System Contract Terms and Conditions

PARTIES

Supplier: EnergyAustralia Pty Ltd (ABN 99 086 014 968) ("We", "Us" or "Our")

Customer: You, the customer to whom this System Contract applies as described in the Application Summary ("You" or "Your")

KEY TERMS OF THIS CONTRACT

Before agreeing to this System Contract, you should read the full set of terms and conditions, and particularly the following key terms:

a. Our liability to you: Except in relation to our Consumer Law Obligations, our breach of this System Contract and our negligent acts or omissions, we are not liable to you for Loss you might suffer in connection with this System Contract (see clause 16.1 (our liability to you))

b. Your liability to us: Except in relation to any loss or damage covered by our insurance, you indemnify us against, and must pay us on demand all Loss incurred by us as a result of any breach of any warranty, any representation given by you under this System Contract being false or incorrect, or Loss arising from any damage to the System caused by you or your third parties (see clause 16.2 (your liability to us)).

c. Our termination rights for convenience and before System installation: We have the right to terminate this System Contract in our discretion. When this happens, you will not need to pay the System Exit Fee. We may also terminate this System Contract prior to installation in other circumstances, such as when you become ineligible under the Solar Home Bundle Retail Contract. If these rights are exercised prior to installation, you will not be required to pay the System Exit Fee, but you may be required to pay certain reasonable costs of ours (see clauses 12.1 and 12.2 (termination prior to installation)).

d. Termination rights after System installation: We have the right to terminate this System Contract after the System installation in certain circumstances which may result in you having to pay us the System Exit Fee (see clauses 12.3 and 12.4 (termination after installation)).

e. Approvals and consents: If you do not obtain the relevant approvals, consents and permits before the installation of the System (include approval from your Network Energy supplier), then we may in our sole discretion terminate this System Contract without liability to you (see clause 6.2 approvals and consents)

f. Is the Solar Home Bundle Product right for you: The Solar Home Bundle Product will only be suitable for you if you meet the terms of this System Contract including the eligibility criteria set out in clause 3. You may contact us at any time to discuss the specific needs and requirements for your System prior to entering into this Solar Home Bundle Product, but you acknowledge and agree that we will not be able to modify the System requirements for the Solar Home Bundle Plan to meet your individual requirements. (see clause 5 (eligibility criteria and suitability))

1. BACKGROUND

1.1 What is this System Contract for?

a. This System Contract sets out terms and conditions that apply to our assessment of your application to join our Solar Home Bundle Product and, if your application is accepted by us, the terms on which we may Operate the System until the earlier of the Expiry Date or the date the System Contract is terminated in accordance with its terms.

b. The terms and conditions that apply to your energy use if your application is accepted by us under your energy plan are set out in the Solar Home Bundle Retail Contract and not this System Contract.

1.2 How to contact us

If you have any questions about this System Contract or your System please contact us at:

a. Email: **solar.battery.support@energyaustralia.com.au**

b. Phone: **1800 108 633**

1.3 Authorisation to enter into this System Contract

You warrant that you are authorised to enter into this System Contract and must provide evidence to our reasonable satisfaction on request.

1.4 Our commitment

We agree to comply with the New Energy Tech Consumer Code (NETCC) as amended from time to time. We will also ensure that our employees, contractors, agents, representatives and any other individuals or businesses acting on our behalf do likewise. This includes third parties we engage to undertake direct marketing and sales for us. We will be responsible for all actions governed by the NETCC, whether taken by our employees, contractors, agents, representatives or any other individuals or businesses acting on our behalf. This includes third parties we engage to undertake direct marketing for us or who we engage to install products or systems we provide to you or to deliver services to you.

2. SYSTEM CONTRACT TERM

This System Contract starts on the Commencement Date, and unless terminated earlier in accordance with its terms, this System Contract ends on the Expiry Date.

3. CONDITIONS PRECEDENT

3.1 Conditions precedent

This System Contract, other than this clause 3 (Conditions Precedent) and:

a. clause 1 (Background)

b. clause 2 (System Contract Term)

c. clause 4 (Desktop Assessment)

d. clause 5.1 (Eligibility Criteria)

e. clause 5.2(a) (what happens if you don't meet the Eligibility Criteria prior to System Installation?)

f. clause 5.3 (Is this Solar Home Bundle Product right for you?)

g. clause 6 (Home Visit)

h. clause 8 (Acceptance of your Application and Cooling Off)

i. clause 9 (Access to your Premises)

j. clause 12.1 (Termination prior to Installation of the System)

k. clause 12.2 (Termination for convenience)

l. clause 12.5 (Your other rights to cancel this System Contract)

m. clause 12.6 (Other consequences of termination)

n. clause 14.3 (Consumer Law Obligations)

o. clause 14.4 (Implied Warranty Exclusion)

p. clause 15 (Insurance)

q. clause 16 (Liability)
r. clause 19 (Privacy and Credit Checking)
s. clause 21 (Unsolicited Consumer Agreements)
t. clause 22 (Taxes)
u. clause 23 (Assignment and Novation)
v. clause 24 (Variations to this System Contract)
w. clause 25 (Dispute Resolution and Complaints)
x. clause 26 (Force Majeure)
y. clause 27 (General), and
z. clause 28 (Definitions and Interpretation)

which will commence on the Commencement Date, will not come into force and effect unless and until:

aa. we have undertaken our Desktop Assessment in accordance with clause 4 and Home Visit in accordance with clause 6, and
ab. assessed that you are eligible to join our Solar Home Bundle Product in accordance with this System Contract,

(each a Condition Precedent); or

ac. the Conditions Precedent have been waived by us in our sole discretion.

3.2 Notification of satisfaction of conditions

We will notify you if the conditions precedent:

a. have been satisfied (or we have in our discretion elected to waive one or more of the conditions precedent) by telling you that your application to join Solar Home Bundle has been successful in accordance with clause 7.1; or
b. have not been satisfied by telling you that your application to join Solar Home Bundle has not been successful.

4. DESKTOP ASSESSMENT

4.1 Desktop assessment

a. In order to assess your application to join our Solar Home Bundle Product, we will undertake a desktop assessment (which may occur as part of the application process or afterwards) of the suitability of your Premises to accommodate the System and System related services. The desktop assessment may include (but is not limited to):
    i. verifying your household's average daily usage meets our minimum usage requirements and other information you provided to us via the online application form;
    ii. undertaking a credit check on you to assess your credit eligibility;
    iii. undertaking title searches of the Premises to confirm you are the sole owner or joint tenant of the property and to assess whether there are any other complicating circumstances (such as strata title or heritage overlay) which may limit our ability to install the System at the Premises; and
    iv. reviewing satellite imagery of the Premises or other such information available to us about your Premises (for example unsatisfactory roof condition, unsafe access or other safety concerns or excessive costs to install) to verify the suitability of your Premises for installation of the System.

b. You acknowledge and agree that as part of our desktop assessment and from time to time throughout the Term, to assess your eligibility for our Solar Home Bundle Product, we, or one of our related bodies corporate, may carry out:

   i. a credit check or credit assessment on you;

   ii. a title search on the Premises; and

   iii. other such checks as may be required to ensure that you are able to join and / or remain eligible for our Solar Home Bundle Product as set out in this System Contract.

