Terms & Conditions

Melbourne Energy Group

Company Name	Melbourne Energy Group Pty Ltd
ABN	936 324 676 93
ACN	632 467 693
Trading as	Melbourne Energy Group

Terms and Conditions, this contract is important.

Terms & Conditions

Melbourne Energy Group

This Agreement is subject to a 10-day cooling off period from the point of contract and a full refund within this period.

The overall sale price is dependent on the Small-Scale Technology Certificates (STCs) value. If the STC's value decreases by more than 15-20% in the period between the time of sale and installation, Melbourne Energy reserves the right to adjust the sale price accordingly.

If there is any change to the RET Program, Melbourne Energy reserves the right to adjust the price accordingly with the fluctuation of the STC's price.

The total cost of the installation less the deposit paid is payable on the day of the installation and all paperwork for final safety inspection and/or meter install will be processed then.

After installation, the customer agrees to sign over the STCs to Melbourne Energy Group Pty Ltd or its nominated agent.

If the customer wishes to retain the STCs, this can be facilitated but the customer will be required to pay the full price of the system at the time of installation.

The STC's value of the system is based on the current RET Program from the Australian Federal Government.

If the installation is outside the standard installation, Melbourne Energy Group reserves the right to collect an extra charge (as detailed within this document - Price and Payment).

This agreement DOES NOT include the cost to purchase and install the new meter, nor any cost associated with re-configuration of the new meter to accept solar or switchboard upgrade if required by your retailer/distributor.

Feed in tariffs or solar electricity buy back schemes are governed by State and Territory laws and Melbourne Energy Group accepts no responsibility if these laws change in any way affecting the systems return on investment.

System performance fluctuates with varying environmental conditions, and system performance is affected by shading caused by nearby structures or objects.

The Customer acknowledges that the calculated System power generation is an approximation.

Please read carefully and indicate WHETHER YOU ACCEPT THE TERMS & CONDITIONS set out below before you sign your application. These terms and conditions will be part of your contract with us ("Contract"). The commencement date of the Contract is the date you accept the offer by signing the acceptance Document.

1. Nature of Contract

This Contract Document is a contract for sale and installation of the relevant system(s) at the address shown in the Offer.

It is not a contract to install a system or to connect a system to the electricity grid.

Melbourne Energy insists that the customer contact their electricity retailer to discuss the impact of installing solar has on their current tariff rates.

Definitions

- "Agreement" means a written agreement for the sale and purchase of Goods and Services to which these Terms and Conditions apply.
- "Buyer" or "Customer" means the person or legal entity identified in the Seller's Quotation.
- "Contract" means the contract between the Buyer and the Seller for the Buyer to purchase, and the
- Seller to supply, Goods and Services in accordance with the Terms and Conditions.
- "Completion" is date when the Goods are installed at the Premises
- "Goods & Services" means the goods and or services described in an Order that is accepted by the
- Seller and includes all goods or parts used in the installation in accordance with these Terms and Conditions.
- "Government" refers to the Australian, a State or a local Government, or a Department, Agency, Authority or Office thereof.
- "Installation" means installation of Goods which can include solar energy, solar hot water by the Seller at the Premises.
- "Invoice" means any invoice for total work or Progress Payment invoice for a portion of the work outlined in the Seller's Quotation.
- "Latent Conditions", means conditions or attributes on, over or under the Premises and any building, structure or improvement that forms part of the Premises that could not have been ascertained by visual inspection.
- "Order" means a request for Goods and Services in the Quotation, submitted by the Buyer to the Seller.
- "Premises" means the land, building, structure or improvement where the Goods are to be installed or the Services performed, by the Seller.
- "Price" means the price for the Goods and Services stipulated in the Quotation.
- "Quotation" means the Seller's written quotation for the Goods and Services in the Buyer's Quotation Request.
- "Quotation Request" means a written or verbal request for Goods and Services by the Buyer to the Seller, for Goods and Services in accordance with the Terms and Conditions.
- "Seller" means Melbourne Energy Group and any authorised representative of the Seller.
- "Force Majeure Event" includes but is not limited to Act of God, war, fire, riot, strike, lockout, trade or industrial dispute, explosion, accident, flood, sabotage, or shortages of fuel, power, raw materials, labour or transportation, governmental intervention and laws, regulations, orders, requests or action, breakage or failure of machinery or apparatus, national defence requirements, latent conditions on or associated with the Premises, weather and the effects of weather and delayed or incorrect instructions and Data from the Buyer or any other even beyond the reasonable control of the Seller.
- "Terms & Conditions" means the terms and conditions in this document and any additional terms and conditions in the Quotation. Terms and Conditions are subject to change.

