



RAA Energy Solutions Terms & Conditions (Residential)

These terms and conditions together with Your Quote form a legal agreement between You and RAA (**Agreement**) and come into effect upon Your acceptance of the Quote in accordance with its terms.

1 Quote & Inspection

- (a) Following Your acceptance of the Quote and payment of the Deposit, we will arrange an inspection of the Premises to confirm:
 - (i) the existing electrical wiring and/or switchboard at the Premises are of a quality or standard that is compliant with relevant Australian electrical standards;
 - (ii) there are no deficiencies with the roof or roof mounts at or access to the Premises that may adversely affect the installation or operation of the Equipment;
 - (iii) the suitability of the Equipment for Your Premises; and
 - (iv) the validity of the information provided by You at the time of the Quote

(Pre-Installation Inspection).
- (b) If we are unable to confirm the matters set out in clause 1(a) at the Pre-Installation Inspection, we may withdraw the Quote by notice to You and RAA will refund Your Deposit.
- (c) Following the Pre-Installation Inspection RAA will either:
 - (i) confirm the Quote, in which case the system design provided in Your Quote will become the Final System Design; or
 - (ii) propose amendments to the Quote, including pricing, to address matters identified during the Pre-Installation Inspection, in which case the amended system design would become the Final System Design; or
 - (iii) withdraw the Quote.
- (d) If an amendment to the Quote is proposed, RAA will not proceed until You have accepted the Final System Design after which Your Quote will be replaced with the amended Quote.
- (e) If you do not consent to the amendment of Your Quote (and any variations to the system design from that provided in the original Quote You may withdraw Your Quote and RAA will refund any Deposit paid by You.

2 Information

- (a) You acknowledge and agree that the Quote is determined by a simulation of potential energy yields and resulting savings (used commonly in the solar industry) that:
 - (i) is based on the information You provide to RAA and is subject to our interpretation of that information;

- (ii) is based on weather averages and optimal performance of the Equipment we recommend for You and therefore subject to variability in an in-built environment;
 - (iii) does not reflect variability in actual energy use which may have a significant impact on potential savings;
 - (iv) is not provided as a guarantee of performance and RAA does not accept any liability if any estimated savings or energy yields are not met.
- (b) RAA does not:
- (i) warrant, guarantee or represent, the accuracy, adequacy or completeness of the information contained in the Quote; and
 - (ii) does not accept liability for any loss, damage, cost, expense or injury You or any third party suffers as a result of Your reliance on the information contained in the Quote, except to the extent such loss, damage, cost, expense or injury was caused or contributed to by RAA.
- (c) The Quote does not constitute financial advice and is not a substitute for professional financial advice in relation to a financial investment of any kind.

3 Supply, delivery and installation of Equipment

3.1 Purchase Price

RAA agrees to:

- (a) supply You the Equipment; and
- (b) provide the Installation Services,

in consideration for You paying the price set out in the Quote (**Purchase Price**).

3.2 Supply delivery and installation

- (a) RAA will use its reasonable endeavours to supply the Equipment and the Installation Services at the Premises in accordance with the timeframes specified in the Quote or otherwise advised after the Pre-Installation Inspection (**Scheduled Installation Date**).
- (b) Notwithstanding clause 3.2(a), You acknowledge RAA may need to change the Scheduled Installation Date as a result of:
 - (i) the Equipment being unavailable from relevant manufacturers and suppliers; or
 - (ii) the Installation Services being unable to be performed due to:
 - (A) weather conditions;
 - (B) access to the Premises being unavailable;
 - (C) unavailability of RAA Personnel;
 - (D) Installation Requirements not being satisfied;
 - (E) unanticipated issues arising in relation to the Premises; or
 - (F) other circumstances beyond the reasonable control of RAA,

and RAA will use its best endeavours to give You as much notice as reasonably possible of a need to change Your Scheduled Installation Date in such circumstances.