4.2 Outcome of Desktop Assessment

If as part of the desktop assessment:

a. we, or a related body corporate of ours conducts a credit check, title search or other check and the results are not satisfactory to us, or

b. we determine that your or your Premises do not meet the System or System services requirement for our Solar Home Bundle Product,
then we may terminate the System Contract in accordance with 12.1(b)(ii).

5. ELIGIBILITY CRITERIA AND SUITABILITY

5.1 Eligibility Criteria

There are certain requirements that you must meet in order to be eligible to be part of our Solar Home Bundle Product. Some of these requirements apply to your energy plan and are detailed in the Solar Home Bundle Retail Contract. The eligibility criteria that apply to the supply, Operation and Works in connection with the System throughout the Term are as follows:

a. you must remain the owner of the Premises during the Term and must be listed as the sole owner or a joint tenant on the certificate of title (which we may verify through a title search at any time during the Term). If you intend to sell the Premises, then you must notify us in accordance with clause 12.4(e)

b. your Premises must not be subject to strata title or heritage overlay

c. you are required to obtain all relevant approvals, consents and permits relating to the installation, operation and maintenance of the System from your local council/planning authority and any other third party. These must be obtained prior the installation of the System and updated / maintained throughout the Term if applicable

d. you are responsible for confirming with your local council whether there are any Planning Laws or other restrictions that limit your right to install a System at your Property. You must notify us immediately if your local council prohibits the installation of the System

e. subject to our obligations with respect to the System expressly set out in this System Contract, you must comply with all laws, licenses, subordinate legislation, codes, guidelines standards and licence terms that apply to you and are applicable to the System and related services provided to you at the Premises

f. your Online Profile Terms and Conditions must not be terminated in accordance with its terms

g. as at the Commencement Date you must have had an average daily usage of 16kWh or more (excluded electricity consumed on controlled loads) over the previous quarter at your Premises

h. you must not withdraw your consent to our use of the Data in accordance with clause 18.2

i. you must not enrol your System in another provider's Virtual Power Plant (VPP), demand response program or any such similar program and you allow us to be the System's sole operator (including the sole VPP provider where we choose to enrol you in our VPP)

j. you must ensure that the System remains installed, commissioned, available and controllable by us at the Premises

k. you must not modify the System set up, including in any manner that would impact site energy flows being registered correctly and available to us

l. you must ensure that the System is and remains connected to the Internet (with sufficient strength to enable us to control and operate your System) and is and remains online and available

m. you must meet all of the eligibility criteria set out in the Solar Home Bundle Retail Contract, and

n. you must not be in breach of any of the requirements set out in the Solar Home Bundle Retail Contract

5.2 What happens if you do not meet the eligibility criteria?

If you do not meet any of the eligibility criteria at any time during the Term;

a. prior to the installation of the System we may terminate the System Contract in accordance with clause 12.1(b)(ii); or

b. after the installation of the System then we may terminate the System Contract in accordance with clause 12.3(b)

5.3 Is the Solar Home Bundle Product right for you?

You acknowledge and agree that:

a. the System we supply to you under this System Contract will not have back up capability enabled (including in the event of a blackout or an unplanned outage) and will not operate off-grid)

b. the System we supply to you under this System Contract is not suitable for you if you have life support or other similar requirements

c. the Solar Home Bundle Product as it relates to the System is only suitable for you if you meet the eligibility criteria set out in clause 5 and otherwise agree to the terms set out in this System Contract.

6. HOME VISIT

6.1 Undertaking of site assessment at your Premises

a. As each property is different, we will need to conduct a home visit at the Premises prior to the acceptance of your application to the Solar Home Bundle Product. We or one of our related bodies corporate, will arrange for our Accredited Service Agent to attend the Premises to conduct a home visit.

b. We will use reasonable endeavours to give you at least 5 Business Days' notice of the date we intend to conduct the home visit.

c. You acknowledge that, after we have physically inspected the Premises we may determine that:

   i. non-standard work:

      A. to your Premises is required to make your Premises suitable to install the System properly (an example of this might be the presence of asbestos that needs to be removed); or

      B. that includes the provision of additional items that are not included in a typical installation (an example of this might be cabling in excess of 30 meters),

   is required, or

ii. our available Systems are not suitable for installation at your Premises. (Examples of this include where there is insufficient room for the System to be installed, or there are technical limitations such as distance from the electrical mains limiting the installation of the System at the Premises).

6.2 What do you have to do as part of the home visit?

a. To enable us to undertake the home visit you must grant us, our related bodies corporate and our and their Accredited Service Agents access to your Premises in accordance with clause 8.

b. You acknowledge that the connection of the System to your relevant local Energy Network may be subject to pre-approval from the company which operates the relevant local Energy Network and you authorise us to seek connection approval on your behalf including by providing all such information and consents as may be required to enable us to do so.

c. If pre-approval is not provided by your relevant Energy Network company prior to the commencement of installation, you or we may either terminate this Agreement under clause 12.1(a).

d. As part of home visit and in any event at least two weeks prior to installation you are required to:

   i. obtain all relevant approvals, consents and permits before installation of the System from your local council/planning authority.

   ii. confirm with your local council whether there are any Planning Laws or other restrictions that limit your right to have the System installed at your Premises. You must notify us immediately if your local council prohibits you from installing the System.

e. If you do not get relevant approvals, consents and permits before the installation of the System, then we, may in our sole discretion, terminate this Agreement under clause 12.1(a) or clause 12.1(b)(ii) (as applicable).

6.3 What happens after home visit?

If we determine as a result of the home visit that:

a. your Premises are suitable for the Solar Home Bundle Product:

   i. we will provide you with a site-specific installation plan or design (Final System Design) and details of the System we propose will be installed on your Premises. This will be provided to you prior to the scheduled install date; and

   ii. your application may be accepted in accordance with clause 7, or

b. the installation requires non-standard work, your Premises are not suitable for our Solar Home Bundle Product or our available Systems are not suitable for your Premises, then we may terminate the System Contract in accordance with clause 12.1(b)(v).

7. ACCEPTANCE OF YOUR APPLICATION AND COOLING OFF

7.1 When and how are applications accepted?

If, following the desktop assessment and home visit, we determine that your application has been successful in accordance with the requirements of this System Contract and the Solar Home Bundle Retail Contract, we will notify you and issue you a Welcome Pack for your Solar Home Bundle Product.

7.2 When and how can you cool-off?

a. You will have:

   i. a 10 Business Day Cooling-Off period from the day after you receive the Welcome Pack and our Solar Home Bundle Retail Contract; and

ii. a 10 Business Day Cooling-Off period from the date you received your Site Design under clause 6.3(a)(i).

b. You can cancel the Solar Home Bundle Retail Contract within any of the Cooling-Off Periods by completing the form enclosed in the Welcome Pack and returning it to us at the address listed, or by contacting us on **1800 108 633**.

7.3 What happens if you cool off?

If you cancel this System Contract within a Cooling-Off Period the Solar Home Bundle Retail Contact will automatically co-terminate and you will not be required to pay the System Exit Fee.

