



Customer Contract

INTRODUCTION

DEAR CUSTOMER

THIS CUSTOMER CONTRACT IS IMPORTANT. Please read it 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 Contract Terms;
- the Offer;
- the Details Section;
- Schedule One Standard Installation Conditions; and
- the other contract schedules attached to this 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 **“Details Section”** referred to in this Contract is the document described as the 'Customer Contract - Details Section' and should be read as the first page to this Contract.

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

1. Definitions

1.1 Clause 23 of this Contract contains definitions for all words which begin with a capital letter (otherwise than where the capital letter appears for reasons of punctuation).

2. Purchase of System

2.1 You agree to purchase the System from us for the Contract Price on and subject to the terms of the Contract.

2.2 We agree to supply and make available the System. We will enter into a contract with an Installation Subcontractor to install the System at your Premises.

2.3 We will only sell any System to you after it has been installed by the Installation Contractor at your Premises. Prior to Installation, we will have no obligation under the Contract to sell any System to you.



3.1 Time for Installation

- 3.1 The Installation Subcontractor will begin to carry out the Installation on the Starting Date. The Installation Subcontractor will ensure that the Installation starts as soon as it is reasonably possible for it to be started.
- 3.2 Subject to clause 3.3, the Installation Subcontractor will complete the Installation by the Finishing Date calculated in accordance with the Details Section.
- 3.3 To the extent permitted by law, the Installation Subcontractor is entitled to a reasonable extension of time where or the Installation Subcontractor is or will be delayed in completing the Installation by any cause beyond the reasonable control of the Installation Subcontractor.

4. Contract Price

- 4.1 You must pay the Contract Price in accordance with this Contract, or such other amount as becomes payable in accordance with this Contract.
- 4.2 The Amount Payable is the amount which might be payable by you, in substitution for the Contract Price, in the event that Origin receives the grant rebate or other benefit referred to in clause 10 and Origin is entitled to keep the grant rebate or other benefit for itself (or if the benefit is based upon an assignment of environmental rights to Origin even if Origin does not receive or cannot retain the benefit of those rights). In the event that the circumstances referred to in this clause 4.2 are satisfied, Origin will accept payment of the Amount Payable in full and final satisfaction of your obligation to pay the Contract Price. References to the Amount Payable elsewhere in this Contract shall be read as a reference to the Contract Price or the Amount Payable (as is applicable having regard to this clause 4.2).
- 4.3 Subject to you meeting our credit requirement, you must pay the Amount Payable under a Payment Plan described in clause 6.
- 4.4 In addition to the Amount Payable, you will have to pay:
 - (a) any fees or other amounts specified in the Offer or the Details Section at the time or times so specified; and
 - (b) subject to clause 11, any additional fees and charges (if any) that are necessary to install your System (refer to Schedule Two to this Contract). The Installation Subcontractor 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 the Installation Subcontractor to determine what these fees and charges are (if any) until the Installation Subcontractor inspects your Premises, however the types of additional fees and charges that you may incur are detailed in Schedule Two to this Contract. You will need to pay these fees and charges directly to the Installation Subcontractor on the day of Installation, if you proceed with the Installation.
- 4.5 For the purpose of clause 4.4(b), the Installation Subcontractor is authorised by us to enforce payment of any additional fees and charges necessary to install your System.

5. Time for Payment

- 5.1 A Deposit 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.



5.2 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 when the Installation has reached Practical Completion.

6. Payment Plan

6.1 You must apply to pay the Amount Payable under a Payment Plan. We may refuse your application at our absolute discretion, including if you do not meet our credit requirements. If we refuse your application we will notify you of this as soon as practicable, refund any amount paid by you towards the Amount Payable and this Contract will be cancelled immediately.

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

- (a) pay us the Deposit as set out in clause 5.1; 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 6.3) over the period specified in the Details Section, commencing the month after the Installation has reached Practical Completion. The monthly instalment will be due on the 8th day of each month.

6.3 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.

