



# Customer Contract for Rebate Swap for Solar Agreement Terms and Conditions



# CONGRATULATIONS - THE SOLAR SELLER YOU'RE DEALING WITH HAS MADE A STRONG COMMITMENT TO GOOD BUSINESS PRACTICES AND IMPROVING STANDARDS IN THE SOLAR INDUSTRY.

The New Energy Tech Consumer Code is a way for solar businesses to show that their business meets trusted consumer protection standards for new energy technology, including rooftop solar.

The New Energy Tech Consumer Code is a voluntary scheme for retail businesses selling new energy tech, including solar panel systems, to households and small businesses. It aims to raise standards of consumer protection in the sector, to strengthen consumer confidence in new energy tech and to encourage innovation and the development of choice for consumers.

The Clean Energy Council administers the New Energy Tech Consumer Code and ensures that signatories comply with its strict requirements at all times.

## WHAT DOES THIS MEAN FOR YOU?

The company you're dealing with has signed on to the New Energy Tech Consumer Code. That means you will receive the following — and more:

- ✓ assurance that the company has gone through a rigorous process to become a New Energy Tech Approved Seller
- ✓ detailed information on the process between system installation and network connection
- ✓ peace of mind that the company will adhere to all existing legislation and regulations, and that its sales representatives will act ethically and not engage in any dishonest or misleading tactics
- ✓ many other performance guarantees covering all aspects of the consumer experience

## LOOK FOR A NEW ENERGY TECH APPROVED SELLER

A New Energy Tech Approved Seller is a company that has signed on to the New Energy Tech Consumer Code and agreed to follow its requirements at all times.

Look for the New Energy Tech Approved Seller Badge when buying solar.

## HIGH STANDARDS

When you buy solar from a New Energy Tech Approved Seller, you can be assured that you are buying a quality product from a company that follows all relevant consumer protection laws and will ensure that products, systems, services and documentation provided under the code are suitable and fit for purpose. The code also has strict requirements that companies must follow throughout the customer journey, including marketing, sales, finance and payments, warranties and complaints handling processes.

## WHY THE CODE?

The Australian Competition Tribunal granted authorisation of the New Energy Tech Consumer Code on 15 September 2020 on behalf of the solar industry to set minimum standards of good practice and consumer protection in relation to solar generation systems, energy storage systems, electrical vehicle charging and other emerging energy products and services. The Clean Energy Council already upholds industry standards for solar installations through its Approved Solar Retailer Program, which will be replaced by the New Energy Tech Consumer Code in February 2023.

The establishment of the New Energy Tech Consumer Code means that the solar retail sector will provide consumers with added protections and more information to help them make better informed decisions.



## NEW ENERGY TECH APPROVED SELLERS WILL:

### PRE-SALE

- ensure that sales representatives act honestly and ethically at all times
- not engage in any dishonest or misleading advertising and sales tactics, such as engaging in pressure-selling
- provide you with the necessary and unbiased information in writing to enable full education about your purchase prior to entering into a contract

### POST-SALE

- respect your legal rights relating to cooling-off periods and refunds and give you the opportunity to cancel a contract and obtain a full refund where changes are made after contract that are not approved in writing
- honour all guarantees and warranties you may be entitled to and promptly fix service issues, and make repairs or replacements
- assist you with any necessary activation steps to begin delivering your benefits, including with any necessary approvals and connection to an energy network

### DOCUMENTATION AND GENERAL BUSINESS

- ensure that you are provided with the required documentation before and after the solar system is installed
- adhere to all existing legislation and regulations, and maintain effective internal cancellation procedures
- be fully responsible for the actions of any subcontracted parties, including CEC-accredited Installers/designers
- respond promptly and fairly if there is a complaint with any service or purchase and keep you informed as to the progress if you are not satisfied with the response

### DEALING WITH COMPLAINTS

Should you need to make a complaint against a company identifying itself as a New Energy Tech Approved Seller, you should first contact the Approved Seller.

If you are not satisfied with the response from the Approved Seller, you can also contact your relevant consumer protection organisation. You can also register your complaint with the Clean Energy Council, which will investigate breaches of the code. This may result in the Approved Seller having its approval revoked.

