

APPLICANT	
Electricity Account No. as shown on electricity bill	
Name of Registered Customer (the Applicant)^[a] as shown on electricity bill	
Identity Proof No.	<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/>
Representative of the Applicant	<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/>
Service Address ^[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
Correspondence Address	<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): _____
Person-in-charge 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/>
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 companies/organisations) 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. <input type="checkbox"/> Please tick as appropriate.	

RENEWABLE ENERGY POWER SYSTEM (REPS)	
Installation Location ^[b]	<input type="checkbox"/> Rooftop <input type="checkbox"/> Others (please specify): <input type="checkbox"/> Land
Nature of Application	<input type="checkbox"/> Application for Grid Connection of new REPS <input type="checkbox"/> Transfer of Grid Connection Agreement (HK Electric's letter date/ Completion Letter date: _____; Ref. No.: _____) <input type="checkbox"/> Application for alteration of grid-connected REPS (HK Electric's letter date/ Completion Letter date: _____; Ref. No.: _____)
Renewable Energy (RE) Technology	<input type="checkbox"/> Solar Photovoltaic (PV) <input type="checkbox"/> Others (please specify): <input type="checkbox"/> Wind Power
Generation Capacity	_____ kW (The aggregate of the maximum power output of each sub-system of the REPS under this Application.)
Generation Capacity of all REPS at the same Service Address	_____ kW (The aggregate generation capacity of the REPS under this Application and any existing REPS at the same service address.)

PERSONAL DATA COLLECTION STATEMENT

Purpose of Collection

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.

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.

Transfer of Personal Data

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.

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.

Access to Personal Data

To request a full copy of the Privacy Policy Statement, for enquiry, for data access and correction, please refer to the website: www.hkelectric.com, email us at personaldata@hkelectric.com, 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.

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

Notes: * 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 These Terms and Conditions set out the eligibility criteria, the application and vetting processes and other terms and conditions, unless otherwise specified below, for the connection (the **Grid Connection**) of a renewable energy power system (the **REPS**) of a HK Electric's customer to HK Electric's electricity grid (the **Grid**).
- 1.2 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 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 Grid Connection 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**); and
 - c) 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 Grid Connection by submitting to HK Electric a duly completed Grid Connection Application Form (available at HK Electric's website: 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); and
- 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.

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 Grid Connection 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 Grid Connection.

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 Grid Connection Application Form together with all the required documents can be submitted to HK Electric by email to RE@hkelectric.com (please mark "**Application for Grid Connection**" 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; and
 - the connection fee (if required)(please refer to Clause 12.4 for details).
- 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; and
 - c) the Grid Connection Agreement Start Date (as detailed in Clause 4.2).
- 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 Grid Connection Agreement

- 4.1 The Completion Letter, these Terms and Conditions of Grid Connection (as may be revised from time to time), the Application, the Consent Letter and the submission by the Applicant in accordance with Clause 13.5(b) shall together constitute the Grid Connection participation agreement (the **Grid Connection Agreement**). In case of any inconsistency, the Completion Letter shall prevail over all other documents and these Terms and Conditions of Grid Connection shall prevail over all other documents except the Completion Letter.
- 4.2 The Grid Connection Agreement will take effect from the **Grid Connection Agreement Start Date** stated in the Completion Letter until the entire project life of the REPS (both dates inclusive), subject to any earlier termination in accordance with the Grid Connection Agreement. The Grid Connection Agreement Start Date shall be the completion date of installation of RE Meter(s) at the Service Address.
- 4.3 HK Electric agrees to accept and the Applicant agrees to transfer and surrender the electricity generated from the REPS but not fully consumed by the Applicant at the Service Address for the duration of the Grid Connection 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. Without prejudice to Clause 14.1, the provision of such acceptance to the Applicant does not oblige HK Electric to record and pay the Applicant for such unconsumed electricity.
- 4.4 The Applicant agrees to the termination of any existing grid-connection agreement with HK Electric on the REPS with effect from the Grid Connection Start Date.

5. Metering and Inspection Requirements

- 5.1 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).
- 5.2 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 Grid Connection Agreement before the replacement work is completed.

5.3 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.

5.4 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 Grid Connection Agreement or has otherwise abused the Grid Connection; or
- e) considers it necessary at its sole discretion.

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

6. Alteration of, Interference or Tampering with REPS and/or Installation under Electricity Account

6.1 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.

