

# CONTRACT DOCUMENT

## DEAR CUSTOMER

**THIS CONTRACT DOCUMENT IS IMPORTANT.** Please read carefully and indicate **WHETHER YOU ACCEPT THE TERMS & CONDITIONS** set out below before you submit your application. These terms and conditions will comprise your contract with us ("**Contract**").

A confirmation email will be sent to the email address you have provided to us. You may also wish to **print them out**.

The commencement date of the Contract is the date you accept this on-line offer ("**Offer**") by clicking on the "Submit" button below.

## CONTRACT TERMS

This Contract Document sets out the terms of the contract between the customer named in the Offer ("**you**") and Origin Energy Electricity Limited (ABN 33 071 052 287) of Level 45, Australia Square 264-267 George Street, Sydney, New South Wales, 2000 ("**Origin Energy**").

### 1. Purchase of Solar System/s

- 1.1 You agree to purchase the solar system or solar systems, which you have selected, on and subject to the terms set out in this Contract Document.
- 1.2 Origin Energy agrees to sell you the solar system or solar systems, which you have selected, on and subject to the terms set out in this Contract Document.
- 1.3 Origin Energy will only sell any solar system to you after it has been installed at the address specified in the Offer. Prior to installation, Origin Energy will have no obligation under this Contract Document to sell any solar system to you.

### 2. Purchase Price

- 2.1 The purchase price for a solar system is the Purchase Price shown for that system in the Offer.
- 2.2 In addition to the Purchase Price, you will have to pay any fees or other amounts specified in the Offer at the time or times so specified.
- 2.3 The deposit payable on a solar system is due and payable to or at the direction of Origin Energy upon your acceptance of the Offer. Origin Energy (or its nominee) will debit your credit card or, if applicable, present your cheque and hold the deposit on and subject to the terms set out in this Contract Document.
- 2.4 You authorise Origin Energy (or its nominee) to apply the deposit payable on a solar system, in or towards payment of the Purchase Price for that system, after the final invoice has been issued.
- 2.5 If any part of the Purchase Price for a solar system remains outstanding after the deposit has been applied in or towards payment of the Purchase Price, then the outstanding amount is due and payable to or at the direction of Origin Energy within 14 days after you receive a final invoice for that system. Origin Energy may only send you that invoice after the relevant solar system has been installed at the address set out in the Offer (and, in the case of a solar electricity system, connected to the electricity grid).
- 2.6 The deposit will be forfeited to Origin Energy in the event that this contract is terminated as a result of your default. Unless forfeited, the deposit payable on a solar system will be returned to you in the event that this contract is terminated before that system has been installed at the address shown in the Offer.

### **3. Authority to Install**

- 3.1 You authorise Origin Energy (and its employees, agents or contractors) to install the solar system or solar systems which you have selected, at the address set out in the Offer.
- 3.2 If you have selected a solar electricity system, then you also authorise Origin Energy (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).
- 3.3 You warrant that you are the owner of the property located at the address set out in the Offer. You must ensure that Origin Energy 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 solar system or solar systems which you have selected.
- 3.3 You agree to execute whatever documents Origin Energy may require, and to take whatever other action Origin Energy may require, in order to permit the installation of the solar system or solar systems you have selected and, in the case of a solar electricity system, the connection of that system to the electricity grid.

### **4. Ownership and Risk**

- 4.1 Ownership of a solar system will pass to you upon payment in full of the Purchase Price for that system.
- 4.2 Risk in the solar system will pass to you when that system is installed at the address shown in the Offer.

### **5. Photovoltaic Rebates (Solar Electricity Systems Only)**

- 5.1 If you have selected a solar electricity system, you may be entitled to receive a grant, rebate or other benefit from the Commonwealth or State Government as a result of the installation of that system. Origin Energy does not warrant that you will necessarily receive that grant, rebate or other benefit.
- 5.2 You authorise Origin Energy 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. You agree to sign whatever documents Origin Energy may require, and to take whatever other action Origin Energy may require, in order to obtain payment of that grant, rebate or other benefit.
- 5.3 If Origin Energy receives payment of the grant, rebate or other benefit, it will apply that payment in or towards satisfaction of the Purchase Price for the solar electricity system and pay any excess to you. You will remain liable for the balance of the Purchase Price in the event that Origin Energy does not receive payment of that grant, rebate or benefit for any reason whatsoever.
- 5.4 You acknowledge that, in certain circumstances, the Commonwealth or State Government may require you to repay the grant, rebate or other benefit. Origin Energy will have no responsibility to you in the event that you are required to repay the grant, rebate or other benefit.

### **6. Termination**

- 6.1 Origin Energy may terminate this contract in the event that you fail to comply with the terms of this Contract Document.

- 6.2 You may elect to not purchase a solar system in the event that the solar system is not installed at the address shown in the Offer within 90 days after you accept the Offer or within such other period as you may agree with Origin Energy.
- 6.3 If you wish to elect to not purchase a solar system (in the circumstances permitted by the preceding paragraph), you must make that election in writing given to Origin Energy, at the address shown in the Offer, before that system has been installed.
- 6.4 You may not terminate this Contract Document, revoke any authority granted under it, or elect to not purchase a solar system, otherwise than in accordance with this clause.
- 6.5 If this Contract Document is terminated before Origin Energy has received payment in full of the Purchase Price for a solar system, then Origin Energy will be entitled to remove that solar system from your property and, for that purpose, to enter onto your property and undertake any works necessary to remove solar system.
- 6.6 If Origin Energy terminates this contract because you have failed to comply with the terms of this Contract Document, you will have to pay any costs associated with the removal of any solar system from your property and any costs associated with recovering possession of that solar system (including, but without limitation, legal costs).

