

## SOLAR SAVINGS GUARANTEE TERMS

These are the terms of Tango Energy's Solar Savings Guarantee, details of which are set out in your Solar Savings Guarantee confirmation letter. Your 12-month guarantee period will begin on the day that we first record your Solar System as feeding electricity in to the Grid unconstrained.

### 1. Eligibility

1.1 Our Solar Savings Guarantee is only available on new solar installations.

1.2 To be eligible for the Solar Savings Guarantee you must:

- (a) purchase a Solar System from one of our Preferred Solar Retailers;
- (b) have the Solar System installed at your Supply Address with your solar panels fixed on your roof facing either a northern, eastern or western orientation at a tilt angle of at least 12 degrees and have been issued with certificates of electrical safety compliance (or equivalent) for the installation works;
- (c) have paid at least \$550 inc. GST for electricity used at the Supply Address in the 12 months prior to the installation of the Solar System and provide us with access to your historic usage data, if requested (we may use reasonable estimates based on at least your three most recent electricity bills for the Supply Address to determine whether you have satisfied this requirement, if you have moved into the Supply Address within the past 12 months);
- (d) be or sign-up to be a residential electricity customer of Tango Energy under a Market Retail Contract (other than Tango Blue) at a Supply Address located in Victoria or South Australia before the date that your Solar System is installed;
- (e) remain an electricity customer of Tango Energy at the Supply Address for the entire Guarantee Period; and
- (f) have appropriate metering in place that only allows for unused electricity to be exported to the Grid.

### 2. General Conditions

2.1 You must:

- (a) operate and maintain the Solar System in a manner consistent with good electricity industry practice and use reasonable endeavours to ensure the Solar System is fully operational at all times.
- (b) notify us and your solar retailer if you identify a fault, defect or other problem with your Solar System within 2 Business Days, and take reasonable steps to ensure that any such fault, defect or other problem is repaired or rectified promptly.

- (c) take reasonable steps to maximise the generation of electricity by the Solar System and the amount of sunlight it has access to, including keeping trees, bushes and hedges at the Supply Address trimmed.
- (d) not omit to do anything or allow anyone else to do anything (to the extent it is within your control) that would reduce the output of the Solar System. This includes not erecting or modifying any building or structure (for example, an air conditioner unit or aerial) that would shade the Solar System.
- (e) not, and must not allow anyone else (to the extent it is within your control) to control, move, remove, tamper with, disable, displace or damage the Solar System in any way that affects the generating capabilities of the system.
- (f) pay us, in accordance with your Market Retail Contract, any additional expenses or charges that we incur to connect or otherwise maintain your Solar System's connection to the Grid, including metering upgrade and installation costs.

2.2 You must continue to meet the preceding conditions at all times during the Guarantee Period.

### 3. Bill Guarantee – Adjustments

3.1 If your Guarantee Period Usage is more than your Previous Annual Household Usage, we will increase your Bill Guarantee Amount by an amount equivalent to the additional cost of the electricity you used during the Guarantee Period.

3.2 To ensure that your Solar System is operating properly, we may from time-to-time monitor your Solar System's output and feed-in to the Grid remotely, or by otherwise requesting that you provide us with a screenshot of your Inverter data, which we may request from you on reasonable notice.

3.3 If your Solar System's output, as measured by the Inverter, is reduced because of:

- (a) something you do or fail to do that is within your reasonable control (such as, if you do not prune trees that shade the Solar System, or fail to take reasonable steps to repair or rectify a problem with your Solar System); or
- (b) an obstruction, such as a new building or structure that shades your Solar System; or
- (c) a force majeure event,

then we may increase your Bill Guarantee Amount by an amount equivalent to the electricity usage charges for the electricity that we reasonably estimate would have otherwise been produced by the Solar System if its output had not been reduced (taking into account both electricity usage costs and any benefits you could have obtained via your feed-in tariff).

3.4 In determining any adjustment to your Guarantee Bill Amount, we will use the rates as described in your Market Retail Contract to calculate any additional electricity usage costs.

- 3.5 If a Solar System is installed at the Supply Address that is different to the system that we have used as the basis for calculating your Bill Guarantee Amount (for example, the capacity of the system is larger or smaller than what we were initially advised) we may recalculate your Bill Guarantee Amount.
- 3.6 We may also pro-rata your Inverter data in determining your Guarantee Period Usage if you commence operating your Solar System before the system is capable of feeding-in to the Grid.

