



## *GENIUX ENERGY Pty Ltd*

# Application for Solar PPA Retail Licence Exemption in Western Australia

### Contents

APPLICATION FORM .....	2
EXEMPTION APPLICATION CHECK LIST .....	3
DESCRIPTION OF PRIMARY BUSINESS ACTIVITIES.....	4
CORPORATE INFORMATION .....	6
BUSINESS MODEL AND FORECAST CUSTOMERS.....	7
RELEVANT EXPERIENCE SELLING ENERGY PRODUCTS AND SERVICES.....	9
PREVIOUS/CURRENT LICENCES AND/OR EXEMPTIONS AND ANY BREACHES OR INVESTIGATIONS.....	11
STATEMENT TO GOVERNOR – PUBLIC INTEREST.....	11
WRITTEN DECLARATION OF FINANCIAL SOLVENCY .....	12
PRODUCT DISCLOSURE STATEMENT.....	13

# 1 APPLICATION FORM

Applicant Details	
Legal name	Geniux Energy Pty Ltd
Trading name	Geniux Energy
Registered office	78 Angelo St, South Perth WA 6154
Principal place of business	78 Angelo St, South Perth WA 6154
Contact Details	
Name of primary contact	David Briffa
Postal Address	78 Angelo St, South Perth WA 6154
Telephone number	0412 342 111
Email	<a href="mailto:mandy@geniux.com.au">mandy@geniux.com.au</a>
Company Structure	
ABN or ACN	ACN: 625 360 134 ABN: 68 625 360 134
Legal structure	Australian Private Company
Company directors	David Briffa Glenn O'Connor-Smith Brad Raynor Nadja Cramer
Description of primary business activities	Section 2
Associated entities	Geniux Pty Ltd, Geniux Go Pty Ltd
Business Requirements	
Brief description of the business model, including forecasted type (commercial and residential) and number of customers	Section 4
Details of experience in selling energy products and services	Section 5

## 2 EXEMPTION APPLICATION CHECK LIST

Information Required	Application Reference
A version of the application suitable for publication on the Department of Finance website.	
An overview of the applicant's corporate structure.	Section 4
Identity information, including legal and trading name (if relevant) and ABN or ACN.	Section 4
Registered postal address and contact details of the applicant.	Section 4
Name and contact details of the applicant's main contact person.	Section 4
An overview of the applicant company's profile and a description of the company type (Public, private, joint venture, other body corporate, partnership, sole trader or other entity).	Section 3
A list of associated or controlled entities, including the degree of control exercised.	Section 4
A description of the applicant's business model, including forecasts for the number of customers expected to be serviced under a solar PPA over the next three (3) years.	Section 5
A written declaration from the applicant attesting to the applicant's financial solvency.	Section 9
A copy of the applicant's proposed solar PPA Product Disclosure Statement.	Section 10
A description of the applicant's previous experience selling energy or solar PPA products.	Section 6
Details of whether the applicant holds, or has previously held or been subject to, an energy selling retail licence, licence exemption or retailer authorisation in any Australian state or territory, including Western Australia.	Section 7
Details about any breaches of those licences, exemptions or authorisations, where a penalty or enforcement order was applied.	Section 7
Details of any current or ongoing investigations about an alleged breach of a licence, exemption or authorisation.	Section 7
Statements and evidence to enable the Governor to consider whether granting a licence exemption would be contrary to the public interest.	Section 8

### 3 DESCRIPTION OF PRIMARY BUSINESS ACTIVITIES

Geniux Energy Pty Ltd is a new solar energy company offering rental tenants the chance to benefit from the reduced costs of electrical energy through a solar system.

Geniux Energy facilitates the provision of solar energy into the residential and commercial market place by working with its Strategically Aligned Partners (SAP's). By matching its Tier 1 suppliers, installer, hardware and software to a market leading funding model, Geniux Energy creates a worry free source of reliable and cheaper electricity at no cost to the tenant or the landlord. Geniux Energy will own, operate and maintain each solar energy system it installs working on behalf of its fund investors. Geniux is a service based business providing Solar energy as a service (SaaS) and not a product supply and install company.

As the owner, Geniux Energy must ensure the quality of it's assets. Therefore, Geniux Energy pre-qualifies every supplier, installer and supply before accepting it into its supply chain. These relationships are reviewed annually. Geniux Energy has currently teamed up with Energus and Solaluna to provide top quality, Tier 1 products and installation of our systems. These suppliers and installers specialise in providing domestic, commercial and industrial electrical and renewable services. They have been completing sales, design and installation of both commercial and domestic solar systems, including battery storage and off-grid systems, across Australia over a number of years and are considered reputable suppliers/installers within Australia.

