



koala solar

Terms & Conditions



1 Interpretation

Words that are bold in this document have special meanings. Their special meanings are set out in the paragraphs below. We recommend consulting these definitions as you come across them in the sections below.

1.1 Interpretation

- (a) The Contract Documents (interpreted in the order of precedence set out in the Details) constitute the entire agreement between the parties and comes into effect upon Execution (the **Contract**).
- (b) This Contract contains the entire agreement between the parties concerning its subject matter. The Contract replaces any other agreement between the parties relating to the subject matter of the Contract.
- (c) Headings and explanatory text boxes in blue shading are for convenience only and do not form part of the Contract.
- (d) Any inconsistencies or ambiguities in the Contract Documents will be explained or resolved by the Retailer (acting reasonably).
- (e) A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation it.

1.2 Definitions

In the Contract:

- (a) **Approval** means all permits, consents, certificates, licences and approvals required from any authority to install the Solar System Installation including planning and development approvals (but does not include approvals or licencing related to conduct of the Retailer's business);
- (b) **CEC Solar Retail Code of Conduct** means the code of conduct published by the Clean Energy Council available at <https://www.cleanenergycouncil.org.au/industry/retailers/>;
- (c) **CEC System Design Guidelines** means the Clean Energy Council's System Design Guidelines for Accredited Designers;
- (d) **Contractual Warranty** means the warranty set out in the Details;
- (e) **Date for Installation Completion** means the date so described in the Details as amended in accordance with the Contract;
- (f) **Execution** means:
 - (i) where the Details state "*Manual Signature*", that point in time where this document is signed by both parties (including by counterparts then exchanged); or
 - (ii) where the Details state "*Electronic Signature Process*" that point in time where an image of the signatures of the parties are placed on the document and a copy of the Contract containing signatures of the Owner and Retailer is circulated by email;
- (g) **Installed** means that stage where the components of the Solar System Installation has been fixed to the Property, but Installation Completion has not been reached;
- (h) **Installation Completion** means that stage where:
 - (i) the Solar System Installation is complete, ready for final electrical inspection for metering commissioning (so that the system will be ready for use following this step); and
 - (ii) the Retailer has obtained and given the Owner all certificates, warranties and Maintenance Documents required by the Contract, but does not include Utility Metering Setup;
- (i) **Maintenance Documents** means the documents titled as such delivered to the Owner prior to Installation Completion which detail how a system is to be appropriately maintained;
- (j) **Milestone Amount** means the amount set out in the Details in relation to each Milestone Date;
- (k) **Milestone Date** means the dates where the works in relation to the Solar System Installation reaches the stages set out in the Details;
- (l) **Owner** means the party identified as such in the Details who has elected to have the Solar System Installation done at the Property;
- (m) **Payment Claim** has the meaning given in clause 5(b);
- (n) **System Price** means the amount set out in the Details;
- (o) **Price Increase Acceptance Notice** has the meaning given in clause 6.2;
- (p) **Price Increase Notice** has the meaning given in clause 6.2;
- (q) **Price Increase Termination Notice** has the meaning given in clause 6.2;
- (r) **Property** means the property at which, the Solar System Installation will be installed, as specified in the Details;
- (s) **Proposal** means the document titled as such to which these Contract Documents are attached to (for the avoidance of doubt, the Proposal does not form a part of the Contract, unless a section is specifically referenced to as forming a part of the Contract by these terms and conditions);
- (t) **Retailer** means the party identified as such in the Details, being the:
 - (i) provider of the components making up the solar electricity system; and
 - (ii) organiser (whether through self-performance or subcontracting to an installation contractor) of the installation process, to deliver the Solar System Installation to the Owner of the Property;
- (u) **System Price** (excluding the STC Incentive) means the amount set out in the Details;
- (v) **System Specifications** means the document set out at Schedule 3;
- (w) **Schedule of Rates** means the schedule of rates or prices included in Schedule 2 (if any);
- (x) **Solar System Installation** means the whole of the work described in the Details and including Variations provided for by the Contract;
- (y) **Start Date** has the meaning given in the Details;
- (z) **STC** means a small-scale technology certificate created under the Renewable Energy (Electricity) Act 2000 (Cth);
- (aa) **Total Price Payable** (including the STC Incentive) means the amount set out in the Details as amended in accordance with the Contract;
- (ab) **Utility Metering Setup** means any upgrades, modifications or registration required by the Owner's electricity retailer for billing purposes following Installation Completion at the Property; and
- (ac) **Variation** has the meaning given in clause 6.1.