8. ACCESS TO YOUR PREMISES

8.1 When do we need access to your Premises?

a. Throughout the Term, we, our related bodies corporate and our Accredited Service Agents will need access to your Premises to undertake the Works and accordingly, you grant us, our related bodies corporate and our Accredited Service Agents a licence to use the Premises (for these purposes only) for the Term on the terms and conditions set out in this System Contract.

b. You acknowledge and agree that while we, our related bodies corporate or Accredited Service Agents may be required to make reasonable changes at your Premises to facilitate the Works or for safety purposes. This may include running cabling, wiring, conduit and support structures within or upon the Premises.

c. Where we need to physically attend the Premises at any time during the Term after the installation for the purposes set out in this clause 8.1 we will use reasonable endeavours to give you at least 5 Business Days' notice of the date we intend to do so. For the avoidance of doubt, where there is an emergency including a safety or security issue, we may not be able to give you such notice and will give you as much notice as is reasonably practical in the circumstances.

8.2 What do you need to do when we access your Premises?

When we need to access your Premises to undertake the Works you must do the following before we can commence the Works:

a. ensure that there is proper and safe access to the Premises to enable us, our Related Bodies Corporate or our Accredited Service Agents to complete the Works including ensuring there is access for vehicles and equipment

b. ensure that you have all approvals and permits you are required to have to allow us to access your Premises and provide evidence of such approvals or consents if requested by us, and

c. you must be present at your Premises at all times during the Works or you must ensure that someone who is over eighteen and authorised to make decisions on your behalf (including in relation to the System and Site Design and any changes to those) is on your Premises at the agreed date for the relevant Works. By agreeing to the relevant Works date you agree to be bound by the decisions made by the person present at your Premises on that date.

9. INSTALLATION AND CONNECTION OF THE SYSTEM AND YOUR METER

9.1 What we will do to install and connect the System

a. In accordance with the licence you grant under clause 8.1(a), you consent to us, our related bodies corporate and our Accredited Service Agents, representatives and nominees entering the Premises (with or without machinery and vehicles) for the purposes of doing all such things as are necessary to install and connect the System on the Premises.

b. We will use reasonable endeavours to give you at least 5 Business Days' notice of the date we intend to install the System at the Premises.

c. Our or our related bodies corporate Accredited Service Agents will install and connect the System in accordance with:

   i. all codes, standards and specifications that the installation is required to comply with under applicable Australian laws, and

   ii. the New Energy Tech Consumer Code (You can access the NETCC Consumer Information Product Fact Sheets **here**.

d. As part of the installation, we or our Related Bodies Corporate Accredited Service Agents:

   i. may need to substitute or change one or more items or components of the System or make changes to your Site Design including, but not limited to, changes to deal with circumstances that are specific to your Premises or property. If one or more parts are unavailable at the time of installation and we are unable to find an acceptable substitute, we may terminate the System Contract in accordance with clause 12.1(b)(v). If we make material changes to your Site Design (for example as a result of specific conditions at your Premises), the person on your Premises will be asked to authorise those changes in writing and once accepted these changes will be deemed to be part of your Site Design. If they do not accept, then we may terminate in accordance with clause 12.1(b)(v).

   ii. provided that we have obtained the relevant approval of your Energy Network in accordance with clause 6.2, we will connect the System to the electricity distribution network

   iii. will connect the System to the internet

   iv. provide you with a Certificate of Electrical Safety or Certificate of Compliance (as the case may be) (on the day of installation or shortly thereafter); and

   v. will take every reasonable precaution when installing the System in the Premises and, to the extent we need to use your equipment, will comply with any manufacturer's instructions and warranty requirements you notify us about. However, you acknowledge that the installation of the System may affect any roof manufacturer's warranty and/or builder's warranty insurance.

e. For new homes, we will only conduct installations after the property has reached "lock up stage" (i.e., when the home's external wall cladding and roof covering is fixed, the flooring is laid and external doors and windows are fixed).

f. We will endeavour to install the System within 3 months of the date we notify you that your application has been accepted. You acknowledge that we may be delayed in completing installation due to matters beyond our reasonable control. (Examples of this might include where there is a Force Majeure Event, where you live in a remote or regional area and installation partners are not readily available, where you do not respond to our scheduling requests in a timely manner or where you have a new property and it has not yet reached lock up stage.)

9.2 What you will do when we install and connect the System

a. To enable us to undertake the installation you must grant us, our related bodies corporate and our and their Accredited Service Agents access to your Premises in accordance with the clause 8.

b. You acknowledge that by having the System installed, you consent to the System being connected to the internet and using data via the active internet connection at your Premises.

c. You must not, and must take reasonable steps to ensure that others do not:

   i. directly or indirectly obstruct the Premises or the enjoyment of any rights granted to us

under this System Contract;

ii. interfere or allow interference with any energy equipment that is at the Premises; or

iii. tamper with, or permit tampering with, the System, any meters or associated equipment.

9.3 Your Meter

You acknowledge that:

a. we will need to upgrade the existing electricity meter at the Premises as part of our Solar Home Bundle Product

b. the upgrade of your meter may occur any time after your application has been accepted by us in accordance with clause 7.1, and

c. the upgrade of your meter under clause 9.3(a) may mean that you are no longer eligible for the same network tariff that you were eligible for prior to the upgrade and this may affect your electricity rates and eligibility for energy plans (including the plan you were on prior to signing this System Contract).

10. OPERATION OF SYSTEM

10.1 What we may do to Operate the System

a. You agree that EnergyAustralia (or a third party financier we nominate) owns the System during the Term and has the exclusive right to Operate the System (including remotely) until the System Transfer Date.

b. We may need to physically attend the Premises during the Term to Operate the System. Where we do so:

i. we will use reasonable endeavours to give you at least 5 Business Days' notice of the date we intend to do so; and

ii. clause 8 will apply.

c. You agree that as part of Operating the System we may remotely access and control the System at any time until the System Transfer Date. For example, we may:

i. charge part or all of the Battery or discharge part or all of the Battery to the national electricity grid at any time; or

ii. preserve the capacity in the Battery so that it can be used for your household consumption at times determined by us or for performing our operations (such as VPP optimisation).

d. You acknowledge that you will be liable for any costs incurred in respect of any electricity imported from the national electricity grid to charge your Battery and this could result in your total energy consumption being higher than if you were not on the Solar Home Bundle Product.

e. We will, from time to time, remotely activate firmware upgrades to the System which may result in intermittent interruptions to the operation of the System for short periods (these upgrades will not affect your electricity supply).

f. We may disconnect, lock-out (including remotely) or uninstall the System in accordance with the terms of the System Contract. We may also disconnect or lock-out the System (including remotely) if it is faulty, for a reasonable period until we are able to fix it; if we are carrying out maintenance of the System; or if we deem it necessary for safety reasons.

g. In addition to the rights described in this clause we may as described in clause 18:

i. enrol your Battery in a VPP or use the System as part of any other program or trial that is consistent with this System Contract; and

ii. use the data from the System.

h. We may engage third party providers to do any of the activities we need to do to Operate the System on our behalf;

i. subject to your obligations under clause 10.2, we will use reasonable endeavours to maintain the System in a manner that does not void any manufacturer warranties that apply to the System under clause 14.2. We are not responsible for your operation and use of the System.

j. We will provide you with relevant information about how to maintain your System when it is transferred to you under clause 11 (including end of life matters in relation to your System).

