

# Terms & Conditions

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# Terms & Conditions

## 1. Purchase of System

- 1.1. You agree to purchase and we agree to sell you the system or unit set out in the Offer ("System") on and subject to the terms of the Contract.

## 2. The Owner of the system

- 2.1. The Owner warrants that they own the premise.
- 2.2. The Owner agrees to provide all reasonable assistance required by SolarSecure to enable the installation, connection and operation of the System.

## 3. System

- 3.1. All products are subject to availability. SolarSecure reserves the right to substitute products provided that the quality is equal to or better than the one specified.

## 4. Payment

- 4.1. Payment for the supply and installation of the System comprises two parts:
  - 4.1.1. The assignment by the Owner to SolarSecure of all rights to create Renewable Energy Certificates (RECs), Victorian Energy Efficiency Certificates and any other carbon credits or point of sale rebates from the installation of the System.
  - 4.1.2. The Out of Pocket Expense which is comprised of either a full Cash Payment before installation or a Payment Plan.
- 4.2. A deposit of 10 per cent of the Out of Pocket Expense is due upon your acceptance of the Offer. SolarSecure (or its nominee) will hold the deposit on and subject to the terms set out in this Contract.
- 4.3. The Owner must sign any documents provided by SolarSecure in order to transfer such rights, rebates or grants and to effect the assignment of the rights to Certificates or carbon credits or rebates to SolarSecure within 30 days of the delivery of the system to the Owner (supply only) or the installation of the system (supply and install), or the value of those rights, rebates or grants will be invoiced to and become immediately payable by the Owner.
- 4.4. The Owner charges all the Owner's assets in favor of SolarSecure until all payments and fees are paid and the Owner hereby authorizes SolarSecure to lodge a caveat or charge over any assets of the Owner to secure SolarSecure's payment under this Agreement.
- 4.5. Payment of the Out of Pocket Expense is required on the date of signing of this Agreement or as otherwise notified by SolarSecure.
- 4.6. The Out of Pocket Expense is calculated based on information provided by the Owner and the Owner is liable for additional charges incurred if the information supplied is not complete and correct.

## 5. Authority to Install

- 5.1. You authorize SolarSecure (and its employees, agents or contractors) to install the System which you have selected, at the address set out in the Offer.
- 5.2. You authorize SolarSecure (and its employees, agents or contractors) to connect that system to the electricity grid (or to arrange for the connection of that system to the grid).
- 5.3. You warrant that you are the owner of the property located at the address set out in the Offer or that you have obtained all consents and approvals required for SolarSecure to install the System at the property, including from the owner. You must ensure that SolarSecure and its employees, agents and contractors have sufficient access to that property, at whatever times it or they may reasonably require, in order to install the System which you have selected.
- 5.4. You agree to execute whatever documents SolarSecure may require, and to take whatever other action SolarSecure may require, in order to permit the installation of the System you have selected, and in the case of a solar electricity system, the connection of that system to the electricity grid.

## 6. Ownership & Risk

- 6.1. Ownership of a System will pass to you upon the later of:
- 6.2. The date the System is installed at the address specified in the Offer; and
- 6.3. Payment in full of the Out of Pocket Expense for that package.
- 6.4. The assignment by the Owner to SolarSecure of all rights to create Renewable Energy Certificates (RECs) or any equivalent environmental certificates.
- 6.5. Risk in the System will pass to you when that package is installed at the address shown in the Offer.

## 7. Termination

- 7.1. You or SolarSecure may terminate the Contract if the other party materially breaches the terms of the Contract.
- 7.2. You may cancel the Contract if the System is not installed at the address shown in the Offer within 12 months after you accept the Offer or within such other period as you may agree with SolarSecure.
- 7.3. If you are advised either during the pre-installation site inspection (if one is conducted) or on the day of installation (if no pre-installation site inspection is conducted) that additional fees and charges are necessary to install your System you may cancel the Contract.

## 8. Failure to Pay

- 8.1. Except where you are paying under a Payment Plan, if you fail to pay any amount that is due and payable under this Contract, SolarSecure will be entitled to interest on the unpaid amount (both before and after judgment) at the rate applicable to judgment debts in the Supreme Court in the state or territory in which your property is located.
- 8.2. You will also have to pay SolarSecure any costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

## 9. SolarSecure Warranties

- 9.1. SolarSecure warrants that the installer of a System will be suitably qualified and experienced; and will be duly licensed or registered.
- 9.2. SolarSecure will repair any damage to your property that is caused by the installer of a System provided that you notify SolarSecure of that damage within 3 months after installation of that System.

## 10. No Guarantee of Performance

- 10.1. SolarSecure warrants that, if and when any System is installed, SolarSecure will use its best endeavors to install that package in a position that is likely to maximize the performance of that System.
- 10.2. The performance of a System is subject to a number of variable factors, including, but not limited to:
  - 10.2.1. In relation to solar electricity and solar hot water systems: the number of hours of sunlight, cloud cover and weather patterns, the location of the System and the location of the surrounding structures and flora; and
  - 10.2.2. SolarSecure does not guarantee the performance of, and will accept no responsibility in the event that the performance of any solar electricity package is lower than anticipated.