Geniux Energy also works with external electrical engineers as an oversight function to ensure proper credential of, and efficacy to, its assets. Geniux Energy has had over a 2 year relationship with BCA Consultants. BCA Consultants has a long history of servicing the Australian construction industry by providing state-of-the-art innovations and solutions in building services engineering, compliance and certification.

Geniux Energy underwrites the operational capacity of its assets via a planned maintenance schedule completed by its SAP's on a regular and on-going basis to pro-long and ensure asset life. Separate to its SAP's, Geniux Energy itself has the in-house operational capability, systems, people and funding to provide Solar Power Purchase Agreements (SPPAs) to the solar market across Western Australia. Geniux Energy understands the solar and renewables marketplace intimately and plans to become a leading integrated renewable energy provider in the Western Australia residential and commercial market. With our strategically aligned partner, Geniux Energy is more than qualified provide the depth of assurance required to fulfil solar PPA contract obligations. Not being beholden to any one particular supply or supplier and with a strong system of oversight and efficacy, Geniux Energy is a sustainable business model that can achieve consistent, reliable and cheaper-than-grid electricity supply over the long term.

## 4 CORPORATE INFORMATION

Corporate Details	
Legal Name	Geniux Energy Pty Ltd
Trading Name	Geniux Energy
Registered office and principal place of business	78 Angelo St, South Perth WA 6154
Contact Person	
Name of primary contact	David Briffa, Director
Postal Address	78 Angelo St, South Perth WA 6154
Phone	0412 342 111
Email	david@geniux.com.au
Corporate Structure	
ABN or ACN	ABN 68 625 360 134; ACN 625 360 134
Legal structure	Australian Private Company
Company Directors	David Briffa Glenn O'Connor-Smith Brad Raynor Nadja Cramer
List of associated or controlled entities, including the degree of control exercised	Geniux Pty Ltd – 100% shareholder of Geniux Energy Pty Ltd Geniux Go Pty Ltd – associated entity 100% owned by Geniux Pty Ltd

## 5 BUSINESS MODEL AND FORECAST CUSTOMERS

Geniux Energy aims to be a provider of clean renewable energy to clients throughout Australia. Geniux Energy can provide property owners lower cost electricity rates compared to current electricity retailers. With no upfront capital costs for the solar system, our clients reduce their carbon foot print, save on their energy costs and improve the value of their property.

Geniux Energy primarily targets leased properties within the residential and commercial markets. Research has shown that tenants, and most particular residential tenants, are missing out on accessing cheaper, renewable energy. Geniux Energy's business model is designed to allow tenants to access cheaper electricity through the provision of solar energy through a no capital cost structure to the landlord coupled with the landlord's ability to increase its rental return. This is achieved via Geniux Energy leasing of its roof space and other solar energy system occupying spaces. Thereby, the tenant receives reduced electricity bills and the landlord improves his asset and income.

Geniux Energy is a service based business providing solar energy as a service (SaaS) and not a product sales company. Our vision to maintain an on-going relationship with our clients into perpetuity and not over a medium term contracted period.

Geniux Energy facilitates the embedment of energy infrastructure within the built form environment by bringing together world's best infrastructure to best practice infrastructure funding. Partnering with pre-qualified suppliers, installers and consulting engineers (SAP's) Geniux Energy maintains a flat structure that is strongly focused on delivery expertise from the best sources, be it internal or external. Geniux's sound corporate finance model underpins its ability to deliver in the long term.

Under the solar PPA model, Geniux Energy will enter into an agreement with the customer and, with its SAP's, will design, supply and install a battery ready solar system at our customer's premises, all at Geniux Energy's cost. Geniux Energy will continue to own the solar PV system and retain the responsibility for the ongoing maintenance and monitoring for a specified term with the objective of renewing the service at the end of each contract date. Geniux Energy also looks to upgrade its systems at appropriate times when efficiency improvement enhance returns to all stakeholders in an economical manner. The customer agrees to purchase the energy produced by the system at a specified kWh rate (the rate may be linked to an inflation index). The customer must maintain at all times an appropriate contract with an authorized energy retailer.