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- "**Force Majeure Event**" includes but is not limited to Act of God, war, fire, riot, strike, lockout, trade or industrial dispute, explosion, accident, flood, sabotage, or shortages of fuel, power, raw materials, labour or transportation, governmental intervention and laws, regulations, orders, requests or action, breakage or failure of machinery or apparatus, national defence requirements, latent conditions on or associated with the Premises, weather and the effects of weather and delayed or incorrect instructions and Data from the Buyer or any other even beyond the reasonable control of the Seller.
- "**Terms & Conditions**" means the terms and conditions in this document and any additional terms and conditions in the Quotation. Terms and Conditions are subject to change.

Cooling off period

This Agreement is subject to a 10-day cooling off period from the point of contract and a full refund within this period.

During the cooling off period, the customer may give notice to the seller of recession of this agreement. That notice must be in writing and delivered to the seller, either in person or pre-paid post addressed to the seller, within the 10-day cooling off period the client is entitled to a full refund of the deposit with

2. Pre-Installation Site Inspection

2.1	2.1. The customer expressly warrants that the Premises are suitable for the installation of the Goods.
2.2	Melbourne Energy Group is relying on your representations, that the Premises are suitable for the installation of the Goods, in completing and executing the Goods designer's certificate in the Residential Application for Pre-Approval.
2.3	Despite the above clause, Melbourne Energy Group may conduct a site inspection of the Premises in order to confirm your representations, and in that regard:
2.4	You grant permission to Melbourne Energy Group and our employees, contractors and/or agents to enter the Premises where the Goods are proposed to be installed and commissioned, at any reasonable time; and
2.5	You agree to ensure you are present at the property for such site inspection, installation and/or commissioning, when and as reasonably required by Melbourne Energy Group or our employees, agents and contractors
2.6	Our inspection does not relieve you of your responsibility to ensure that your representations about suitability are correct.

3. Compliance with CEC code

3.1	Melbourne Energy Group will comply with the CEC code of conduct
3.2	Any Requirements to provide information

4. Authority to Install

4.1	You authorise Melbourne Energy (and its employees, agents or contractors) to install the Goods, which you have selected, at the Premises.
4.2	If part of your Goods is a solar electricity system (Solar PV), then you also authorise Melbourne Energy (and its employees, agents or contractors) to arrange connection of that system to the electricity grid. Any additional costs associated with connecting the solar electricity system to the electricity grid in accordance with the above shall be the sole responsibility of you and you hereby agree to pay those additional costs to Melbourne Energy or any third party as and when directed by Melbourne Energy Group
4.3	You warrant that you are the owner of the Premises and agree to produce any evidence of ownership upon request by Melbourne Energy Group. You must ensure that Melbourne Energy and its employees, agents and contractors have sufficient access to the Premises, at whatever times it or they may reasonably require, in order to install the Goods which you have selected.
4.4	You agree to execute whatever documents Melbourne Energy Group may require, and to take whatever other action Melbourne Energy Group may require, in order to permit the installation of the Solar Goods or Goods you have selected and, in the case of solar electricity Goods, the connection of these Goods to the electricity grid.
4.5	You agree to ensure that Melbourne Energy Group (and its employees, agents or contractors) are supplied with and are permitted access to all necessary utility services, such as electricity and water, to allow Melbourne Energy to install the Goods at the Premises

5. STC's System Function

The site performance will be calculated for the system and the premises in compliance with the CEC system design guidelines.

5.1 **STC incentive**

Small-scale Technology Certificates or STC's are a commodity that you can use for trade. You can obtain these certificates when you purchase a renewable energy system. Currently, when you install one of these pieces of equipment, solar hot water systems included, you can claim STCs.

STC's are sold thorough a clearinghouse, and only sold when there is someone to purchased them. There is no guarantee that they will be sold nor will the price stay valid.