2 Performance Obligations

This section describes your obligations, and ours, as we both perform the actions included in this contract. Doing your part will help us deliver your solar system smoothly and swiftly. This section also explains how the pricing may change.

2.1 Parties' Responsibilities

- (a) It is the Retailer's responsibility to arrange the delivery and installation of the Solar System Installation at the Property.
- (b) From the Start Date, the Owner must provide sufficient access to the Property to allow the Retailer to perform the Solar System Installation.
- (c) The Owner warrants that:
 - (i) it has full authority to allow the installation at the Property;
 - (ii) there are no structural integrity issues with the roof or electrical systems of the Property; and
 - (iii) the roof has the ability to carry the weight of the Solar System Installation, (the Owner Property Warranties).
- (d) The Retailer will use all reasonable care during the performance of the Contract in regard to the roof and electrical systems of the Property, the Retailer is not liable for:
 - (i) effects on any roof manufacturer's warranty;
 - (ii) damage to the roof or Property which is not due to the Retailer's breach; or
 - (iii) loss or damage to the Owner or a third party arising out of the performance of the Contract in circumstances where there is a breach of the Owner Property Warranties.

2.2 Metering

Any site conditions and special circumstances beyond the control of the Retailer, including the following metering charges are beyond the Retailers control and may give rise to extra charges to be borne by the Owner:

- (a) meter replacement fees
- (b) meter reconfiguration fees
- (c) damage to the meter panel
- (d) changes to any dedicated off-peak control devices or hot water timers
- (e) truck appointments.

the costs associated with these will give rise to a Variation to be administrated under clause 6.

3 CEC Code of Conduct

3.1 CEC Code Applies

The Retailer will comply with the Clean Energy Council Code of Conduct if bound by it.

3.2 Commitment to High Quality Products and Honouring Consumer Warranties

The Retailer:

- (a) will ensure that the Solar System Installation (including workmanship, inverters and panels supplied) will:

- (i) each component is functional for its entire life period (for which it is designed);
 - (ii) be in conformity with the provisions of the Contract and be new;
 - (iii) be in accordance with best industry standards and practices; and
- (b) subject to clause 10, will ensure any claims under Contractual Warranty or the Australian Consumer Law are addressed by way of repairs or replacements within a reasonable timeframe.
 - (c) The Contractual Warranty is additional to any other guarantee, warranty, or consumer right covered by the Australian Consumer Law and any applicable manufacturer's warranties."

3.3 Subcontracting and Supply Chain

The Retailer's warranties under this Contract are unaffected by any subcontracting and the Retailer is liable for all acts and omissions of its supply chain.

3.4 Safety

The Retailer (and its supply chain) must ensure that the Solar System Installation is carried out in a safe manner and in strict compliance with all applicable laws relating to workplace health and safety.

3.5 Complaints Handling

If the Owner has a complaint regarding any matter in relation to this Contract:

- (a) The Owner can make a complaint to the Retailer in the following ways: Calling, emailing or posting mail to the contact details listed on the quote;
- (b) the Retailer must, upon receipt of the complaint under clause 3.5(a):
 - (i) make every reasonable effort to advise the Owner as soon as possible of receipt of the complaint and the expected timeframe for resolution of that complaint (**Timeframe Commitment**); and
 - (ii) handle the complaint in accordance with
 - (A) the Timeframe Commitment;
 - (B) its standard complaints procedures on Complaints Handling AS ISO 10002-2006 (**Complaints Handling Procedure**); and
 - (C) the Clean Energy Council Code of Conduct (if bound by it); and
- (c) following the Complaints Handling Procedure, if the Owner are still not satisfied, the Owner may refer the complaint to with the relevant Fair Trading or Consumer Affairs office:
 - (i) ACT: Office of Regulatory Services Phone: (02) 6207 3000
 - (ii) NSW: Fair Trading Phone: 13 32 20
 - (iii) NT: Consumer Affairs Phone: 1800 019 319
 - (iv) Qld: Office of Fair Trading Phone: 13 74 68
 - (v) SA: Consumer and Business Services Phone: 13 18 82
 - (vi) Tas: Consumer Affairs and Fair Trading Phone: 1300 654 499
 - (vii) Vic: Consumer Affairs Phone: 1300 558 181
 - (viii) WA: Consumer Protection Phone: 1300 304 054
- (d) Without limiting the above, the Retailer will, within 11 days of receiving any complaint under clause (a), provide to the Owner:
 - (i) feedback on the outcome of complaints; or
 - (ii) a notice that further investigation is required (in which case, the Retailer shall have another 24 days to provide feedback on the outcome of any complaint).

