System Contract

System Contract Terms and Conditions

1. Introduction

The Contract sets out the terms and conditions on which you apply to join the On by EnergyAustralia Solar Plus Plan and, if your application is accepted by us, the terms on which you grant us a licence to the Licence Area to allow us to install and operate the System until the Expiry Date.

2. Parties, contact, definitions

a) This Contract is between:

i) EnergyAustralia Pty Ltd (ABN 99 086 014 968) (referred to as 'we', 'our' or 'us'); and

ii) You, the customer to whom this Contract applies as described in the Application Summary (referred to as "you" or "your").

b) If you have any questions about this Contract, please contact On by EnergyAustralia at:

Email: support@experienceon.com.au

Phone: 1800 108 633

c) Words in these terms and conditions which are capitalised are defined in clause 27.

3. Term

a) This Contract starts on the Commencement Date, which is the date you submit your application to join the On by EnergyAustralia Solar Plus Plan via the online application form, and in doing so, agree to the terms and conditions of this Contract.

b) Unless terminated earlier in accordance with its terms, this Contract ends on the Expiry Date, which is seven years after the Installation Date.

4. Your application

a) You warrant and represent to us that the information you have provided to us via the online application form is true and accurate in all material respects and you agree to notify us as soon as possible (and no later than within seven days) of any change in your circumstances as disclosed to us via the online application.

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

5. Desktop Assessment

a) In order to assess your application, we will undertake a desktop assessment of your eligibility and the Premises. The desktop assessment will include (but is not limited to):

i) verifying your household's average daily usage 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 your ownership 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 to verify its suitability for installation of the System.

b) You acknowledge and agree that:

i) EA Services, one of our related bodies corporate, may carry out:

A. a credit check or credit assessment on you; and

B. a title search on the Premises

to assess your eligibility for the Solar Plus Plan and from time to time during the Term.

ii) In undertaking a credit check or assessment, EA Services may use the personal information it obtains from the relevant credit reporting bureau (CRB), or personal information it derives from the information it obtains from the CRB (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, EA Services may disclose your personal information to a CRB for the purposes of obtaining credit reporting information about you.

iii) In order to carry out a title search, EA Services may disclose your personal information to an authorised NSW Land Registry Services information broker for the purposes of obtaining title information about the Premises.

iv) More information about credit checking is set out in the EnergyAustralia Credit Information Statement (available on the EnergyAustralia website at energyaustralia.com.au) and the relevant section of the EnergyAustralia Privacy (available on the EnergyAustralia website at energyaustralia.com.au), both of which apply to On by EnergyAustralia as a part of EnergyAustralia.

c) If EA Services conducts a credit check or title search and the results are not satisfactory to us, or if we otherwise determine as a result of the desktop assessment that you are ineligible for Solar Plus Plan or that the Premises is not suitable, then we may terminate the Contract in accordance with clause 9.

6. Site Assessment

a) As each property is different, we will need to conduct a site assessment at the Premises. One of our related bodies corporate, EA Home Services, will arrange for its Accredited Service Agent to attend the Premises for a site assessment.

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

c) If we determine as a result of the site assessment that the installation requires any additional items, or we determine that we cannot install the System or any additional items required to operate the System, then we may terminate the Contract in accordance with clause 9.

7. Acceptance of your application

a) If, following the desktop assessment and site assessment, we determine that your application has been successful, we will advise you of this in writing and issue you a Welcome Pack for the Solar Plus Plan.

b) You will have a 10 Business Day Cooling-Off period from the day after you receive the Welcome Pack and our Solar Plus Plan Retail Contract Terms and Conditions. You can cancel the Solar Plus Plan Retail Contract within the Cooling-Off Period 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.

c) If you cancel the Solar Plus Plan Retail Contract within the Cooling-Off Period this contract will automatically terminate.