The STC figure will be calculated on the bases on:

- The total quantity of STC's which can be produced in accordance with the law, and incorporating the amount that the premises can calculate and
- The dollar value amount of that quantity of STC's and reduced the STC amount from the system price

5.2 **Signing STC's to Melbourne energy group**

Customers must sign over all current and future rights, titles and interests in accordance to the STC generated or able to be generated with this system.

Customers must comply with our reasonable requests to ensure we can confirm the STC's including providing relevant information and documents.

You hand over to us when you accept the quote and again the installation of the system that you have not previously created, or assigned the right to create any other STC's of the system or any other solar system that is generating on the property.

5.3 **Charging the customer STC's**

If customers

- Hinder or evades the assignment under STC's agreement
- Minimizes the quantity of STC's that can be generated in accordance with the system
- Or deems the system unqualified for the generating of the STC's

Then we render the right to increase the total price by the STC amount, and customers must pay the STC amount back to us within 10 Business days of the invoice being sent to you.

6. Terms of payment

6.1 Our terms of payment are strictly 7 days from the date of invoice or progress claim.

Our quote is valid for thirty days after which we reserve the right to vary our offer.

On acceptance of our proposal consists of the following milestone payments within 7 days

- Proposal acceptance 20% deposit
- Solar panel and roof top wiring complete 35% progress payment
- Inverter and cabling associated 35% progress payment
- Electrical inspection / commissioning 10% final payment

7. Price and Payment

7.1 The total amount payable or method of payment by the Customer to Melbourne Energy Group will be before the day of install, Melbourne Energy Group reserves the right to charge interest on any overdue payment due under the agreement with the Customer at a rate of 15% per annum calculated on a daily basis.

7.1	The total amount payable or method of payment by the Customer to Melbourne Energy Group will be before the day of install, Melbourne Energy Group reserves the right to charge interest on any overdue payment due under the agreement with the Customer at a rate of 15% per annum calculated on a daily basis.
7.2	Melbourne Energy Group reserves the right to charge for additional items required for non-standard installations. This may include but is not limited to.
7.3	If changes or extra works are required past the point of contract agreement and out of the 10-day cooling off period, all extra works will be outlined in writing to the client with their representative costs. Permission from the client will be gained prior to extra works being carried out.
7.4	Melbourne Energy Group will not be liable for any extra charges from 3rd parties other than what is outlined in writing to the client in contract between the 2 parties.

8. Payment Plan

Finance options are available through independent 3rd parties.

The customer will be required to enter into a separate loan contract with the finance provider subject to finance approval under standard lending / credit assessment criteria.

Melbourne Energy Group is not a party to the loan contract and bears no liability for any assessment outcomes.

The CEC have provided a 'Finance and alternative Purchasing agreements Pro Forma' to be provided to any consumer using any payment plan agreement.

9. Failure to Pay

If you fail to pay any amount that is due and payable under this Contract, Melbourne Energy Group reserves the right to charge interest on any overdue payment due under Melbourne Energy's agreement with the Customer at a rate of 15% per annum calculated on a daily basis. You also agree to pay Melbourne Energy Group any costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

10. Delivery and Installation

10.1	Melbourne Energy Group will arrange for the System to be delivered and installed at the Customer's home on the arranged installation date.
10.2	Melbourne Energy Group may need to change the Customer's installation date in the following circumstances: • where there is a shortage of stock availability; • where there is a shortage of installer availability; • where there is inclement weather; • where the nature of the Customer's residential property results in unanticipated installation factors or requires additional equipment necessary to install the System; or • any other circumstance reasonably requiring Melbourne Energy Group to change the Customer's installation date.
10.3	Melbourne Energy Group will use its best endeavours to give reasonable notice to the Customer if the Customer's installation date needs to be changes.
10.4	If the Customer's switchboard does not comply with current safety standards or otherwise requires replacement or upgrade the cost of replacement or upgrade is payable by the Customer.
10.5	If difficulties with site access are encountered that were not notified to Melbourne Energy Group at the time of quote and/or offer by Melbourne Energy Group to the Customer, additional costs incurred in ensuring the safety of our installers may be payable by the Customer.
10.6	Melbourne Energy Group will notify the Customer's electricity distributor and electricity retailer of the installation of the Customer's System. The Customer's electricity meter will be replaced as required by the Customer's electricity distributor. The cost of replacement of the electricity meter is payable by the Customer.
10.7	If Melbourne Energy Group has not been able to deliver and install the system within 4 weeks after the original acceptance of the quotation, customers are entitled to end the agreement and if customer ends the agreement we will provide a full refund. An estimated timeline of installation will be provided for the supply and installation of the system upon acceptance of the quotation. The customer is entitled to a full refund if below: • The system design is different to that signed by the customer and was not approved by the customer. • If a full site design and performance estimate is not provided prior to the cooling off period. • The estimated timeframe of completion agreed upon is not honoured. • If Melbourne Energy Group does not obtain grid connection approval prior to beginning works. • Additional chargeable works arise that were not on the original quote and the customer does not consent.