- (c) RAA reserves the right, with Your approval, to substitute comparable components that comprise the Equipment and if such substitute is not accepted by You, You may terminate this Agreement and You will be entitled to a full refund of any Deposit paid by You.
- (d) Where RAA becomes aware of any significant delay in meeting the Scheduled Installation Date, we will notify You to discuss options in relation to the delay.

3.3 Access

You must provide:

- (a) clear and sufficient access to the Premises at and throughout the Pre-Installation Inspection, the Scheduled Installation Date and any Equipment Audit to enable the RAA Personnel to perform the Installation Services in the areas designated in the Quote. For the purposes of this clause, clear and sufficient access includes ensuring that any large objects or obstructions are removed, any domestic pets, animals or wildlife are restrained or removed, the Premises are in a reasonably safe condition and access to electricity supply is available.
- (b) If the RAA Personnel encounter difficulty in gaining safe access to the Premises to perform the Installation Services or the presence of hazardous materials including but not limited to asbestos, and You did not notify RAA of the circumstances before You accepted the Quote, then:
 - (i) any additional costs incurred in ensuring the safety of RAA Personnel may be charged to You;
 - (ii) You may agree with RAA to re-book the Installation Services on a date after the relevant circumstances have been rectified at Your own cost; or
 - (iii) RAA may terminate this Agreement in accordance with clause 8.1 and refund any Deposit paid by You less any costs reasonably incurred by RAA.

3.4 Approvals or requirements for installation

- (a) RAA's obligation to perform the Installation Services at the Premises will be subject to You obtaining or fulfilling the following approvals or requirements prior to the Scheduled Installation Date:
 - (i) grid-connection pre-approval granted by SA Power Networks;
 - (ii) confirmation of the request for the installation of a smart electricity meter (**Smart Meter**) at the Premises following installation;
 - (iii) confirmation that the Premises has adequate internet connectivity;
 - (iv) written appointment of a third party to act on your behalf to remotely control the disconnection of your Equipment from, and reconnection to, the distribution network as set out in clause 5; and
 - (v) any required local government or body corporate (as applicable) planning, building or heritage approvals or other authorisation,

(Installation Requirements) which must be satisfied by You on or prior to the Scheduled Installation Date.
- (b) You must inform RAA if any Installation Requirements have not been met or obtained as soon as possible before the Scheduled Installation Date.

- (c) RAA may terminate this Agreement in accordance with clause 8.1 if any Installation Requirements have not been obtained before the Scheduled Installation Date or as otherwise agreed with RAA if in RAA's reasonable opinion the lack of or nature of the Installation Requirements make it impracticable for RAA to perform the Installation Services at the Premises. In such case you will be entitled to a full refund of any Deposit paid by You less any costs reasonably incurred by RAA.

3.5 Risk and title to the Equipment

- (a) Risk of loss or damage to the Equipment passes to You once it has been installed at the Premises.
- (b) Title in the Equipment passes to You on receipt of payment in full by RAA of the Purchase Price.

3.6 Operational Manual

Within 7 days of completion of the Installation Services, RAA will provide You with a manual (**Operational Manual**) which will include:

- (a) information and advice about how to measure the performance of the Equipment;
- (b) terms and conditions and warranty information applicable to each piece of Equipment; and
- (c) how and when to maintain the Equipment, including the provision of relevant maintenance documentation.

3.7 Equipment audit

- (a) RAA may by reasonable notice to You request that the Equipment be audited by an independent electrical engineer/inspector appointed by RAA at any time after installation (including before it is used) to ensure compliance and quality control of the Equipment and Installation Services (**Equipment Audit**).
- (b) You agree to provide clear access for any such Equipment Audit in accordance with this clause 3.3.

