Electric's Supply Rules against parallel running of internal generating plant.

#### **15. Grid Connection Requirements**

- 15.1 The Applicant is fully responsible for ensuring that the design, installation, operation, and maintenance of the REPS at all times comply with the following requirements:
- a) the Technical Guidelines on Grid Connection of Renewable Energy Power Systems issued by the Electrical & Mechanical Services Department (EMSD) of the HKSAR Government and any other applicable codes of practice and guidelines issued by the HKSAR Government;
  - b) all applicable laws, regulations, codes of practice, guidelines, and safety and technical requirements from time to time; and
  - c) the technical guidelines and recommendations issued by the manufacturer and/or equipment supplier of the REPS from time to time.



- 15.2 HK Electric's consent for the connection of the REPS to the Grid and/or satisfaction of any associated testing or inspection shall not amount to any representation by HK Electric that the REPS complies with any or all such requirements.
- 15.3 The Applicant is also responsible for obtaining and maintaining all relevant licenses, permits, registrations and/or approvals from the HKSAR Government authorities and other third parties which are necessary for the installation and operation of the REPS.
- 15.4 The Applicant, and the Applicant's contractors who provide any services in connection with the construction, installation, operation or maintenance of the REPS, shall obtain and maintain in force comprehensive general liability insurance, insurance for injuries to persons and property, and workman's compensation insurance, etc., all in amounts and under terms which are generally required for the project during installation and operation stages.
- 15.5 Before notifying HK Electric to arrange for the connection of the REPS to the Grid, the Applicant is required to:
- a) submit an application form GF1 for registration for the generating facility (i.e. the REPS) to the EMSD in accordance with section 21 of the Electricity Ordinance (Cap. 406) unless the REPS forms part of an electrical installation that requires a periodic test certificate to be submitted to the Director of Electrical and Mechanical Services under the Electricity Ordinance (Cap. 406);
  - b) submit the following documents to prove that the REPS has been properly installed, tested and commissioned, and is ready for connection to the Grid:
    - i. a copy of the Commissioning Report for Renewable Energy Power System (a sample is available at HK Electric's website for reference),
    - ii. a copy of the Operation & Maintenance Manual for Renewable Energy Power System duly signed by REW/REC (a sample is available at HK Electric's website for reference),
    - iii. a copy of the Work Completion Certificate (Form WR1) duly signed by REC/REW, and
    - iv. a copy of receipt issued by the EMSD acknowledging the receipt of application form GF1 which is submitted in accordance with Clause 15.5(a) (if applicable);
  - c) submit the completed Renewable Energy Power System Project Cost Form (published on HK Electric's website) listing out the actual project cost breakdowns for major components and installation works;
  - d) if the Applicant opts for receiving the FIT Payment Credit Balance via bank transfer or cheque, submit a copy of the recent bank card/bank statement of the Applicant with identical name and account number (which will be destroyed after verification); and
  - e) pay the connection fee (if applicable) for the connection of the REPS to the Grid.

15.6 Upon satisfaction of HK Electric of the information obtained in Clause 15.5, HK Electric will conduct site inspection of the REPS and witness the tests carried out by the Applicant's REC/REW on the REPS at a mutually agreed time and date before the connection of the REPS to the Grid. If HK Electric considers it necessary, HK Electric will carry out verification tests on the REPS to ensure its compliance with the following technical and safety requirements of HK Electric:

- a) Supply Rules;
- b) Guide to Connection of Supply;
- c) Technical Requirements for Renewable Energy Power System; and
- d) Interface Requirements for Grid Connection of Renewable Energy Power System.

## **16. Grid Disconnection**

16.1 HK Electric has the right to disconnect the REPS from the Grid at any time without prior notice to the Applicant when:

- a) there is an emergency or a situation considered necessary by HK Electric at its sole discretion;
- b) there is any material breach of the FiT Agreement or non-compliance of Clauses 8.2 and 8.3 and with the technical and safety requirements stipulated in Clauses 15.1 and 15.6;
- c) the REPS has been inactive for a prolonged period of time of over six (6) consecutive months, and HK Electric is not able to ascertain the condition of the REPS;
- d) upon the termination of the Electricity Account; or
- e) upon expiry or earlier termination of the FiT Agreement,

and in all such cases, the Applicant is required to turn off the switch between the RE Meter and the REPS so as to isolate the REPS. For the avoidance of doubt, the Applicant will not receive any payment for electricity generated from the REPS and supplied to the Grid if it fails to isolate the REPS as required.

16.2 Site inspection with the Applicant for grid disconnection may be arranged if considered necessary by HK Electric.

16.3 Following grid disconnection and upon request by HK Electric, the Applicant shall, and shall procure all necessary parties to, allow HK Electric safe and unrestricted access to dismantle and remove any RE Meter(s).

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