

CLP Renewable Energy System Non-Feed in Tariff Grid Connection Application Form (Solar & Wind)

CONFIDENTIAL

Part A) Applicant Information

CLP Electricity Supply Account Number* (See Important Notes 1. Eligibility)			
Name of Registered Customer	(English)	(中文)	
HKID Card, Passport or Business Registration Number (as applicable)	<i>(Please provide a copy of HKID Card, Passport, or Business Registration Certificate (as applicable) for identity verification purposes)</i>		
Contact Number	Mobile Phone:	Home/Office Phone:	Fax:
Email Address			
Correspondence Address (if different to registered Supply Address)			

Part B) Renewable Energy System Information

Installation Location*			Type	<input type="checkbox"/> Rooftop <input type="checkbox"/> Podium <input type="checkbox"/> Land <input type="checkbox"/> Other
Total Generation Capacity (kW) ** (Applicable up to 1MW)	Generation Capacity under this Application (kW)			
Renewable Technology	<input type="checkbox"/> Solar <input type="checkbox"/> Wind	Electricity Output	<input type="checkbox"/> Single-phase <input type="checkbox"/> Three-phase	
Expected Installation Completion Date (DD-MM-YYYY)	Existing Grid Connection Agreement Reference Number (if applicable)			

*Installation location should be at the supply address registered under the CLP electricity supply account number provided.

** Total generation capacity is the aggregate generation capacity of the renewable energy system that is the subject of this application and any existing renewable energy systems at the registered supply address.

Part C) Applicant's Contractor / Engineering Contact Information

Name of Contact Person:	Contact Phone Number:	Email Address:
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Part D) Emergency Contact Information (if different from the Applicant)

Name of Contact Person:	Contact Phone Number:	Email Address:
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REQUIREMENTS FOR SUBMITTING THE APPLICATION

- Completed Application Form
- A copy of HKID Card or Passport (for individuals) or a copy of Business Registration Certificate (for body corporates) for identity verification purposes
- Technical drawings and layout diagrams illustrating the physical locations of the renewable energy system and any other major electrical equipment installed or to be installed, including the location of the isolation switch, and the proposed location of the meter to be supplied by CLP for the measurement of the generation output of the renewable energy system. For applications in respect of an alteration to an existing renewable energy system, the layout diagrams must differentiate between the existing part and the proposed additional part of the renewable energy system
- Single-line electrical diagrams of the distribution system showing details of the proposed grid connection and the associated connection points, supply points, and metering points where applicable. For applications in respect of an alteration to an existing renewable energy system, the single-line electrical diagrams must differentiate between the existing part and the proposed additional part of the renewable energy system
- Completed and signed consent form of electrical installation works (if applicable)
- Video showing the independent staircase/access route leading to the renewable energy system (if applicable)

You may wish to refer to the latest edition of the Technical Guidelines on Grid Connection of Renewable Energy Power Systems and the Guidance Notes for Solar Photovoltaic (PV) System Installation, both issued by the Electrical and Mechanical Services Department for more detailed descriptions of the above items. Circuit diagrams of example installations can be found in the appendix of the Technical Guidelines on Grid Connection of Renewable Energy Power Systems.

<p>Declaration (Please tick to confirm)</p> <p><input type="checkbox"/> By applying to connect the renewable energy systems to the CLP power network, the Applicant agrees to be bound by the Terms and Conditions and any other terms and conditions in relation to the connection of renewable energy systems prescribed by CLP (as revised by CLP from time to time). The Applicant acknowledges that the Applicant has read the Important Notes section of this application form.</p> <p><input type="checkbox"/> It is hereby confirmed that the undersigned is the Applicant and that the details provided in this form and any other information submitted to CLP as part of your application to connect the renewable energy systems to the CLP power network are true and accurate. The Applicant indemnifies CLP against any damage, injury or loss suffered by CLP as a result of any fraudulent act on the part of the Applicant and the Applicant indemnifies CLP against any action, claim, cost or demand against CLP directly or indirectly arising out of or in connection with such fraudulent acts.</p>

Name of Applicant <i>(Where the Applicant is a corporation, I/We have the authority to bind the corporation.)</i>	Signature & Company Stamp <i>(if applicable)</i>	Date
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INFORMATION REQUIRED IN NEXT STAGE OF APPLICATION

At a later stage of the application, the following information will also be required:

1. A copy of the Operation Procedure for the renewable energy systems
2. Major equipment information (e.g. technical specifications of any solar PV panels, inverter, or wind turbines, if applicable)
3. A copy of the Testing and Commissioning Report for the renewable energy systems
4. A copy of the signed Work Completion Certificate (Form WR1)

The success of this application is subject to, among other things, our satisfaction that the information provided in respect of the renewable energy systems complies with the Safety and Technical Requirements.