3.6 Privacy

The Retailer will comply with all relevant privacy legislation in relation to the Owner's personal information and if the Owner has any questions in relation to privacy, the Retailer will promptly address these questions upon the Owner calling the Retailer on the telephone number in the Quote or giving the Retailer a Notice setting out its question.

3.7 Metering & Tariffs

- (a) The Owner acknowledges that new electricity tariff rates may be applied after the Solar System Installation is carried out. The Owner should contact their electricity retailer to check they are agreeable to the proposed tariff rates before the installation of the system."
- (b) Immediately following Installation Completion, the Retailer will provide all reasonable assistance to the Owner to:
 - (i) check whether the applicable electricity tariffs account for the completed Solar System Installation;
 - (ii) ensure Utility Metering Setup is completed as soon as possible for the Property; and
 - (iii) measure the performance of the Solar System Installation which may include any of the following (subject to the Owner's choice):
 - (A) demonstration;
 - (B) written instructions on how to read the inverter; or
 - (C) provision of a measuring device that links back to the inverter,so that the Owner can measure energy output and performance.

4 Grid Connection Approval

Getting approval from your electricity network provider to export solar power to the grid is an important part of going solar. This section outlines our responsibilities, including you as an Owner. There are some approvals that you might need to apply for yourself, and others that we will do on your behalf.

4.1 Application on Owner Behalf

- (a) This clause 4.1 applies if the Details state that the Retailer will apply for Grid Connection Approval on the Owner's behalf.
- (b) The Retailer will:
 - (i) make the application as soon as possible;
 - (ii) keep the Owner updated on the progress of the application;
 - (iii) respond, within a reasonable timeframe, to any information or other requests from the distributor; and
 - (iv) promptly give the Owner Notice of the outcome of the application.
- (c) If Grid Connection Approval is refused, then this Contract will terminate, and the Retailer will give the Owner a full refund under clause 8.1.

4.2 Direct Application

- (a) This clause 4.2 applies if the Details state that the Owner will apply for Grid Connection Approval directly.
- (b) The Owner will:
 - (i) make the application as soon as possible;
 - (ii) keep the Retailer updated on the progress of the application;
 - (iii) respond, within a reasonable timeframe, to any information or other requests from the distributor; and
 - (iv) promptly give the Retailer Notice of the outcome of the application.
- (c) If the Owner complies with clause 4.2(b) and Grid Connection Approval is refused, the Owner may terminate the Contract and clause 8.1 will apply.

4.3 Approvals Generally

The Owner is responsible for obtaining all Approvals (other than grid connection if the Retailer has elected to be responsible, see Details Section) required for the performance of this Contract and must apply for these Approvals as soon as possible

5 Payment

- (a) For performing its obligations under the Contract, the Retailer is entitled to be paid the Total Price Payable by the Owner.
- (b) On each Milestone Date, the Retailer may issue an invoice for the corresponding Milestone Amount (**Payment Claim**).
- (c) The due date for payment is 15 business days after receipt by the Owner of a Payment Claim.

6 Variations

This section covers you in cases where you want to request changes to your solar system. It also allows us to request changes in case of unexpected supply chain issues.

6.1 General Variations

- (a) The Owner is entitled to direct the Retailer to increase, decrease or change the Solar System Installation, the sequence in which the Solar System Installation is performed, or the materials or classes of work specified (Variation).
- (b) Any Variation must be valued by reference to the Schedule of Rates (if any), or where there is no applicable schedule of prices or rates application to the Variation, reasonable market prices and rates determined by the Retailer.
- (c) Once the adjustment to the Total Price Payable in relation to the Variation is agreed or determined:
 - (i) the Retailer must carry out the Variation; and
 - (ii) the Owner must pay the adjustment to the Total Price Payable within 10 business days of the Retailer invoicing the Owner for it.