For more information on dealing with complaints please visit

<https://www.newenergytech.org.au/>

### FURTHER INFORMATION

- For further information or to view a copy of the code of conduct, visit <https://www.newenergytech.org.au/>
- For any questions on the code of conduct, contact:  
Email: [info@newenergytech.org.au](mailto:info@newenergytech.org.au)

Phone: (03) 9929 4195

To download the Clean Energy Council's 'Guide to installing solar PV for households', visit [solaraccreditation.com.au/consumers](https://solaraccreditation.com.au/consumers)

- For information on consumer rights and warranties, visit [acc.gov.au/consumers/consumer-rights-guarantees](https://acc.gov.au/consumers/consumer-rights-guarantees)
- To contact your relevant consumer affairs organisation, visit: [solaraccreditation.com.au/consumers/complaints](https://solaraccreditation.com.au/consumers/complaints)
- To view the Australian Competition and Consumer Commission authorisation register, visit [registers.acc.gov.au](https://registers.acc.gov.au)



## WHAT IS THE CLEAN ENERGY COUNCIL?

The Clean Energy Council is the peak body for Australia's clean energy industry. We represent and work with hundreds of leading businesses operating in solar, wind, energy efficiency, hydro, bioenergy, energy storage, geothermal and marine along with more than 4000 solar installers.

We are committed to accelerating the transformation of Australia's energy system to one that is smarter and cleaner.

For more information, visit [cleanenergycouncil.org.au](http://cleanenergycouncil.org.au)



**CONTRACT FOR THE SUPPLY OF A SOLAR PHOTOVOLTAIC SYSTEM, NSW REBATE SWAP FOR SOLAR PROGRAM**

**1. Site Assessment**

1.1 If at the site assessment the Supplier finds the installation address is not suitable for the Solar System, then this Contract will be cancelled.

**2. Quote and Cooling off period**

2.1 The Supplier will provide a Quote to the Customer and will use reasonable efforts to discuss the Quote with the Customer and answer the Customer's questions in relation to the Quote.

2.2 The Supplier agrees that a 10-business day cooling off period applies once the Customer has signed this Contract during which the Customer may terminate the Contract at convenience, commencing the day after the Contract is signed.

**3. Installation: Supplier Obligations**

3.1 The Supplier will give you notice of the proposed installation date.

3.2 The Supplier will ensure the Solar System is installed and/or commissioned by Clean Energy Council (CEC) accredited, licensed and insured installers and in accordance with CEC guidelines and in accordance with:

- (a) Good Industry Practice;
- (b) this Customer Contract;
- (c) all applicable Australian and international standards; and
- (d) all applicable Laws.

3.3 The Supplier warrants that it is responsible for performing all Work under the Customer Contract and shall further ensure the proper operation of the Solar System.

3.4 The Supplier will use all reasonable endeavours to:

- (a) begin the Work under the Customer Contract within 30 days after entering into the Customer Contract; and
- (b) complete the Work under the Customer Contract within 40 days after beginning the works.

3.5 The Supplier will initiate a PV Network connection agreement with your electricity supplier.

**4. Installation: Customer Acknowledgements**

4.1 You acknowledge that although we may assist in arranging for the Goods to be connected to the main grid, the agreement to undertake that connection is an agreement between you and your electricity retailer and/or distributor.

4.2 You acknowledge that you have not previously received or been approved for a rebate or financial assistance for any small generation unit at the Premises (includes Solar Homes & Communities Plan, Photovoltaic Rebate Program, Renewable Remote Power Generation or Solar Credits).

4.3 The Customer acknowledges that decramastic metal roof tiles are at risk of denting during the installation of the Solar System. The Supplier will use reasonable endeavours to minimise any denting. In the event the tiles are dented or damaged during the installation of the Solar System, the Supplier will repair the damage at its own cost and within a reasonable time to the Customer's reasonable satisfaction.