4 Rebates, Tariffs and Credits

4.1 STC's

- (a) Small-scale Technology Certificates (**STC's**), form part of the Australian Renewable Energy Target and help reduce the upfront cost of installing a solar PV system. STCs are a form of currency that is allocated to You when you install a solar PV system. One STC is equivalent to one megawatt-hour of electricity generated and the value changes with market conditions. On the day of installation you will be asked to sign a document which authorises RAA or its chosen agent to exchange the certificates on your behalf.
- (b) The:
 - (i) number of STC's which would be created upon installation of Your Equipment; and
 - (ii) the total value of the financial benefit for the STC's applicable to Your Equipment (**STC Discount**),

is displayed in Your Quote, and the STC Discount is automatically applied in determining Your the Purchase Price.

- (c) If You wish to obtain the benefit of the STC Discount, You must sign a document which essentially assigns the STC's to RAA or its chosen agent and authorises them to exchange the STC's on Your behalf.
- (d) Although the final value of Your STC's will depend on RAA or its nominated agent finding a buyer, if You assign Your STC's to RAA or its chosen agent, the STC Discount included in Your Purchase Price will remain valid until the Quote expires and will be fixed once you accept the Quote.
- (e) If You do not wish to assign Your STC's to RAA or its chosen agent, You also have the option to sell STCs through the STC clearing house at a fixed price of \$40.
- (f) If You wish to sell Your STC's through the STC clearing house, You must create a Rec Registry account with the Clean Energy Regulator. You will then need to have the STC's validated and registered. The STC's are not guaranteed to sell and will only sell if the buyers exceed sellers in the Clearing House STC market. RAA cannot facilitate selling STCs in the clearing house.
- (g) If you do not assign the STCs to RAA or its chosen agent, the STC Discount will be removed from Your Quote and Your Purchase Price will increase by the amount of the STC Discount.
- (h) You must advise RAA prior to Installation whether You wish to assign Your STC's to RAA or its chosen agent or whether You intend to retain Your STC's so that RAA can finalise the Purchase Price.

4.2 **Battery Rebate**

- (a) You acknowledge that, if Your Equipment includes a battery, the Purchase Price has been determined inclusive of any government rebates and incentives issued under the South Australian Government's Home Battery Scheme (**Battery Rebate**) and therefore the supply and installation of the Equipment at the Purchase Price is subject to You:
 - (i) being eligible to receive the Battery Rebates for the Equipment under the relevant Scheme; and
 - (ii) assigning (to the extent permitted by law) all right, title and interest in the Rebates to which You would otherwise be entitled for the Equipment to RAA (or any third party nominated by it).
- (b) For the purpose of this clause 4.2, You:
 - (i) agree to provide all information, execute all documents and do all such things necessary to enable RAA (or a third party nominated by it) to become entitled to, or recover, the Rebates and Credits with respect to the Equipment; and
 - (ii) consent to RAA (or a third party nominated by it) submitting Your personal information contained in Your Quote to the South Australian Government (or any party appointed by it to administer the Home Battery Scheme from time to time) as necessary to obtain or recover the Rebates and Credits and acknowledge that such information may become subject to freedom of information as applicable to South Australian Government agencies.
- (c) If You are not eligible for the Battery Rebate, You acknowledge that RAA may adjust the Purchase Price for Your Equipment (including the issue of a further invoice) and You must pay any adjusted amount within 10 Business Days.

4.3 Tariffs

- (a) Following installation of Your Equipment Your electricity tariff rates may change and You should contact Your electricity retailer:
 - (i) before accepting Your Quote to check what new electricity tariff rates may apply; and
 - (ii) after installation of Your Equipment to confirm that the agreed tariff has been applied.
- (b) RAA provides no representation or warranty as to the tariff rates which may apply in respect of Your Equipment and any Quote is based on an estimate only and should always be confirmed with Your electricity retailer.

