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## AUSTRALIAN SECURITY AND SOLAR TERMS & CONDITIONS

### 1. Nature Of The Contract

This Customer Contract document is important. Please read carefully and indicate whether you accept these Terms & Conditions set out below before you sign your authority to agree with these Terms & Conditions. These Terms & Conditions will comprise your Customer Contract with Australian Security and Solar. You may also wish to print these Terms & Conditions and keep a copy for your records. The commencement date of the Customer Contract is the date you accept the offer and sign the Customer Contract.

By signing this Customer Contract you (the Customer) agree to pay Australian Security and Solar the Contract Sum to design, supply, install and commission a Grid Connected Solar Power System (the System).

### Australian Security and Solar will comply with the Solar Retailer Code of Conduct

### 2. Purchase & Supply Of System

2.1 You (the Customer) agree to purchase the System/s, which you have selected upon consultation with Us (Australian Security and Solar), on and subject to the Terms and Conditions set out in this Customer Contract.

2.2 Australian Security and Solar agrees to sell the System to the Customer and to deliver and install the System at the Customer's premises in accordance with this agreement.

2.3 The Customer agrees to purchase the System from Australian Security and Solar, take delivery of the System at the Customer's home and allow Australian Security and Solar to install the System at the Customer's premises in accordance with this agreement.

2.4 The Customer agrees that they are responsible for confirming with their local council any planning laws, Heritage Overlay and any other restrictions that may limit your right to install your System at the premises indicated on the Customer Contract. You must notify us immediately if your local council and/or Body Corporate prohibit the system. Upon this notification you will be refunded subject to the Termination Event as outlined in the Customer Contract.

2.5 The Customer agrees to discuss the impact of installing a Solar System with their Electricity retailer to determine any potential tariff changes.

2.6 Subject to Clause 4 (Authority to Install), your agreement with Australian Security and Solar commences, and you are bound by it upon receipt of the Terms and Conditions and when you sign the Customer Quote Agreement.

2.6 If there is any inconsistency between the Customer Quote Agreement and these Terms and Conditions, these Terms and Conditions will prevail to the extent of that inconsistency.

### 2.7 Post Sale Cooling-Off Period

Once the consumer has signed the contract, any variations to the system design must be documented and signed off by the consumer prior to installation.

Australian Security and Solar will provide the consumer with a full refund upon request when:

- (a) the final system design provided is significantly different to that quoted at the point of contract and is not signed off by the consumer;
- (b) the site-specific full system design and performance estimate is provided as a deliverable of the contract and:
  - (i) this information is not provided before the expiry of any cooling-off period; and
  - (ii) the consumer does not consent to this information upon receiving it;
- (c) the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honoured, for reasons reasonably within the Australian Security and Solar's control, and the consumer does not consent to a revised timeframe;
- (d) Australian Security and Solar, acting on behalf of the customer to obtain grid connection approval does not do so prior to installation, and the customer does not receive approval from the distributor to connect a system; and
- (e) extra chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by the Australian Security and Solar and the customer does not consent to these additional costs.

2.8 once the customer has signed their contract with Australian Security and Solar, any variations to the system design will be documented and signed-off by the customer prior to installation.

### **3. Price & Payment**

3.1 The Purchase Price for the System is the Purchase Price shown for that system on the Customer Contract Agreement and is valid for a period of fourteen (14) days from the date of the contract.

3.2 In addition to the Purchase Price, the customer agrees to pay any fees or other amounts specified in the Offer at the time or times specified.

3.3 The payment or method of payment by the Customer to Australian Security and Solar will be detailed on the Customer Quote Form.

3.4 You may pay the Purchase Price in full at the time of your purchase at the purchase price agreed with Australian Security and Solar or, if we agree, under a payment plan.

3.5 The customer agrees to make a deposit payment as agreed at the time of accepting the Customer Quote and in accordance with our Terms of Payment.

3.6 The balance of any Contract Sum shall be paid on or before the date of installation in accordance with your Terms of Payment unless a Payment Plan has been agreed.

3.8 Australian Security and Solar reserves the right to charge interest on any overdue payment due under Australian Security and Solar's agreement with the Customer at a rate of 10% per annum calculated on a daily basis.

### **4. Authority To Install**

4.1 You authorise Australian Security and Solar (and its employees, agents or contractors) to install the System or systems, which you have agreed to purchase, at the address set out on the Customer Quote Agreement.

4.2 You warrant that you are the rightful owner of the property located at the address as set out on the Customer Quote Agreement. You must ensure that Australian Security and Solar 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.