**5. Payment of Solar System**

5.1 The Supplier acknowledges that in consideration of the performance of the Work under this Customer Contract, other than for any System Upgrade, the Supplier will be paid by



- the Office of Energy and Climate Change.
- 5.2 The Supplier agrees that the Customer making the Premises available to the Supplier to perform the work is good and valuable consideration for the Supplier 's obligations under this Contract.
- 5.3 The Supplier agrees to comply with the terms of this Contract in consideration of the payment by the Customer of \$1, of which the receipt and sufficiency is acknowledged by the Supplier.
- 5.4 You do not have to make any payments to the Supplier for the goods supplied and installed unless you wish to upgrade or change from the original contract (System Upgrade). Clause 6 will apply to any System Upgrade.
6. **Payment of System Upgrade (where applicable)**
- 6.1 The Supplier must not promote or encourage the Customer to purchase a System Upgrade, unless specifically requested by the Customer or expressly approved by the Office of Energy and Climate Change (or, where applicable, the Program Administrator) in writing.
- 6.2 If the Customer has requested a System Upgrade, the Supplier shall promptly provide a new Quote.
- 6.3 If the Customer informs the Supplier in writing that the new Quote is accepted, the Supplier will install the System Upgrade and the Customer will pay the System Upgrade Price on the day the installation is completed or upon confirmation that the PV Solar System is generating electricity/operating in accordance with the System Upgrade (whichever is later).
- 6.4 Customers are required to pay for the System Upgrade by direct debit, cheque, cash or credit card.
- 6.5 Overdue accounts for a System Upgrade will be subject to interest at the rate of 5.5% p.a., calculated from
- the period the account is due until the date it is paid.
- 6.6 In the event that your overdue account for the System Upgrade is referred to a collection agency and/ or law firm, you may be liable for all costs and disbursements which are incurred in recovering the debt including but not limited to legal costs and collection agency costs.
7. **Small-scale Technology Certificates (STCs)**
- 7.1 Where the Customer is entitled to receive STCs, the Customer agrees to assign STCs earned by the Solar System to the Supplier or its nominated representative.
- 7.2 The Customer agrees to sign all documentation necessary for the Supplier to claim the STCs.
- 7.3 The Supplier will then submit the STC forms for the final processing by an STC trading entity chosen by the Supplier and the proceeds from the STCs will be paid to the Supplier.
8. **Authority to access Premises**
- 8.1 You warrant that you are the property owner and occupier of the Premises.
- 8.2 You authorise the Supplier (its contractors, employees, servants, agents or installers) access to the Premises at times it reasonably requires. This access may include, but is not limited to; - site inspections, signing of documentation, delivery of Goods, installation and connection to the electricity grid.
- 8.3 You will co-operate as fully as possible to ensure site inspections and the installation may proceed at the earliest possible time convenient to both you and the Supplier.
9. **Clean Energy Council**
- 9.1 In entering into this Contract with the Customer, the Supplier hereby states that it will comply with the New Energy