7. Authority to Install

7.1 You authorise the Installation Subcontractor to install the System which you have selected, at the Premises.

7.2 If you have selected a solar electricity system, then you also authorise the Installation Subcontractor to connect that system to the electricity grid (or to arrange for the connection of that system to the grid).

7.3 You warrant that you are the owner of the Premises or that you have obtained all consents and approvals required for the Installation Subcontractor to install the System at the Premises, including from the owner. You must ensure that the Installation Subcontractor has sufficient access to the Premises, at whatever times it or they may reasonably require, in order to install the System which you have selected.

7.4 You agree to execute whatever documents the Installation Subcontractor 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.

8. Access to the Premises

8.1 You must provide the Installation Subcontractor with sufficient access to the Premises for the purposes of performing the Installation.

8.2 During the Installation, the Installation Subcontractor will permit you to:

- (a) have reasonable access to the Premises under the supervision of the Installation Subcontractor; and
- (b) view any part of the Installation upon your reasonable request to do so.



9. Ownership and Risk

- 9.1 Ownership of a System will pass to you upon the later of:
- (a) the date the System is installed at the Premises; and
 - (b) payment in full of the Amount Payable for that System.
- 9.2 Risk in the System will pass to you when that System is installed at the Premises.

10. Government Rebates and Environmental Rights

- 10.1 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.
- 10.2 If the Amount Payable incorporates a cash reduction off the Contract 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.
- 10.3 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 Contract Price within 21 days of us notifying you of the additional amount being payable.
- 10.4 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.
- 10.5 If the Amount Payable incorporates a cash reduction on the Contract 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.

11. Termination

- 11.1 Either party may terminate the Contract if the other party materially breaches the terms of the Contract.
- 11.2 You may terminate the Contract if the System is not installed at the Premises within 90 days from the expiration of the Estimated Timeframe for Installation or within such other period as you may agree with Origin. Subject to the other provisions of this Contract, if you terminate the Contract in these circumstances, we will refund you the amount you have paid towards the Amount Payable as at the date of termination.
- 11.3 If you terminate this Contract under clause 11.2, we are entitled to receive a reasonable amount for the contracted services provided up until the time this Contract was terminated. The amount will not exceed the amount Origin would have been entitled to receive under this Contract. Origin's rights under this clause are subject to any contrary provisions in the Applicable Domestic Building Legislation.
- 11.4 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 payable to a third party in order to install your System (referred to in Schedule 2)



you may terminate the Contract and we will refund you the amount you have paid towards the Amount Payable. You cannot terminate the Contract under this clause 11.3 on the day of Installation if you were advised during the pre-installation site inspection that additional fees and charges would be payable to a third party in order to install your System.

- 11.5 If you chose to terminate the Contract (in the circumstances permitted by the preceding paragraphs), you must notify us and the Installation Subcontractor of your decision to terminate the Contract, by telephone, before that System has been installed in order for the cancellation to take effect.
- 11.6 If we or the Installation Subcontractor believes the Installation of your System is unsafe or is unsuitable for your premises, we may terminate the Contract and we will refund you the amount you have paid towards the Amount Payable as at the date of termination in order for the cancellation to take effect.
- 11.7 A right to terminate this Contract is additional to any other right, power or remedy a party might have.

12. Failure to Pay

- 12.1 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.
- 12.2 You will also have to pay us any reasonable costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

13. Statutory Warranties

- 13.1 To the extent required by the Applicable Domestic Building Legislation, we warrant that:
- (a) the work under this Contract will be carried out in an appropriate and skilful way, with reasonable care and skill and in a proper and workmanlike manner to accepted trade standards;
 - (b) all materials supplied will be of good quality and suitable for the purpose for which they are used having regard to the Relevant Criteria, and that all materials used will be new unless this Contract expressly provides otherwise;
 - (c) the work under this Contract will be carried out in accordance with all relevant laws and legal requirements;
 - (d) the work under this Contract will be carried out in accordance with any plans and specifications that form part of the Contract;
 - (e) any estimate of Prime Cost Items and Provisional Sums Items (as defined in the Applicable Domestic Building Legislation) has been calculated with reasonable care and skill, having regard to all the information reasonably available when the Contract is entered into (including information about the nature and location of the building site), and represents the reasonable cost of supplying and delivering each such item, including our margin;
 - (f) the work will be done with due diligence and within the time stipulated in the Contract, or if no time is stipulated, within a reasonable time; and
 - (g) the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if you expressly make known to us or the Installation Subcontractor or another person with express or apparent authority to enter into or vary contractual



arrangements on behalf of us or the Installation Subcontractor, the particular purpose for which the work is required or the result that you desire the work to achieve, so as to show that you rely on our or the Installation Subcontractor's skill and judgment.

