

# Terms and Conditions

This Agreement is about ACT Hybrid Solar's sale to You and Installation of a PV System and/or Battery Storage System ('the System') at Your Premises. Once You have accepted ACT Hybrid Solar's Quote, the terms and conditions of this Agreement apply to the sale and Installation of the System.

## Parties

This is an Agreement between ACT Hybrid Solar, a registered business name of NegoC8 Traders Pty Ltd ABN 67 110 269 826, and You, the customer to whom this Agreement applies.

## 1. Definitions and Interpretation

1.1 Where applicable, capitalised terms in this Agreement are defined in the Definitions clause at clause 15.

1.2 In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (i) headings are for ease of reference only and do not affect interpretation.

## 2. Quote for PV System and/or Battery System

2.1 The Quote remains valid and capable of acceptance until the validity period specified in the quote.

2.2 The details of the System You will purchase from ACT Hybrid Solar, including the Price, are set out in the Quote. Once You accept the Quote, You agree to the terms and conditions of this Agreement.

2.3 You will purchase the System from us for the Price (and will pay any Additional Costs) in accordance with the terms of this Agreement.

2.4 ACT Hybrid Solar has provided the price in the Quote based on all information it reasonably knows about Your Premises and the nature of the Installation required to be made at Your Premises, prior to making the Quote. This includes ACT Hybrid Solar's knowledge of information You have disclosed (for the purposes of this Agreement and Schedule, defined as a "Disclosure") or failed to disclose to ACT Hybrid Solar prior to

ACT Hybrid Solar providing the Quote. Accordingly, ACT Hybrid Solar may charge You Additional Costs in circumstances set out in clause 4, or terminate the Agreement as set out in clause 8.

## 3. Installation and Access

3.1 You authorise ACT Hybrid Solar to:

- (a) attend Your Premises to undertake a pre-Installation inspection (if required) to determine the location of Your PV System and/or Battery Storage System, as well as to determine whether any Additional Costs are applicable;
- (b) complete and submit, on your behalf, the Special Connection Request form (or any other relevant form) required by the Distributor to connect Your PV System and/or Battery Storage System to the Distribution System;
- (c) undertake the Installation; and
- (d) arrange for Commissioning.

3.2 You warrant that you are registered as the owner of the Premises and/or that you have obtained all consents and approvals required for ACT Hybrid Solar to undertake the Installation, including from the owner or body corporate/owners corporation. You indemnify ACT Hybrid Solar from and against any loss or damage it may incur if You have breached these warranties.

3.3 You must do all things necessary to provide ACT Hybrid Solar with sufficient access to the Premises to enable Installation.

3.4 If ACT Hybrid Solar requires, You must execute whatever documents are necessary to ensure ACT Hybrid Solar can install the System and arrange its connection to the Distribution System.

3.5 ACT Hybrid Solar will begin the Installation on the Installation Date.

3.6 ACT Hybrid Solar will complete the Installation in accordance with and to any standards set out in the Conditions of Installation.

3.7 You agree that ACT Hybrid Solar may engage a CEC Accredited Installer, chosen at its sole discretion, to undertake the Installation at Your Premises. ACT Hybrid Solar may engage the CEC Accredited Installer to exercise any of ACT Hybrid Solar's powers or fulfil any of ACT Hybrid Solar's obligations to You under this Agreement.

3.8 The time in which ACT Hybrid Solar has to complete the Installation in accordance with clauses 3.5 and 3.6 is an estimate only. Accordingly, ACT Hybrid Solar is entitled to a reasonable extension of time where it or the CEC Accredited Installer is or will be delayed in completing the Installation by any cause beyond the reasonable control of ACT Hybrid Solar or the CEC Accredited Installer.

## 4. Payment of Price and Additional Costs

4.1 You must pay ACT Hybrid Solar the Price as well as any Additional Costs.

4.2 You agree Additional Costs are payable in circumstances where:

- (a) You have made an inaccurate Disclosure and ACT Hybrid Solar will incur costs beyond the Price because of that inaccurate Disclosure;
- (b) You have failed to make a Disclosure and ACT Hybrid Solar will incur costs beyond the Price because of Your failure to make that Disclosure;
- (c) ACT Hybrid Solar has obtained any other information, not reasonably available to it at the time of providing the Quote (for example, after

undertaking a pre-Installation site inspection in accordance with the Conditions of Installation), which means it will incur costs beyond the Price in order to complete the Installation; and

(d) ACT Hybrid Solar is required, for whatever reason, to install the System to a higher standard than the requirements set out in the Conditions of Installation. However, at all times, ACT Hybrid Solar will obtain Your prior agreement if any items need to be substituted from those previously agreed.