- Tech Consumer Code, a copy of which will be provided to the Customer.
10. **Completion of works**
- 10.1 The signing by the Customer of the Completion Form, Completion Photographs, or any other document purporting to confirm the works are complete does not constitute acceptance by the Customer that the works meet the requirements of the NSW Government.
11. **Title**
- 11.1 Title to the Solar System will pass to the Customer when the Solar System is installed at the Customer's Premises.
12. **Risk and insurance**
- 12.1 The Solar System is entirely at the risk of the Customer from the date of installation.
- 12.2 The Customer will be responsible for maintaining the Solar System from the date of installation at its own expense.
- 12.3 The Customer is responsible for providing and maintaining a suitable and secure Internet connection.
- 12.4 The Customer acknowledges that the reliability, availability, and performance of monitoring resources accessed through the Internet are beyond the Supplier's control and are not in any way warranted or supported by the Supplier.
- 12.5 The Supplier is not responsible for any problems, damages, or losses that may arise from Internet connection issues, including but not limited to Internet service disruptions, slow connection speeds, data loss, or hardware/software failures at the Customer's site.
13. **Warranty**
- 13.1 Goods supplied by the Supplier come with guarantees that cannot be excluded under Australian Consumer Law and include any warranties included with the Goods from the manufacturer. Any guarantees or warranties provided by a third party will be set out in the documentation included with the Goods.
- 13.2 The Supplier will, at its own cost, rectify any defect, omission or deficiency in the Work under the Customer Contract that are notified by the Customer to the Supplier in the period 10 years following date the Work under the Customer Contract was completed as evidenced on the Completion Form.
- 13.3 The Supplier will, at its own cost, provide a Whole of System Warranty on the operation and components of the Solar System and any other warranties that are obtained from the original equipment manufacturers associated with the Solar System.
- 13.4 The Supplier acknowledges and agrees that the Whole of System Warranty:
- (a) covers all aspects of the operation and performance of the whole Solar System, including workmanship and products;
  - (b) exists over and above the customer's rights under consumer guarantees in the Australian Consumer Law; and
  - (c) includes the following warranties:
    - (i) Solar panels power output — 25 years;
    - (ii) Solar panel product— 10 years;
    - (iii) Inverters - 10 years; and
    - (iv) Workmanship - 10 years.
- 13.5 The Supplier warrants that it has made the Customer aware of:
- (a) all warranties under this clause 13; and



- (b) the process to make a warranty claim regarding any issues after the installation of the Solar System.
- 13.6 On discovery of any defect in the Solar System, the Customer must immediately notify the Supplier in writing of such defect. The Customer must not carry out any remedial work without first obtaining the written consent of the Supplier to do so.
- 13.7 The Supplier will assist the Customer to make a manufacturer's warranty claim.
- 13.8 If the Solar System demonstrates any issues within 10 years from the date of installation relating to the workmanship of the installation, then the Supplier will promptly resolve the issue.
- 14. Other Post Installation Support**
- 14.1 The Supplier will ensure that the Customer receives sufficient training and support following the commissioning of the Solar System.
- 14.2 The Supplier warrants that the training in clause 14.1, at a minimum, results in the Supplier (acting reasonably) being satisfied that the Customer (or a co-inhabitant at the house of the Customer) can undertake the following:
- (a) operate the Solar System safely, including safely shut down and start up the Solar System;
  - (b) check that the Solar System is working and operating normally;
  - (c) measure the quantity of energy generated by the Solar System; and
  - (d) use methods to maximise the benefit of the Solar System, including by changing consumption patterns (for example, by operating a washing machine during daylight hours) and by understanding the benefits that
- may be obtained through a feed-in tariff.
- 14.3 For a period of 10 years following completion of the Works, the Supplier will ensure that:
- (a) the Customer can access a troubleshooting hotline for the Solar System; and
  - (b) it has a process for expeditiously rectifying any faulty Solar System.
- 15. Indemnity**
- 15.1 The Supplier will indemnify the Customer and any other persons at the Premises against any loss, damage, cost, expense or liability (including legal costs) arising from or in connection with:
- (a) any act or omission, negligence or default by the Supplier and/or Supplier Personnel in connection with performance of the Work under the Customer Contract; and
  - (b) any breach of the Customer Contract by the Supplier or Supplier Personnel.
- 16. Customer not liable for costs, expenses, fees, etc**
- 16.1 The Supplier will not charge or demand any payment from the Customer in relation to the Work under the Customer Contract apart from System Upgrades in accordance with clause 6.
- 16.2 The Supplier will release the Customer from any claim the Supplier may have for any payment by the Customer in relation to the Work under the Customer Contract except as provided in clause 6 of this Contract.
- 17. Limited Liability**
- 17.1 The Supplier's liability to the Customer is limited to the Contract Price. The cap does not apply to insured losses to the level of insurance or in respect of





claims which arise from or in connection with:

- (a) the Supplier's fraudulent, malicious or illegal acts or omissions;
- (b) the Supplier's deliberate breaches of contract;
- (c) any act or omission of the Supplier committed with a reckless disregard for their consequences;
- (d) personal injury or death;
- (e) loss or damage to any third party property;
- (f) breach by the Supplier of a confidentiality obligation;
- (g) breach of any Privacy Law;
- (h) infringement of intellectual property rights or moral rights; or
- (i) any liability that cannot be limited at law.