11. Ownership and Risk

11.1	Ownership of the Goods will pass to you only upon payment in full of the Purchase Price for the Goods and any other amounts due and owing to Melbourne Energy Group under this Contract. Risk in the Goods will pass to you when that Goods are delivered and / or installed at the Premises and you hereby agree to and do indemnify Melbourne Energy Group against all loss and damage it suffers as a consequence of any and all losses consequent upon such delivery and installation.
11.2	Melbourne Energy Group reserves the following rights in relation to the Goods provided to you until the full Purchase Price for those Goods and all other sums payable by you under this Contract are received by Melbourne Energy: • Legal ownership and title to the Goods; • To enter your Premises without liability for trespass or any resulting damage and retake possession of the Goods; and • To keep or resell the Goods repossessed; • To sue you for any loss or damage suffered by Melbourne Energy Group for any loss or damage to its Goods. • You indemnify Melbourne Energy Group against any claim arising from such entry by them into the Premises.

12. Working Week

Our price has been calculated based on work being performed during a normal 38-hour working week. This is denned as 8 hours per day Monday to Friday. Should it become necessary, for reasons beyond our control, to work beyond these ordinary working hours, then the extra costs incurred would be additional to the contract amount.

13. Validity

Our Quotation is valid for thirty (30) days from date of this letter. Should the acceptance extend beyond this date then any material and labor rate increase will be additional to our Quotation.

14. Buyer Acknowledgement

14.1	The Buyer acknowledges that the goods received will be reasonably fit for purpose as per manufacturers specifications and the Consumer Goods Act. Installation of the goods will be to the standard of the relevant Electrical installation standard.
14.2	The Buyer acknowledges that, unless otherwise agreed in writing, all intellectual property rights attached to the Goods or Services are and will remain the property of the Seller (or its supplier, where such rights are owned by that supplier).
14.3	The Buyer acknowledges and agrees that these terms and conditions are in full force and effect and are incorporated into every order.
14.4	The Buyer acknowledges that there may be charges from 3rd parties such as the electrical network owner for the installation of meters and monitoring equipment. Melbourne Energy Group and their installation criteria other than do not cover the charges for such equipment if Melbourne Energy Group writes it into the issued quotation for goods and services to the client.

15. Warranty

15.1 Melbourne Energy Group warrants its work against defective, operation, performance and workmanship and products for a period of 5 years from completion of works for the entirety of the system.

Where we are required to investigate and/or remedy a potential defect, and it is established by us that the cause is not due to defective parts or labour provided by us, then all costs associated with such findings will be additional to our accepted sum and charged accordingly.

15.2 Except as required by law all implied conditions and warranties are hereby excluded subject to those conditions and warranties necessarily implied under the Trade Practices Act or any other Act.

The Customer's sole and exclusive remedy for any damage whether direct, indirect, special, consequential contingent shall, at the Melbourne Energy Group option, be limited to the following: in the case of goods:

- the replacement of the goods or supply of equivalent goods
- the repair of goods
- the payment of the cost of replacing or repairing equivalent goods in the case of services:
- the supply of the services again
- the payment of the cost of having the services supplied again

15.3 The retailer warranty exists over and above the consumer's rights under the consumer guarantee ACL. The consumer is entitled to claim a remedy if the goods or services do not meet a consumer guarantee or retailer's warranty.

16. Product Warranties

16.1 The product warranties are outlined in respective Product Specifications brochure available from Melbourne Energy.

The installation warranty is available from Melbourne Energy Group at a period of 5 Years from date of installation.