8. Grant of licence

a) You agree to grant to us and our related bodies corporate a licence to use the Licence Area for the Term on the terms and conditions set out in this Contract.

b) You agree that we, our related bodies corporate, and any Accredited Service Agents, representatives and nominees may use the Licence Area for the purpose of undertaking a site assessment, installing, maintaining and operating the System and we may be required to run such cabling, wiring, conduit and support structures within or upon the Premises as are necessary for the safe, continuous and proper use of the Licence Area.

c) You consent to us, our related bodies corporate and any Accredited Service Agents, representatives and nominees, entering the Premises for the purposes of accessing or using the Licence Area and exercising our rights under the Contract provided we comply with any notice requirements under the Contract.

d) In consideration of you granting us the licence to use the Licence Area on the terms and conditions set out in this Contract, we will pay to you on demand the amount of $1.

9. Termination prior to installation of the System

a) You acknowledge that the installation of the System may be subject to pre-approval from your energy distribution company. Without limiting clause 9(b), if pre-approval is not provided by your energy distribution company, we may, in our sole discretion elect to terminate the Contract, and you will not be liable to pay the System Exit Fee.

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

i) at our discretion;

ii) pursuant to clause 5(c), 6(c) or 10(d); or

iii) because you become ineligible for the Solar Plus Plan or elect not enter into an energy supply contract with us for the Solar Plus Plan.

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

c) If we do not perform a site inspection or install the System within 6 months of the Commencement Date, either party may terminate the Contract by notice to the other party, and you will not be liable to pay the System Exit Fee.

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

e) If the Contract is terminated by us under clause 9(b)iii) or by you under clause 9(d), we reserve the right to charge you for the reasonable costs incurred by us prior to your cancellation, including but not limited to:

   i) any fee from the Accredited Service Agent in relation to the site assessment;

   ii) any fee from the Accredited Service Agent in relation to the cancelled installation;

   iii) fees incurred in relation to making a grid application;

   iv) the cost of any meter upgrades or changes; and

   v) any other fees paid to a third party, including your distributor.

f) You acknowledge that, where the Contract is terminated in accordance with this clause 9:

   i) we may have already transferred you to the Solar Plus Plan; and

   ii) upon termination you may no longer be eligible for the energy plan that you were on prior to being switched to the Solar Plus Plan and you will be transferred to a different plan in accordance with your Solar Plus Plan Retail Contract.

10. Installation and Connection of the System

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 accessing the Licence Area to install and connect the System within it.

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) EA Home Services' Accredited Service Agents will install the System in accordance with all relevant Laws, and any relevant manufacturer's instructions and specifications.

d) You acknowledge and agree that we may substitute one or more items or components of the System with an item or component of equivalent or better specifications to the part that was originally set out in the Application Summary. We will endeavour to inform you prior to the Installation Date if this is to happen. 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 Contract in accordance with clause 9.

e) 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.

f) EA Home Services, or its Accredited Service Agents, will take every reasonable precaution when installing the System in the Licence Area. However, you acknowledge that the installation of the System may affect any roof manufacturer's warranty and/or builder's warranty insurance.

g) 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 are under no obligation to install the System within any timeframe (or at all) and we may be delayed in completing installation due to matters beyond our reasonable control.

h) We will connect the System to the electricity distribution network.

i) You must not, and must take reasonable steps to ensure that others do not:

   i) directly or indirectly obstruct the Licence Area or the enjoyment of any rights granted to us under this 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.

j) You must do all things reasonably necessary to ensure that the System is connected to the internet at all times during the Term. 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. If the parts of the System required to be connected are not connected to the internet for an extended period, the necessary remote firmware upgrades may not be able to be activated, which may breach the warranty of the System.

11. Operation of System

a) You agree that EnergyAustralia owns the System and has the exclusive right to operate, access, monitor, update and maintain the System (including remotely) until the System Transfer Date.

b) We may need to physically attend the Licenced Area during the Term in order to inspect, monitor or maintain the System. We will use reasonable endeavours to give you at least 5 Business Days' notice of the date we intend do so.

c) You agree that 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.

d) 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 electricity supply).

e) You must not engage or allow any other person to maintain, upgrade or operate the System before the System Transfer Date.