10.2 What you must do to allow us to Operate the System

During the Term:

a. You must do all things reasonably necessary to ensure that the System is connected to the internet at all times. In the event that the System is not connected to the internet, or connection is interrupted, you must do all things reasonably required by us to reconnect the System to the internet at the Premises

b. in your User Account we will provide you with a copy of the product warranties that are applicable to your System. We are responsible for managing these warranties, but you must comply with any of the warranty terms that are within your control as owner of the Premises

c. you must do all things necessary to ensure that we have access to and are able to Operate the System at the Premises

d. if we notify you that your System is not meeting any of the relevant Eligibility Criteria, you agree to take the necessary steps to enable the Eligibility Criteria to be met again within 14 days from being provided that notification or we may terminate this System Contract in accordance with clause 12.1(b)(ii) (however, this does not oblige us to give you notice that you do not meet the relevant Eligibility Criteria, before terminating this System Contract in accordance with clause 12.1(b)(ii))

e. you must not engage or allow any other person to Operate or otherwise interfere with our (or our authorised third parties') ability to operate the System before the System Transfer Date

f. you must not deliberately override or interfere with any communication signals between the System and us (or our authorised third parties)

g. you must not deliberately override or disable our (or our authorised third parties') Operation of the System

h. you must not allow any other person to move, remove, tamper with, disable, displace or damage the System

i. you will be responsible for your Internet connection and all associated charges

j. you must undertake all reasonable maintenance obligations that relate to the care of the System that are specified in any manufacturer guidance materials we leave with you, provided that this only applies to obligations that would reasonably be expected of the owner of the Premises and not obligations that require specialist or technical expertise (examples of your obligations include keeping the area around the System free of debris and interference and keeping access routes unblocked); and

k. you must not damage or interfere with the System and must take all reasonable care of the System (subject to fair wear and tear).

11. TRANSFER OF THE SYSTEM

a. Subject to clause 23(b), we (or a third party financier we nominate) will own the System until it is transferred to you. The parties agree that the System is not a fixture and does not form part of the Premises.

b. Subject to any other provision of this System Contract including clause 11(c), on the Expiry

Date, or if the System Contract is terminated in accordance with its terms:

i. ownership of the System will pass to you

ii. the System will continue to be connected to the electricity distribution network (unless we notify you otherwise)

iii. risk to the System will transfer to you in accordance with clause 11(e); and

iv. we will not be required to remove the System from the Premises unless the System is defective or unsafe.

c. If the System Contract is terminated prior to the Expiry Date and you are required to pay the System Exit Fee under the terms of this System Contract, title to the System will only transfer to you once payment of the System Exit Fee has been received. If you fail to pay the System Exit Fee by the due date, ownership of the System will not transfer to you and we will be entitled to remove, disconnect, lock-out or uninstall the System from the Premises and you will ensure that we have safe, immediate and unhindered access to the Premises to do so (including on the terms set out in clause 8).

d. Subject to your obligations under this System Contract, we are responsible for all risks associated with transport, supply, installation and operation of the System until the System Transfer Date.

e. You are responsible for all risks and liabilities associated with the System from the System Transfer Date, including responsibility to dispose of the system in accordance with applicable Laws.

12. WHEN AND HOW CAN THE SYSTEM CONTRACT BE TERMINATED?

12.1 Termination prior to installation of the System

a. Under clauses 6.2(b) and 6.2(c) you acknowledge that the installation of the System may be subject to pre-approval from your Energy Network provider. Without limiting clause 12.1(b) if pre-approval is not provided by your Energy Network prior to installation, we or you may terminate this System Contract, and you will not be liable to pay the System Exit Fee.

b. We may terminate the System Contract by notice to you before installing the System:

i. at our discretion

ii. pursuant to clause 4.2 (desktop assessment), clause 5.2(a) (eligibility criteria pre install) or clause 6.2(c) (approvals and consents)

iii. where we are entitled to terminate the Solar Home Bundle Retail Contract

iv. where you terminate the Solar Home Bundle Retail Contract, or

v. pursuant to clause 6.3(b) (Unsuitable Premises), or clause 26(b) (Force Majeure pre-install) or clause 9.1(d)(i) (part unavailability pre-install),

and you will not be liable to pay the System Exit Fee.

c. If we do not:

i. perform a site inspection within 3 months of the Commencement Date; or

ii. install the System within 3 months of the date your application is accepted by us in accordance with clause 7,

either party may terminate this System Contract by notice to the other party, and you will not be liable to pay the System Exit Fee.

d. You may terminate the System Contract by giving us notice of your intention to terminate this System Contract at least 20 Business Days prior to the System being installed, and you will not be liable to pay the System Exit Fee.

e. If the System Contract is terminated by us under clause 12.1(b)(ii), clause 12.1(b)(iii) (in

circumstances where you are no longer eligible to remain on the Solar Home Bundle Retail Contract or are in breach of that contract), or clause 12.1(b)(iv) or by you under clause 12.1(d) we reserve the right to charge you for the reasonable costs incurred by us prior to the termination, including but not limited to:

i. any fee from the Accredited Service Agent in relation to the home visit

ii. any fee from the Accredited Service Agent in relation to a scheduled or cancelled installation

iii. fees incurred in relation to making a grid application to your Energy Network provider

iv. the cost of any meter upgrades or changes, and

v. any other fees paid to a third party, including your Energy Network Provider.

12.2 Termination for convenience

We may terminate the System Contract at any time for any reason by providing written notice to you and you will not be liable to pay the System Exit Fee.

12.3 Termination after the Installation Date

a. Either party has the right to terminate this System Contract at any time by notice to the other party if the other party commits a material breach of this System Contract and that breach is not capable of remedy or, if able to be remedied, is not remedied within a period of 30 days from the date of receipt of notice calling upon the party in breach to remedy such breach. In the event that this System Contract is terminated by us under this clause 12.3(a), you will be liable to pay the System Exit Fee and the relevant Exit Date will be the date specified in our notice of termination. In the event that this System Contract is validly terminated by you under this clause 12.3(a) you will not be liable to pay the System Exit Fee.

b. We may terminate this System Contract by notice to you after the Installation Date pursuant to clause 5.2(b) (eligibility criteria post install) and you will be required to pay the System Exit Fee. The Exit Date will be the date on which you are assigned to a new energy plan and you must pay System Exit Fee within 14 Business Days of the date we notify you in writing of the System Exit Fee.

c. We may terminate this System Contract by notice to you after the Installation Date pursuant to clause 26(b) (Force Majeure post install) and you will not be required to pay the System Exit Fee.

d. You may terminate this System Contract after the Installation Date in accordance with clause 14.3(d) (consumer law obligations) and you will be required to pay the System Exit Fee which will be reduced to the extent specified in that clause. The Exit Date will be the date on which you are assigned to a new energy plan and you must pay System Exit Fee within 13 Business Days of the date we notify you in writing of the System Exit Fee.