## 11. Exclusion of Warranties & Liability

- 11.1. SolarSecure does not make any representations or warranties to you in connection with any System or its installation, except for those warranties set out in this Contract and those warranties which cannot be excluded from this Contract.
- 11.2. To the extent permitted by law, SolarSecure's liability for breach of any express or implied condition or warranty (other than a condition or warranty implied by section 69 of the Trade Practices Act 1975 (Cwlth)) is limited to the replacement or repair of the relevant System.

## 12. Carbon Credits & Rebates

- 12.1. The Owner agrees to and will do all things necessary to assign to SolarSecure all rights to create Renewable Energy Certificates (RECs), Victorian Energy Efficiency Certificates and any other carbon credits or point of sale rebates from the installation of the System.
- 12.2. SolarSecure, its employee's, agents or contractors do not accept any responsibility for administering or the outcome of any rebate application by the Owner.
- 12.3. The Owner warrants that all information provided in any rebate or grant application, assignment or nomination form is true and correct.
- 12.4. The Owner acknowledges that, in certain circumstances, the Australian or State Government may require the repayment of a grant or rebate.
- 12.5. SolarSecure will bear no responsibility to the Owner in the event that the Owner is required to repay the grant or rebate or other benefit. In the event that SolarSecure is required to repay any grant or rebate or forfeit the rights to Certificates or carbon credits which has reduced the Out of Pocket Expense then the

Owner must pay Australian Sun Power the amount of that grant or rebate or value of the rights forfeited on demand by SolarSecure.

12.6. In the event that SolarSecure doesn't receive the rebate through any cause, the Owner will be required to add the discounted amount plus GST of this amount onto the Out of Pocket Expense.

## 13. Information & Privacy

- 13.1. You agree to provide SolarSecure with whatever information it may require from you in order to supply you goods and services under this Contract, and to apply for any grant, rebate or other benefit which you may be entitled to receive from the Commonwealth or State Government.
- 13.2. The information collected by SolarSecure may include "personal information" within the meaning of the Privacy Act 1988 (Cwlth). You are entitled to access this information by contacting SolarSecure at the address shown in this Contract.
- 13.3. SolarSecure will collect information from you for the purposes of supplying goods and services under this Contract and applying for the grant, rebate or other benefit on your behalf. SolarSecure may disclose or exchange that information to or with our related bodies corporate, agents and contractors (such as installers, mail houses, data processing analysts and debt collection agencies), the relevant Government authorities and where relevant your distributor, where required to fulfil our obligations under this Contract and also for any other purpose you have consented to or as authorized by law. SolarSecure may also disclose your personal information to a credit reporting agency in certain circumstances.
- 13.4. By accepting this Contract, you consent to SolarSecure collecting, using and disclosing your information as set out in this Contract.

## 14. Nature of Contract

- 14.1. This Contract is a contract for sale of the relevant System only after it has been installed at the address shown in the Offer. It is not a contract to install a System or connect a solar electricity or solar hot water system to the electricity grid.
- 14.2. Nothing in this Contract obliges or otherwise requires SolarSecure to perform any domestic building work (within the meaning of the Building Works Contractors Act 1995 (SA)).
- 14.3. Nothing in this Contract obliges or requires SolarSecure to carry out, or to arrange or manage the carrying out of, any domestic building work (within the meaning of the Domestic Building Contracts Act 1995 (Vic)).
- 14.4. This Contract is not a contract to do any residential building work or any specialist work (within the meaning of the Home Building Act 1989 (NSW)).

## 15. Miscellaneous

- 15.1. This Contract sets out the entire agreement between you and SolarSecure. To the extent permitted by law, all implied terms are excluded.
- 15.2. In this Contract, a reference to any legislation is a reference to that legislation, and any legislation that repeals or replaces it, as in force from time to time.

15.3. This Contract is governed by the laws of the State in which your property is located (as specified in the Offer).

## 16.Exclusions

16.1. SolarSecure will organize for your solar system to be connected to the grid through a level 2 service provider. The cost of this connection is not included in the SolarSecure agreement unless it is stated as an item in the invoice.

## 17.Installation Conditions

- 17.1. The installer's vehicle, equipment and installer must have ready access to the house and the location where the new solar PV system is to be installed.
- 17.2. All necessary council or other approvals obtained by owner.
- 17.3. Owner must meet with installers on site.
- 17.4. Panel configuration as agreed on site.
- 17.5. No updates of the existing electrical systems are required.
- 17.6. Subject to site inspection.

## 18.Installation includes

- 18.1. Supply and installation of solar PV system and associated equipment as specified.
- 18.2. Supply and installation of necessary circuit breakers as required by standard AS5033.
- 18.3. Cabling of solar array.
- 18.4. Placing signage as required under AS3000.
- 18.5. Booking with Power Authority to replace meter and connect the system to the grid. The cost of metering connection and possible meter upgrade are an additional expense to the Owner unless are stated within the invoice.
- 18.6. Commissioning after inspection by Power Authority.

# SOLARSECURE

the future

**SOLARSECURE**

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