the Health and Safety Requirements;

- (ii) the Health and Safety Management Plan is complied with;
- (iii) the provision of all management and supervisory structures necessary to comply with WHS Laws including safety issue identification, resolution and response procedures, safe working systems, safety training requirements, access requirements and appropriate recording, reporting, inspection and auditing control measures relating to the Works;
- (iv) that any health and safety management systems utilised for the performance of the Works is certified by an external JAS-ANZ accredited certification body in accordance with AS/NZS4801:2001;

18. **Work health and safety**

18.1 The Supplier acknowledges and agrees that it:

- (a) is responsible for, and has control over, all aspects of health and safety for, or in connection with, the work under the Contract;
- (b) must strictly comply with WHS Laws to ensure the health and safety of all Supplier personnel and other persons affected by the Works, so far as is reasonably practicable;
- (c) must ensure:
  - (i) a Health and Safety Management Plan is prepared that complies with the WHS Laws and

- (v) that all plant and equipment used by Supplier personnel is adequate and safe for the task for which it is used, adequately guarded, adequately protected, approved, regularly serviced and maintained, and free from defect;
- (vi) the use, operation, maintenance, transportation and disposal of such plant and equipment is carried out in such a manner that Supplier personnel or other persons are not exposed to any hazard;



- (vii) that all materials used in the performance of the Works are safe and, where hazardous, that the Supplier personnel using such materials are aware of and comply with all requirements for the safe usage of such materials;
  - (viii) that it has appropriate arrangements in place to ensure all of its subcontractors comply with the Health and Safety Management Plan, implement safety requirements set out in the Health and Safety Management Plan and comply with their respective obligations under WHS Laws and the Health and Safety Requirements;
  - (ix) that all Supplier personnel and subcontractors performing the Works:
    - (A) are appropriately qualified experienced and hold and maintain the relevant Authorisations required to perform the Works; and
    - (B) receive all necessary and appropriate information, supervision and training, including induction training as is necessary to enable them to perform the Works in a manner that does not expose them to any health or safety hazard;
  - (x) that Supplier personnel are provided with and wear all adequate protective clothing and equipment to protect them from health and safety hazards; and
  - (xi) that procedures are in place to deal with emergencies that may arise during the performance of the Works.
- 18.2 The Supplier and the Customer acknowledge that the Office of Energy and Climate Change has rights to monitor, audit and make directions about the work performed under the Customer Contract.
- 18.3 To the extent that the Office of Energy and Climate Change exercises the rights in clause 18.2, if it is reasonably practicable to do so, the Supplier will give prior notice, and in any event, will, as soon as practicable, provide notice to the Customer.
19. **Authorisations**
- 19.1 Subject to clause 19.2 below, the Supplier is solely responsible for and will obtain and maintain at its own cost all Authorisations required to perform the Works.
- 19.2 If the Supplier appoints a subcontractor to perform any Works the Supplier will ensure that any person to whom the performance of Works is subcontracted:
- (a) holds all necessary Authorisation to perform those Works;
  - (b) is properly qualified, experienced and competent to perform those Works;



