Solar PV Sale and Installation Agreement
Terms and Conditions

1. Introduction

Who does this agreement apply to?

1.1 This agreement is between:

(a) [OZY ELECTRICAL SOLUTIONS PTY LTD T/A SOLARGIZER ABN 19 646 024 277], referred to as “we” or “us”; and

(b) the customer named in the Quote, referred to as “you”.

What is this agreement made up of?

1.2 This agreement is made up of:

(a) these Terms and Conditions; and

(b) the Quote attached to these Terms and Conditions.

What does this agreement cover?

1.3 The agreement covers:

(a) your purchase from us of the solar photovoltaic system and other equipment, referred to as the "System" and described in the Full System Design attached to this agreement; and

(b) delivery and installation of the System at your Premises.

When does this agreement start and end?

1.4 This agreement starts when you accept our offer set out in the Quote, which you can do by:

(a) signing and posting or delivering the Quote to our address as set out in the Quote;

(b) signing, scanning and emailing the Quote to our email address as set out in the Quote; or

(c) accepting the offer over the telephone, by calling our telephone number as set out in the Quote (in which case we will send you a full copy of this agreement, by post or email, within one week after your acceptance).

1.5 However, your purchase of the System will not become final until all of the following conditions have been satisfied:

(a) you have paid us the Deposit; and

(b) your electricity distributor (the company that actually delivers electricity to the Premises) has granted Grid Connection Approval.

1.6 This agreement ends when we have finished installing and commissioning the System, unless we or you end it earlier in accordance with its terms.

1.7 If we have delivered and installed the System, then after the agreement ends the guarantees and related terms in clause 11 will continue for the Guarantee Period.

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Other rules

1.8 In addition to this agreement, various laws and codes, including the Australian Consumer Law and, if we have volunteered to be bound by it, the CEC Solar Retailer Code of Conduct, also contain rules applicable to the sale and installation of solar photovoltaic systems, and we will comply with these rules in selling you the System and installing it at the Premises.

Capitalised terms have special definitions

1.9 Capitalised terms used in the agreement have the meanings given to them in clause 16.

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2. Sale of the System

2.1 Provided the conditions in clause 1.5 have been satisfied, we agree to sell, and you agree to purchase, the System on the terms of this agreement.

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3. Payment

Payment of the Deposit

3.1 You must pay us the Deposit at the same time as you accept our offer set out in the Quote.

Payment of the Balance

3.2 You must pay us the Balance at the same time as we deliver the System to the Premises.

3.3 Title in the System passes to you on payment of the Balance, provided you have already paid the Deposit and all other amounts you owe us.

Payment methods

3.4 Payments under this agreement can be made by bank cheque, money order, cash, debit card, credit card or direct deposit.

When payment is taken to be made

3.5 You will be taken to have made payment on the date on which we receive your payment as cleared funds in our bank account.

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4. Refunds

4.1 If you have paid us money under this agreement, but the agreement ends for any of the following reasons before we install the System at your Premises, then when the agreement ends we will promptly refund all of the money you have paid:

(a) if we have not delivered and installed the System at the Premises within 4 weeks after the original Target Date, and you choose to end the agreement under clause 7.7;

(b) if we give you notice of a price increase under clause 5, and you choose to end the agreement in accordance with clause 5.3 rather than accept the price increase; or

(c) Grid Connection Approval is refused.

(d) If any of the equipment quoted is unattainable and you do not agree to equipment of a similar quality to be substituted

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5. Price increases

5.1 Subject to clause 5.2, we can increase the price of:

(a) the System or any part of it;

(b) the installation of the System; or

(c) any other item specified in the Quote,

to cover any new or increased cost in selling and installing the System under this agreement.

5.2 We can only increase prices under clause 5.1 if:

(a) it is reasonable to do so;

(b) we are not prohibited by law from doing so; and

(c) we give you written notice of the increase at least one week before the Target Date set out in the Quote, or, if we have notified you of a new Target Date under clause 7.6, that new Target Date.

5.3 If we give you notice of a price increase and you prefer to end this agreement rather than accept the price increase, you can end the agreement in accordance with clause 5.4 and, if you do, we will give you any refund required under clause 4.1(b).