4.3 Upon confirmation of the installation date for the System the Customer will ensure that on the day of the agreed installation date, the customer agrees to ensure the removal of any large objects and/or obstructions which may inhibit access to the agreed installation area prior to the day of installation;

### **5. Delivery And Installation**

5.1 Australian Security and Solar will arrange for the System to be delivered and installed at the Customer's nominated address on the Customer Contract on the agreed installation date.

5.2 Australian Security and Solar may need to change the Customer's agreed installation date in the following circumstances:

- a) where there is a shortage of stock availability;
- b) where there is a shortage of installer availability
- c) where there is inclement weather that affects the installation
- d) by an act of Force Majeure
- e) the nature of the Customer's property results in unanticipated installation factors or requires additional equipment necessary to install the System
- f) any other circumstances reasonably requiring Australian Security and Solar to change the Customer's installation date.

Australian Security and Solar will use its best endeavours to give reasonable notice to the Customer if the Customer's installation date needs to be changed.

5.3 Prior to installation of the System every effort is taken by Australian Security and Solar to identify all existing electrical wiring of the Customer's installation address as set down in AS/NZS 3000 Electrical Installations (known as the Australian/New Zealand Wiring Rule and the Victorian Service and Installation rules) as being compliant for installation of the System. If the Customer's switchboard and/or wiring does not comply with current safety standards or otherwise requires replacement or upgrade the cost of the replacement or upgrade is payable by the Customer. But at law the Customer can get alternate quotes.

5.4 If difficulties with site access are encountered that were not notified to Australian Security and Solar at the time of quote and/or site visit by Australian Security and Solar to the Customer, additional costs incurred in ensuring the safety of our installers may be payable by the customer.

5.5 If the system price is adjusted by more than 10%, the customer will be entitled to a full refund. If any extra chargeable work arises (including price adjustments below 10% of the original quoted price) and it is not consented to by the customer, Australian Security and Solar will provide a full refund upon request

### **6. Design And System Performance**

6.1 The performance of the system is subject to a number of variable factors (including but without limitation, the hours of sunlight, cloud cover and weather patterns, the location of the solar power system, and the location of surrounding structures and flora)

6.2 The Company warrants that it will use its best endeavours to install the System in a position that is likely to maximize the performance of the system, in accordance with the Customer's approval.

6.3 Where there are shading obstructions or concerns that affect the maximum performance of the System, such as flora or existing buildings,

the Company will ensure our best effort to make the Customer aware of any associated reduction in performance. Australian Security and Solar will seek approval from the customer to proceed with the installation before proceeding with the works.

6.4 The Company does not warrant that the performance will exactly match the expected output.

6.5 Commissioning of the System shall be deemed to have occurred when the system commences operating on the Site in accordance with the specification set forth in this Customer Contract.

6.6 Australian Security and Solar is neither liable for, nor responsible for, installation of bi-directional solar meters, or any other metering device.

6.7 Once the System is installed and commissioned it is considered in "operation", even when permission has yet to be received from Energy Safe Victoria, or the relevant distribution company, to turn the system "on" and begin producing power.

6.8 Australian Security and Solar will provide the Customer with a System manual to explain the functions of the System

## **7. Government Rebates And STC's (Small Scale Technology Certificates)**

7.1 The Customer may be entitled to receive a grant, rebate, feed-in tariff or other benefit in the form of STC's from the Commonwealth or State Government as a result of the purchase or installation of the System purchased. Australian Security and Solar does not warrant that you will necessarily receive that grant, rebate or other benefit.

7.2 The financial benefit of these STC's supplied to you by Australian Security and Solar, or the total price given to you by Australian Security and Solar, can vary from day to day and is subject to change without notice

7.3 In the event there is a change in the value of the STC price after the Quote has been provided, Australian Security and Solar will notify the Customer of the new total amount payable and reissue the Quote with the varied price. The customer then will have the option for full refund if they do not agree with the varied quote.

7.4 Australian Security and Solar at its discretion can withdraw a quote at any time due to a change in the value of STC's, supplier pricing and other events that affect pricing beyond Australian Security and Solar control.

7.5 If the customer has elected to assign their STC's in respect for the System to Australian Security and Solar:  
a) the Customer will receive a Point of Sale discount on the price payable by the Customer, which will be detailed on the Customer Quote Form;  
b) the Customer agrees to complete all such prescribed Forms and perform all such actions to give effect to the assignment of STC's to Australian Security and Solar.

7.6 You authorise Australian Security and Solar to apply for that grant, rebate or other benefit in your name and to receive payment of that grant, rebate or benefit on your behalf.

7.7 You agree to sign all documents Australian Security and Solar may require, and to take any other action Australian Security and Solar may require, in order to obtain payment of that grant, rebate or other benefit.