12.4 Termination of the Solar Home Bundle Retail Contract after the Installation Date

a. If after the Installation Date, the Solar Home Bundle Retail Contract ends according to its terms and you are transferred to another energy plan in accordance with the terms of the Solar Home Bundle Retail Contract:

i. you will be liable to pay the System Exit Fee, and

ii. this System Contract will terminate once we receive the System Exit Fee.

b. If the Solar Home Bundle Retail Contract ends after the Installation Date because:

i. you chose to start taking energy supply at the Premises from another retailer – the Exit Date will be the date on which your assigned meter identifier has been transferred to your new retailer (which will usually happen on or soon after a final meter read at the Premises) and you must pay System Exit Fee within 13 Business Days of the date we

notify you in writing of the System Exit Fee;

ii. you wish to leave the Solar Home Bundle plan and start a new energy supply contract with EnergyAustralia – the Exit Date will be the date that we both agree and you must pay System Exit Fee within 13 Business Days of the date we notify you in writing of the System Exit Fee;

iii. you're vacating your premises – the Exit Date will be the date of the final meter read at the Premises and you must pay System Exit Fee within 13 Business Days of the date we notify you in writing of System Exit Fee; or

iv. you're remaining at your Premises but wish your energy supply to be disconnected, or because we are entitled to arrange for the disconnection of the Premises under the Solar Home Bundle Retail Contract – the Exit Date will be 10 Business Days after the date of disconnection and you must pay System Exit Fee within 13 Business Days of the date we notify you in writing of the System Exit Fee.

c. If after the Installation Date you are transferred to another plan in accordance with the terms of the Solar Home Bundle Retail Contract because you have breached that contract or become ineligible for it in accordance with its terms – the Exit Date will be the date on which you are assigned to the new plan and you must pay System Exit Fee within 13 Business Days of the date we notify you in writing of the System Exit Fee.

d. If after the Installation Date you are transferred to another plan in accordance with the terms of the Solar Home Bundle Retail Contract because:

i. we have terminated the Solar Home Bundle Retail Contract for convenience

ii. you have validly terminated the Solar Home Bundle Retail Contract for our breach

iii. the Solar Home Bundle Contract is an unsolicited consumer contract and you are entitled to terminate,

iv. you have terminated in accordance with your Consumer Law rights,

(each of which must be in accordance with the terms of the Solar Home Bundle Retail Contract) you will not be required to pay the System Exit Fee.

e. If after the Installation Date you enter or intend to enter into a contract for the sale or transfer of the Premises:

i. you must notify us as soon as possible and not less than 20 Business Days prior to the completion of the sale or transfer of the Premises;

ii. you will be liable to pay the System Exit Fee in accordance with clause 12.4(g) unless we and the new owner agree to enter into a new System Contract to replace this System Contract, in which case this System Contract is terminated and you are not required to pay us any System Exit Fee;

iii. until we receive the System Exit Fee, you must ensure any contract for the sale of the Premises to another person does not include the sale of the System; and

iv. this System Contract will terminate once we receive the System Exit Fee.

f. If you intend to commence renovating the Premises or make any alterations to the Premises which are likely to impact on the System or its Operation (including changing or replacing the meter installed at the Premises):

i. you must notify us as soon as possible and not less than 20 Business Days prior to the commencement of any such work;

ii. you will be liable to pay the System Exit Fee in accordance with clause 12.4(g); and

iii. this System Contract will terminate once we receive the System Exit Fee.

g. If the System Exit Fee becomes payable under clause 12.4(d) or 12.4(f) the Exit Date will be the date you give us notice or such other date that we both agree and you must pay the System

Exit Fee to us by the earlier of:

i. 10 Business Days prior to the completion of the sale or transfer of the Premises or commencement of the renovation works (as applicable); or

ii. 13 Business Days from the date we notify you in writing of the System Exit Fee.

h. A right to terminate this System Contract is additional to any other right, power or remedy you or we might have.

12.5 Your other rights to cancel this System Contract

In addition to the rights described in this clause 12, you also have rights to cancel this System Contract under clause 7.2 (cooling off) and clause 21 (unsolicited consumer agreements) and no System Exit Fee will be payable.

12.6 Other consequences of termination

You acknowledge that, where the System Contract is terminated for any reason in accordance with this clause 12:

a. the Solar Home Bundle Retail Contract will automatically co-terminate;

b. we may have already transferred you onto our Solar Home Bundle plan and upon termination you may no longer be eligible for the energy plan that you were on prior to being switched to the Solar Home Bundle plan and you will be transferred to a different plan in accordance with the Solar Home Retail Contract;

c. if you have been enrolled in a VPP, it can take up to 5 business days for your Battery to be removed from the VPP; and

d. if you have been enrolled in another trial or program, we will unenroll you from that trial or program as soon as is reasonably practical.

13. SYSTEM EXIT FEE

a. Where payable under the terms of this System Contract, the System Exit Fee will be calculated in accordance with the following formula:

$$\frac{x}{y} \times \text{System Value} = \text{System Exit Fee}$$

Where:

x is the number of calendar days between the Exit Date and the Expiry Date; and

y is the number of calendar days between the Installation Date and the Expiry Date

b. For example: If your System is installed on 1 March 2020 and several years later you decide to sell the Premises (with the applicable Exit Date of 30 July 2024), assuming a System Value of $14,820, the System Exit Fee will be calculated as follows:

$$\frac{1,612}{2,556} \times \$14,820 = \$5,473.43$$

14. WARRANTIES

14.1 Our Installation Warranty

a. We warrant that the installation will be carried out with due care and skill, and that any materials used undertaking the installation will be reasonably fit for that purpose ("**Installation Warranty**").

b. Subject to clause 14.1(f) and clause 14.1(e), if, within 5 years from the Installation Date, there is a fault with any aspect of the operation and performance or installation of the System including workmanship and products, then you can submit your warranty claim by contacting our Energy Solutions Team at the contact details referred to at the start of this System Contract. All warranty Claims must be reported to us as soon as practicable. A site inspection of the Premises by us or on our behalf may be required to determine the eligibility of the warranty claim.

c. If we determine that you are:

   i. eligible for a warranty Claim under clause 14.1(a), we will repair the Fault arising from the installation of the System, at our cost,

   ii. not eligible for a warranty claim under clause 14.1(a), you will be responsible for our standard call-out rate for attending your Premises to inspect the System. If you wish to have the System repaired by us, such repair will be at your cost.

d. Where Work is undertaken to rectify a fault with any aspect of the installation of the System under a warranty claim under clause 14.1(a), the balance of the original warranty period will remain effective. The warranty period will not recommence from the date on which the rectification work was carried out.

e. A warranty Claim under clause 14.1(a) only applies to the original and genuine System installed by or on behalf of us in its original position at your Premises.

f. The warranty under clause 14.1(a) does not cover faults that are a result of:

   i. accidental damage to the System or any component of the System not caused by us or our subcontractors

   ii. misuse or abnormal use of the System

   iii. repairs, attempted repair or modification of the System by a person other than us or an Accredited Service Agent

   iv. faulty plumbing or faulty power supply at the Premises, including faults caused by existing systems, batteries, or inverters

   v. failure to maintain the System in accordance with the Owner's Guide and Installation Instructions

   vi. fair wear and tear from adverse conditions, including, but not limited to, corrosion

   vii. cosmetic defects including but not limited to, yellowing of solar panels and weathering of products

   viii. acts of nature, including earthquakes, flood, lightning or other physical natural disaster, and

   ix. acts or omissions of third parties (that are not engaged by or authorised by us).