12. Transfer of the System

a) We 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 Contract, on the Expiry Date, or if the Contract is terminated prior to the Expiry Date by us under clause 13(a) or validly by you under clause 13(b):

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); and

iii) we will not be required to remove the System from the Premises.

c) If the Contract is terminated prior to the Expiry Date for any other reason, you are required to pay the System Exit Fee under the terms of this Contract and title to the System will 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, we are 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.

d) 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 the applicable Laws.

13. When and how can the Contract be terminated?

a) We may terminate the Contract at any time before the Expiry Date by providing written notice to you and you will not be liable to pay the System Exit Fee.

b) Either party has the right to terminate this Contract at any time by notice to the other party if the other party commits a material breach of this 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 Contract is terminated by us under this clause 13(b), 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.

c) If the Solar Plus Plan Retail Contract ends according to its terms or you are transferred to another plan in accordance with the terms of the Solar Plus Plan Retail Contract prior to the Expiry Date:

   i) you will be liable to pay the System Exit Fee in accordance with clause 13(d) or 13(e); and

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

d) If the Solar Plus Plan Retail Contract ends 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 13Business Days of the date we notify you in writing of the System Exit Fee;

   ii) you wish to leave the Solar Plus 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 Plus Plan 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.

e) If you are transferred to another plan in accordance with the terms of the Solar Plus Plan Retail Contract – the Exit Date will be the date on which your 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.

f) If 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 pay the System Exit Fee in accordance with clause 13(h);

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 Contract will terminate once we receive the System Exit Fee.

g) 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 Premise):

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 13(h); and

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

h) If the System Exit Fee becomes payable under clause 13(f) or 13(g) 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.

i) A right to terminate the Contract is additional to any other right, power or remedy you or we might have.

14. System Exit Fee

Where payable under the terms of the Contact, 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

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 $15,500, the System Exit Fee will be calculated as follows:

$$\frac{1{,}612}{} \times \$15{,}500 = \$5{,}724.57$$

2,556

15. Manufacturer's Warranty

a) The manufacturer of the System or a component of the System may provide an express warranty against defects in relation to the System. If it does, then, until the System Transfer Date, we are responsible for:

   i) keeping any relevant documentation (including this Contract);

   i) complying with any terms of the relevant manufacturer's conditions of use that are provided to us;

   ii) completing and sending to the manufacturer any warranty documentation as required by the terms of the manufacturer's warranty; and

   iii) satisfying any requirements of the relevant manufacturer in relation to making a claim under the manufacturer's warranty.

b) We will use reasonable endeavours to transfer 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 warranty.

c) 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.

16. 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 and the Licence Area in a sum not less than $20,000,000 for any single event.

b) You must ensure that you have spare roof tiles in your possession, which you agree may be used in the event that tiles are broken during the installation of the System.

17. Our Liability

a) Except in relation to any implied condition, warranty or 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 that cannot be excluded by law (Non-Excludable 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 Contract.

b) Except in relation to the Non-Excludable Obligations or directly arising from a breach of this Contract, EnergyAustralia is not liable to you for any loss, harm, damage, cost or expense, including any indirect or consequential loss, arising directly or indirectly under or in connection with this Contract or the performance or non-performance under this Contract and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity.

c) To the extent permitted by law, EnergyAustralia's liability in relation to the Non-Excludable Obligations is limited to the repair or replacement of the System or a faulty component of the System.

18. Your Liability

Except in relation to any loss or damage covered under clause 16, you indemnify us against, and must pay us on demand the amount of, all losses, liabilities, costs, and expenses incurred by us:

a) as a result of any breach of this Contract by you (including any failure to pay an amount payable to us under the terms of this Contract) or any warranty or representation given by you under this Contract being false or incorrect; or

b) arising from any damage to the System caused by you.