## **7. Failure to Pay**

- 7.1 If you fail to pay any amount that is due and payable under this Contract Document, Origin Energy 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.
- 7.2 You will also have to pay Origin Energy any costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

## **8. Origin Warranties**

- 8.1 Origin Energy warrants that the installer of a solar system will be suitably qualified and experienced; will be duly licensed or registered; and, in the case of a solar electricity system, will be accredited for installation of solar electricity systems by the Australian Business Council for Sustainable Energy (or another relevant body).
- 8.2 Origin Energy warrants that, if and when a solar electricity system is installed, the installation will comply with all relevant Australian standards or, where they do not exist, with the relevant international standard and with all relevant codes of practice, building codes, local government and legislative requirements.
- 8.3 Origin Energy will repair any damage to your property that is caused by the installer of a solar system provided that you notify Origin Energy of that damage within 3 months after installation of that system.

## **9. No Guarantee of Performance**

- 9.1 The performance of a solar system is subject to a number of variable factors (including, but without limitation, the number of hours of sunlight, cloud cover and weather patterns, the location of the solar system and the location of surrounding structures and flora).
- 9.2 Origin Energy warrants that, if and when any solar system is installed, Origin Energy will use its best endeavours to install that system in a position that is likely to maximise the performance of that system.
- 9.3 Origin Energy does not guarantee the performance of any solar system and will accept no responsibility in the event that the performance of any solar system is lower than anticipated.

## 10. Exclusion of Warranties and Liability

- 10.1 Origin Energy does not make any representations or warranties to you in connection with any solar system or its installation, except for those warranties set out in this Contract Document and those warranties which cannot be excluded from this Contract Document.
- 10.2 Origin Energy'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 solar system.
- 10.3 Subject to the preceding paragraph, to the maximum extent permitted by law, Origin Energy will have no liability to you for breach of this Contract Document other than as is set out in the preceding paragraph (and, in particular, Origin Energy will have no liability to pay any damages or compensation for breach of this Contract Document).

## 11. GST

- 11.1 Notwithstanding any other provision in this Contract Document, if Origin Energy is or becomes liable to pay GST in connection with any Supply:
- (a) you must pay to Origin Energy, in addition to the Agreement Price, an additional amount equal to the amount of that *GST*;
  - (b) you must pay the Agreement Price plus the additional amount on account of *GST* within 14 days of receiving a *tax invoice* from Origin Energy for that Supply or as otherwise provided in this Contract Document;
  - (c) If the *GST* payable in relation to a Supply made under or in connection with this Contract Document varies from the additional amount paid or payable by you under paragraph (a) such that a further amount of *GST* is payable in relation to the Supply or a refund or credit of *GST* is obtained in relation to the Supply, then Origin Energy will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, you. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under paragraph (a). If an *adjustment event* occurs in relation to a Supply, Origin Energy must issue an *adjustment note* to you in relation to that Supply within 14 days after becoming aware of the adjustment; and
  - (d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly *creditable acquisition* or any wholly or partly *creditable importation* made by that other party, the amount reimbursed shall be net of any *input tax credit* claimable in respect of that acquisition or importation (as the case may be).
- 11.2 In this clause, all italicised and emboldened terms, have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* and in the *GST law*.
- 11.3 In addition:

“**Agreement Price**” means the *consideration* to be provided under this Contract Document (other than under this clause);

“**Origin Energy**” includes a reference to the *representative member* of the *GST Group* of which Origin Energy is a member; and

“**Supply**” means any supply to you by Origin Energy pursuant to this Agreement. However, if the *GST law* treats part of a *supply* as a separate *supply* for the purpose of determining whether *GST* is payable on that part of the *supply* or for the purpose of determining the tax period to which that part of the *supply* will be attributable, such part of the *supply* will be treated as a separate *supply* for the purposes of this clause.

## **12. Information and Privacy**

- 12.1 You agree to provide Origin Energy with whatever information it may require from you in order to apply for any grant, rebate or other benefit which you may be entitled to receive from the Commonwealth or State Government.
- 12.2 The information collected by Origin Energy may include “personal information” within the meaning of the Privacy Act 1988 (Cwlth). You are entitled to access this information by contacting Origin Energy at the address shown in this Contract Document.
- 12.3 Origin Energy will collect information from you for the purposes of applying for the grant, rebate or other benefit on your behalf and, accordingly, may disclose that information to the relevant Government authorities.
- 12.4 Origin Energy may also use any personal information, collected from you, for the purposes of sending you marketing and promotional materials unless you notify Origin Energy that you do not wish to receive marketing or promotional materials.

## **13. Nature of Contract**

- 13.1 This Contract Document is a contract for sale of the relevant solar system or solar systems only after it has been installed at the address shown in the Offer. It is not a contract to install a solar system or to connect a solar system to the electricity grid.
- 13.2 Nothing in this contract obliges or otherwise requires Origin Energy to perform any domestic building work (within the meaning of the Building Works Contractors Act 1995 (SA)).
- 13.3 Nothing in this contract obliges or requires Origin Energy 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)).
- 13.4 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)).

## **14. Miscellaneous**

- 14.1 This Contract Document sets out the entire agreement between you and Origin Energy. To the extent permitted by law, all implied terms are excluded.
- 14.2 In this Contract Document, 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.
- 14.3 This contract is governed by the laws of the State in which your property is located (as specified in the Offer).