4.3 The Additional Costs may include, but are not necessarily limited to, extra materials or labour costs.

4.4 While ACT Hybrid Solar will use all reasonable endeavours to notify You of any Additional Costs prior to the Installation Date, you acknowledge that the nature of the Installation means We may not be able to do so, and You agree that ACT Hybrid Solar or the CEC Accredited Installer may notify You of applicable Additional Costs up to and including on the Installation Date.

4.5 However, if the Additional Costs exceed more than the originally quoted Price, You may elect to terminate the Agreement prior to Installation of the System. In this case, ACT Hybrid Solar will refund to You the full amount of any costs you have paid to ACT Hybrid Solar. This Agreement will terminate on ACT Hybrid Solar refunding to You those costs.

4.6 All payments You are required to make under this Agreement can be made by BPAY, cash, cheque or credit card.

**If purchasing and paying via Full Payment:**

4.7 You must pay the Deposit when You accept the Quote if a deposit amount was agreed upon.

4.8 ACT Hybrid Solar must have received the Amount Outstanding, and any applicable Additional Costs, within ten (10) Business Days after Installation.

4.9 Where You have not paid applicable Additional Costs within ten (10) Business Days after Installation (for example where ACT Hybrid Solar or the CEC Accredited Installer notifies you on the Installation Date that Additional Costs are applicable), ACT Hybrid Solar will issue you with a separate invoice detailing the date by which You must pay those Additional Costs.

**If purchasing and paying under the No Interest Ever Payment Plan:**

4.10 ACT Hybrid Solar may agree that You can pay the Price in accordance with the terms and conditions of Certegy Ezi-Pay's No Interest Ever Payment Plan.

4.11 You must pay the Deposit when You accept the Quote if a deposit amount was agreed upon.

4.12 You acknowledge the terms and conditions which apply to the No Interest Ever Payment Plan are separate to this Agreement. Accordingly, You must pay the Amount Outstanding and any Additional Costs in accordance with the terms and conditions of the No Interest Ever Payment Plan.

4.13 You acknowledge that No Interest Ever is provided by Certegy Ezi-Pay Pty Limited ABN 28 129 228 986 in accordance with its own terms and conditions, which are separate to this Agreement.

4.14 You acknowledge that ACT Hybrid Solar has merely referred you to Certegy Ezi-Pay Pty Ltd for its provision of credit to you, and that your application for credit was made directly to Certegy Ezi-Pay Pty Ltd and its approval or otherwise at the sole discretion of Certegy Ezi-Pay Pty Ltd.

**If purchasing and paying under a Payment Plan provided by Solaris Finance:**

4.15 ACT Hybrid Solar may agree that You can pay the Price in accordance with the terms and conditions of finance provided by Solaris Finance.

4.16 You must pay the Deposit when You accept the Quote if a deposit amount was agreed upon.

4.17 You acknowledge the terms and conditions which apply to the Payment Plan are separate to this Agreement. Accordingly, You must pay the Amount Outstanding and any Additional Costs in accordance with the terms and conditions of the Payment Plan.

4.18 You acknowledge that the Payment Plan is provided by Solaris Finance Pty Limited ABN 97 602 722 805 in accordance with its own terms and conditions, which are separate to this Agreement.

4.19 You acknowledge that ACT Hybrid Solar has merely referred you to Solaris Finance Pty Ltd for its provision of credit to you, and that your application for credit was made directly to Solaris Finance Pty Ltd and its approval or otherwise at the sole discretion of Solaris Finance Pty Ltd.

**5. Title, ownership and risk**

5.1 Ownership of the System passes to You only once ACT Hybrid Solar has received all Price and Additional Costs for the System.