6.2 Supply Chain Price Adjustment

- (a) To the extent permitted by law, at any time, if there is a material increase in the actual costs or out of pocket amounts incurred by the Retailer in performing the Solar System Installation (in whole or part):
 - (i) the Retailer may notify the Owner of the proposed increase to the Total Price Payable (**Price Increase Notice**);
 - (ii) the Owner must, within 5 business days of receiving the Price Increase Notice, provide Notice that it:
 - (A) accepts the proposed increase to the Total Price Payable (**Price Increase Acceptance Notice**); or
 - (B) rejects the proposed increase to the Total Price Payable and wishes to terminate the Contract (**Price Increase Termination Notice**).
- (b) If the Owner does not respond within 5 days as required under clause 6.2(a), the Owner is deemed to have issued a Price Increase Acceptance Notice.
- (c) Where a Price Increase Acceptance Notice is issued, the Total Price Payable will be increased by the amount set out in the Price Increase Notice.

7 Completion

7.1 Completion Process

- (a) When Installation Completion has been achieved, the Retailer shall notify the Owner to inspect the installation within 5 days of such Notice.
- (b) Following the inspection:
 - (i) the Owner may give Notice to the Retailer within 5 business days of any reasons why it considers Installation Completion has not been reached (Issues List);
 - (ii) following receipt of the Issues List, the Retailer must address any issues on the Issues List which prevents the Solar System Installation from reaching Installation Completion before giving notice under clause 7.1 first; and
 - (iii) if no Issues List is issued pursuant to clause 7.1(b)(i), Installation Completion is deemed to have been achieved on the date of the Retailer's Notice under clause 7.1.

7.2 Risk and Title

Risk and title in the components comprising the Solar System Installation shall pass to the Owner at 4pm on the date Installation Completion is reached.

7.3 Time for Installation Completion

- (a) The Owner shall extend the Date for Installation Completion where the Solar System Installation have been delayed in reaching Installation Completion as a result of:
 - (i) a breach of the Contract or wilful acts or omissions by the Owner, its personnel or agents (Owner Breach);
 - (ii) inclement weather occurring at or around the Property; or

- (i) delays in stock procurement or other materials beyond the Retailer's control.

- (b) Delays due to an Owner Breach shall entitle the Retailer to reasonable delay costs payable within 10 business days of invoicing.

8 Termination

Both Parties may terminate this Contract

8.1 Owner has Termination Rights

- (a) The Owner may terminate the Contract by Notice in writing to the Retailer where a Price Increase Termination Notice is issued under clause 6.2, in these circumstances:
 - (i) the termination under this clause 8.1 shall be effective from the time stated in the Notice, or if no such time is stated, at the time the Notice is given to the Retailer.
 - (ii) upon termination under this clause 8.1, the Retailer will give the Owner a refund of any amounts paid to the Retailer.
- (b) In addition to the above, the Owner may terminate the Contract by Notice in writing to the Retailer where the following issues occur:
 - (i) clause 4.1(c) applies, i.e.: Grid Connection Approval is refused;
 - (ii) a proposed final system design provided is significantly different to the one set out in Schedule 3 and it is not signed off by the Owner;
 - (iii) the site-specific system design and performance estimate is not provided before the expiry of any cooling-off period (on the terms stated in the Details) and the Owner does not consent to this information upon receiving it;
 - (iv) the estimated delivery timeframe for Installation Completion is not honoured, for reasons reasonably within the Retailer's control, and the Owner does not consent to a revised timeframe;
 - (v) extra chargeable work arises which is not a valid Variation, which was not specified in the initial contract, and the additional costs are not borne by the Retailer and the Owner does not consent to these additional costs.

Where termination occurs due to these reasons, the Retailer will provide the Owner will a full refund of any amounts paid.

- (c) Notwithstanding any other provision of the Contract, if an Owner seeks to withdraw from this Contract after the expiry of any statutory cooling-off period (on the terms stated in the Details), the Retailer is entitled to apply their own policies regarding fees for cancellation, in line with the termination rights specified in this Contract, provided that such cancellation fees do not amount to unfair contract terms at law.

8.2 Retailer Termination Rights

- (a) If the Owner fails to pay a sum due under this Contract, the Retailer may by written Notice terminate the Contract effective from the time stated in the Notice, or if no such time is stated, at the time the Notice is given to the Owner.
- (b) Following termination under clause 8.2, the Retailer will be entitled to the amount for:
 - (i) work carried out prior to the date of termination;
 - (ii) the cost of goods or materials reasonably ordered by the Retailer for the Solar System Installation for which the Retailer is legally bound to pay (provided that such goods and materials are delivered to the Owner and title in such goods and materials passes to the Owner on payment); and
 - (iii) the reasonable cost of removing from the Property all labour and constructional plant.

