

Appendix A: Application Form

Applicant Details	
Legal Name	Solar Assets Pty Ltd
Trading Name	Infinite Energy Solar Electricity
Registered Office	49 Labouchere Road, South Perth, WA, 6151
Principal Place of Business	49 Labouchere Road, South Perth, WA, 6151
Contact Details	
Name of Primary Contact	Aidan Jenkins
Postal Address	49 Labouchere Road, South Perth WA 6151
Telephone Number	Business: 08 6144 5201
	Mobile:
Email	
Company Structure	
ABN	83 168 191 848
Legal Structure	Corporation
Company Directors	
Description of Primary Business Activities	Appendix C-1
Associated Entities	Appendix C-2
Business Requirements	
Brief description of the business model, including forecasted type (commercial and residential) and number of customers	Appendix C-3
Details of experience in selling energy products and services	Appendix C-4

Appendix B: Exemption Application Check List

Information Required	Information Provided	Application Reference
A version of the application suitable for publication on the Department of Finance website	✓	Separate copy provided
An overview of the applicant's corporate structure.	✓	Appendix C-5
Identity information, including legal and trading name (if relevant) and ABN or ACN.	✓	Appendix B
Registered postal address and contact details of the applicant.	✓	Appendix B
Name and contact details of the applicant's main contact person.	✓	Appendix B
An overview of the applicant company's profile and a description of the company's main business activities.	✓	Appendix C-1
Description of the company type (public, private, joint venture, other body corporate, partnership, sole trader or other entity).	✓	Appendix B
A list of associated or controlled entities, including the degree of control exercised.	✓	Appendix C-2
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.	✓	Appendix C-3
A written declaration from the applicant attesting to the applicant's financial solvency.	✓	Appendix E
A copy of the applicant's proposed solar PPA Product Disclosure Statement.	✓	Appendix F
A description of the applicant's previous experience selling energy or solar PPA products.	✓	Appendix C-4
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.	✓	Appendix C-6
Details about any breaches of those licences, exemptions or authorisations, where a penalty or enforcement order was applied.	✓	Appendix C-6
Details of any current or ongoing investigations about an alleged breach of a licence, exemption or authorisation.	✓	Appendix C-6
Statements and evidence to enable the Governor to consider whether granting a licence exemption would be contrary to the public interest.	✓	Appendix D

Appendix C: Responses

C-1 Description of Primary Business Activities

Infinite Energy is Australia's largest Clean Energy Council Approved Retailer and the 4th largest solar retailer overall. Infinite Energy is headquartered in Perth, with offices in Sydney Melbourne, Brisbane and Adelaide. Infinite Energy has provided solar solutions to over 10,000 homes, businesses and government departments, totalling over 50 megawatts of solar PV.

In addition to Solar PV retailing, Infinite Energy offers a range of energy solutions including battery storage, electricity retailing, embedded networks, electric vehicle charging solutions and financing options.

C-2 Associated Entities

Confidential

C-3 Brief Description of the Business Model

Collectively, Infinite Energy's associated entities directly employ over 50 people around Australia, as well as those employed by its installation subcontractors.

Infinite Energy operates as an integrator of quality solar products and solutions, delivered via large residential and commercial focused Sales and Marketing teams. Infinite works with a select number of high-end manufacturers, wholesalers and installers. These partnerships are optimised alongside its in-house Procurement, Warehousing and Project Delivery teams.

Infinite Energy's electricity retailing and embedded networks business leverages from the solar Sales and Marketing team to offer holistic energy solutions for commercial businesses.

Solar Assets already sells solar PPAs to large use commercial customers. It intends, via the Retail Licence Exemption, to also offer these to small use commercial and residential customers. Infinite anticipates selling approximately 3,000 residential solar PPAs over the next three years.

C-4 Experience Selling Energy Products and Services

With over 50MW of sales since launching in 2009, Infinite Energy is one of Australia's largest distributed solar PV providers. Infinite Energy Electricity supplies grid electricity to commercial customers in the WEM, which has brought Infinite Energy a valuable understanding of the WA electricity market.