IMPORTANT NOTES

1. ELIGIBILITY

If you do not currently hold a CLP electricity supply account for the supply address, you will need to apply for an electricity supply account prior to making an application to connect a renewable energy system to the CLP power network. Your Renewable Energy System Non-Feed in Tariff Grid Connection application will only be processed when you are registered as a CLP electricity supply account holder at the location where the renewable energy system is, or will be, installed.

In addition, your application is also subject to the capacity of the CLP power network to connect with your renewable energy system, which depends on a number of factors including the design and capacity of the renewable energy system, the capacity of the existing supply connection, and the aggregate number of other renewable energy systems connected to the CLP power network in nearby areas. If the capacity of your renewable energy system is larger than 200kW, a more detailed technical assessment will be required.

2. REMINDER

It is your responsibility to obtain the premises owner's consent to install the renewable energy system if you are not the owner of the premises.

You are also fully responsible for ensuring that the design, installation, operation, and maintenance of your renewable energy system at all times comply with all applicable laws, regulations, guidelines, and safety and technical requirements. You are reminded that any submissions required to be made to the government in connection with the renewable energy system should be submitted in a timely manner.

Please also be reminded to ensure a valid consent from contractor / engineering contact and emergency contact person for transferring the contact information to CLP. It is your responsibility to keep the update contact information (applicant, contractor / engineering contact and emergency contact person) with CLP from time to time.

3. SUBMISSION OF APPLICATION

Please complete and return this form to CLP in one of the following ways:

- By email to csd@clp.com.hk or fax 2678 6368
- By post to Integrated Services Team, CLP Power Hong Kong Limited, 13/F, Shatin Centre, 6 On Lai Street, Shatin, N.T., Hong Kong
- In person, at any CLP Power Customer Service Centre, GREEN^{PLUS} Experience Centre, or Smart Energy Experience Centre during office hours
- Directly to your account manager

4. ENQUIRY AND PROGRESS TRACKING

For enquiries regarding the status of your application, you may contact your account manager or telephone us on 2678 0322.

5. PERSONAL INFORMATION COLLECTION STATEMENT

CLP is committed to protecting your privacy. Set out below is information about the way we collect and use your personal data.

Personal Data We Hold

Personal data held by CLP includes information such as your name and address which is collected from you directly, and other information such as detailed electricity generation data and payment records that is gathered during the course of your dealings with CLP.

Purpose of Collection

CLP may use the personal data held by us for the purpose of processing your application, purchasing electricity from you, and any directly related purposes. CLP may also use such personal data to:

- Supply you with services, facilities and goods
- Respond to and follow up on your enquiries
- Conduct customer surveys
- Conduct research and perform statistical analysis
- Notify you of changes to our services that may affect you
- Develop new products and services
- Process billing, payments and sales orders
- Conduct direct marketing activities (including making appeals for non-profit organisations that may or may not be related to CLP)
- Meet regulatory requirements

In the absence of your personal data, we may not be able to process your application or provide you with services, facilities, or goods you require.

Transfer of Personal Data

CLP may, for any of the purposes stated above, transfer any of your personal data to the following third parties:

- Related CLP companies, including subsidiaries and affiliated companies within the CLP Group in Hong Kong
- Service providers (including service providers outside Hong Kong) engaged by CLP for any of the purposes stated above
- Other entities (including entities outside Hong Kong) for the purposes of conducting research and preparing statistics relating to any of the purposes stated above
- The Government of the Hong Kong Special Administrative Region

As requested by the Electrical and Mechanical Services Department (“EMSD”), EMSD may, on behalf of the Government of the Hong Kong Special Administrative Region and for the purpose of ensuring compliance of the relevant laws, regulations and guidelines by all applicants who will be connecting or has connected a renewable energy system to the CLP power network, receive a copy of the materials submitted to or collected or issued by CLP during the course of your application. The materials may also be used by other government and regulatory authorities for the purpose of ensuring compliance of the applicable laws, regulations and guidelines.