5.2 Until such time as You pay all Price and Additional Costs to ACT Hybrid Solar, You agree to hold the System as ACT Hybrid Solar's bailee. You agree that if you fail to pay the Price and Additional Costs as and when they fall due, ACT Hybrid Solar or its appointees or agents may enter Your Premises and do everything necessary to take possession of the System.

5.3 All risk in the System passes to You on Installation.

5.4 Notwithstanding anything else in this Agreement, ACT Hybrid Solar does not transfer or license to you any intellectual property rights which may exist in the System or its components, including the intellectual property rights of third parties.

**6. Assignment of STC rights**

6.1 You agree to assign to ACT Hybrid Solar all STCs created by reason of the Installation of the PV System.

6.2 You agree to be present at your Premises on the day of installation to sign and return to Us the nominated Small-scale Technology Certificate Assignment Form upon the Installation of the PV System.

6.3 You agree to relinquish to ACT Hybrid Solar any further claim You may have to the perceived or actual value of the STCs.

6.4 You agree You will be unable to sell or assign to anyone else other than ACT Hybrid Solar any rights in the STCs which have been created by reason of the Installation.

6.5 You agree that ACT Hybrid Solar or the Clean Energy Regulator has the right to inspect the System within 10 years of the date of Installation to ensure compliance with legislated requirements for the creation of STCs.

6.6 You understand that the price quoted for your system is discounted for the value of STCs you agree to assign to ACT Hybrid Solar. You acknowledge that if you fail to return to Us the completed and signed Small-scale Technology Certificate Assignment Form within 10 business days of Installation, ACT Hybrid Solar may adjust the Price set out in the Quote to exclude the included discount for STCs.

6.7 You agree that ACT Hybrid Solar can provide any personal information in this Agreement and the Small-scale Technology Certificate Assignment Form to the Clean Energy Regulator and/or any other governmental regulator as is necessary for the purpose of creating and registering STCs and other environmental rights.

**7. Access and control of the Battery Storage System and data collection**

7.1 After Installation, You agree that ACT Hybrid Solar or a third party it nominates may, from time to time and at its or the relevant third party's discretion, Control the Battery Storage System.

7.2 You agree that ACT Hybrid Solar or a third party it nominates may access Your Premises and the Battery Storage System in order to ensure the exercise of rights under this clause 7 (for example, to repair the Battery Storage System in the event that its Control is or could be affected). ACT Hybrid Solar will provide to You reasonable notice before accessing Your Premises for the purposes of this clause 7.

7.3 You acknowledge and further warrant that in order for ACT Hybrid Solar or a third party to Control the Battery Storage System, your Premises must maintain a working internet connection with a spare port for ACT Hybrid Solar to access.

7.4 From time to time, the Battery Storage System software may need to be updated to ensure its proper and effective operation. You agree to do all things necessary to allow ACT Hybrid Solar or its service providers to update the software as and when required.

7.5 You authorise ACT Hybrid Solar to access operational and monitoring data captured for the PV System and/or Battery Storage System through, including but not limited to the inverter, battery control unit and third party monitoring equipment.

7.6 You indemnify ACT Hybrid Solar from and against any loss or damage it incurs because of Your breach of this clause 7.

## **8. Termination**

8.1 You may terminate this Agreement at any date before the Installation Date.

8.2 You may terminate this Agreement within the COOLING OFF PERIOD (10 business days) from the date of signing this agreement by notifying ACT Hybrid Solar.

8.3 ACT Hybrid Solar may terminate this Agreement:

(a) where this Agreement requires You to pay any Price or Additional Costs by a particular date and you have failed to do so; or

(b) if ACT Hybrid Solar or its CEC Accredited Installer, acting reasonably and at their discretion, considers the Installation is unsafe or is unsuitable for the Premises.

8.4 Where the Agreement is terminated in accordance with clause 8.1 or 8.2 or 8.3, ACT Hybrid Solar will refund to You:

(a) the Deposit;

(b) any part of the Amount Outstanding You may have paid as at the date of termination; and

(c) any part of any Additional Costs You may have paid as at the date of termination.

8.5 Where this Agreement is terminated, all rights and obligations of the parties under this Agreement are extinguished as at the date of termination.

8.6 Any obligation You have to pay any Price or Additional Costs under this Agreement is not extinguished until You pay the Price or those Additional Costs.