Infinite Energy is one of the most experienced and knowledgeable solar PPA providers in the country. In partnership with Sun Edison, Infinite Energy brought one of the first solar PPA products to WA and was the exclusive agent for the Origin Energy Solar as a Service (SaaS) PPA offering for the State. Today, Infinite Energy sells its own commercial solar PPA product.

Drawing on its residential solar PV retailing and commercial Solar PPA experience, under the Solar PPA Retail Licence Exemption, Infinite Energy intends to extend its Solar PPA offering to small use commercial and residential customers, adapted to be suitable for the small business and consumer markets.

C-5 Overview of Corporate Structure

Confidential

C-6 Previous/current Licences and/or Exemptions and any Breaches or Investigations

Infinite Energy holds the following relevant licences and licence exemptions:

- WA Retail Electricity Licence ERL22 (Blue Star Energy Pty Ltd T/A Infinite Energy Electricity). The last audit of ERL22 by the Economic Regulation Authority was released in May 2016 and noted “The ERA is satisfied that Blue Star has demonstrated a high level of compliance with its licence conditions. The ERA has decided to extend the period of time until the next Audit from 24 to 48 months.”;
- AER Individual Retail Exemption (Efficient Homes Australia Pty Ltd T/A Infinite Energy);
- WA Solar Power Purchase Agreements Retail Licence Exemption (Efficient Homes Australia Pty Ltd T/A Infinite Energy).

There have been no breaches of these licences to date and there are no ongoing investigations into any activities associated with these licences.

Appendix D: Statement to Governor – Public Interest

The Minister for Energy has approved a licence exemption framework for solar PPA providers to apply for individual retail electricity licence exemptions. The Minister's decision follows the approach recommended by the Department of Finance, Public Utilities Office and will promote further competition in the WA electricity sector. With the environmental benefits of solar energy clear, a Public Interest Test should focus on the quality and integrity of the party seeking a licence exemption, given they will not be bound by normal customer protection obligations under a retail licence, as well as the benefits the exemption will bring.

Solar Assets T/A Infinite Energy Solar Electricity already sells solar PPAs to commercial large use businesses. Solar PPAs are popular where businesses are capital constrained. With no capital outlay, solar PPAs allow businesses to access low-cost renewable energy, saving them money on monthly energy expenses. Offering this product to the residential sector will provide access to no upfront cost, low-priced renewable energy products to some of the most disadvantaged consumers in Western Australia, who may otherwise not be able to afford the cost of installing solar at their homes.

Currently, residential electricity customers in WA cannot choose their electricity retailer. The Minister for Energy has committed to a mid-2019 date for Full Retail Contestability (FRC). While not replacing FRC, approving the licence exemption will allow Solar Assets to offer an alternative and complimentary electricity supply option to Western Australians in the immediate term. Customers are not bound to enter any solar PPA agreement and should do so by choice, where the benefits have been clearly established and articulated. This is where Infinite Energy excels.

Infinite Energy boasts one of the highest customer experience rankings of any solar provider in Australia based on independent customer review scores (Net Promotor Score, Google Reviews, Facebook, Solar Quotes). We have built an enviable reputation in the industry as being a no-pressure sales organisation that takes the time to explain all aspects of a technology that is often confusing to its customers. Testament to this is the amount of referral business we receive.

Infinite is also Australia's largest CEC approved Solar Retailer (solaraccreditation.com.au/retailers). This accreditation binds us to a code of ethics authorised by the Australian Competition and Consumer Commission (ACCC), including providing minimum whole-of-system warranties and being accountable for our subcontractors.

Infinite Energy is accredited under the ISO:9001-2008 Quality Management System and has developed a solar-specific HSE Management System which our subcontractors must adhere to.

Finally, Infinite Energy is domiciled in Western Australia and is an electricity retailer in the WA electricity market. We are invested in the local economy, with the vast majority of our over-50MW of installed solar PV capacity going on WA rooves, providing access to low-cost renewable energy to West Australians. We employ over fifty people directly in WA and around the same amount indirectly, through our subcontractor partnerships.