14.2 Manufacturer warranties

a. The manufacturer of the System or a component of the System may provide an express warranty against defects in relation to the System. Until the System Transfer Date, we will receive the benefit of those warranties and as is reasonable in the circumstances, will make warranty claims with respect to the System.

b. If manufacturer warranties do apply then, until the System Transfer Date, we are responsible for:
   i. keeping any relevant documentation relating to those warranties (including this System Contract);
   ii. complying with any terms of the relevant manufacturer's conditions of use that are provided to us (provided that you must comply with the relevant conditions of use to the extent that they relate to matters within your control (see clause 10.2(i));
   iii. completing and sending to the manufacturer any warranty documentation as required by the terms of the manufacturer's warranty; and
   iv. satisfying any requirements of the relevant manufacturer in relation to making a claim under the manufacturer's warranty.

c. We will use reasonable endeavours to transfer the balance of any express manufacturer's warranties to you at the System Transfer Date. To the extent that an express manufacturer's warranty is subject to conditions of use (for example throughput limits), we will use reasonable endeavours to ensure we do not use or operate the System in a manner that would void the manufacturer warranty.

d. You must not do anything which will void the manufacturer's warranty, including:
   i. abusing or misusing the System;
   ii. permitting the modification or repair of the System by any person other than us or our Accredited Service Agents;
   iii. using or operating the System other than with our express prior consent; or
   iv. removing and/or reinstalling the System without our express prior written consent.

14.3 Consumer Law obligations

a. Nothing in this clause operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any applicable building legislation in the state in which the System is to be installed ("**Consumer Law Obligations**").

b. If any Consumer Law Obligation applies to any goods, we supply under this System Contract we will to the extent required by the Australian Consumer Law resupply the goods or services or pay for their resupply.

c. Where a Consumer Law Obligation applies, for major failures with the goods and services we provide, you are entitled to cancel this System Contract with us and to a refund for the unused portion, or to compensation for its reduced value (where applicable). You are also entitled to be compensated for any other reasonably foreseeable Loss or damage.

d. Where Consumer Law Obligations apply and the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel this System Contract and obtain a refund for the unused portion of this System Contract (where applicable).

14.4 Implied warranty exclusion

Except in relation to obligations that cannot be excluded by law (including the Consumer Law Obligations), all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on EnergyAustralia are expressly excluded under this System Contract.

15. INSURANCE

a. We will insure against any loss or damage caused or contributed to by the System, us or our personnel which could be covered by public liability insurance in respect of the Premises in a sum not less than $20,000,000 for any single event.

b. You must ensure that you have a reasonable number of spare roof tiles in your possession (no less than 12), which you agree may be used in the event that tiles are broken during the installation of the System.

16. LIABILITY

16.1 Our liability to you

a. Except in relation to:

   i. our Consumer Law Obligations as set out in this System Contract

   ii. our breach of this System Contract; and

   iii. our negligent acts or omissions,

   we are not liable to you for any Loss, including any indirect or consequential Loss, arising directly or indirectly under or in connection with this System Contract or the performance or non-performance under this System Contract and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity.

b. Without limiting clause 16.1 we are not liable to you for any Loss, arising:

   i. as a result of our control of your System where we are controlling your System within the relevant manufacturer's published warranty limitations

   ii. any Defect or fault in your System not caused by us (and that is not covered by a warranty or maintenance obligation of ours under this System Contract)

   iii. any matter that is beyond our reasonable control

   iv. as a result of your (or the third parties that you engage or authorise) negligent acts or omissions

   v. any damage to the System caused by you (or the third parties that you engage or authorise) including for example where you reconfigure wiring or Operate or allow third parties to Operate the System, or

   vi. as a result of your breach of this System Contract.

16.2 Your Liability to us

a. Except in relation to any loss or damage covered under clause 15 or clause 16.2(b), you indemnify us against, and must pay us on demand the amount of, all Loss incurred by us:

   i. as a result of any breach of any warranty, or any representation given by you under this System Contract being false or incorrect; or

   ii. arising from any damage to the System caused by you or the third parties that you engage or authorise.

b. You will not be liable to us for any Loss that does not arise naturally, in the usual course of things as a result of your breach of this System Contract or your negligent acts or omissions.

17. CERTIFICATES AND NO FEED-IN TARIFFS

17.1 Certificates

a. You acknowledge that, as the owner of the System until the System Transfer Date, we (or our third parties that we allow to do so on our behalf) are entitled to create, own, transfer, sell and claim any Certificates in relation to the System.

b. You must do all things that we may reasonably require to enable us (or our nominate third party) to create, own, transfer and sell Certificates associated with the electricity generated by the System, including, without limitation, the provision of information and the execution of documentation within a reasonable time.

c. You must not have previously assigned the right to create Certificates to another company or personally created any Certificates for the System within the Deeming Period.

d. If you receive Certificates as part of the installation of your System, and we (or our authorised third party) are unable to claim your Certificate from the relevant authority on your behalf (as a result of something you have done), the value of the Certificates will be added to the System Value.

e. In the event that you do not agree to assign the Certificates to us (or our authorised third party) in accordance with this clause and do all such things necessary to give effect to such assignment, you irrevocably appoint us as your attorney to do all acts and sign all documents necessary to enable us to enforce our rights under this clause. This power of attorney shall become effective upon your failure to do all such things as is necessary to give effect to such assignment at the point of sale, sufficient proof of which shall be a statutory declaration from one of our directors.

17.2 No feed in tariffs

You acknowledge and agree that you will not be eligible for any feed-in tariff during the Term.

18. USE OF THE SYSTEM AND ITS DATA

18.1 Virtual Power Plant and other programs and trials

You acknowledge and agree that during the Term:

a. we may enrol your Battery in a network of batteries working together to form a Virtual Power Plant known as a 'VPP'. This means the battery installed at your Premises may be enrolled in a software platform designed for monitoring, aggregation and control of multiple batteries ("**VPP Platform**").

b. we may elect not to enrol your Battery in a VPP Platform and may instead enrol or use your System as part of any other program or trial that leverages the electricity generated from your System provided that program or trial is not otherwise inconsistent with this System Contract or the Solar Home Bundle Retail Contract.

18.2 The Collection and use of data

a. You acknowledge that by entering into this System Contract, you consent to the collection and use of certain information regarding use of the System by us and our third party providers. Examples include: operation and system performance data of the Battery, and other products which operate with the Battery such as the solar PV system (this includes running state of individual components, battery temperature, communication status, uptime); information about your energy use, site load frequency related to the System and other electrical data, including usage, production, state of charge of the battery and appliance use. This information will be collected and used by us, the manufacturers of products that form part of the System and/or any third-party providers to us that need it to provide Services to us in connection with this System Contract or the Solar Home Bundle Retail Contract.

b. In the course of providing the System to you we may capture, create or generate Data (and intellectual property in that Data) which will be owned by us.

c. Subject to our obligations at law (including under the Privacy Act 1988 (Cth)), you consent to:

   i. the transmission of the Data to us; and

   ii. our access, use and disclosure of the Data for any purpose including (but not limited

to) allowing us to improve our products and services, to comply with out regulatory obligations and to undertake analytics (whether or not you remain on the Solar Home Bundle plan and whether or not you remain an electricity customer of ours)

d. If you are permitted by law to withdraw your consent to the matters specified in clause 18.2(c), and you notify us that you would like to do so, you will no longer meet the Eligibility Criteria.

e. Nothing in this clause 18:

   i. limits our obligations under the *Privacy Act 1988 (Cth)* our rights under the Market Retail Contract Retail Contract; or

   ii. your right to use any data you collect, capture, generate or process in relation to your use of the System (provided that this does not interfere with our rights under this System Contract).