8.7 Where this clause 8 permits or requires You to notify ACT Hybrid Solar, You must make that notification to ACT Hybrid Solar at the email [info@acthybridsolar.com.au](mailto:info@acthybridsolar.com.au) or phone 1300 638 376. Where this clause 8 permits or requires ACT Hybrid Solar to notify You, we can make that notification using the email address or phone number You provided ACT Hybrid Solar.

## **9. System Performance**

9.1 ACT Hybrid Solar provides warranty period of 10 years, on the operation and performance of the whole PV System including workmanship and products.

9.2 The performance of a Battery Storage System is subject to a number of variable factors beyond ACT Hybrid Solar's control. These include, but are not limited to the manner in which You use energy, manufacturer defects, weather variations, electricity grid faults and performance issues and varying site conditions. Where circumstances beyond ACT Hybrid Solar's control intervene, ACT Hybrid Solar accepts no responsibility whatsoever in the event that the performance of the Battery Storage System is lower than any standard specified in the Quote.

## **10. Guarantees, Warranties and Liability**

10.1 ACT Hybrid Solar guarantees that the Installation will be performed in a proper and workmanlike manner. ACT Hybrid Solar will rectify any defect in workmanship on the Installation, at no further cost to You, if You notify us of that defect within 10 years of Installation. This clause does not apply where You have undertaken any work or activities (howsoever described) on or near the System which has caused or contributed to the defect.

10.2 Unless prohibited by law (including by the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) ACT Hybrid Solar's liability under this Agreement is limited, to the extent that it is fair and reasonable, to: (a) supply and install a replacement of the System with an equivalent system; or (b) enter into an Agreement with an appropriately qualified person to undertake repairs of the System.

10.3 Any warranty or guarantee that ACT Hybrid Solar gives to You, or is obliged by law to give to You, is void where You have undertaken any work or activities (howsoever described) which has caused or contributed to any damage, alteration or change to the System.

10.4 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

10.5 Where we sell the System to you in NSW, all work done under this Agreement will comply with:

(a) the Building Code of Australia (to the extent required under the Environmental Planning and Assessment Act 1979, including any regulation or other instrument made under that Act); and

(b) all other relevant codes, standards and specifications that the work is required to comply with under any law; and (c) the conditions of any relevant development consent or complying development certificate.

10.6 Despite clause 10.5, this Agreement limits the liability of ACT Hybrid Solar for any failure to comply with clause 10.5 if the failure relates solely to:

(a) a design or specification prepared by or on behalf of You (but not by or on behalf of ACT Hybrid Solar); and

(b) a design or specification required by You, if ACT Hybrid Solar has advised you in writing that the design or specification contravenes clause 10.5.

## **11. GST**

11.1 In this clause 11, a word or expression defined in the A New Tax System (Goods and Service Tax) Act 1999 (Cth) has the meaning given to it in that Act.

11.2 Where ACT Hybrid Solar makes a supply under or in connection with this Agreement in respect of which GST is payable, You will, in addition to the Price You must pay for the

System, pay an amount to ACT Hybrid Solar which is equal to the GST payable in respect of that supply.

## 12. Provision of Information and Privacy

12.1 ACT Hybrid Solar will comply with all relevant privacy legislation in relation to your Personal Information. If you have any questions, you can contact our office.

12.2 You must give ACT Hybrid Solar or the CEC Accredited Installer all information reasonably required so we can fulfil our obligations under this Agreement.

12.3 The information we collect may be Personal Information.

12.4 We will collect information from you for the purposes of supplying goods and services under this Agreement and applying for an assignment of STC rights. ACT Hybrid Solar may disclose or exchange Your Personal Information to or with our agents and contractors (such as the CEC Accredited Installer, mail houses, data processing analysts and debt collection agencies), government authorities and Your electricity distributor, where required to fulfil our obligations under this Agreement and also for any other purpose you have consented to or as authorised by law. We may use any Personal Information we hold about You, including contact details, to assess Your ongoing creditworthiness or the status of any account You have with us.

12.5 By accepting this Agreement, you consent to us collecting, using and disclosing your personal information as set out in this Agreement and in our privacy policy.

12.6 You can find a summary of ACT Hybrid Solar's privacy policy on our website at [www.acthybridsolar.com.au](http://www.acthybridsolar.com.au).