Appendix E: Written Declaration



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A. 49 Labouchere Rd, South Perth WA 6151
E. enquiries@infiniteenergy.com.au
www.infiniteenergy.com.au

Government of Western Australia
Department of Finance Public Utilities Office

12th January 2018

To whom it may concern,

I, Aidan Jenkins, Managing Director of Solar Assets T/A Infinite Energy Solar Electricity, 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
- I am 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 sincerely,

Aidan Jenkins
Managing Director

Appendix F: Product Disclosure Statement

1. What is a Solar PPA?

A Solar PPA is a method of purchasing a solar energy system without any upfront costs. Rather than pay outright for the system and its installation, you pay for each unit of electricity you use for a contracted period.

When you enter into a Solar PPA with Infinite Energy, you are agreeing to buy electricity produced by a solar system located on your roof (or other part of the premises, as agreed). This agreement will typically be an addition to your Synergy grid supply, which will in most cases, be the primary source of electricity supply to your premises.

A solar PPA rate will typically be a lower rate than the cost of electricity supplied from the grid. It should be seen as a way to reduce your electricity bill, rather than completely replace it.

You will receive a monthly bill from Infinite Energy for the energy you have consumed from the solar system, as well as your periodic bill from Synergy for the electricity you consumed from the grid and their associated charges.

2. Who can provide you with a Solar PPA?

An electricity retailer requires a licence to sell you electricity. If you consume less than 50MWh per year, only Synergy currently has a licence to sell electricity to you as a 'non-contestable customer'. Otherwise, any appropriately licenced retailer can offer a grid supply or a Solar PPA.

Retail licenses generally contain obligations under legislation to provide services and protections that must be provided to the customer, including an obligation to be a member of the Electricity Ombudsman Scheme.

Infinite Energy has applied for and received an exemption from obtaining a retail license in order to offer Solar PPAs to non-contestable customers. If you are a non-contestable customer, then apart from Synergy, only companies that have received this licence exemption are allowed to offer you a Solar PPA.

You should be aware that under the exemption, Infinite Energy is not bound by the obligations under the *Electricity Industry Act 2004* or its subsidiary legislation relevant to licensees, including the obligation to be a member of the Electricity Ombudsman Scheme.

3. What protections do I have?

In addition to the warranties outlined in this document, the supply of electricity services to consumers under a Solar PPA is subject to consumer protections under the Australian Consumer Law. You can find out more about these protections on the Australian Consumer Law website: consumerlaw.gov.au

4. How long is the Contract I am entering?

The term of this solar PPA agreement is [] years.

We will provide you with an indicative Buyout Schedule which will provide a guide for each year over the contracted period of the likely price of the system if you choose at any time to offer to buy the system outright from us.

While we are not obliged to sell the system to you, typically we will do so if offered a price in line with the Buyout Schedule.

5. What happens at the end of my contract?

The solar system is likely to have a useful lifespan well in excess of the contract period. Quality solar systems, properly maintained, should last around 20 years.

Under the rules of a Solar PPA, at the end of your contract period, the solar system still belongs to Infinite Energy. At this time, we provide you with a number of options:

You may offer to purchase the solar system from us for as little as \$1. Infinite Energy expects this to be most households preferred option. Once you own the system, all electricity generation belongs to you and is free of charge.

Alternatively, you may enter into a new contract with Infinite Energy. We will continue to charge you an agreed price for each unit of electricity produced over the term of the new contract and be responsible for maintaining the solar system.

Lastly, you may request Infinite Energy to remove the system from your premises at your cost.

6. Can I exit the contract early?

The contract ends at the expiry of the contract term.

Prior to the expiry of the term, you may exit the contract by purchasing the solar system by paying the remaining value specified in the Buyout Schedule and ownership will pass to you.

Should you like Infinite Energy to remove the solar system under this circumstance, we will charge you the reasonable cost of removing and disposing of the system.

You can also end the contract early at any time before the commencement of the solar system installation. You must pay Infinite Energy the reasonable costs which we have incurred, in relation to facilitating the contract and installation, up to the point of notification of termination. Infinite Energy will itemise these costs for you.

You can exit the contract early if any of the following applies:

- Infinite Energy proposes additional fees that are not agreed to by you (and not contemplated in the contract);
- Infinite Energy is in breach of the contract and fails to remedy the breach within 4 weeks after the breach has been established; or
- Force Majeure prevents Infinite Energy from meeting or performing its obligations under the contract (fully or in part) for more than 9 months.