- (c) is under contractual obligations that impose standards that are no less onerous than the obligations of the Supplier under the Supplier Agreement and under this Contract;
  - (d) is under contractual obligations necessary to ensure that the Supplier can comply with the terms of this Contract; and
  - (e) is imposed on the subcontractor obligations equivalent to, and no less onerous than, the obligations under this Contract.
20. **Insurance**
- 20.1 The Supplier warrants that it has and will maintain all insurances required to be affected by it by law or under the Supplier Agreement.
21. **Privacy Policy**
- 21.1 You agree to provide the Supplier with whatever personal information is required to complete its obligations here-under on your behalf, in particular for the accurate completion of documentation for the network connection to the electricity grid and your STCs.
- 21.2 The Supplier will provide your information to the Office of Energy and Climate Change and any Program Administrator for the purposes of the Solar for Low Income Households Program.
- 21.3 The Supplier will provide your information to its contractors, employees and installers only so far as is necessary to effectively perform their role.
- 21.4 The Supplier will provide your information on your behalf to the relevant bodies for connecting your PV Solar System to the grid and processing of your STCs and, if asked, to your electricity retailer.
- 21.5 You may access the personal information we have collected from you with a request in writing.
- 21.6 Unless otherwise agreed with you, the Supplier will not provide your personal information to any third parties other than those mentioned above.
- 21.7 The Supplier will not sell your personal information in any circumstances whatsoever.
22. **Proportionate Liability**
- 22.1 To the extent permitted by law, the operation of any proportionate liability legislation in relation to any claim arising out of or in connection with this Contract is excluded, including under Part 4 of the Civil Liability Act 2002 (NSW).
23. **Entire Agreement**
- 23.1 This Contract supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the Solar System. No addition to or modification of any provision of this Contract shall be binding upon the parties unless signed by a duly authorised representative of both parties. Materials will not be substituted without prior agreement with the Customer.
24. **Severability**
- 24.1 If any part or provision of the Contract is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of the Contract will continue to operate.
25. **Governing Law**
- 25.1 This Contract is governed by the law in force in New South Wales. Each party submits to the exclusive jurisdiction of the courts of New South Wales.



26. **Definitions**
- 26.1 **Australian Consumer Law or ACL** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010*.
- 26.2 **Authorisations** means any authorisation, agreement, approval, licence, permit, consent, qualification, accreditation, filing, registration, certificate, declaration or exemption and any renewal or variation of them.
- 26.3 **Bi-Directional Meter or Smart Meter** means an electricity meter that (in accordance with applicable Laws) measures electricity flow in two directions (the imported electricity and exported electricity).
- 26.4 **Completion Form** means the form evidencing completion of the work under the Contract in the form annexed at Annexure B and countersigned by the Customer.
- 26.5 **Completion Photographs** means the photographs required in the Completion Form which includes the following:
- (a) ground-level photo of the panels from a cardinal direction (N, S, E, W) to show orientation of the solar panels;
  - (b) photo of the installed panels taken from a good vantage point to show layout of installation;
  - (c) photo of the inverter from a distance to show layout of installation;
  - (d) photo of the inverter showing a display of solar photovoltaic power output to show operations;
  - (e) photo of the installer in front of the Customer's house with view of the solar system and, if possible, letter box in the foreground; and
- (f) photo of the conduit at close range to show thickness.
- 26.6 **Contract Price** means the amount the Office of Energy and Climate Change pays or is to pay to the Supplier for the Solar System and any System Upgrade Price to be paid by the Customer.
- 26.7 **Customer or you** means the individual or organisation receiving a Solar System from the Supplier.
- 26.8 **Contract or Customer Contract** means this agreement including any Annexures or attachments.
- 26.9 **Goods** means any or all of the products supplied by the Supplier or on its behalf.
- 26.10 **Good Industry Practice** means:
- (a) in a sound, proper and workmanlike manner;
  - (b) with due skill, care and diligence;
  - (c) with due expedition and without unnecessary or unreasonable delays;
  - (d) to the standard expected, and achieved, by an internationally experienced engineering, procurement and construction contractor of high skill and quality, with experience in Australia, who regularly acts in the capacity in which the Supplier is engaged to perform services (and/or deliver goods) similar to the Services;
  - (e) in a manner which allows for this agreement to be efficiently performed.
  - (f) using materials or merchantable quality which are fit for their intended purpose and free from defects and omissions in material, design or workmanship; and