- 13.2 The warranties set out in clause 13.1 are warranties that are implied into this Contract via operation of the Applicable Domestic Building Legislation. Your rights for breach of these warranties are the same as, and not in addition to, your rights for breach of implied warranties under the Applicable Domestic Building Legislation.
- 13.3 Nothing in this Contract restricts or takes away the rights of a person for breach of these implied warranties.

14. Installation Subcontractor

- 14.1 The Installation Subcontractor will be suitably qualified and experienced; and will be duly licensed or registered.
- 14.2 If the Installation Contractor causes any damage to your property during the installation of the System at your Premises, we will enter into a contract with an appropriately qualified third party to repair that damage, provided that you notify us of the damage within 3 months after installation of that System.
- 14.3 If and when any System is installed, the Installation Subcontractor will use its best endeavours to install that System in a position that is likely to maximise the performance of that System.

15. No Guarantee of Performance

- 15.1 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.
- 15.2 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 is lower than anticipated.

16. Exclusion of Warranties and Liability

- 16.1 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) supply and make available a replacement of the System with an equivalent system or unit and enter into a contract with an Installation Subcontractor to install the equivalent system or unit;
 - (b) enter into a contract with an appropriately qualified person to undertake repairs 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.

17. GST



- 17.1 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 clause 17.1(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 to 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 clause 17.1(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).

18. Information and Privacy

- 18.1 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.
- 18.2 The information collected by us may include Personal Information within the meaning of the *Privacy Act 1988 (Cth)*. You are entitled to access this information by contacting us at the address shown in this Contract.
- 18.3 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 the Installation Subcontractors, 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.
- 18.4 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.
- 18.5 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 our 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.
- 18.6 By accepting this Contract, you consent to us collecting, using and disclosing your information as set out in this Contract.



19 Credit assessments and credit worthiness

- 19.1 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.
- 19.2 We may disclose your Personal Information to a credit reporting agency for the following purposes:
- (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.
- 19.3 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.
- 19.4 This information may be given before, during or after the provision of credit to you.
- 19.5 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.
- 19.6 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).

20. Variations

- 20.1 The Installation Subcontractor will not undertake any Variation to the Installation except where a Variation Document has been signed and agreed to by you and us (or the Installation Subcontractor) in accordance with the Applicable Domestic Building Legislation. References in this Contract to the Contract Price or to the Amount Payable are references to the Contract Price and the Amount payable as varied in accordance with the Variation Document.

21. Nature of Contract

- 21.1 This Contract is a contract for sale of the relevant System only after it has been installed by the Installation Subcontractor at the Premises. It is not a contract to install a System or connect a solar electricity or solar hot water system to the electricity grid.
- 21.2 Nothing in this Contract obliges or otherwise requires us to carry out residential building work, specialist building work or any work in relation to a building within the meaning of the *Building Act 2004 (ACT)*.



- 21.3 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).
- 21.4 Nothing in this Contract obliges or otherwise requires us to perform any home building work within the meaning of the *Home Building Contracts Act 1991* (WA).

22. Miscellaneous

- 22.1 This Contract sets out the entire agreement between you and us. To the extent permitted by law, all implied terms are excluded.
- 22.2 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.
- 22.3 This Contract is governed by the laws of the State in which the Premises is located (as specified in the Details Section).

23. Definitions

Adjustment Event has the meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* and in the GST Law

Adjustment Note has the meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* and in the GST Law

Agreement Price for the purposes of clause 17 (GST) only, means the Consideration to be provided under this Contract (other than under clause 17)

Amount Payable is the amount specified in the Details Section, subject to adjustment as described in clause 4.2 and clause 10 of these Contract Terms.

