

# Business Customer Contract

## INTRODUCTION

**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; and
- the Details Section.

This Contract commences on the date you accept the Offer, which you can do by completing an “acceptance of offer” form and providing to Origin (in person, via post or electronically). 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 22 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 immediately before installation by the Installation Subcontractor at your Premises.

### 3.1 Commencement of Installation

- 3.1 The Installation Subcontractor will only commence Installation of the System if the distributor has confirmed in writing that the System can be connected to the distribution network. The Installation Subcontractor will commence Installation of the System at a time that is mutually acceptable to you and Origin.
- 3.2 If the distributor gives notice that the System cannot be installed on the distribution network then:
- (a) this Contract will be terminated automatically; and
  - (b) we will work with you to prepare a new written offer that meets the distributor’s requirements.
- 3.3 To the extent permitted by law, the Installation Subcontractor is entitled to a reasonable extension of time where 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 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) any additional fees and charges (if any) that are necessary to install your System and that are not reasonably foreseen by us as a result of our pre-installation site inspection. You will be advised of these additional fees and charges prior to Installation.
- 4.4 You acknowledge that you may also be required to pay a Distribution Application Fee, as determined by the relevant distributor and notified by us.

#### **5. Payment**

- 5.1 You may pay for the System in one of two ways:
- (a) directly to us; or
  - (b) via a financing arrangement with an Approved Third Party Financier.
- 5.2 Subject to clauses 17 (privacy) and 18 (credit worthiness), where you elect to pay for the System directly to us, we will indicate in our Offer if we require you to pay that amount:
- (a) upfront and within 7 days of the distributor giving notice under clause 3.1 that the System can be connected to the distribution network; or
  - (b) upon Practical Completion of the Installation of the System.
- 5.3 If you wish to pay for the Installation of the System in accordance with clause 5.1(b):
- (a) you consent to us disclosing your contact details (which may include your Personal Information) to the Approved Third Party Financier who will then independently assess your application for finance;
  - (b) the Approved Third Party Financier will provide us with written confirmation once it has approved your application for finance; and
  - (c) where the Approved Third Party Financier does not approve your application for finance, you will be required to pay for the System in accordance with clause 5.2(a).

#### **6. Authority to Install**

- 6.1 You authorise the Installation Subcontractor to install the System which you have selected, at the Premises.
- 6.2 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).

- 6.3 You warrant and represent that:
- (a) you have obtained all consents, permits and approvals required from your local council or planning authority for the Installation Subcontractor to install the System at the Premises;
  - (b) the roof of the Premises is structurally sound to accommodate the load of the System, including the base and frame (you may need to obtain a structural engineering report to make this warranty and representation); and
  - (c) you are the owner of the Premises, or if you are not the owner, you have written permission from the owner to install the System and provide this authority to Origin upon request to do so.
- 6.4 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.

## **7. Access to the Premises and compliance with electrical standards**

- 7.1 You must provide Origin and the Installation Subcontractor (together with any vehicle or equipment) with safe, convenient and unhindered access to the Premises (including the meter box, switchboard, proposed inverter location and the roof where the System is to be mounted) at whatever times it or they may reasonably require for the purposes of performing the Installation.
- 7.2 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.
- 7.3 You must ensure that the Premises comply with electricity standards imposed by law prior to Installation.
- 7.4 If the Premises do not comply with electricity standards imposed by law, you must arrange (at your cost) for a qualified electrician to rectify the fault(s). The type of works that an electrician may need to carry out to ensure that the Premises is compliant, may include, but is not limited to, the following: rectifying inadequate existing electrical supply; installing a safety switch; upgrading a switchboard; upgrading of meter panel board; additional works where there is insufficient room in the meter box for a gross meter for the measuring of exported electricity; or works to the meter box where a meter box is non-compliant.

## **8. Ownership and Risk**

- 8.1 Ownership of a System will pass to you upon the earlier of:
- (a) the point in time immediately before the System is installed at the Premises; and
  - (b) payment in full of the Amount Payable for that System.
- 8.2 Risk in the System will pass to you when that System is installed at the Premises.

## **9. Installation inclusions and exclusions**

- 9.1 The Installation includes:
- (a) the delivery of the System to the Premises for the installation in accordance with the manufacturer's guidelines;

- (b) testing and commissioning of the System after Installation (in accordance with clause 9.4); and
- (c) the provision of a certificate of electrical safety or equivalent (in accordance with clause 9.4).

9.2 The Installation does not include the following (unless expressly included in the Offer):

- (a) the provision of approvals, consents or permits from any person (including, but without limitation, any approval, consent or permit which you are required to obtain from any local council/planning authority, the owner of the Premises or any body corporate under clause 6.3);
- (b) obtaining a structural engineering report;
- (c) rectification of an inadequate existing electrical supply;
- (d) installing or upgrading a safety switch;
- (e) installing or upgrading a switchboard;
- (f) installing or upgrading a meter panel board;
- (g) any other work that is required to ensure that, prior to installation of the System, the Premises comply with electricity standards imposed by law (see clause 7.4);
- (h) work that is required where safe, convenient unhindered access for the installation is not provided;
- (i) the removal of asbestos or the costs of an investigation to determine whether asbestos is present; or
- (j) installation of meters to record exported electricity which are the property of the local services provider.

9.3 Origin (or the Installation Subcontractor) will have no obligation to carry out any of the work that is excluded from the Installation. Origin is not liable to you in respect of any loss you suffer as a result of or in connection with your reliance on any approvals, consents, permits or reports you obtain from third parties under clause 9.2.

9.4 After installation of the System, the Installation Subcontractor will:

- (a) test and commission the System onsite to confirm that it is compliant with manufacturer's specifications and to ensure the System is fully operational (this excludes meter changeover);
- (b) provide a certificate of electrical safety (or equivalent) which certifies that the System has been installed to the requirements of Australian Standards and relevant laws; and
- (c) instruct your Authorised Representative about the basic operation of the System.

## 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 small scale technology 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