19. Certificates

a) You acknowledge that, as the owner of the System until the System Transfer Date, we 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 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) If you receive Certificates as part of the installation of your System, and EnergyAustralia is 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.

20. Collection of data

You acknowledge that by having the System installed, you consent to the collection of certain information regarding use of the System. Examples of information collected includes: - Operation and system performance data of the battery storage system, and other products which operate with the battery storage system 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 by us and/or the manufacturer and may be shared amongst one another.

21. Metering

You acknowledge that:

a) we will need to upgrade the existing electricity meter at the Premises as part of installing the System; and

b) the upgrade of your meter under clause 21(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).

22. 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 energy to you and for customer 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, 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 Contract you also authorise your distributor to release to us previous energy usage data for your premises.

23. Personal Property Securities (PPS) Act

a) You acknowledge that:

   i) EnergyAustralia has 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 Contract constitutes a security agreement (as defined in the PPS Act) for the purposes of the PPS Act.

b) If required by EnergyAustralia, you will comply with EnergyAustralia's reasonable requirements to enable EnergyAustralia to register its Security Interests on the Personal Property Securities Register established under the PPS Act, with the priority EnergyAustralia requires, and to maintain the registration.

c) You acknowledge that EnergyAustralia may perfect its 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 Contract.

e) For the purposes of sections 115(1) and 115(7) of the PPS Act (as applicable), EnergyAustralia 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) EnergyAustralia does 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.

24. 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 Contract, to the extent that the consideration otherwise provided for that supply under this 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 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.

25. Assignment and novation

a) We may, in our sole discretion, novate or assign our interest in this Contract at any time.

b) You agree to take all necessary steps to effect an assignment or novation of this Contract in accordance with clause 25(a).

26. General

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

b) Notices under the 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) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);

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.

c) 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 Contract.

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

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

27. Definitions

In this Contract:

a) Any reference to EnergyAustralia includes a reference to EnergyAustralia's authorised representatives.

b) Capitalised terms have the following meanings:

Accredited Service Agent means a person appointed by EA Home Services and authorised in writing to that person to act as an accredited service agent.

Application Summary means the 'Application Summary' set out at the end of the online application form and sent to you by email along with this Contract following submission of your application.

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.

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

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

Cooling-Off Period means the 10 Business Days after you've entered the Solar Plus Plan Retail Contract with us in which you're free to change your mind and cancel the Solar Plus Plan Retail Contract and this Contract for any reason.

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.

Contract means this document

EA Home Services means EnergyAustralia Home Services Pty Ltd ABN 43 095 759 881.

EA Services means EnergyAustralia Services Pty Ltd ABN 73 081 074 160.

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

Expiry Date means the seventh anniversary of the Installation Date.

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

GST Law has the meaning given in the GST Act.

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

Licence Area means the area on your Premises where the System will be installed, and any other area reasonably required to connect the System to the Premises, the internet and the distribution network.

On by EnergyAustralia is a part of EnergyAustralia Pty Ltd ABN 99 086 014 968.

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

Premises the premises located at the Supply Address.

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 Plus Plan means the energy plan with On by EnergyAustralia which you are applying to join.

Solar Plus Plan 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 Plus Plan is accepted by us. It includes the EnergyAustralia Market Retail Contract Terms and Conditions along with the Solar Plus Plan Terms and Conditions and the Energy Plan Details.

Supply Address means the address specified in the Application Summary.

System means the system described in the Application Summary or as otherwise notified to you pursuant to clause 10(d).

System Exit Fee means the amount calculated in accordance with clause 14.

System Transfer Date means the date on which the title to the System is transferred to you either under clause 12(b) or 12(c).

System Value means the system value specified in the Application Summary (plus the value of any Certificates if clause 19(c) applies).

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

We and **us** and **our** means On by EnergyAustralia.

Welcome Pack means the welcome pack to the Solar Plus Plan Retail Contract.