



## Customer Contract

DEAR CUSTOMER

**THIS CUSTOMER CONTRACT IS IMPORTANT.** Please read carefully and indicate **WHETHER YOU ACCEPT THE TERMS & CONDITIONS** set out below before you submit your application.

Your contract with us will consist of;

- these terms and conditions;
- the Offer and;
- the Installation Conditions (together the "Contract").

The "Offer" referred to in this Contract is either (a) the on-line offer; or (b) the written offer we send to you.

The commencement date of the Contract is the date you accept the on-line offer by clicking on the "Submit" button, or the date you accept the written offer we provide to you, which you can do over the telephone or by completing an "acceptance of offer" form.

A confirmation email or letter will be sent to the email or postal address you have provided to us.

## CONTRACT TERMS

This Contract sets out the terms of the contract between the customer named in the Offer ("you" or "your") and Origin Energy Retail Limited (ABN 22 078 868 425) of Level 45, Australia Square 264-267 George Street, Sydney, New South Wales, 2000 ("us", "we" or "our").

### 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.

1.2 We will only sell any System to you after it has been installed at the address specified in the Offer. Prior to installation, we will have no obligation under the Contract to sell any System to you.

### 2. Purchase Price

2.1 The "Purchase Price" for a System is the price shown for that System in the tax invoice issued by us and is the price before any cash reduction we offer you based on any grant, rebate, environmental right or other benefit which may be applicable (as further described in clause 6). The "Amount Payable" is the amount you must pay us, and is referred to as the total cost or total amount payable/paid in the Offer and may be adjusted under clause 6.3. The Amount Payable may incorporate a cash reduction in the Purchase Price on the basis that we will receive payment of a grant, rebate or other benefit, or environmental rights (as further described in clause 6). You may pay the Amount Payable in full at the time of your purchase or, if we agree, under a payment plan described in clause 3 ("Payment Plan").

2.2 In addition to the Amount Payable, you will have to pay:

- (a) any fees or other amounts specified in the Offer at the time or times so specified; and
- (b) subject to clause 7, any additional fees and charges necessary to install your System (refer to Installation Conditions) (if any). We (or our employees, agents or contractors) will advise you of



the additional fees and charges associated with your installation prior to installation, either during a pre-installation site inspection (if one is conducted) or on the day of your installation (if a pre-installation site inspection is not conducted). It is impossible for us to determine what these fees and charges are (if any) until our installer inspects your premises, however the types of additional fees and charges that you may incur are detailed in the Installation Conditions. You will need to pay these fees and charges directly to the installer (us, our employees, agents or contractors) on the day of installation, if you proceed with the installation.

2.3 For the purpose of clause 2.2(b), the installer is authorised by us to enforce payment of any additional fees and charges necessary to install your System.

2.4 If you are paying under a Payment Plan, a deposit (which is the amount specified as the deposit in the Offer) is due and payable upon your acceptance of the Offer. We (or our 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.

2.5 You authorise us (or our nominee) to apply the deposit payable on a System, in or towards payment of the Amount Payable for that System.

2.6 Except where you are paying under a Payment Plan, if any part of the Amount Payable for a System remains outstanding after the deposit has been applied in or towards payment of the Amount Payable, then the outstanding amount is due and payable to or at the direction of us within 14 days after you receive a final invoice for that package.

### 3. Payment Plan

3.1 If permitted in the Offer, you may apply to pay the Amount Payable under a Payment Plan. We may refuse your application at our absolute discretion.

3.2 If we accept your application to pay under a Payment Plan, you must:

- (a) pay us a deposit as set out in clause 2.4; and
- (b) pay the remaining balance in equal monthly instalments (as set out in the Offer) via an accepted payment method (as set out in clause 3.3). The monthly instalment will be due on the 8th day of each month.

3.3 Unless we agree otherwise in the Offer, the only accepted payment method is by credit card via a direct debit agreement. If the direct debit agreement is cancelled for any reason before you have paid the Amount Payable in full you must arrange for immediate payment of the outstanding Amount Payable balance, via a bank cheque or other payment method agreed to by us.