CLP will disclose your personal data when required to do so by law or in response to requests from law enforcement agencies.

Access and Correction of Personal Data

You have the right to request access to, the correction and erasure of, your personal data in accordance with, where applicable, the provisions of the Personal Data (Privacy) Ordinance (Cap. 486), and any other data protection law as applicable. Requests for access, correction and/or erasure of personal data, as well as withdrawal of consent, where applicable, should be made by email addressed to our Data Protection Officer at csd@clp.com.hk or by letter, addressed to:

CLP Power Hong Kong Limited
Data Protection Officer
13/F, 6 On Lai Street
Shatin, NT
Hong Kong

Direct Marketing

CLP Group companies within Hong Kong, including CLP Holdings Limited and CLP Power Hong Kong Limited, may use your name, contact phone number, correspondence address, email address, and electricity generation data for marketing our energy services, electrical products, CLP Group organised events, and making appeals for non-profit organisations that may or may not be related to CLP.

If you do not want your personal data to be used for our direct marketing purposes, please inform us by sending an email, along with your name and account number to our Data Protection Officer at csd@clp.com.hk or by calling us on 2678 2678.

Privacy Policy Statement

You can find out more about CLP's policies on privacy and personal data protection by accessing our privacy policy statement, available on the CLP website at <https://www.clp.com.hk/en/privacy-policy>.

Unless specified otherwise, references to “CLP” shall mean CLP Power Hong Kong Limited and the “CLP Group” shall mean CLP Holdings Limited, its subsidiaries and affiliates.

Renewable Energy System Non-Feed in Tariff Grid Connection

Terms and Conditions

1. Application and eligibility

1.1 We will conduct a preliminary assessment of your eligibility to connect the RE Systems to our Network when we receive from you a duly completed Application Form and all of the following documents and materials that are to our reasonable satisfaction:

- (A) preliminary information of the RE Systems (together with a single-line electrical diagram);
- (B) a preliminary layout plan of the RE Systems clearly marked on an aerial photograph of the proposed location(s) for installation of the RE Systems and the RE Meter;
- (C) a duly completed and signed consent form of electrical installation works (if applicable); and
- (D) a video showing the independent staircase/ access route leading to the RE Systems and the RE Meter (if applicable),

(together, the “**Preliminary Supporting Documents**”).

You will be able to find further explanations and samples of the Preliminary Supporting Documents on our website.

1.2 You are only eligible to connect the RE Systems to the Network if all of the following conditions are satisfied:

- (A) your name is registered as a holder of a CLP electricity supply account (“**CLP Account**”);
- (B) the RE Systems are located within the area covered by the CLP Account (“**Registered Address**”);
- (C) the RE Systems at the Registered Address have an aggregate generation capacity of up to 1MW; and
- (D) the RE Systems can be connected to the Network without requiring any increase in capacity or reinforcement of the Network.

1.3 At a later stage of the application, upon our request, you shall also submit to our reasonable satisfaction further information within the prescribed timeframe detailed on our website at the time the Application Form is submitted. Information we will require from you includes (but not limited to):

- (A) a copy of the Operation Procedure for the RE Systems; and
- (B) a copy of the Testing and Commissioning Report for the RE Systems.

- 1.4 All RE Systems installed on the same Premises at a Registered Address will be treated as one RE System. Whether a RE System is considered as being installed on the same or different Premises and therefore treated as one RE System or separate RE Systems will be solely determined by us. For your reference, a RE System installed at a rooftop of a separate building at the same Registered Address will generally be treated as a separate RE System.

2. Completion Letter

- 2.1 We will issue you a Completion Letter setting out, amongst other things, details of the RE Systems, subject to our satisfaction that the information provided by you evidences compliance with all relevant Safety and Technical Requirements.