12.7 You acknowledge and agree that personal information regarding the installation of the battery system may be shared with any ACT Government agency.

## 13. Specific exclusions

13.1 Nothing in this Agreement obliges or otherwise requires ACT Hybrid Solar to carry out any work to which the Building Act 2004 (ACT) relates.

13.2 If a meter board upgrade or any other work is required to ensure proper Installation and operation of the System, it is Your responsibility to coordinate, arrange and complete this work using tradespersons of your choice prior to the Installation Date. ACT Hybrid Solar may facilitate an introduction to tradespersons suitable for carrying out such work.

## 14. General

14.1 This Agreement sets out the entire agreement between ACT Hybrid Solar and You in relation to its subject matter. To the fullest extent permitted by law, all implied terms are excluded.

14.2 This Agreement is governed by the laws of the Australian Capital Territory.

## 15. Definitions

**ACT Hybrid Solar** means ACT Hybrid Solar Pty Ltd ABN 67 110 269 826 of 6/18 Winchcombe Court, Mitchell, ACT 2911.

**Additional Costs** means any further costs not provided in the Quote which are necessary for ACT Hybrid Solar to carry out the Installation in accordance with the terms and conditions of this Agreement.

**Agreement** means this Agreement, which comprises the Quote and these terms and conditions.

**Amount Outstanding** means the amount set out in the Quote, and is the difference between the Deposit and the total amount of the Price, plus any Additional Costs.

**Australian Consumer Law** means schedule 2 to the Competition and Consumer Act 2010 (Cth).

**Battery Storage System** means the battery storage unit or system set out in the Quote which ACT Hybrid Solar will install at the Premises.

**Business Day** means a day which is not: a Saturday or Sunday, or a public holiday or bank holiday in the Australian Capital Territory under the Holidays Act 1958 (ACT).

**CEC Accredited Installer** means a licensed, qualified and experienced third party who we subcontract to undertake the Installation, and who is also accredited by the CEC under its Solar Accreditation Scheme.

**CEC** means the Clean Energy Council Limited ACN 127 102 443, whose website can be found at [www.cleanenergycouncil.org.au](http://www.cleanenergycouncil.org.au).

**Clean Energy Regulator** means the federal government body responsible for administering legislation to reduce carbon emissions and increase the use of clean energy, and specifically, the government body responsible for administering STCs. This definition includes any body which replaces the Clean Energy Regulator and which assumes any of its regulatory responsibilities.

**Cooling off period** means a period of 10 business days.

**Conditions of Installation** means the conditions on and standards to which ACT Hybrid Solar will install the System at Your Premises and which are at the Schedule of this Agreement.

**Commissioning** means the commencement of electricity generation by the PV System and/or storage of electricity by the Battery Storage System after Installation has been approved following any required governmental or regulatory authority electrical inspections, or any inspections required by the Distributor.

**Control** means the remote control of the Battery Storage System to allow the flow of any energy into and/or out of the Battery Storage System. During the time of any Control, You acknowledge and agree that You will not be able to utilise the energy in the Battery Storage System for Your own personal use.

**Distributor** has the same meaning as it does in the Electricity Supply Act 1995 (NSW), and further means the Distributor who owns, operates or controls the Distribution System to which the Premises is connected (when we are selling the System to you in NSW), and means "electricity distributor" as that term is defined in the Utilities Act 2000 (ACT) (when we are selling the System to you in the ACT). Distribution System has the same meaning as it does in the Electricity Supply Act 1995 (NSW), and further means the Distribution System to which the Premises is connected (when we are selling the System to you in NSW), and means "electricity network" as that term is defined in the Utilities Act 2000 (ACT) (when we are selling the System to you in the ACT).

**Deposit** means the amount set out in the Quote.

**Full Payment** means the payment method by which you make an outright payment for the System by cash, credit card or cheque within 10 business days of installation.

**Installation** means the installation of the System at the Premises in accordance with the Conditions of Installation and this Agreement.

**Installation Date** means the date, if any, as agreed between You and ACT Hybrid Solar, as the date the Installation will begin.

**No Interest Ever Payment Plan** means the terms and conditions of Certegy Ezi-Pay's No Interest Ever payment plan, which, if relevant, a copy of which has been provided to and completed by You.