3.4 The Payment Plan is not available in conjunction with any other special offers, promotions or discounts unless we agree otherwise.

### 4. Authority to Install

4.1 You authorise us (and our employees, agents and contractors) to install the System which you have selected, at the address set out in the Offer.

4.2 If you have selected a solar electricity system, then you also authorise us (and our employees, agents and contractors) to connect that system to the electricity grid (or to arrange for the connection of that system to the grid).

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4.3 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 us to install the System at the property, including from the owner. You must ensure that we and our 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.

4.4 You agree to execute whatever documents we may reasonably require, and to take whatever other action we may reasonably 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.

## 5. Ownership and Risk

5.1 Ownership of a System will pass to you upon the later of:

- (a) the date the System is installed at the address specified in the Offer; and
- (b) payment in full of the Amount Payable for that package.

5.2 Risk in the System will pass to you when that package is installed at the address shown in the Offer.

## 6. Government Rebates and Environmental Rights

6.1 You may be entitled to receive a grant, rebate or other benefit from the Commonwealth or State Government or create environmental rights (including, renewable energy certificates) as a result of the purchase or installation of the System purchased. We do not warrant that you will necessarily receive that grant, rebate, other benefit or be entitled to create the environmental rights.

6.2 If the Amount Payable incorporates a cash reduction off the Purchase Price on the basis that we will receive payment of the grant, rebate or other benefit, you authorise us 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 we may reasonably require, and to take whatever other action we may reasonably require, in order to obtain payment of that grant, rebate or other benefit.

6.3 If we do not receive the payment of that grant, rebate or benefit incorporated in the Amount Payable (excluding the assignment of any environmental rights), for any reason whatsoever, you must pay the difference between the Amount Payable and Purchase Price within 21 days of us notifying you of the additional amount being payable.

6.4 You acknowledge that, in certain circumstances, the Commonwealth or State Government may require you to repay the grant, rebate or other benefit. We will have no responsibility to you in the event that you are required to repay the grant, rebate or other benefit.

6.5 If the Amount Payable incorporates a cash reduction on the Purchase Price on the basis that you assign any environmental rights you are eligible to create to us, the Amount Payable is conditional on you assigning to us your rights to create environmental rights by completing the Assignment Form provided by us. We may cancel this Contract if you do not complete this form.



## 7. Termination

7.1 You or us may cancel 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 90 days from the expiration of the “estimated timeframe for installation”, as shown on your tax invoice or within such other period as you may agree with Origin. Subject to the other provisions of this Contract, if you cancel the Contract in these circumstances, we will refund you the amount you have paid towards the Amount Payable as at the date of cancellation.

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 and we will refund you the amount you have paid towards the Amount Payable. You cannot cancel the Contract under this clause 7.3 on the day of installation if you were advised during the pre-installation site inspection that additional fees and charges are necessary to install your System.

7.4 If we believe the installation of your System is unsafe or is unsuitable for your premises, we may cancel the Contract and we will refund you the amount you have paid towards the Amount Payable as at the date of cancellation in order for the cancellation to take effect.

7.5 If you chose to cancel the Contract (in the circumstances permitted by the preceding paragraphs), you must notify us (or our agent, contractor or employee) of your decision to cancel the Contract, by telephone or by signing our cancellation form, before that System has been installed in order for the cancellation to take effect.

## 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, we 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 us any reasonable costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

## 9. Our Warranties

9.1 We warrant that the installer of a System will be suitably qualified and experienced; and will be duly licensed or registered.

9.2 We will repair any damage to your property that is caused by the installer of a System provided that you notify us of that damage within 3 months after installation of that System.

## 10. No Guarantee of Performance

10.1 We warrant that, if and when any System is installed, we will use our best endeavours to install that package in a position that is likely to maximise the performance of that System.



10.2 For solar electricity and solar hot water systems, the performance of a System is subject to a number of variable factors, including, but not limited to: 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.