7. What if I move house or sell my house?

If you move house, you must notify Infinite Energy within 4 weeks of vacating. In this instance we will provide the following options:

If you are selling your home you may agree with the incoming purchaser that they enter into a new Solar PPA with Infinite Energy on the same terms as your original agreement. Your agreement with us will terminate once the incoming purchaser has signed the new agreement.

You may also choose to exit the contract by buying the solar system at the remaining value in the Buyout Schedule. It is up to you to decide if you include this amount in the sale price.

If you decide to lease your property you can choose to either exit the contract by buying the solar system at the remaining value in the Buyout Schedule, or continue the agreement. If you choose to continue the agreement you may decide to pass on the amounts we bill you to your tenant. In this case, the bills will continue to be sent to you and you will remain liable for payment. If you require your tenant to pay the charges and respect the other terms in the agreement, this arrangement remains a private matter between yourselves.

8. What fees and charges apply under the contract?

There are no up-front charges for the installation of the solar system. Infinite Energy will invoice you a monthly amount and you will be able to select your preferred billing method. Infinite Energy prefers electronic billing, however you may select to receive a paper bill via the post for a small fee.

Monthly invoices may include the following fees and charges:

- **Consumption Charge** - a charge for the electricity you consumed from the solar system. This charge is calculated by multiplying the applicable Solar PPA rate by the quantity of solar electricity consumed in that billing period. The quantity of solar electricity generated will be measured by an appropriate meter, as described in this document.
- **Taxes** - any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that Infinite Energy has to pay (directly or indirectly) in association with the sale and supply of solar electricity and which may be applied to Infinite Energy from time to time. These charges will be itemised and passed through to you at cost.
- **Grid meter change** - a one-off charge may be applicable if Infinite Energy is required to change your grid-supply electricity meter. This charge will be passed through to you at cost.
- **Card payment fee** - Infinite Energy charges a 1% surcharge on Mastercard and Visa payments; and a 1.5% surcharge on American Express payments.
- **Paper bill fee** - for receiving a paper bill in the mail. This will be set out in the contract.

- **Reactivation fee** – to cover the costs incurred by Infinite Energy to reactivate the solar system if the system has been deactivated due to a customer breach or failure to pay the contract charges.
- **Removal fee** – to cover the removal of the solar system if you request us to do so. This fee won't apply if you do not request us to remove the system.
- **Buyout Price** – as described in this document for exiting the contract early and transferring ownership of the solar system to you.
- **Payment processing fee** – for paying by any payment method where the Infinite Energy incurs a cost to receive or process that payment (other than the cost covered by the card payment fee). This fee will be itemised and passed through at cost.
- **Late payment fee** – for payment (or part-payment) of invoices after the due date. This will be specified in the contract.
- **Other payment fees** – any additional costs incurred by Infinite Energy relating to payments that are dishonoured or reversed. These fees will be itemised and passed through at cost.
- **Meter check fee** – If you request Infinite Energy to check the accuracy of your solar electricity meter; and that check finds the meter is accurate, we will pass through the reasonable cost of the test. If the meter is found to be faulty, we will cover the cost of the test and of repairing or replacing the meter.

9. What is the per unit price of the solar electricity over the term of the contract?

The price per unit of solar electricity is [___] cents per kWh.

One unit of electricity equals one kilowatt-hour (kWh). This price has been determined by a number of factors, including the term of the contract, the size of the solar system, the location of the site for the system and any other factors specific to your premises that might impact the cost of installing the system. This price will not be changed over the term of the contract, except for the regular annual indexation of the price with CPI (based on the September quarter CPI figure released by the Australian Bureau of Statistics), or if any new taxes or

charges resulting from a change in law which requires us to incur new costs.

Prior to entering a contract, Infinite Energy is required to provide you with an estimate of the quantity of electricity the solar system will produce in the first year, and based on this estimate, the first year's cost of supply of the solar electricity. Based on the configuration of your system:

The expected annual output of the solar system in year 1 is [___] kWhs.

The expected annual cost of the output of the solar system in year 1 is [\$___].