**Personal Information** has the same meaning as it does in the Privacy Act 1988 (Cth).

**Premises** means the location specified in the Quote where the Installation will take place.

**Price** means the amount set out in the Quote and is the total price payable for the System including Installation, and comprises the Deposit and the Amount Outstanding (but excludes any Additional Costs that may become payable under the Agreement).

**PV System** means the solar generation unit or system set out in the Quote which ACT Hybrid Solar will install at the Premises.

**Quote** means the "Quote" setting out the System and Price, which You will purchase from ACT Hybrid Solar and which ACT Hybrid Solar will install at Your Premises.

**Small-scale Technology Certificate Assignment Form** means the form ACT Hybrid Solar or its CEC Accredited Installer will provide to You and which You must execute in accordance with the terms and conditions of this Agreement.

**Small-scale Renewable Energy Scheme** means the federal government scheme in place as at the date of this Agreement, which permits the creation of STCs.

**Solar Accreditation Scheme** means the CEC's scheme to accredit installers and designers of rooftop photovoltaic systems, with such accreditation allowing rooftop photovoltaic systems to be eligible to create STCs once installed.

**STC** means a Small-scale Technology Certificate, claimable under the federal government's Small-scale Renewable Energy Scheme on installation of an eligible PV System.

**System** means a PV System and/or Battery Storage System.

**System Manual** means the documentation we and the manufacturer provide for the safe operation of the System.

**We** (and 'us' and all corresponding meanings) means ACT Hybrid Solar.

**You** (or 'your' and all corresponding meanings) means the person named as the customer in the Quote, and includes any person You either expressly or impliedly authorise.

**No Interest Ever** means a credit arrangement offered to you by Certegy Ezi-Pay Pty Ltd which is subject to Certegy Ezi-Pay Pty Ltd's own terms and conditions, which are separate to this Agreement.

### **Schedule: Conditions of Installation**

#### **1. Inspection**

1.1 ACT Hybrid Solar can conduct a pre-Installation inspection at the Premises to ascertain the most suitable location for Installation and assess whether any additional services or items will be required to complete the Installation. If these services or items are necessary and will incur Additional Costs, we will advise You as soon as reasonably practicable or on the day of Installation.

1.2 ACT Hybrid Solar will contact you to arrange a time if ACT Hybrid Solar deems a preInstallation inspection is necessary.

1.3 You must be present during pre-Installation inspection, the Installation and any required governmental or regulatory authority Electrical inspections.

1.4 ACT Hybrid Solar may charge a pre-Installation inspection fee in some circumstances.

#### **2. What Installation includes**

2.1 Subject to clause 3 of this Schedule, the Installation includes:

- (a) the installation of the System at the Premises in accordance with manufacturers' guidelines;
- (b) the arrangement for any necessary metering configuration or alterations;
- (c) Design of the System to the standard required by any relevant governmental or regulatory authority, the Distributor and the Clean Energy Council;

(d) the delivery of the System to the Premises;

(e) the supply of tilt frames an installation of solar panels on tilt frames for the System if You require tilt frames or have ordered a tilt frames;

(f) installation on a solar panels on a roof with roof pitch between 0 and 30 degrees or a steep roof if You have made a disclosure to ACT Hybrid Solar that You have roof with pitch greater than 30 degrees;

(g) installation of solar panels on a single storey roof or a double storey roof if You have made a Disclosure to ACT Hybrid Solar that Your Premises are double storey;

(h) installation of solar panels on a concrete tile roof or a terracotta tile roof if You made a Disclosure to ACT Hybrid Solar that Your Premises is concrete or has terracotta tiles;

(i) installation of solar panels on a corrugated iron, Colorbond or cliplock roof if you have made a Disclosure that your Premises has a corrugated iron, Colorbond or cliplock roof;

(j) the supply of up to 25 metres of electrical cabling (20m DC cabling and 5m AC cabling) between the solar panels, inverter and switchboard;

(k) testing of the System after Installation (in accordance with clause 4 of this Schedule); and

(l) the provision of instructions on the basic operation of the System (in accordance with clause 5 of this Schedule).