6.2 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 Grid Connection Agreement, disconnect the existing REPS from the Grid and submit a new Application covering the whole REPS proposed to be altered.

6.3 For an Applicant who holds an Electricity Account solely for the purposes of grid connection of the REPS (if applicable), apart from complying with Clauses 6.1 and 6.2 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 Grid Connection 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.

- 6.4 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).

7. Transfer of the Grid Connection Agreement

7.1 The Grid Connection Agreement is linked with the Electricity Account and accordingly:

- a) the Grid Connection Agreement cannot be transferred to a third party save in case of a transfer to the succeeding Customer applied in accordance with Clause 7.2;
- b) the Electricity Account cannot be transferred to a succeeding Customer unless and until either (i) all Grid Connection Agreements for the Electricity Account are concurrently transferred to the succeeding Customer, or (ii) all Grid Connection Agreements for the Electricity Account have been terminated.

7.2 An application for transfer of the Grid Connection 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 Grid Connection Application Form in respect of all Grid Connection 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 Grid Connection 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 Grid Connection Agreement).

7.3 Upon satisfaction of HK Electric of the information obtained in Clause 7.2, 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 Grid Connection Agreement transfer. All terms and conditions of the Grid Connection Agreement for each of the REPS for the Electricity Account shall continue to apply to the transferred Grid Connection Agreement.

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

8. Termination of the Grid Connection Agreement

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

8.2 HK Electric may by written notice to the Applicant terminate the Grid Connection Agreement and/or all the Grid Connection Agreements for the Electricity Account if:

- a) the Applicant breaches any material term of the Grid Connection 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 Grid Connection Agreement, or any breach of the obligation of the Applicant under Clauses 5.3, 6.1, 6.3, 6.4, 11.7, 13.1 or 13.6 of the Grid Connection Agreement, in which case in addition to its rights under the Grid Connection Agreement and other rights in law, HK Electric shall be entitled to, at its sole discretion refrain the Applicant from reapplying for Grid Connection;
- b) the REPS is disconnected from the Grid by HK Electric in accordance with Clause 14.1;
- 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 6.2 and 6.3; or
- d) the Applicant becomes bankrupt or insolvent, or an application is made for the bankruptcy, liquidation or receivership of the Applicant.

8.3 The Grid Connection Agreement and all other Grid Connection Agreements for the Electricity Account shall be automatically terminated when:

- a) the Electricity Account is not transferred concurrently with the Grid Connection Agreement in accordance with Clauses 7.2 and 7.3; or
- b) the Electricity Account is terminated.

8.4 The early termination of the Grid Connection 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 10.1 and 14.3.

9. Limitation of Liability

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

9.2 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.

9.3 Subject to Clause 9.2, 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).

9.4 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).

9.5 The limitations of liability in Clauses 9.3 to 9.4 above do not exclude liability for claims arising from death or personal injury.

10. Data Protection and Information Disclosure

10.1 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.

10.2 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.

10.3 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.

11. General

- 11.1 The Applicant cannot assign the Grid Connection Agreement to a third party except in accordance with the Grid Connection Agreement or otherwise with the prior written consent of HK Electric. The Grid Connection Agreement shall be binding on the parties and their respective successors and assigns.
- 11.2 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.
- 11.3 A term or condition of the Grid Connection Agreement may not be waived by HK Electric except in writing.
- 11.4 The Grid Connection 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.
- 11.5 A person that is not a party to the Grid Connection 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 Grid Connection Agreement.
- 11.6 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 Grid Connection Agreement.
- 11.7 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

12. Connection to the Grid

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.

12.5 The connection of the REPS to the Grid by HK Electric in accordance with the Grid Connection 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.

13. Grid Connection Requirements

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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 13.5(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; and
- d) pay the connection fee (if applicable) for the connection of the REPS to the Grid.
- 13.6 Upon satisfaction of HK Electric of the information obtained in Clause 13.5, 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.

14. Grid Disconnection

- 14.1 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 Grid Connection Agreement or non-compliance of Clauses 6.2 and 6.3 and with the technical and safety requirements stipulated in Clauses 13.1 and 13.6;
 - 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 Grid Connection 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.

- 14.2 Site inspection with the Applicant for grid disconnection may be arranged if considered necessary by HK Electric.
- 14.3 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).

- END -