10. How will you measure electricity generation from my solar system?

Infinite Energy will install a separate solar electricity smart meter to measure the amount of electricity generated from your solar system. We will only use 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). Meters will also comply with the National Measurement Act 1960 (Cth) requirements for electricity meters.

The solar electricity smart meter will be able to be read remotely, so no meter readers will be required to enter your premises. This also allows us to monitor the output of the solar system to ensure it is operating correctly. While Infinite Energy will use high quality meters, if any meters are found to be faulty, we will replace or repair them at our cost.

The solar electricity smart meter will only measure the quantity of electricity produced by the solar generation system. Any electricity consumed from the grid will still be metered separately by your grid retailer, such as Synergy. Your grid retailer will also meter any solar electricity that is not consumed by you (or not stored if you have a battery storage system) and is injected into the grid. If you are a non-contestable customer, Synergy may pay you for unused solar electricity under the REBS buy-back scheme. Any buy-back agreement is between you and Synergy.

11. What do I need to do to connect the solar system to the grid?

Infinite Energy will organise approval from Western Power to connect the solar system to the grid. We simply request you to provide us with the authority to deal with Western Power on your behalf and provide the necessary information for the purposes of obtaining this approval. This typically means assisting us with filling out and signing application forms. Any costs relating to the connection to Western Power's grid will be covered by Infinite Energy under our PPA agreement.

12. Am I liable for any damage to the grid caused by the solar system?

Your network connection agreement with Western Power is managed through Synergy as your grid electricity retailer. You do not have any direct obligations to Western Power but under your supply agreement with your grid retailer, you may be liable for any damages caused by the solar system.

However, Western Power's Technical Rules govern the type of solar equipment, such as inverters, that can be connected to their grid. Infinite Energy, like all solar providers, are only permitted to use compliant equipment. The risk of damage to the grid from compliant solar equipment is small.

13. What if I don't agree with an invoice or I have a dispute or complaint?

If you dispute any part of an invoice or the contract, you may make a complaint to Infinite Energy via email, phone or in person at our office. Upon receipt, Infinite Energy will acknowledge the query or complaint within 10 business days and respond by addressing the matter within 20 business days. The time the company spends investigating a complaint is determined by its seriousness and complexity.

While most queries or complaints should be able to be rectified quickly and easily, such as establishing meter data and invoice amounts, when responding to a complaint Infinite Energy will advise you that you have the right to have the complaint considered by a senior employee. Infinite Energy will keep a record of all complaints and correspondence, as well as the time taken to resolve.

If you are not happy with how a complaint has been resolved, you may refer the complaint to the Consumer Protection division of the Department of Mines, Industry Regulation and Safety:

commerce.wa.gov.au/consumer-protection/making-complaint

Further avenues exist to make complaints about a service provider or seek advice on your rights from the Australian Competition and Consumer Commission (ACCC):

accg.gov.au/consumers/health-home-car/solar-power#consumer-rights-for-solar-power

14. Who is responsible for the maintenance and repair of the solar system?

Infinite Energy is the provider of maintenance and repair services for the solar system. A solar PPA works on the principle that you as the customer only pay for the electricity consumed by the solar system. If, for whatever reason, the system stops producing or under-produces, Infinite Energy, as the owner of the system, does not get paid as it would if the system were working properly.

This relationship incentivises Infinite Energy to monitor and maintain the solar system to keep it in good working order. While it is in our interests to ensure the system is working properly, Infinite Energy is not liable for any losses or higher electricity supply costs due to non-performance of the system.

Your only obligation to us is to promptly inform us if you believe there is an issue with the solar system, as well as to allow Infinite Energy and its subcontractors reasonable access in order to maintain the system and repair any faults.

15. What is covered and not covered under warranty?

The output of a solar system will vary according to a range of factors, including weather conditions, orientation and the age of the system. Infinite Energy does not guarantee any minimum output from the solar system. However, the nature of a Solar PPA ensures that it is in both party's interests that the system produces to its capacity over the term of the contract.

While the solar system is owned by Infinite Energy for the term of the agreement, it should have a considerable amount of useful life remaining after the Solar PPA expires.

Depending on the system configuration System product warranties can be found here:

infiniteenergy.com.au/support/warrantyinformation