5.4 You can end this agreement under clause 5.3 by:

(a) calling us on our telephone number as set out in the Quote; or

(b) giving us written notice of this, by post or email,

before the Target Date set out in the Quote, or, if we have notified you of a new Target Date under clause 7.6, that new Target Date.

5.5 If we send you notice of a price increase and you do not end this agreement under clause 5.3 by the relevant date, you will be taken to have agreed to the price increase.

6. Approvals

Grid Connection Approval

6.1 We will apply for Grid Connection Approval on your behalf. In doing this, we will:

(a) make the application as soon as possible;

(b) keep you updated on the progress of the application;

(c) respond, within a reasonable timeframe, to any information or other requests from the distributor; and

(d) promptly give you notice of the outcome of the application.

6.2 Your purchase of the System is subject to Grid Connection Approval being granted.

6.3 If Grid Connection Approval is refused, then this agreement will end and we will give you any refund required under clause 4.1(c).

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Other approvals

6.4 You are responsible for applying for and obtaining any other approvals, permits or consents required in respect of the installation of the System at the Premises.

6.5 You must apply for these approvals, permits and consents as soon as possible.

6.6 The sale and installation of the System, and your and our other obligations under this agreement, are not dependent on and will not be affected by whether and when you obtain these approvals, permits and consents.

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7. Delivery and installation

Delivery

7.1 Provided the conditions in clause 1.5 have been satisfied, we must, or must procure, the delivery of the System to the Premises.

7.2 The risk of loss or theft of, or damage to, the System passes to you on delivery of the System to the Premises.

Installation

7.3 Provided you have paid the Balance, we must install, or must procure the installation of, the System at the Premises, in accordance with the Full System Design.

Target Date

7.4 We will use reasonable endeavours to deliver and install the System at the Premises on the Target Date.

7.5 You agree, however, that:

(a) the Target Date is only a target and not a strict deadline; and

(b) we will not be liable to you if we fail to deliver and install the System at the Premises by the Target Date.

7.6 We will notify you if we do not think we can deliver and install the System at the Premises by the Target Date, and give you a new Target Date.

7.7 If we have not delivered and installed the System at the Premises within 4 weeks after the original Target Date, you can end this agreement and, if you do, we will give you any refund required under clause 4.1(a).

Installation requirements

7.8 We (if we install the System) or our contractor (if we procure a contractor to install the System) must:

(a) be a CEC-Accredited Installer; and

(b) install the System in accordance with the Clean Energy Council Design and Install Guidelines and all other requirements applicable to CEC-Accredited Installers.

7.9 After installation of the System, we will give you any certificate or similar document regarding the electrical safety of the System which is required by law.

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7.10 We will take every reasonable precaution in installing the System at the Premises. However, we will not be liable in respect of:

(a) the structural integrity of the roof;

(b) the roof's ability to carry the weight of the System;

(c) any effect installation of the System has on any roof manufacturer's warranty; or

(d) any damage to the roof or Premises which is not due to our negligence or breach of this agreement.

8. Accessing the Premises

8.1 You grant us permission to enter and remain at the Premises, and to have our contractors enter and remain at the Premises, to:

(a) conduct one or more site inspections, if we think this is necessary; and

(b) deliver and install the System,

at any reasonable time, provided we give you at least 3 Business Days' notice of the proposed access time.

8.2 You or your representative must be present at the Premises for any site inspection and for the delivery and installation of the System.

8.3 You must:

(a) ensure we and our contractors have convenient and safe access to all parts of the Premises necessary to conduct any required site inspections or to deliver and install the System;

(b) not hinder or obstruct this access; and

(c) ensure the Premises, including its roof, supporting structures and electrical wiring, are sound and able to accommodate installation of the System.

9. System maintenance

9.1 We must provide you with the Maintenance Documents.

9.2 It is your responsibility to maintain the System in accordance with these documents.

10. System performance and STCs

Site-Specific Performance Estimate

10.1 We have calculated the Site-Specific Performance Estimate for the System and your Premises in accordance with the CEC System Design Guidelines.

STC Incentive

10.2 We have calculated the STC Incentive based on:

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(a) the maximum quantity of STCs that can be created in respect of the System under law, taking into account the Site-Specific Performance Estimate; and

(b) the monetary value of that quantity of STCs,

and deducted the STC Incentive from the System Price.