#### 4. Eligibility for bill credit

- 4.1 At the end of the Guarantee Period:
- (a) you must provide us with your Inverter data, in such form as reasonably requested by us, so that we can assess your total Guarantee Period Usage and determine your eligibility for a bill credit; and
  - (b) if your Electricity Costs for the Supply Address during the Guarantee Period are more than the Bill Guarantee Amount, we will apply the difference as a credit on your next electricity bill, subject to our set-off rights and any adjustments we are permitted to make to your Bill Guarantee Amount under these terms.
- 4.2 If you are eligible to receive a Solar Savings Guarantee credit, you acknowledge that:
- (a) we may use this credit to set-off any outstanding amount that you owe us for goods and services that we have provided to you; and
  - (b) this credit is your sole remedy against us if your savings in relation to the Solar System you have purchased are less than those that you anticipated.

#### 5. Your privacy and data

- 5.1 We will collect, use, hold and disclose your personal information in order to provide you with energy services as well as in connection with this Solar Savings Guarantee. We may disclose this information to our Related Bodies Corporate, agents and contractors (such as software providers and mail houses), your distributor, relevant government authorities, your solar retailer, other energy retailers and, in certain circumstances, a credit reporting agency. If you do not provide your personal information to us, we may not be able to provide our products or services to you or meet our obligations under this Solar Savings Guarantee arrangement including applying credit against your electricity bill, where you are eligible to receive such credit. Where possible, we will collect your personal information directly from you, but we may also get it from third parties.
- 5.2 You agree we can provide your personal information and data relating to your Solar System and your electricity usage to our Related Bodies Corporate, our agents, contractors, your solar retailer and otherwise use your personal information in accordance with the terms of our Credit Reporting and Privacy Policies.

These policies are available at [www.tangoenergy.com/privacy](http://www.tangoenergy.com/privacy). Please contact us to request a paper copy of these policies.

#### 6. Definitions

For the purposes of these terms, the below words and phrases have the following meaning:

**Bill Guarantee Amount** means the amount specified in your Solar Savings Guarantee confirmation letter, or such other adjusted amount as determined by us in accordance with clause 3 of these terms. This amount reflects our best estimate of the maximum Electricity Costs you will pay during the Guarantee Period based on your Previous Household Usage.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the capital city of the State or Territory of your Supply Address.

**Electricity Costs** means the electricity usage and supply charges including GST we bill you (excluding merchant, metering and other charges) less any feed-in tariff amounts that you receive.

**Grid** means the electricity distribution network to which the Supply Address is connected.

**Guarantee Period** means the 12-month period commencing on the day that your Solar System becomes operational and is able to feed-in to the Grid unconstrained.

**Guarantee Period Usage** means your total electricity usage, including your Grid and solar self-consumption, as calculated by us based on your Inverter data and usage from the Grid during the Guarantee Period.

**Inverter** means the inverter that has been installed at your Supply Address to measure the electricity generated by the Solar System.

**Market Retail Contract** means an agreement between you and us for the sale of electricity at your Supply Address.

**Preferred Solar Retailer** means a retail supplier of solar photovoltaic electricity generating systems as recommended to you by us, or such retailer as otherwise listed as one of our preferred solar retailers on our website.

**Previous Annual Household Usage** means the amount of electricity you used at the Supply Address in the 12-months prior to the installation of the Solar System as reasonably determined by us based on your historic usage data and specified in your Solar Savings Guarantee confirmation letter.

**Solar Savings Guarantee** means our guarantee to credit you the difference, if your Electricity Costs for the Supply Address during the Guarantee Period are more than the Bill Guarantee Amount, subject to any permitted set-offs or adjustments.

**Solar System** means the solar photovoltaic electricity generating system described in your Solar Savings Guarantee confirmation letter.

**Supply Address** means the address at which the Solar System has been installed.

**Related Body Corporate** has the meaning given in the *Corporations Act 2001* (Cth).

**'We', 'Us' and 'Our'** means Pacific Blue Retail Pty Ltd t/a Tango Energy ABN 43 155 908 839.