- (g) in accordance with all applicable Laws.
- 26.11 **Health and Safety Management Plan** means a plan which meets the requirements set out in Schedule 7 of the Supplier Agreement, to be developed and implemented by the Supplier in accordance with the Supplier Agreement.
- 26.12 **Health and Safety Requirements** means any and all directions, instructions, requests or requirements relevant to, associated with or necessary for compliance by the Supplier with WHS Laws, including any such matters of which the Supplier has been informed by the Office of Energy and Climate Change from time to time.
- 26.13 **Law** means:
- (a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Contract is or is to be carried out or regulated;
- (b) any Authorisation;
- (c) any applicable Australian Standards;
- (d) any applicable law, whether of a legislative, equitable or common law nature;
- (e) any judgment, decree or similar order with a mandatory effect or any binding
- (f) requirement or mandatory approval of a Regulatory Authority; or
- (g) fees, rates, taxes, levies or charges imposed by those things referred to in items (a) to (c) of this definition.
- 26.14 **Office of Energy and Climate Change** means the Crown in the right of New South Wales acting through The Treasury represented by the Office of Energy and Climate Change (ABN 55 437 667 728) (or any replacement NSW Government body, office, department or authority if a 'machinery of government' executive order is made under NSW legislation to that effect).
- 26.15 **Premises** means the premises of the Customer at which the Solar System will be installed.
- 26.16 **Privacy Law** means the *Privacy Act 1988* (Cth), the *Privacy Regulations 2013* (Cth), the Australian Privacy Principles, the Information Privacy Principles, the *Privacy and Personal Information Protection Act 1998* (NSW), the *Privacy and Personal Information Protection Regulations 2014* (NSW).
- 26.17 **Program Administrator** means the company, if any, appointed by the Office of Energy and Climate Change responsible for administering the Solar for Low Income Households Program.
- 26.18 **Quote** means the quote prepared in good faith by the Supplier for installing the Solar System, and, in respect of a System Upgrade, setting out the additional Solar System Capacity and the System Upgrade Price.
- 26.19 **Services** means any or all of the installation services conducted by us or on our behalf.
- 26.20 **Site Assessment** means an audit carried out by the Supplier at the Premises to assess the property for the proposed solar installation.
- 26.21 **Solar System** or **PV Solar System** means the solar system specified in Annexure A and including the associated Bi-Directional Meter or Smart Meter.
- 26.22 **Solar for Low Income Households Program** means the program of that name developed by the Office of Energy and Climate Change.
- 26.23 **STCs** means grants, financial incentives or other benefits from a government or the entitlement to create Small- scale Technology



- Certificates as a result installation of Goods.
- 26.24 **Supplier, We or Us** means UPowr Pty Ltd (ACN 627 040 386 or any of our representatives, officers, employees, subcontractors or related entities.
- 26.25 **Supplier Agreement** means the agreement between the Supplier and the Office of Energy and Climate Change or, if applicable, Program Administrator, for the Solar for Low Income Household Program.
- 26.26 **Supplier Personnel** means employees, partners, officers, agents and subcontractors (including employees of subcontractors) of the Supplier.
- 26.27 **System Upgrade** means an upgrade of the Solar System where the Customer elects to purchase additional Solar System capacity above that covered by the Office of Energy and Climate Change at the Customer's own costs.
- 26.28 **System Upgrade Price** means the price set out in the Quote for a System Upgrade.
- 26.29 **Terms and Conditions** refers to the terms and conditions set out below, and those incorporated by reference, which apply to each Contract for the supply of Goods and Services to you.
- 26.30 **Whole of System Warranty** means the warranty set out in clause 13.
- 26.31 **WHS Act** means the *Work Health and Safety Act 2011* (NSW),
- 26.32 **WHS Laws** means all applicable Laws relating to work health and safety, including the:
- (a) WHS Act; and
  - (b) *Work Health and Safety Regulation 2017* (NSW).
- 26.33 **Work under the Customer Contract or Works** means the design, engineering, project management, procurement, supply, fabrication, mobilisation, demobilisation, construction,

installation, testing, commissioning and the performance and supply of all other things associated with the installation of the Solar System at the Premises in accordance with this agreement.



## EXECUTION

Executed as an agreement.

I acknowledge that by digitally accepting this Contract via the UPowr platform that I:

- a) forgo all rights to access the NSW Government's Low Income Household Rebate for 10 years; and
- b) have reviewed the terms and conditions of the Contract; and
- c) hereby authorise the Supplier to proceed with the installation of the Solar System in accordance with the terms and conditions of the Contract.