Applicable Domestic Building Legislation means the *Domestic Building Contracts Act 2000* (Qld), the *Building Work Contracts Act 1995* (SA), the *Home Building Act 1989* (NSW) and the *Housing Indemnity Act 1992* (Tas) and any regulations made under these acts.

Consideration has the meaning as in *A New Tax System (Goods and Services Tax) Act 1999* and in the GST Law.

Contract means this contract, which comprises the Details Section, the Offer, the Contract Terms, the Standard Installation Conditions and all attached Schedules.

Contract Price is the amount specified in the Details Section and is the price for the Installation of the System 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 10).

Cooling Off Right means the your right to withdraw from this Contract under -

- (a) section 72 of the *Domestic Building Contracts Act 2000* (Qld);
- (b) section 7BA of the *Home Building Act 1989* (NSW); or
- (c) section s 36 of the *Building Work Contractors Act 1995* (SA);

to the extent that any of these provisions applies to this Contract.

Deposit means the amount specified as the deposit in the Offer.

Details Section means the document entitled 'Details Section' and should be read as the first page of this Contract.

Electronic Transactions Act means the *Electronic Transactions Act 1999* (Cth).



Estimated Timeframe for Installation means the estimated timeframe for installation of the System as shown on your Tax Invoice.

Finishing Date means the date, if any, stated in the Details Section as the date the Installation is to finish.

GST has the meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* and in the GST Law.

GST Group has the meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* and in the GST Law.

GST Law has the meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* and in the GST Law.

Installation means the installation of the System at the Premises in accordance with the Standard Installation Conditions.

Installation Subcontractor means an appropriately licensed and suitably qualified and experienced third party who will undertake the Installation pursuant to a subcontract with us.

Origin means Origin Energy (TM) Pty Ltd (ABN 49 108 327 760) of Level 45, Australia Square 264-267 George Street, Sydney, New South Wales, 2000 (and includes references to "us", "we" or "our").

Offer means is (a) the on-line offer; or (b) the written offer we send to you

Payment Plan means the payment of the Amount Payable in accordance with clause 6.2 of these Contract Terms.

Personal Information has the meaning in the *Privacy Act 1988 (Cth)*.

Practical Completion means the stage where the Installation has been completed in accordance with this contract and all relevant statutory requirements, either without any omissions or defects or apart from minor omissions or defects.

Premises means the property located at the address specified as the Address of Customer in the Details Section.

Relevant Criteria for materials means:

- (i) generally accepted practices or standards applied in the building industry for the materials; or
- (ii) specifications, instructions or recommendations of the manufacturers or suppliers of the materials.

Schedule Two means the Schedule Two 'Possible Third Party Expenses' attached to this Contract.

Standard Installation Conditions means the standard installation conditions which are set out in Schedule 1 to this Contract.

Starting Date means the date, if any, stated in the Details Section as the date the Installation is to start.

Stated Completion Period means the number of days (if any) stated in the Details Section as the number of days that will be required to finish the Installation once it has started.

Supply means any supply to you by Origin pursuant to this Contract. 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 clause 17.

System means the unit or system specified in the Offer which is to be, or has been installed, at the Premises pursuant to this Contract.

Tax Invoice has the meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* and in the GST Law

Variation means either an addition of work to the Installation, or an omission from the Installation.

Variation Document, if the Premises is in Queensland, has the meaning prescribed in Schedule 2 of the *Domestic Building Contracts Act 2000* (Qld) containing the formal requirements required pursuant to

Origin Energy (TM) Pty Ltd
ABN 49 108 327 760
Level 45, Australia Square
264-267 George Street
Sydney NSW 2000

Together we can,
make a difference.



section 80 of the Act. If the Premises is not in Queensland the variation document is a document setting out the details of the Variation.

We (and 'us') includes, for the purposes of clause 17 only, a reference to the representative member of the GST Group of which Origin is a member.

You (or 'your') means the person named as the Customer in the Details Section and includes a person authorised by you.