3. Renewable Energy System Non-Feed in Tariff Grid Connection agreement

- 3.1 These terms and conditions (including the Appendix) as revised by CLP from time to time in accordance with section 9.7, together with the Application and the Completion Letter, constitute the Renewable Energy System Non-Feed in Tariff Grid Connection agreement ("**Agreement**").

- 3.2 In the event of any inconsistency between the documents comprising the Agreement, the documents shall be interpreted by reference to the following order of precedence:

- (A) the Completion Letter shall prevail over any other document forming the Agreement; and
- (B) subject to section 3.2(A), these terms and conditions shall prevail over any other document forming the Agreement.

- 3.3 The Agreement will take effect from the commencement date stated in the Completion Letter until any earlier termination in accordance with the Agreement.

4. Your key involvement in the Agreement

- 4.1 You are fully responsible for ensuring that the design, installation, operation and maintenance of the RE Systems at all times comply with the Safety and Technical Requirements.
- 4.2 Electricity must be generated by the RE Systems directly from Natural and Renewable Resources.

5. Excess electricity

- 5.1 Under the circumstances where you cannot fully consume the electricity generated by the RE Systems, we agree to make reasonable endeavours to accept such unconsumed electricity from the RE Systems provided the safety and quality of electricity supply that we provide to our other customers are not jeopardised.
- 5.2 Without prejudice to section 7, the acceptance of electricity under section 5.1 does not oblige us to record and pay you for any unconsumed electricity.

6. Metering

- 6.1 To determine the amount of the electricity generated by the RE Systems and the amount of electricity consumed at the Registered Address, a metering system modification including the installation of a RE Meter will be carried out by us. The register or indicator of the RE Meter will determine the amount of electricity generated by the RE Systems.
- 6.2 You accept that the register or indicator of the RE Meter may operate within permissible limits as stipulated in the Supply Rules. You may request an accuracy test of a meter to be carried out by us. We may charge for this service if the meter is found to operate within the permissible limits.
- 6.3 You shall provide, free of cost to us, suitable accommodation at a location mutually agreed between you and us to house the RE Meter. Adequate space and lighting shall be provided for the installation, testing, operation and maintenance of the RE Meter. You shall give us safe and unrestricted access to the RE Meter provided that reasonable notice has been given to you. Please refer to the Renewable Energy System Grid Connection Standard Metering Requirements for more detailed meter installation requirements.

7. Suspension and termination

- 7.1 You may terminate the Agreement at any time by giving us 90 days' prior written notice.
- 7.2 We may by giving written notice to you terminate this Agreement if:
- (A) you breach any material term of the Agreement, which shall include, for the avoidance of doubt, any fraudulent acts or omissions by you under the Agreement or a breach of your obligations under section 4.2, or Appendix I section 2.1 or 2.7 of the Agreement. For the purpose of this section 7.2(A), metering data obtained from the RE Meter indicating (a) electricity generated from the RE System and (b) a voltage of over 242V for a single - phase RE System or over 418V for a three - phase RE System shall be considered conclusive evidence of a breach of the technical requirement to disconnect the RE System when the voltage exceeds the prescribed level and therefore a breach of Appendix I section 2.1 of the Agreement;
 - (B) you cease to satisfy any of the conditions set out in section 1.2;
 - (C) a period of 12 months has lapsed after the disconnection of the RE Systems by us in accordance with section 3.1(F) of Appendix I; or
 - (D) you become bankrupt (if an individual) or insolvent or an application or recommendation is made for your winding up or liquidation (if a body corporate).
- 7.3 The Agreement shall terminate if the arrangements for the supply of electricity by us to you at the Registered Address are terminated.
- 7.4 After termination of the Agreement, we may disconnect the RE Systems from the Network. Upon request by us with advance notice to you, you shall allow us safe and unrestricted access to dismantle and remove any RE Meters on a mutually agreed date.

7.5 The termination of the Agreement shall not relieve us or you of our respective liabilities for any breach occurring prior to the time of the termination or expiry or your obligations under section 7.4.

8. Limitations of liability

8.1 Except where required by law, without limitation to sections 8.2 and 8.3, we shall not be liable to you under statute, contract, tort or otherwise for:

- (A) any liability to any third party;
- (B) any indirect or consequential loss or special loss or damage;
- (C) any loss of profit, revenue or data;
- (D) any loss, damage, cost or liability in connection with your failure to ensure compliance with applicable laws, regulations or guidelines; or
- (E) any loss, damage, cost or liability which was outside the contemplation of us and you when the Agreement was made,

due to any act or omission under or in connection with the Agreement.