Geniux Energy expects to enter into 10 to 15 residential solar PV PPA agreements in 2018. Our forecast of solar system installations is expected to be a minimum of 15 per year over the next 3 years. Subject to additional market research, we may offer solar PPA services to medium-scale commercial and industrial enterprises. The typical length of each solar PV PPA is expected to last up to 10 years, although there may be instances where this is extended to 20 years where the client wishes to upgrade their system and continue with our PPA.



## 6 RELEVANT EXPERIENCE SELLING ENERGY PRODUCTS AND SERVICES

Geniux Energy is a new Solar as a Service (SaaS) company founded by David Briffa, Glenn O'Connor-Smith, Brad Raynor and Nadja Cramer to provide the rental marketplace with solar PPA services.

David, Glenn and Brad have extensive experience in the property industry through their association with the ACTON Real Estate Group (ACTON). The three operate out of ACTON Projects, the property development arm of ACTON, consulting, advising, project managing and selling for their clients. Further, ACTON projects holds a significant property management portfolio dealing with all facets of the day to day operations of its clients' investment portfolios.

Working with its Strategically Aligned Partners (SAP's) Geniux Energy has access to quality installers and distributors of Solar PV panels, solar inverters, components and complete solar systems. Across its SAP's, Geniux has accessed partners that which specialise in providing domestic, commercial and industrial electrical and renewable services.

Geniux Energy and its SAP's have completed sales, design and installation of commercial and domestic solar systems, including battery storage and off-grid systems, across Western Australia. Together, they have installed a combined capacity of over 500kw of grid and off-grid connected solar. Recent projects include 15kW system at Pumnu Station, a 15kW system at Pangurr Medical Centre, Cotton Creek Station and a 16kW system in Olive Grove, Spearwood.

Recent projects of our Strategic Partner, Energen include:

- 1MW BIPV installation of “Half Moon” project on the roof of the newly built racecourse by Medan in Dubai in 2010
- Deployment of 300MW of Suntech solar panels in Australia’s residential and commercial sector
- MW utility scale solar project in European countries including a 350 MW utility scale project, the largest in 2012 at the time, by CA utility Sempra
- Rooftop installation of 384kW using Pluto modules at the premises of the Sydney Theatre Company in 2011
- 1.5MW University of Queensland project – the largest rooftop PV installation in Australia
- 512kW solar battery hybrid project in Vava’u, Kingdom of Tonga
- 500kW roof mounted installation for KJM Contractors – Adelaide
- 235kW Alice Springs Airport CPV project – first of its kind in the southern hemisphere

Based on the experience of Geniux Energy and its SAP’s, they have the operational capability, systems, people and funding to provide solar PPAs and early stage project financing to the solar market across Western Australia. Geniux Energy’s SAP’s are accredited by the Clean Energy Council and have membership at Engineers Australia.

Geniux Energy understands the property development, property management and energy marketplace intimately and plans to become a leading integrated utility infrastructure business in the Western Australia residential and commercial leasing market. Geniux Energy is unique amongst its market competitors because of its intricate knowledge of the property industry, its non-reliance to particular supply and install model, its micro-infrastructure funding model and most important how it delivers quality assurance through the accreditation of its SAP’s.

## 7 PREVIOUS/CURRENT LICENCES AND/OR EXEMPTIONS AND ANY BREACHES OR INVESTIGATIONS

Geniux Energy has not breached any energy licence and is not under any investigation.

## 8 STATEMENT TO GOVERNOR – PUBLIC INTEREST

There is no evidence to suggest the Governor granting a licence exemption would be contrary to the public interest.

Renewable energy solutions are a cost-effective way to produce energy whilst having minimal impact of the environment, reducing our carbon footprint. Solar systems are typically installed on an area which has little other use.

Solar PPA's will allow our customers to reduce the cost of their electrical bills. By offering the system with no upfront costs to the customer upfront, solar PPAs will allow business owners, landlords and owner/occupiers with limited excess capital to benefit from access to alternative energy.

Geniux Energy aims to target the property leasing market both residential and commercial to assist in delivering energy savings to tenants whilst benefiting the landlord. In particular, targeting this market is essential, as tenants would not necessarily be in a position to purchase their own solar system due to landlord reluctance but would greatly benefit from the reduced costs offered by a solar system.

Granting this licence exemption will broaden public access to alternative energy providers and energy sources that have proven environmental and financial benefits. This will also provide Geniux Energy with a source of income and a chance to expand its customer and asset base, in turn increasing employment opportunities through our growing business.