Assignment of STCs to us

10.3 You hereby assign to us all of your existing and future rights, title and interest in and to all STCs created or able to be created in respect of the System.

10.4 You must do anything we reasonably request of you for the purpose of perfecting, confirming or evidencing this assignment, including providing information and executing documents.

10.5 You warrant to us, when you accept the offer set out in the Quote and again on installation of the System, that you have not previously created, or assigned the right to create, any STCs in respect of the System or any other solar photovoltaic generating unit at the Premises.

Charging you the STC Incentive

10.6 If you do anything that:

(a) obstructs or avoids the assignment under clause 10.3;

(b) reduces the maximum quantity of STCs that can be created in respect of the System; or

(c) renders the System ineligible for the creation of STCs,

then we can increase the Total Price by the amount of the STC Incentive, and you must pay us the STC Incentive within 10 Business Days of us invoicing you for it.

10.7 Clause 5 does not apply to any increase of the Total Price increases under clause 10.6, and you cannot end the agreement as a result of a price increase, or refuse to accept it.

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11. System guarantees

11.1 Subject to clause 11.2, we guarantee:

(a) our workmanship, and the workmanship of our contractors, in installing the System; and

(b) the operation and performance of the System,

will be free from fault or defect for a period of 5 years commencing on the date the System is installed (**Guarantee Period**), and we will repair any such default or defect notified to us within the Guarantee Period, including by replacing all or part of the System where necessary, within a reasonable timeframe at no cost to you.

11.2 The guarantee in clause 11.1 will not apply where:

(a) the fault or defect is not notified to us within the Guarantee Period; or

(b) the fault or defect is a result of:

(i) something done by you or someone else, and not us or our contractors; or

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(ii) something beyond human control that occurred after installation, e.g., an extreme weather event;

(iii) the System being misused, abused, neglected or damaged after installation;

(iv) the System being maintained other than in accordance with the Maintenance Documents; or

(v) the System being repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by us in writing.

11.3 The guarantee in clause 11.1 is additional to any other guarantee or warranty you may have:

(a) from the manufacturer of the System; or

(b) under any applicable law, including the Australian Consumer Law,

although these other guarantees and warranties may not cover labour costs, travel costs and delivery costs arising from a claim under these other guarantees and warranties. We will notify you if this is the case, and tell you the costs payable. The costs will be payable in advance.

11.4 During the Guarantee Period, we will provide reasonable assistance to you in making any guarantee or warranty claim against the manufacturer of the System, including by acting as your liaison with the manufacturer.

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12. Complaints

Making a complaint

12.1 If you have a complaint relating to the System, its installation or this agreement generally, you can make a complaint to us by:

(a) calling us on our telephone number as set out in the Quote; or

(b) giving us written notice of this, by post or email.

12.2 We will handle your complaint in accordance with our standard complaints procedures. If we have volunteered to be bound by the CEC Solar Retailer Code of Conduct, then these procedures will comply with that Code, and with the Australian Standard on Complaints Handling AS ISO 10002-2006.

If you are still not satisfied

12.3 If you are not satisfied with the outcome of your complaint, you can refer the complaint to with the relevant Fair Trading or Consumer Affairs office in your state or territory, as follows:

ACT: Office of Regulatory Services
Phone: (02) 6207 3000

NSW: Fair Trading
Phone: 13 32 20

NT: Consumer Affairs
Phone: 1800 019 319

Qld: Office of Fair Trading
Phone: 13 74 68

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SA: Consumer and Business Services
Phone: 13 18 82

Tas: Consumer Affairs and Fair Trading
Phone: 1300 654 499

Vic: Consumer Affairs
Phone: 1300 558 181

WA: Consumer Protection
Phone: 1300 304 054

13. Privacy

13.1 We will comply with all relevant privacy legislation in relation to your personal information.

13.2 If you have any questions in relation to privacy, you can contact us by:

(a) calling us on our telephone number as set out in the Quote; or

(b) giving us written notice of this, by post or email.