7.8 You acknowledge that, in certain circumstances, (For example, if you have provided incorrect information on grant application forms) the Commonwealth or State Government may require you to repay the grant, rebate or other benefit. Australian Security and Solar will have no responsibility to you in the event that you are required to repay the grant, rebate or other benefit.

7.9 If you receive a STC as part of the System price included in your Customer Contract and Australian Security and Solar is unable to claim your STC's from the relevant authority on your behalf (as a result of something you have done), you must repay Australian Security and Solar the value of the STC discount within 30 days of receiving notice to do so.

## **8. Warranties**

8.1 Australian Security and Solar warrants that the installer of the System will be suitably qualified and experienced; will be duly licensed and/or registered; will be accredited for installation of the System/s with the CEC (Clean Energy Council) and/or any other relevant body.

8.2 Australian Security and Solar shall be responsible for any defect/s in the equipment supplied by the company, for faulty workmanship of the Company appearing in the work and for the operation and performance of the whole system as stated on the Customer Quote Agreement.

8.3 Australian Security and Solar reserves the right to charge a fee ("Call Out Fee") payable by the Customer should the Company send a representative to the site of installation in response to a perceived failure of the System, or fault in workmanship, where said fault is not found to be caused by a fault or defect in the materials and/or workmanship supplied by the Company.

8.4 Australian Security and Solar will not be responsible for the loss or damage to any of the client's property, real or personal, or for any faults or defects in the System due to misuse or damage cause by others, including the Client, or if the system fails to operate due to any or all of the following including but without limitation:

- a) an event of Force Majeure;
- b) atmospheric electrical discharges;
- c) the data supplied by the Client was inaccurate or untrue;
- d) improper maintenance by the Client;
- e) the Client has failed to maintain the Site to ensure that there is not obstruction to the successful operation of the System;

- f) faulty operation of Client equipment;
- g) System fails to operate due to climate conditions beyond that which could be reasonably anticipated having regard to recorded weather patterns;
- h) any other cause beyond the control of the Company.

## 9. Termination

9.1 Customers will be given ten (10) business days to cancel the contract without penalty. If a customer wishes to withdraw after this, cancellation fees for administrative and other reasonable costs will apply.

9.2 Australian Security and Solar may terminate this contract in the event that the Customer fails to comply with the Terms and Conditions of the Customer Contract.

9.3 If Australian Security and Solar terminates this contract because you have failed to comply with the terms of this Customer Contract, the Customer may have to pay any associated costs (including but without limitation, legal costs). This may include any work undertaken, or for permits sort.

9.4 The Customer may not terminate the Customer Contract, revoke any authority granted under it, or elect to not purchase a solar system, otherwise than in accordance with this clause or as otherwise permitted by law. The customer may terminate the contract after 10 days in the event that site access is not available (Clause 5.4) or where there are considerable shading or obstruction concerns (clause 6.3)

9.4 The Agreement between Australian Security and Solar and the Customer will terminate upon the following event occurring

TERMINATION EVENT	CONSEQUENCE
If the Customer cancels the Agreement to any statutory cooling off rights (10 days from the signed Customer Contract)	Full refund of moneys to Customer. If Australian Security and Solar has provided any products to the Customer and those products are not returned in the state in which they were supplied, a reasonable charge for those products may be deducted.
Where a Government program providing subsidies and incentives is significantly changed or cancelled	Full refund of monies to Customer within 60 days from Termination Event
If a Force Majeure Event occurs	Full refund of monies to Customer within 60 days from Termination Event
Where asbestos is discovered at the Customer's premises that was not advised at the time of quote	Australian Security and Solar will charge the Customer a cancellation fee or the sum of the reasonable costs incurred by Australian Security and Solar.
Where site access to the Customer's home renders Australian Security and Solar unable to complete the installation of the System and Australian Security and Solar was not notified of access difficulties at the time of quote	Australian Security and Solar will charge the Customer a cancellation or re-booking fee equivalent to \$500 or 10% of the customer order value. All other monies will be refunded except of Australian Security and Solar has provided services to the Customer, then Australian Security and Solar reserves the right to deduct any reasonable cost incurred by Australian Security and Solar or a third party including any site consultation fees
If the system cannot be fitted to the Customer's roof due to an error by Australian Security and Solar	Full refund of monies to Customer within 60 days from Termination Event
If due to a refusal by your local council due to Heritage or local council restrictions you are advised you are not permitted to install a System	Full refund of monies to Customer within 60 days from Termination Event
Where the Customer's home has a dangerous switchboard or wiring that is determined at the time of installation, and the Customer is unwilling to have this rectified at the Customer's own expense	Australian Security and Solar may charge the Customer a cancellation fee or the sum of the reasonable costs incurred by Australian Security and Solar in these circumstances.