19. PRIVACY AND CREDIT CHECKING

19.1 Your privacy

a. You consent to us using, collecting, disclosing and transferring your personal information and sending you information in accordance with our Privacy Policy, available at **energyaustralia.com.au/privacy**, as amended from time to time. This may include using your personal information in order to sell, deliver and market our services and products to you and for our internal analysis purposes. We may also provide you with information on other products and services available to our customers. Personal information is shared within our group of companies and disclosed to other service providers, including credit reporting bureaus and our VPP Providers, to the extent required to undertake these activities. Some of those companies and service providers may be located overseas. For further information, please see the "How do we use your information?" section of our Privacy Policy.

b. By entering into this System Contract you also authorise your distributor to release to us previous energy usage data for your Premises.

c. In order to carry out a title search, we or our related bodies corporate may disclose your personal information to an authorised State Land Registry Services information broker for the purposes of obtaining title information about the Premises.

d. In order to enrol the System in the VPP Platform or other such programs or trials, we may disclose your personal information to any suppliers that maintain and operate the VPP Platform or other program or trial, we may also disclose your personal information to other third parties in connection with this System Contract including, for example, the manufacturer of your battery or other third parties who assist us with billing and other related activities.

e. Subject to clause 21 of the EnergyAustralia Market Retail Contract Terms and Conditions and the EnergyAustralia Privacy Policy, you consent to us, our VPP Provider the battery manufacturer or their third parties contacting you about participating in feedback surveys, a study and/or research projects. We may also contact you about participating in an in-depth insights session with other retail customers of ours or providing testimonials of your experience for marketing purposes.

19.2 Credit Checking

a. In undertaking a credit check or assessment, we (or our relevant related bodies corporate) may use the personal information we obtain from a credit reporting bureau (CRB) or other third party, or personal information we derive from the information we obtain from the CRB or other third party (collectively "credit eligibility information") for performing, on our behalf, tasks that are reasonably necessary in processing your application for credit from us. In order to carry out a credit check, we or our related bodies corporate may disclose your personal

information to a CRB or other third party for the purposes of obtaining credit reporting information about you.

b. More information about credit checking is set out in our Credit Information Statement (available on our website at **energyaustralia.com.au**) and the relevant section of the EnergyAustralia Privacy Policy.

20. PERSONAL PROPERTY SECURITIES (PPS) ACT

a. You acknowledge that:
   i. we have Security Interests in the System and any Proceeds of the System;
   ii. the Security Interests are a purchase money security interest (as defined in the PPS Act); and
   iii. this System Contract constitutes a security agreement (as defined in the PPS Act) for the purposes of the PPS Act.

b. If required by us, you will comply with our reasonable requirements to enable us to register its Security Interests on the Personal Property Securities Register established under the PPS Act, with the priority we require, and to maintain the registration.

c. You acknowledge that we may perfect our Security Interests by lodging a financing statement (as defined in the PPS Act) on the Personal Property Securities Register established under the PPS Act.

d. All of the enforcement provisions of Chapter 4 of the PPS Act apply to all Security Interests created under or referred to in this System Contract.

e. For the purposes of sections 115(1) and 115(7) of the PPS Act (as applicable), we need not comply with sections 95, 121(4), 125, 130, 132(3)(d), 132(4), 135 or 137(3) of the PPS Act and sections 142 and 143 of the PPS Act are excluded.

f. We do not need to give you any notice under the PPS Act unless the notice is required by the PPS Act and that requirement cannot be excluded.

g. The parties agree that neither party will disclose to an "interested person" (as defined in section 275(9) of the PPS Act) or any other person, any information of the kind described in section 275(1) of the PPS Act. You will not authorise the disclosure of any information of the kind described in section 275(1) of the PPS Act.

21. UNSOLICITED CONSUMER AGREEMENTS

a. If this System Contract is an unsolicited consumer agreement (as that term is defined in the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (ACL), you also have a right to cancel this System Contract at any time within:
   i. 3 months from and including the day after you receive this System Contract if there has been a breach of sections 73, 74 or 75 of the ACL; or
   ii. 6 months from and including the day after you receive this System Contract if there has been a breach of sections 76 or 86 or Subdivision C of Division 2 of Part 3-2 of the ACL.

b. If you cancel this System Contract under this clause 21, the Solar Home Bundle Retail Contract will also automatically be cancelled and you will not be required to pay the System Exit Fee; and

c. You may have similar rights under state-based legislation.

22. TAXES

22.1 Goods and Services Tax (GST)

a. If GST is or will be payable by the supplier or the representative member of the GST group

of which the supplier is a member on a supply under or in connection with this System Contract, to the extent that the consideration otherwise provided for that supply under this System Contract is not stated to include an amount in respect of GST:

i. the consideration otherwise provided for that supply is increased by the amount of that GST; and

ii. the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided.

b. The right of the supplier to recover any amount in respect of GST under this System Contract on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient within the time period within which the recipient is otherwise entitled to the relevant input tax credit.

c. If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier within 14 days of becoming aware of the adjustment event:

i. may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving 7 days written notice;

ii. must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply to the extent that the supplier is entitled to a refund or credit from the Commissioner of Taxation; and

iii. must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the recipient within 28 days of the adjustment event.

d. Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this document must exclude the amount of GST referrable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.

22.2 Other taxes

You acknowledge that entering into this System Contract may have tax implications for you and you are urged to seek professional tax advice from a qualified professional in respect of the System Contract. By entering into this System Contract, you agree that we have not provided you with tax advice and that you are not relying on it to do so, and you waive all claims against us in respect of any adverse tax consequences.

23. ASSIGNMENT AND NOVATION

a. You cannot assign, transfer or otherwise dispose of any of the benefits or burdens of this System Contract or any other contract with us without our prior written consent.

b. We have the right to assign or novate, in whole or in part, (including the transfer of the System) any or all of our rights and obligations under this System Contract provided we consider, acting reasonably, that the transferee is able to perform the relevant obligations under this System Contract in accordance with its terms.

24. VARIATIONS TO THIS SYSTEM CONTRACT

a. We may amend this System Contract to:

i. reflect any laws, codes, regulatory guidelines or instructions by the relevant regulator that are amended or introduced after this System Contract commences; and

ii. make variations to this System Contract that are reasonably necessary to protect our

legitimate business interests, which include achieving optimal business efficiency and performance.

b. If we:

   i. amend this System Contract in a non-material manner that does not adversely affect you, we will make those changes on our website and make those changes available to you, or

   ii. amend this System Contract other than in accordance with clause 24(b)(i), we'll give you notice of the changes following which the amended terms set out in the notice will form part of this System Contract.

c. You consent to us amending this System Contract in accordance with this clause and you agree to comply with this System Contract as amended by that notice.

25. DISPUTE RESOLUTION AND COMPLAINTS

a. In the event of a dispute or complaint regarding this System Contract or marketing activity, please contact us on **1800 108 633** or **solar.battery.enquiries@energyaustralia.com.au**.

b. If you are dissatisfied with our response, you can:

   i. refer the matter to the Energy & Water Ombudsman NSW (EWON) on **1800 246 545**

   ii. submit a complaint to the Administrator of the New Energy Tech Code of Conduct. (For more information, visit **newenergytech.org.au/make-a-complaint**)

   iii. access an external dispute resolution scheme (where applicable) or to take a complaint to a government regulator.

26. FORCE MAJEURE

a. We will not be liable to you for any delay or failure to perform any obligation under this System Contract if the delay or failure is due to events which are beyond our reasonable control, including any strike or other labour problems (other than those involving Our employees), blockade, war, act of terrorism, civil unrest, riot, pandemic, flood, fire, earthquakes or other acts of God, failure or diminishment of utilities (including electricity) or of telecommunications, data or payments networks or services (including third-party services), or acts of government (including refusal of approval or a license by a government agency) (each a "**Force Majeure Event**").

b. We will notify you as soon as possible of any Force Majeure Event. If the Force Majeure Event lasts more than three (3) months, we will be entitled to terminate this System Contract under clauses 12.1(b)(v) or 12.3(c).