16.2 Melbourne Energy advises that they know of no changes to the Product Warranties or Installation Warranty as at the date of signing this Document and you agree to accept as notice of any change amendment or addition, the publication by Melbourne Energy Group on its website of any amendment, addition or alterations from time to time, which may be notified to Melbourne Energy Group by the manufacturer or supplier of the Goods.

Melbourne Energy Group reserves the right to supply components for any components of the Goods from alternative manufacturers as long as they are of equal or better product performance criteria and product warranty criteria.

17. Exclusion of Warranties and Liability

17.1	Melbourne Energy does not make any representations or warranties to you in connection with the Goods, beyond the express terms of the manufacturer's or supplier's warranties set out in this Contract and those warranties which cannot be excluded from this Contract.
17.2	Melbourne Energy Groups liability for breach of any express or implied condition or warranty (other than a condition or warranty implied by section 69 of the Trade Practices Act 1975, Commonwealth) is limited to the replacement or repair of the relevant solar Goods provided you have satisfied the warranty requirements.
17.3	Subject to the preceding paragraph, to the maximum extent permitted by law, Melbourne Energy will have no liability to you for any compensation for breach of this Contract other than as is set out in the preceding paragraph.
17.4	You acknowledge this Contract contains the whole of the terms and conditions agreed upon by the parties hereto.
17.5	We do not take responsibility for any electric signals interference including TV and radio.

18. Ownership of goods

In the event of the insolvency, bankruptcy, receivership, winding up, dissolution or placement under official management, or committing any other act of bankruptcy, or in the event of non-payment of the goods, materials and equipment, then Melbourne Energy Group shall have an unconditional and unfettered right of repossession of any goods, materials and equipment held by the Bailee for Melbourne Energy Group.

19. Site access

Our Tender is based on clear and reasonable access being provided for the duration of the project. Failure to provide such access would result in reimbursement to Melbourne Energy Group for any additional costs incurred because of lack of access.

20. Allowances

Work to be carried out under Melbourne Energy Group Employment Agreement.
No additional site or construction allowance if required will be additional to our tender price.

21. Acknowledgements by Customer

21.1	The Customer affirms they have read, understood and agree to these terms and conditions.
21.2	The Customer affirms that all information provided to Melbourne Energy Group, is true and accurate.
21.3	Any false or incorrect information provided to Melbourne Energy Group, which leads to any losses or damages, may be indemnified at the customer's expense.
21.4	The Customer acknowledges that system performance fluctuates with varying environmental conditions, and system performance is affected by shading caused by nearby structures or objects. The Customer acknowledges that the calculated System power generation is an approximation.

22. Information and Privacy

22.1	You agree to provide Melbourne Energy Group with whatever information it may require from you in order to apply for any grant, rebate or other benefit which you may be entitled to receive from the Commonwealth or State Government.
22.2	The information collected by Melbourne Energy Group may include "personal information" within the meaning of the Privacy Act 1988 (Commonwealth). You are entitled to access this information by contacting Melbourne Energy at the address shown in this Contract.
22.3	Melbourne Energy Group will collect information from you for the purposes of applying for the grant, rebate or other benefit on your behalf and, accordingly, may disclose that information to the relevant Government authorities.
22.4	Melbourne Energy may also use any personal information, collected from you, for the purposes of sending you marketing and promotional materials unless you notify Melbourne Energy Group that you do not wish to receive marketing or promotional materials

23. Grid Connection, Meter installation

This agreement DOES NOT include the cost to purchase and install the new meter, which will be charged to you by a private meter contractor (or your energy retailer in some states) following installation of the solar system.

23.1	You understand that although Melbourne Energy Group may assist in arranging connection to the main grid and meter installation the agreement to undertake this connection is between you and your energy retailer and/or distributor. Any electrical work required to bring your building's wiring or switchboard up to code (AS3000) is not part of this agreement and will be payable by the customer, this includes "shoebox meters" in the ACT.
23.2	You understand that different energy retailers and/or distributors have different rules, requirements and rates in regard to what they will pay you for the solar electricity you generate. You may need to switch energy retailers in order to receive the solar electricity buy-back (feed in tariff).