## 9 WRITTEN DECLARATION OF FINANCIAL SOLVENCY

Department of Finance Public Utilities Office  
Government of Western Australia

10 July, 2018

To Whom it May Concern,

We, David Briffa (Director and CEO) and Bradley Raynor (Director and Company Secretary), confirm the following:

- an administrator, receiver or insolvency official has not been appointed to control any part of the business or its property;
- no application or resolution has been passed or steps taken to wind up the company; and
- We are not aware of any other factors that may impede the company's ability to finance and service solar PPA customers under the proposed business model.

Yours faithfully,

David Briffa

Bradley Raynor



Director and Chief Executive Officer



Director and Company Secretary

## 10 PRODUCT DISCLOSURE STATEMENT

Before you sign the Geniux Energy Solar Power Purchase Agreement, you should read this Product Disclosure Statement (PDS), together with the agreement. The PDS and the agreement contain important information about the service.

### Introduction

This PDS outlines information pertaining to Geniux Energy's (GENIUX ENERGY) solar Purchase Power Agreement (PPA). A solar PPA is an agreement between GENIUX ENERGY and the client where GENIUX ENERGY agrees to build, own and operate a solar photovoltaic (PV) system from which electricity is generated and sold to the client at a pre-determined rate. Benefits from our solar PPA include but are not limited to:

- A no upfront cost of reducing the carbon footprint of the built environment.
- No upfront capital or on-going operational costs. This means no allocation of limited resources, debt or risk for a non-core asset.

### System Design

GENIUX ENERGY will perform a consumption study based on your current electricity use and will use this to design a solar system specific to your needs. It is important that you consider any limitations of the system for future electricity needs, for example, if your consumption patterns are likely to change or overall consumption is likely to increase.

### This Solar PPA is Not For Your Primary Energy Supply

This solar PPA provided by GENIUX ENERGY is an alternative to purchasing a solar PV system and supplements your primary source of electricity supply. The solar PPA is separate to your supply contract with your electricity retailer. We do not control the quality, frequency and continuity of energy supply to your premises other than the solar energy generated by the solar PV system. You should contact your primary retailer for any issues with the quality, frequency and continuity of energy supply (other than solar energy) to your premises.

## **Licence**

GENIUX ENERGY is not licenced and is not bound by the obligations under the Electricity Industry Act 2004 or its subsidiary legislation relevant to licencees, including the obligation to be a member of Ombudsman Scheme.

## **Australian Consumer Law (ACL) Protections Apply**

The supply of electricity under this solar PPA is subject to the Australian Consumer Law (ACL).

## **Contract Term and Options at End of Contract**

The term of the solar PPA is X years, to a maximum of 10 years with an option for you to purchase the solar PV system after a set time. At the end of the term of this PPA, GENIUX ENERGY provides you with options to either:

- a) Renew another set of contract terms with a new solar PPA.
- b) Take ownership of the system.

If you choose to take ownership of the solar PV system all electricity generated from the system belongs to you and you will become responsible for the maintenance, cleaning, repair and removal of the solar PV system if required.

## **Applicable Fees and Charges**

Your monthly invoice will cover a “billing period” set out in the schedule to the solar PPA. The invoice will account for all the electricity generated by the solar system at the contract rate (plus any relevant fees and taxes) that is consumed by you. GENIUX ENERGY will not charge you for any electricity that the solar PV generates that is not consumed by you, unless you have agreed to a minimum charge where you use less than the agreed minimum take of electricity generated by the solar PV.

Other fees that may apply include:

- A cancellation fee if you wish to cancel the PPA before the final installation.
- An exit fee if you wish to end the PPA before its contractual term.
- A system removal fee to cover removal of the Solar PV system if you request us to do so before the contractual term.
- Late payment fees if you are late in bill payment.

- Payment processing fee if the payment methods results in GENIUX ENERGY incurring any charges. These charges will be itemised and passed through at cost.
- A reactivation fee for the costs incurred if GENIUX ENERGY is required to reactivate the solar generation system.
- Paper bill fee for having paper bills sent through the mail.
- Meter check fee to check the accuracy of the system. If the system is found to be accurate the cost of the check will be passed onto you. If found faulty we will cover replacement costs.

In the case where a change in law affects the agreement, GENIUX ENERGY reserves the right to recoup costs where the impact on GENIUX ENERGY results in reasonable costs incurred. In the case that we seek to introduce a new fee you will have 2 weeks to decide on agreement or rejection of the fee and terminate the agreement without penalty

If you wish to end the PPA before its contractual term you are obligated to purchase the entire system as per the agreed cost breakdown detailed in the agreement.