10.3 Except to the extent required by law, we do not guarantee the performance of, and will accept no responsibility in the event that the performance of any solar electricity or solar hot water system package is lower than anticipated.

## 11. Exclusion of Warranties and Liability

11.1 Except for any manufacturer warranties passed on to you and any warranties or guarantees required or implied by legislation, we give no express warranty or guarantee in relation to the System or its installation. Unless prohibited by law (including section 64A of Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) our liability under this Contract is limited, to the extent that it is fair and reasonable, to:

- a) replacement of the System with an equivalent system or unit;
- b) repair of the System;
- c) payment of the cost of replacing the System with an equivalent system or unit; or
- d) payment of the cost of having the System repaired.

## 12. GST

12.1 Notwithstanding any other provision in this Contract, if we are or become liable to pay GST in connection with any Supply:

- (a) you must pay to us, 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 30 days of receiving a **tax invoice** from us for that Supply or as otherwise provided in this Contract;
- (c) if the **GST** payable in relation to a Supply made under or in connection with this Contract 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 creditor of **GST** is obtained in relation the Supply, then we 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, we 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).

12.2 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**.

12.3 In addition:

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

“We” and “us” includes a reference to the *representative member* of the *GST Group* of which we are a member; and

“Supply” means any supply to you by us 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.

### 13. Information and Privacy

13.1 You agree to provide us with whatever information we 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 us may include “personal information” within the meaning of the Privacy Act 1988 (Cwlth). You are entitled to access this information by contacting us at the address shown in this Contract.

13.3 We 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. We 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), 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 authorised by law. We may also disclose your personal information to a credit reporting agency in certain circumstances.

13.4 If you provide us with personal information about another person (such as an additional account holder), please make sure that you tell that person about this privacy statement. To access the personal information we hold about you, call us on 13 24 62. Our privacy policy is available at [www.originenergy.com.au](http://www.originenergy.com.au).

13.5 We are committed to providing you with a complete energy service, so it may present you with gas, electricity and other household or business service offers in the future (including after the Contract ends). If at any time you do not wish us to use, or enable its privacy compliant agents and contractors to use, your information for this purpose, please call us on 13 24 62 or write to Origin Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA, 5001. We will continue to provide you with these offers until you advise us otherwise.

13.6 By accepting this Contract, you consent to us collecting, using and disclosing your information as set out in this Contract.

### 14 Credit assessments and credit worthiness

14.1 You consent to us conducting a credit assessment of you and to using any information it is permitted by law to use to establish your creditworthiness.

14.2 We may disclose your personal information to a credit reporting agency for the following purposes:

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- (a) to obtain a consumer credit report about you if you have applied for consumer or commercial credit; and
- (b) to allow the credit reporting agency to create or maintain a credit information file containing information about you.

14.3 The type of information we may disclose is limited to:

- (a) your identity particulars;
- (b) the fact you are entering into an agreement with us;
- (c) the fact that we are a current credit provider to you;
- (d) any payments overdue for more than 60 days that we have taken steps to recover;
- (e) information that payments are no longer overdue;
- (f) information that in our opinion you have committed a serious credit infringement; and
- (g) dishonoured payments – if a cheque from you for more than \$100 has been dishonoured more than twice.

14.4 This information may be given before, during or after the provision of credit to you.

14.5 Where you are applying for consumer credit, for example under an application for a Payment Plan, you also agree that we may obtain information about you from a business which provides information about the commercial creditworthiness of persons for the purpose of assessing your application. Where you are applying for commercial credit you agree we may obtain a consumer credit report from a credit reporting agency containing information about you for the purpose of assessing your application.

14.6 You agree we may exchange permitted credit information about you with other credit providers, to assess your credit worthiness and in circumstances of default (either with us or with the other credit provider).

## 15. Nature of Contract

15.1 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.

15.2 Nothing in this Contract obliges or otherwise requires us to perform any domestic building work (within the meaning of the Building Works Contractors Act 1995 (SA)).

15.3 Nothing in this Contract obliges or requires us 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)).

15.4 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)).

## 16. Miscellaneous

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



16.2 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.

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