23.3	Melbourne Energy Group accepts no responsibility if the customer does not receive the solar buy back. Please check with your retailer as to whether they provide the solar buy-back in your area and for any special related conditions. Feed in tariffs or solar electricity buy back schemes are governed by State and Territory laws
23.4	Melbourne Energy Group accepts no responsibility if these laws change in any way affecting the system's return on investment.

24. System Maintenance

Upon handover, documentation including system performance, copy of installer licenses, hardware manuals, certificates of compliance and Melbourne Energy Group insurance details will be provided.

We will show the client how to use and operate the system, read and measure the performance of the system.
We will provide written instructions on how to read the inverter.
We will provide a device the measures/monitors the inverter.
We will provide consumers with the knowledge and information on how to maintain the system on a regular basis.

24.1	Copy of the current installation regulations and safe system operation procedures will be delivered to customer, along with verbal instructions of cleaning, maintenance and how to understand the solar and battery system (including identifying faults). This information/documentation is to be kept safe and readily available for future maintenance by Melbourne Energy Group employees or contractors if needed. Post installation survey documentation will be included within handover booklet. Refer to table checklist.

25. Return of Goods

25.1	Special conditions may apply to the return of active equipment including a restocking fee. Any special conditions can be provided by Melbourne Energy Group at the time of order acceptance. In all cases goods returned will only be credited in full to the Customer's account if returned in the same condition as delivered by Melbourne Energy Group to the Customer initially and if returned and received by Melbourne Energy Group within 21 days from the initial delivery.
25.2	The Company must provide the consumer with a full refund upon request when: • The system designed is significantly different to that quoted at the point of contract and is not signed off by the customer. • The customer does not accept the agreement upon receiving it. • All required information is not provided prior to the cooling off period. • The estimated time frame for completion is not completed. • If we do not obtain grid connection approval prior to installation or receive approval from the distributor. • If extra chargeable work arises not specified in original contact and you do not agree to these terms.
25.3	Site specific system design and performance estimate is provided as a deliverable of the contact and this information is not provided before the expiry of any cooling of period.

26. Termination

26.1	Melbourne Energy may terminate this contract in the event that you fail to comply with any term of this Contract or any of the Contract Documents.
26.2	If this Contract is terminated before Melbourne Energy Group has received payment in full of the Purchase Price for the Goods, then Melbourne Energy Group will be entitled to: • Remove the Goods from the Premises or from any other place that you have relocated them to, or authorized them to be relocated to. • Enter onto the Premises, or any property where the Goods have been relocated for the purposes stated above. • Undertake any works necessary to remove the Goods.
26.3	If Melbourne Energy Group terminates this contract because you have failed to comply with any term of this Contract, you agree to pay any costs associated with the removal of the Goods from the Premises or any other place including any damage resultant there from, & any costs associated with recovering possession of the Goods (including, but without limitation, legal costs).
26.4	You may elect to terminate this Contract other than in accordance with this section at any time prior to Melbourne Energy Group ordering the Goods from a supplier and installation of the Goods at the Premises, in which case you agree to forfeit your deposit & any other amount paid to Melbourne Energy Group.

27. Complaints

Complaints can also be registered on the Clean Energy Council website
www.cleanenergycouncil.secure.force.com/ComplaintForm

It is the consumers responsibility to maintain their PV / Battery system governed by the handover session and documentation given by Melbourne Energy Group employees / contractors.

27.1	Melbourne Energy Group will endeavor to provide feedback on the outcomes of complaints to the customer within 21 Days of receipt.
27.2	If more time is required customer will be informed
27.3	The investigation will be completed within 45 days of the complaint being received

27.4 If customers are unhappy with the result they can endeavor to contact below services:

ACT: Office of Regulatory Services
Phone: (02) 6207 3000

NSW: Fair Trading
Phone: 13 32 20

NT: Consumer Affairs
Phone: 1800 019 319

Qld: Office of Fair Trading
Phone: 13 74 68

SA: Consumer and Business Services
Phone: 13 18 82

Tas: Consumer Affairs and Fair Trading
Phone: 1300 654 499

Vic: Consumer Affairs
Phone: 1300 558 181

WA: Consumer Protection
Phone: 1300 304 054

System Maintenance table

Document	Provided
Hardware Manuals	
Hardware handbook	
Warranty Information	
System Details	
Safe system operation procedures	