27. GENERAL

a. The System Contract is governed by the laws of the State or Territory in which the Premises are located and you agree to submit to the non-exclusive jurisdiction of the courts in that State.

b. Nothing in this System Contract shall be construed as implying that the relationship between you and us is that of partners or employer and employee. We acknowledge and confirm our position and relationship with you as independent contractor subject to the terms of this System Contract.

c. Notices under the System Contract must be sent in writing and delivered in person, via mail or sent electronically, but we may, in our discretion, accept a notice given orally by you to one of our representatives. Subject to accepting an oral notice from you, our contact details for you to contact us or send us a notice are as notified to you from time to time. A notice is taken to have been received:

i. on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case);

ii. on the date 2 Business Days after it is posted;

iii. on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically; or

iv. where we accept an oral notice from you, the date you give that notice.

d. The parties expressly consent and agree that this System Contract may executed by electronic signature (regardless of the form of electronic signature utilised). The parties agree that any such electronic signature will be treated, for purposes of validity, enforceability as well as admissibility, the same as hand-written signatures.

e. Our right to payment of the System Exit Fee, and our rights to transfer the System to you or remove, disconnect, lock-out or uninstall the System from or at the Premises survive the termination or expiry of this System Contract.

f. This System Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this System Contract and has no further effect. For the avoidance of doubt, nothing in this clause is intended to exclude liability for fraudulent misrepresentation or other representations which cannot be excluded by law or limit the operation of clause 14.3

g. If this document is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

h. Any failure by you or us to exercise any of our rights or powers under this System Contract is not a waiver of those rights or powers. A waiver is only effective if it is in writing.

28. DEFINITIONS AND INTEPRETATION

28.1 Interpretation

In this System Contract, unless the contrary intention appears:

a. any reference to us includes a reference to our authorised representatives;

b. a reference to this System Contract or another instrument includes any variation or replacement of either of them

c. clause headings are for convenience only and have no effect in limiting or extending the language of the provisions to which they refer;

d. words in the singular number include the plural and vice versa, "includes" means includes without limitation, and any gender includes the other genders;

e. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

f. monetary references are references to Australian currency;

g. a reference to legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;

h. the word "acknowledge" is to be interpreted as "acknowledge and agree";

i. no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;

j. a reference to:

i. a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

ii. a party includes the party's legal personal representatives, successors, assigns and

persons substituted by novation;

iii. any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

iv. an obligation includes a warranty or representation and a failure to comply with an obligation includes a breach of warranty or representation;

k. if the date on or by which any act must be done under this System Contract is not a Business Day, the act must be done on or by the next Business Day; and

l. Terms defined in the GST Law have the same meaning in this System Contract, unless the context otherwise requires.

28.2 Definitions

In this System Contract capitalised terms have the following meanings:

a. **Accredited Service Agent** means a person appointed by us or one of our Related Bodies Corporate and authorised in writing to act as an accredited service agent.

b. **Application Summary** means the 'Application Summary' set out at the end of the online application form and sent to you by email following submission of your application.

c. **Australian Consumer Law** means the text of Schedule 2 to the Competition and Consumer Act 2010 (Cth) as applied as a law in force in relation to your Premises.

d. **Battery** means the battery storage system forming part of the System.

e. **Business Day** means a day other than a Saturday or Sunday when the banks in Melbourne are open for business.

f. **Certificate of Electrical Safety** means a legal document issued by a registered electrical contractor or licensed electrician to record the details of the electrical work performed at your Premises, as required by applicable Australia law.

g. **Certificates** means small-scale technology certificates or large-scale generation; certificates (as applicable).

h. **Cooling-Off Period** means the cooling off period specified in clause 7.2.

i. **Commencement Date** means the date you submit your application with us via the online application form and in doing so give us your acceptance of these terms and conditions electronically, or in any other manner that is consistent with the law.

j. **Deeming Period** means the relevant period specified in regulation 19D of the Renewable Energy (Electricity) Regulations 2001.

k. **Energy Network** means any of Australia's principal energy transmission and distribution networks.

l. **Exit Date** means the date you are deemed to have exited this System Contract for the purpose of calculating the System Exit Fee, as specified by this System Contract or, if the System Contract does not specify, such date determined by us acting reasonably.

m. **Expiry Date** means the earlier of:

i. the date we notify you that your application has not been successful; and

ii. the seventh anniversary of the Installation Date.

n. **Force Majeure Event** has the meaning given in clause

o. **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

p. **GST Law** has the meaning given in the GST Act.

q. **Home Visit** means the site assessment that we undertake at Your Premises prior to the installation of your System.

r. **Installation Date** means the date on which the System is installed at the Premises, as notified by us to you.

s. **Installation Warranty** has the meaning given in clause 14.1(a).

t. **Loss** means any liability, loss, harm, damage, cost or expense.

u. **Online Profile Terms and Conditions** means the terms that apply to your online profile available here.

v. **Operate** means to operate, access (including remotely), inspect, monitor, update, replace and maintain.

w. **PPS Act** means the Personal Property Securities Act 2009 (Cth).

x. **Premises** the premises located at the Supply Address.

y. **Proceeds** has the same meaning as 'proceeds' in section 31 of the PPS Act. Security Interest means a security interest within the meaning of the PPS Act. Solar Home Bundle means the energy plan with us which you are applying to join.

z. **Site Design** has the meaning given in clause 6.3(a)(i) (where such site design may be modified in accordance with clause 9.1(d)).

aa. **Solar Home Bundle Retail Contract** means the contract that will be entered into between you and us for the supply of energy at the Supply Address if your application to join the Solar Home Bundle Product is accepted by us. It includes the EnergyAustralia Market Retail Contract along with the Solar Home Bundle Terms and Conditions and the Energy Plan Details.

ab. **Solar Home Bundle Product** means the Solar Home Bundle product described in the Application Summary and includes the Solar Home Bundle energy plan under the Solar Home Bundle Retail Contract and the supply and operation of the System under this System Contract. w

ac. **Supply Address** means the address specified in the Application Summary.

ad. **System** means the system referred to in the Application Summary and set out in detail as part of your Site Design.

ae. **System Contract** means this document.

af. **System Contract Term** means the period commencing on the Commencement Date and ending on the Expiry Date unless this System Contract is terminated earlier in accordance with its terms.

ag. **System Exit Fee** means the amount calculated in accordance with clause 13.

ah. **System Transfer Date** means the date on which the title to the System is transferred to you under clause 11.

ai. **System Value** means the system value specified in the Application Summary (plus the value of any Certificates if clause 17.1(d) applies).

aj. **VPP Platform** has the meaning given in clause 18.1(a).

ak. **"We"** and **"us"** and **"our"** means EnergyAustralia.

al. **Welcome Pack** means the welcome pack to the Solar Home Bundle Contract.

am. **Works** includes undertaking a home visit, upgrading your meter and installing, inspecting, operating, maintaining, updating and (if required) uninstalling or replacing the System.

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Effective April 2025.
EnergyAustralia Pty Ltd. ABN 99 086 014 968.