8.2 Except where required by law, we shall not be liable to you for any loss or damage which arises out of a refusal to connect or a disconnection of any RE System or any supply of electricity by us.

8.3 Except where required by law, we will not be liable to you for any loss or damage more than HK\$2 million or the specific amount referred to in the limitation of liability provisions in the Supply Rules (whichever is the higher) in respect of any loss, damage, cost or liability arising from an event or incident or a series of events or incidents which have the same or substantially the same cause. The limitations under this section 8.3 also apply to you if the total generation capacity of the RE Systems is at or below 200kW.

8.4 The limitations in sections 8.1, 8.2 and 8.3 do not apply to claims arising from death or personal injury.

9. General

9.1 **(Assignment)** No party may assign the Agreement to a third party except with the prior written consent of the other party. The Agreement shall be binding on the parties and their respective successors and assigns.

9.2 **(Subcontracting)** To the extent that you sub-contract any of your obligations under the Agreement you shall remain liable for the obligations and liabilities arising under or in relation to the Agreement and shall be liable for the acts or omissions of your sub-contractors.

9.3 **(Variation and waiver)** We may amend the Agreement at any time by written notice to you, provided that no such amendment contravenes applicable laws. A provision of the Agreement, or right, power or remedy created under it, may not be waived except in writing.

- 9.4 **(Governing law and jurisdiction)** The Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong SAR.
- 9.5 **(Third Party Rights)** No term of the Agreement is enforceable under Hong Kong law by a person that is not a party to the Agreement (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).
- 9.6 **(Electricity Supply)** Any supply of electricity by us to you at the Premises shall be governed by arrangements which are separate from or in addition to the terms and conditions of the Agreement.
- 9.7 **(CLP's right to revise these terms and conditions)** We may revise these terms and conditions from time to time. Notice of any revision will be given by publishing the revised terms and conditions on our website. Any such revision will replace all previously published terms and conditions and will take effect from the date the revision is published (or such later date specified in the revision).

10. Definitions and interpretation

"Agreement" has the meaning given in section 3.1;

"Application" means the Renewable Energy System Non-Feed in Tariff Grid Connection Application Form together with all the documents reasonably requested by us for your application to connect the Renewable Energy System to the Network;

"CLP, us, our, ours and we" means CLP Power Hong Kong Limited;

"CLP Account" has the meaning given in section 1.2(A);

"Completion Letter" means a letter or letters confirming details of the RE Systems, and any other terms that we send to you upon the completion of installation of the RE Systems if your application to connect the RE Systems to the Network is approved;

"Government" means the Government of the Hong Kong Special Administrative Region;

"Natural and Renewable Resources" are the natural resources which are secure and inexhaustible, and can be replenished without actions of mankind;

"Network" means the power network owned by us;

"Preliminary Supporting Documents" has the meaning given in section 1.1;

"Premises" means any land, property or building located at the Registered Address;

"Registered Address" has the meaning given in section 1.2(B);

"Renewable Energy System or RE System" means the renewable energy generating system installed (including any equipment that is not provided by us connecting the renewable energy generating system to the Network) on a Premises;

“Renewable Energy Systems or RE Systems” means the collection of all renewable energy generating systems installed at the Registered Address;

“Renewable Energy System Non-Feed in Tariff Grid Connection Application Form” means a prescribed Renewable Energy System Non-Feed in Tariff Grid Connection Application Form;

“RE Meter” means the meter or meters together with all accessories installed by us to determine the amount of electricity generated by the RE Systems;

“Safety and Technical Requirements” means the safety and technical requirements listed in section 2.1 of Appendix I;

“Supply Rules” means the Supply Rules published by us as amended, revised or re-issued by us from time to time on our website; and

“you and/or your” means the person (or persons) who enters into the Agreement with us, as stated in the Application.

References to any laws, ordinances, regulations, guidelines, standards and recommendations include a reference to the same as amended, modified, added to or re-enacted.