On each anniversary of the commencement date of this agreement during the Term, all the fees listed above will increase by CPI (All Groups) published by the Australian Bureau of Statistics for the quarter immediately prior to the latest anniversary of the commencement date.

In the case where a change in relevant laws or regulations affects the agreement, any additional benefits payable or additional charges being incurred by GENIUX ENERGY will be passed through to you. We will do what we can to reasonably minimise any costs.

### **Billing Frequency and Format**

GENIUX ENERGY will invoice you on a monthly basis in arrears for all electricity supplied by our system by email within 10 days of the last day of the billing period as listed in the PPA. Each invoice will specify the consumed electricity or minimum electricity amount and corresponding electricity charge. Payment must be made via EFT on 14 day payment terms.

## **Meter Reading**

GENIUX ENERGY will utilise meters that are approved under the National Measurement Institute (NMI) and are considered suitable for billing requirements in terms of their accuracy (Class 1 or better). We will monitor the energy (kWh) output of the solar system and the amount of solar energy being consumed or exported to the grid. Where possible, the meter reading will be accessed remotely through a wired or wireless data connection.

## **Specific Details About the Agreement**

Estimated annual output: (xxkWh)

Estimated first year payments: (\$\$xx)

Tariff - Price per unit of solar Energy: (xxc) per kWh

Solar PV System Capacity: (xx kWh)

One unit of electricity equals one kilowatt-hour (kWh). The tariff is calculated by several factors, including the length of the contract, the size of the solar PV system, the location of the site for the PV system and any other factors that are site specific and might impact the cost of installing the system.

## **Termination Rights and Obligations of the Customer and Changes in Business Ownership**

You may terminate this agreement at any time by providing GENIUX ENERGY notice in writing of such termination at least 30 business days before termination is to take effect and by paying the early exit fee as specified in the agreement. The early exit fee is designed to ensure we receive a fair return on our investment in the solar PV system. If the agreement is terminated for whatever reason, and unless you have agreed to purchase the system from us, you must provide us with reasonable assistance and access to the system so we can remove it from the premises.

If you sell or transfer your property during the term of the agreement, the agreement can be transferred to a new owner subject to the new owner meeting our minimum eligibility requirements including credit requirements. Where the system cannot be transferred, you will need to pay the early exit fees as outlined in the agreement.



You also have rights to terminate the agreement including if GENIUX ENERGY is in material breach of the agreement and fails to remedy this breach within a reasonable period of time.

### **Our Termination Rights**

GENIUX ENERGY may terminate the agreement at any time, subject to us notifying you in writing of such termination not less than 30 business days before the termination is to take effect, if:

- The agreement causes GENIUX ENERGY to incur significant ongoing financial losses.
- The connection point to the grid is disconnected.
- The customer has supplied false or misleading information for the PPA.

In these cases, the customer has no claim against GENIUX ENERGY in respect to any costs or liabilities acquired as a result of or in association with the termination.

### **Damage to Network**

GENIUX ENERGY will take necessary safety measures and include all required engineering safeguards as stipulated by the network in their approval of the solar power system. You do not have any direct obligations to the network provider but under your supply agreement with your grid retailer, you may be liable for any damages caused by the solar power system.

### **Dispute Resolution**

We are committed to providing the best possible service and will work with you to resolve any complaints. If you have any disputes at all you must let us know in written form and include:

- the matter in question;
- if an invoice, the amount disputed and the invoice number; and
- the grounds on which your dispute is raised.

If the issue is still not resolved, senior representatives from both parties should use their best endeavours in in good faith to negotiate a resolution of the dispute within 10 Business Days after the initial written notification of the dispute from one party to the other. If you are still not satisfied with the outcome, you may invoke the dispute resolution process detailed in the agreement.

## **Maintenance, Repairs and Warranty**

GENIUX ENERGY is responsible for maintenance and repair of the solar PV system for the duration of the agreement. We will maintain the system in accordance with the individual component's manufacturer specifications and any relevant legislation. You are required to provide reasonable assistance and access to GENIUX ENERGY and its representatives in order to maintain and repair the system. You are obligated not to interfere with the solar power system as detailed in the agreement.

The output of your solar PV system will vary depending on a range of variables including weather conditions, orientation and the age of the system. GENIUX ENERGY does not guarantee any minimum yield from the system. However, it is in GENIUX ENERGY's and your interest that the system performs at operational capacity over the length of the agreement.

Should you have any issues with the solar PV system please contact our Geniux Energy Maintenance department, Ritwik Ballal on 9474 2088.