14. What happens if you fail to perform this agreement

14.1 If you:

(a) fail to pay any amount when due; or

(b) fail to perform your obligations in clause 8,

then we may suspend our performance of this agreement with immediate effect, and will give you a notice asking you to make the required payment or perform the required obligation.

14.2 If you fail to make the required payment or perform the required obligation within one week after the date of our notice, then we may end this agreement immediately by notice to you.

14.3 If we end this agreement under clause 14.2, you must pay us any costs we incur as a result of ending the agreement, and any costs we have already incurred in respect of the delivery or installation of the System.

15. GST

15.1 All amounts specified in the Quote are inclusive of GST.

16. General

Notices

16.1 Any notice under this agreement must be in writing and signed by the sender or by an authorised representative of the sender and sent to or left at the address of the addressee in the Schedule or, if the addressee has previously notified the sender in writing of an alternative address for notices, that alternative address.

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16.2 If the delivery or receipt of a notice occurs on a day which is not a Business Day or at a time after 5.00 pm in the place of receipt, it is regarded as having been received at 9.00am on the following Business Day.

Assignment and novation of the agreement

16.3 Neither party can assign its rights or novate its obligations under this agreement without the other party's prior written consent, not to be unreasonably withheld or delayed.

Sub-contracting

16.4 We may sub-contract any of our obligations under this agreement to a third party, provided that:

(a) if we sub-contract any obligations:

(i) we will ensure the relevant sub-contractor is suitable and performs all sub-contracted obligations in accordance with the requirements of this agreement;

(ii) we will continue to be liable to you for the performance of our obligations under this agreement, even though we have sub-contracted one or more of those obligations; and

(iii) we will be liable to you for the acts and omissions of our sub-contractors, as if these acts and omissions were our own; and

(b) our obligations in relation to the design or installation of the System can only be sub-contracted to a CEC-Accredited Installer.

Amendment of the agreement

16.5 This Agreement can only be amended in writing signed by both parties.

Waivers

16.6 A waiver in connection with this agreement is not valid or binding on the party granting that waiver unless made in writing by that party.

Severance

16.7 Any term of this agreement which is or becomes invalid or unenforceable does not render the other terms of the agreement invalid or unenforceable.

Governing law of the agreement and submission to jurisdiction

16.8 The laws of the State or Territory in which the Premises are located govern this agreement, and each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

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17. Meaning of capitalised terms in this agreement

Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Balance means the amount specified as such in the Quote, subject to any adjustment of this amount in accordance with clause 5.1 or 10.6.

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Business Day means a day which is not a Saturday, Sunday or public holiday in the State or Territory in which the Premises are located.

CEC-Accredited Installer means an installer of solar photovoltaic systems accredited in this capacity by the Clean Energy Council under the Clean Energy Council Code of Conduct and Accreditation Terms and Conditions.

CEC System Design Guidelines means the Clean Energy Council System Design Guidelines for Accredited Designers.

Deposit means the amount specified as such in the Quote, subject to any adjustment of this amount in accordance with clause 5.1 or 10.6.

Full System Design includes the System design and specifications, proposed roof plan, System orientation and tilt, expected efficiency and the Site-Specific Performance Estimate calculations, as set out in Attachment 1.

Grid Connection Approval means approval from your electricity distributor for the connection of the System to the electricity grid at the Premises.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantee Period has the meaning given to it in clause 11.1

Maintenance Documents means the System maintenance documents listed in Attachment 2 to this agreement.

Premises mean the premises at the address specified in the Quote.

Privacy Act means the *Privacy Act 1988* (Cth).

Quote means the document titled as such which forms part of this agreement and is attached to the Terms and Conditions.

Site-Specific Performance Estimate means our site-specific estimate of the average daily energy yield of the System for each month, in kWh, as set out in the Full System Design.

STC means a small-scale technology certificate created under the *Renewable Energy (Electricity) Act 2000* (Cth).

STC Incentive means the amount specified as such in the Quote.

System means the solar photovoltaic system and other equipment we are to deliver and install at the Premises under this agreement, as described in the Full System Design.

System Price means the amount specified as such in the Quote.

Target Date means the date specified as such in the Quote, subject to any variation of that date in accordance with clause 7.6.

Total Price means the amount specified as such in the Quote.

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