Appendix I

Safety and Technical Requirements and other associated Terms and Conditions

1. Connection

- 1.1 We will assess the capability of the Network in accepting the connection of the RE Systems based on a number of factors including: (a) the design and capacity of the RE Systems; (b) the capacity of existing supply connections to the Network; (c) the number of other RE systems already connected to the Network in the nearby areas; and (d) certain additional factors if the capacity of the RE Systems is greater than 200kW.

2. Safety and technical requirements

- 2.1 You are fully responsible for ensuring that the design, installation, operation and maintenance of the RE Systems at all times complies with:
- (A) the Technical Guidelines on Grid Connection of Renewable Energy Power Systems and Guidance Notes for Solar Photovoltaic (PV) System Installation, both issued by the Electrical and Mechanical Services Department and any other such applicable codes of practice and guidelines issued by the Government;
 - (B) the technical guidelines and recommendations issued by the manufacturer of the RE Systems; and
 - (C) the technical requirements that may be issued by us from time to time, including:
 - (i) Technical Design Notes for Grid Connection of Small Renewable Energy Systems; and
 - (ii) Feed-in Tariff Scheme Standard Metering Requirements.
- (together, the “**Safety and Technical Requirements**”).
- 2.2 You are required to submit the relevant information including design information, Operation Procedure, Testing and Commissioning Report of the RE Systems as requested by us to our reasonable satisfaction as evidence of the compliance with the Safety and Technical Requirements.
- 2.3 You may be required to conduct such tests as reasonably requested by us from time to time to ensure compliance with the Safety and Technical Requirements. You shall perform such tests to our reasonable satisfaction and as far as practicable within 14 working days of receiving our request and provide the test results to us promptly within 5 working days of performing the tests.
- 2.4 You shall keep the latest record of all inspection results and maintenance works carried out on the RE Systems. You shall make available such records when requested by us.

- 2.5 Even though we may have reviewed or approved the technical information provided by you or checked or witnessed tests performed on the RE Systems, we give no representation or warranty of the adequacy, use, safety or other characteristics of the RE Systems and you are not relieved of your obligations under the Agreement and the obligations of being the owner, operator or user of the RE Systems.
- 2.6 You shall not make any change to the RE Systems (including the capacity of the RE Systems and voltage control/protection settings) without prior written approval from us.
- 2.7 Upon reasonable notice provided to you by us, you shall ensure we have safe and unrestricted access to and allow us to check the RE Systems or any equipment connecting the RE Systems to the Network (including any such equipment provided by us that is located on the Premises) for us to carry out necessary works from time to time.
- 2.8 You shall obtain and maintain all licences, permits and approvals required by applicable laws, from government authorities or third parties which are necessary in order to own and operate the RE Systems.
- 2.9 You shall be responsible for and ensure the accuracy of information of the RE Systems and other information submitted by you to us at all times.
- 2.10 All materials and equipment provided by us will at all times remain the ownership and property of us, and will be so maintained by us for so long as the Agreement is in force.
- 2.11 If the capacity of the RE Systems is greater than 200kW:
- (A) notwithstanding section 2.7, you shall ensure that we have safe and unrestricted access to the switching device of the RE Systems at all times;
 - (B) for safety reasons, you may be required to obtain our prior written approval before conducting any maintenance or other work on the RE Systems; and
 - (C) you shall arrange telemetry schemes in accordance with our requirements based on your individual case.

3. Disconnection

- 3.1 We may disconnect the RE Systems from the Network or any supply of electricity without prior notice to you:
- (A) in the event of an emergency or potential hazard or when we reasonably consider there is an imminent risk if the RE Systems continue to connect to the Network;
 - (B) when you or any other person has tampered with any protective device;
 - (C) when the RE Systems interfere with any of our equipment or equipment belonging to any of our customers;

- (D) when the RE Systems adversely affect the quality of service provided by us to any person;
- (E) when we have reasonable grounds to believe the RE Systems output as registered by the RE Meter is wilfully altered by abnormal interference or the RE Meter is subject to interference or tampering;
- (F) when the RE Systems have been inactive for a prolonged period of time and we are not able to ascertain the condition of the RE Systems; or
- (G) in the event of any non-compliance with any provision of this Agreement.