### **3. What is excluded from Installation**

3.1 Installation does not include:

(a) gaining, on your behalf, any approvals, consents or permits from any person unless otherwise stated;

(b) the supply and installation of tilt frames if your Installation does not include tilt frames in the Quote;

(c) supply of more than 25 metres of electrical cable;

(d) rectification of any deficiencies in existing electrical supply;

(e) installing or upgrading a safety switch;

(f) installing or upgrading a switchboard;

(g) installing or upgrading a meter panel board and/or meter box;

(h) any other required work to ensure that, prior to installation of the System, the Premises comply with electricity standards imposed by law;

(i) work that is required where safe and unimpeded access is not provided;

(j) trenching or excavation;

(k) installation of PV System on buildings other than existing single or double storey homes or outbuildings that meet the conditions specified in clause 11 of this Schedule;

(l) provision and payment of special equipment, if required (see clause 12 of this Schedule);

(m) removal of asbestos or the costs of an investigation to determine whether asbestos is present;

(n) installations on homes with unsuitable or unsafe roofs; and

(o) re-wiring for dedicated controlled loads.

3.2 We have no obligation to carry out any of the work that is excluded from the Installation.

### **4. Testing**

4.1 After Installation, ACT Hybrid Solar will test the System to confirm compliance with the manufacturer's specifications and to ensure the System is fully operational.

#### **5. Operating Instructions**

5.1 On the day of testing the System, ACT Hybrid Solar will instruct you on its basic operation and provide you with a system manual for the safe operation of the System.

#### **6. Pre-Installation Approvals**

6.1 It is Your responsibility to obtain relevant approvals, consents, and permits from any governmental or regulatory authority prior to Installation unless otherwise stated.

#### **7. Compliance with Electrical Standards**

7.1 It is Your responsibility to ensure that the Premises comply with your local Distributor's electricity and electrical standards imposed by law prior to Installation.

7.2 If the Premises do not comply with these standards, You must to rectify the fault at Your cost. The type of works You (or someone authorised to do that type of work, such as an electrician) may need to carry out to ensure compliance, may include, but are not limited to:

- (a) rectifying deficiencies in existing electrical supply;
- (b) installing a safety switch;
- (c) upgrading a switchboard;
- (d) upgrading meter panel board and/or meter box;
- (e) additional works where there is insufficient room in the meter box for new or upgraded metering equipment for the measuring of exported electricity; or
- (f) works to the meter box where a meter box is non-compliant.

#### **8. Access**

8.1 You must ensure that ACT Hybrid Solar and the CEC Accredited Installer has all necessary and safe access to the meter box, switchboard, inverter location and roof where the System is to be mounted during any preInstallation site inspection and/ or installation.

8.2 If you think that access may be difficult, please inform ACT Hybrid Solar as soon as possible.

8.3 You must ensure that the Distributor and any relevant governmental or regulatory authority has all necessary and safe access to Your meter box, switchboard, roof and locations where your PV System and/or Battery Storage System is to be installed.

#### **9. Requirements for Roof Area**

9.1 The roof area must be safe, structurally sound and large enough to accommodate the size and weight of the PV System and mounting base/frames.

9.2 The roof area should ideally have suitable north, north east or northwest aspect. Roofs facing in other directions may result in reduced output of Your PV System and/or Battery Storage System.

#### **10. Restrictions on Installation**

10.1 Installations are only available to existing single or double storey homes. Due to workplace health and safety obligations installation of a PV System may not be possible:

- (a) on double storey homes where Installation is required close to the edge of a roof or where there is a drop greater than 6m;

(b) on steep roofs (including here roof pitch is between 30 to 45 degrees); and at Premises with slate or asbestos roofing.

#### **11. Outbuildings**

11.1 ACT Hybrid Solar will only install the System on an outbuilding at Your main Premises if the following conditions are met:

- (a) a compliant switchboard is installed;
- (b) electrical cables are not exposed or overhanging between the outbuilding and Your house;
- (c) necessary electrical upgrades have taken place; and
- (d) A pre-installation site visit has taken place.

#### **12. Special Equipment**

12.1 Special equipment may be required to lift/move solar panels to the desired location for Installation, or to install solar panels where roof pitch is between 30 to 45 degrees. This may include whatever machinery is necessary to enable Installation. ACT Hybrid Solar will inform You of any Additional Costs required for special access equipment either in the Quote or on the Installation Date.