## 10. General

10.1 If on the day of installation it is identified that the scope of works required is outside of items listed on the Customer Contract at the time of pre-installation inspection the installer shall advise the Customer immediately. Australian Security and Solar will reissue the quote according to the Installer requirements.

These changes may include but are not limited to:

- Roof structure/support integrity compromised
- Hazardous materials/asbestos located in roof cavity
- Weak, cracked or brittle tiles/materials on roof area
- Non-compliant or dangerous wiring systems

If the system price is adjusted by more than 10%, the customer will be entitled to a full refund, if any extra chargeable work arises (including price adjustments below 10% of the original quoted price) and it is not consented to by the customer, Australian Security and Solar will provide a full refund upon request

10.2 To the extent permitted by law, the validity, interpretation and performance of this Customer Contract will be governed by the law of the State of Victoria and the Commonwealth of Australia.

10.3 No failure, delay, relaxation or indulgence by either party in exercising any power or right conferred upon it under this agreement will operate as a waiver of that power or right.

10.4 This agreement may not be varied except by written instrument executed by the parties.

10.5 The Customer may not assign or otherwise transfer the benefit of this agreement without Australian Security and Solar's prior written consent.

10.6 Information regarding government assistance schemes, feed-in tariffs and other programs is believed to be correct at the time of consultation and publication, but this information can change without notice.

10.7 Australian Security and Solar is not responsible for any inaccuracies, or for any losses caused by third parties or changes to government assistance schemes, feed-in tariffs or other programs.

10.8 Any projections of future financial performance have been prepared in good faith, but are for illustrative purposes only. Customers are encouraged to seek their own financial advice with regard to the potential financial returns associated with their System.

10.9 If you, the customer, do not have an appropriate meter at your premise, Australian Security and Solar will contact your distribution company to arrange for the installation of an appropriate meter. The costs of installing an appropriate meter are to be borne by you and do not form part of the System Price.

10.10 You, the customer, acknowledge that there may be delays in your distribution company installing an appropriate meter, and this may delay your ability to use the solar PV system and receive feed-in tariffs.

10.11 Whilst installing a solar PV system should help to reduce your energy consumption, actual energy savings will vary depending on a range of factors, including changes in usage patterns, weather conditions, type and number of appliances.

## **11. Information And Privacy**

11.1 Australian Security and Solar is committed to protect the security and privacy of all our Customers

11.2 You agree to provide us with all information we may require from you in order to supply you goods and services under this Customer Contract, and to apply for any grant, rebate or other benefit, which you may be entitled to receive from the Commonwealth or State Government.

11.3 The information collected by Australian Security and Solar may include "personal information" within the meaning of the Privacy Act 1988 (Cwlth).

11.4 If you provide us with personal information about another person (such as an additional account holder) or someone else who you nominate to discuss your account on your behalf, please ensure you advise that person about this privacy statement. You must advise us of any other person you wish to discuss your account at the time of your Customer Contract agreement being signed.

## **12. Nature Of Contract**

14.1 Nothing in this contract obliges or otherwise requires us to perform any domestic work (within the meaning of the Domestic Works Contractors Act 1995 (Vic))

12.2 This contract sets out the entire agreement between you and us. To the extent permitted by law, all implied terms are excluded.

## **13. Product Warranties**

13.1 The components are warranted by Australian Security and Solar for 5 years and as per the various manufacturers' warranties. These Warranties are as provided by the manufacturers and can be found in the official documents and on our website.

13.2. The whole of system warranty is 5 years from the date of installation during which time Australian Security and Solar is responsible to provide onsite service free of charge. Customer may have to pay full labour charges in advance for any repair or replacement after this 5-year warranty period has ended.

13.3 Australian Security and Solar warrants all products installed to be free from defective parts and workmanship and to be in good working order including operation and performance from the date of installation. Australian Security and Solar reserves the right to ascertain the type of defect and cause of the failure and will not repair or replace goods if damage is due to:

- a) Accident, negligence misuse, theft, vandalism, fire, water, electrical surge, lightning strike, or other peril;
- b) Conditions outside the specification or operation of the products including without limitation, electrical power, temperature, humidity or dust.
- c) Any repair, relocation or alteration of a product not performed by Australian Security and Solar or its authorised service agents;
- d) Any cause other than normal use;
- e) Goods are damaged due to faults in equipment from the Buyer.

13.4 In the event that the condition or damage to products installed is as a result of product or installer workmanship fault, Australian Security and Solar will rectify or replace free of cost.

#### **14. Substitution Policies**

14.1 Goods will not be substituted without prior agreement from the Customer.

#### **15. Customer must sign contract to show acceptance all terms and conditions**