9 Notices

Notices may be sent by both the Owner and the Retailer. This section documents the procedure to follow

- (a) A notice, consent, Approval or other communication under the Contract (Notice) must be in writing and any direction given in writing must be signed by or on behalf of the person giving it, addressed to the party to whom it is to be given and:
 - (i) hand delivered to that party's address; or
 - (ii) transmitted by electronic mail (email) to that party's email address.
- (b) A Notice is treated as having been received:
 - (i) if hand delivered, on the day of delivery; or
 - (ii) if sent by email, when the sender's email system generates a report indicating the sender's date, time and transmission to the recipient's email address.
- (c) For the purpose of this clause 9 the address and email address of a party is the address specified in the Details or as most recently notified to the other party in writing.

10 Performance Relief

This section describes our future liability in circumstances beyond our control.

The Retailer will not be liable in relation to the Contractual Warranty where the fault or defect in the Solar System Installation:

- (a) is not notified to the Retailer within the Guarantee Period; or
- (b) arises due to:
 - (i) an act or omission by someone other than the Retailer or its subcontractors (including a subcontracted installer);
 - (ii) an extreme weather event which the Solar Installation System is not designed to withstand; or

- (ii) the Solar System Installation is misused, abused, neglected, not being maintained according to the Maintenance Documents or repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by the Retailer in writing, after Installation Completion.

11 STCs

Small-scale technology certificates are a government incentive which allow for the creation of a tradeable commodity.

Under the Small-scale Renewable Energy Scheme, eligible small-scale renewable energy systems may be entitled to small-scale technology certificates (STC). The price of STCs is not fixed and it may move up or down.

In order to provide you a cheaper system price, we take ownership of the generated STCs. This section describes how we do that.

- (a) The Retailer has calculated the performance expectations for the Solar Installation System and the Property in accordance with the CEC Solar Installation System Design Guidelines.
- (b) The Owner:
 - (i) hereby assigns to the Retailer all the Owner existing and future rights, title and interest in and to all STCs created or able to be created in respect of the Solar Installation System (STC Assignment);
 - (ii) undertakes to do anything the Retailer reasonably request of the Owner for the purpose of perfecting, confirming or evidencing the STC Assignment, including providing information and executing documents; and
 - (iii) warrants to the Retailer that the Owner:
 - (A) has not previously created, or assigned the right to create, any STCs in respect of the Solar Installation System or any other solar photovoltaic generating unit at the Property; or
 - (B) will not do anything which would:
 - (I) adversely impact on the performance of the STC Assignment; or
 - (II) reduce the maximum quantity of STCs that can be created in respect of the Solar Installation System.
- (c) The Owner acknowledges and agrees that the Retailer has:
 - (i) calculated the STC Incentive based on:
 - (A) the maximum quantity of STCs that can be created in respect of the Solar Installation System under law, taking into account the Performance Expectations; and
 - (B) the monetary value of that quantity of STCs;

- (ii) offered the Total Price Payable on the basis of deducting the STC Incentive from the System Price; and
 - (iii) entered into the Contract on reliance of clause 11(b).
- (d) The Owner agrees that if the Owner breaches clause 11(b), the Retailer will be entitled to increase the Total Price Payable to the System Price. The System Price will be payable within 10 business days of the Retailer invoicing the Owner for it.

12 Miscellaneous

- (a) Any consideration payable or to be provided for a supply made under or in connection with the Contract, unless specifically described in the Contract as 'GST inclusive', does not include any amount on account of GST. If GST is payable on any supply made under or in connection with the Contract (not being a supply the consideration for which is specifically described in the Contract as 'GST inclusive'), the recipient of the supply must pay to the supplier, an additional amount equal to the GST payable on the supply (GST Amount). The GST Amount is payable at the same time as the GST exclusive consideration is paid or provided, subject to the supplier issuing the recipient with a tax invoice for the supply to which the payment relates.
- (b) The Contract is governed by, and in reference to, the law in force in the State or Territory where the Property is located."
- (c) This Contract may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (d) Subject to clause 6, no amendment or variation of the Contract is valid or binding on a party unless made in writing and executed by both parties.
- (e) No waiver of a breach of any provision of this Contract constitutes a waiver of any other breach or any other provision.
- (f) Neither party will be responsible to the other for consequential loss.
- (g) Termination of the Contract does not extinguish or otherwise affect a right of either party against the other which accrued prior to the time of termination or expiry or does not affect or terminate clause(s) 1(c), 8, 9, 10, 11 and 12.