5 Appointment of Relevant Agent

- (a) This clause 5 applies to Equipment installed or replaced (other than under warranty) on or after 28 September 2020.
- (b) You must authorise a third party in writing from a list of approved agents issued by the Office of the Technical Regulator to act as your agent (**Relevant Agent**) to manage the remote disconnection and reconnection of your Equipment to the distribution network where directed by the network regulator in a power system emergency.
- (c) RAA may assist you identify parties that have been approved to act as a Relevant Agent in relation to the component(s) specific to Your Equipment, by referring You to the register maintained by the Office of the Technical Regulator.
- (d) You must notify RAA of your appointed Relevant Agent prior to installation.
- (e) You acknowledge and agree that:
 - (i) You contract directly with the Relevant Agent on the terms and conditions of the Relevant Agent (**Agent's T&Cs**) and it is Your responsibility to confirm if the Agent's T&Cs are suitable for your circumstances;
 - (ii) RAA is not responsible for any payment or the performance of any obligation under the Agent's T&Cs;
 - (iii) the Agent's T&Cs may vary from time to time and the Relevant Agent may charge You fees to remotely manage the connection of your Equipment to the network;
 - (iv) You can terminate the contract formed between you and the Relevant Agent in accordance with the Agent's T&Cs and contract with an alternate Relevant Agent; and
 - (v) it is Your responsibility to ensure adequate internet connectivity at Your Premises to support the remote management of your Equipment's connection to the network.

6 Monitoring

- (a) The Equipment includes an energy monitoring device (**Monitoring Device**) that once installed generates data on Your energy consumption and generation and the performance of the Equipment (**System Data**) and remotely sends it via the internet to the Data Collector.

- (b) You agree to the Data Collector monitoring Your System Data and providing You with certain notifications regarding energy savings and outages or problems identified with Your Equipment, unless You advise the Data Collector otherwise (**Monitoring Notifications**).
- (c) You acknowledge and agree that:
 - (i) Your use of the Monitoring Device is subject to the terms and conditions of the Data Collector available from the Data Collector and RAA, and provided to You as part of the Operational Manual (**Data Collector's T&Cs**);
 - (ii) You contract directly with the Data Collector on the Data Collector's T&Cs in relation to the Monitoring Device and Monitoring Notifications;
 - (iii) the Data Collector's T&Cs (including pricing) may vary from time to time and the Data Collector is responsible for determining any fees applicable to the Monitoring Services; and
 - (iv) You can terminate the contract formed between You and the Data Collector under the Data Collector's T&Cs by providing notice to the Data Collector of such termination.
- (d) You further acknowledge and agree that:
 - (i) any Monitoring Notifications are provided to You directly by the Data Collector;
 - (ii) to get the full benefit of the Monitoring Device and Monitoring Notifications You may be required to undertake additional steps to grant permissions and set up the Monitoring Device, including but limited to installing a mobile application and ensuring adequate internet connectivity; and
 - (iii) the Data Collector will provide RAA with access to Your System Data for use by RAA for its own business purposes and in accordance with clause 9.

7 Price and payment terms

7.1 Purchase Price

- (a) The Purchase Price is set out in the Quote.
- (b) The Purchase Price is inclusive of GST and all government taxes, charges and Rebates and Credits, less any RAA Member discount (if applicable).

7.2 Payment

- (a) You agree to pay the Purchase Price as follows and in accordance with the methods specified in the Installation Invoice:
 - (i) a deposit of \$500 at the time of accepting the Quote (**Deposit**); and
 - (ii) the balance of the Price within 14 days of the date of the Installation Invoice, including any other fees and charges payable by You (if any) under this Agreement.
- (b) If You do not pay the Purchase Price and any other fees and charges payable under this Agreement by the due date specified on the Installation Invoice, RAA reserves the right after issuing a late payment reminder to charge interest on the overdue payment at the rate of 2% above the rate of interest charged by RAA's banking institution on overdrafts of that amount, calculated on a daily basis or otherwise recover from You any reasonable costs incurred by RAA in recovering the unpaid Purchase Price.



- (c) Until RAA has received payment of the Purchase Price for the Equipment in full, You must:
 - (i) keep the Equipment in a safe location and in good condition and repair;
 - (ii) not sell, lease or otherwise deal with or encumber the Equipment or any part of the Equipment;
 - (iii) comply with all laws applicable to the possession of the Equipment;
 - (iv) not move or modify the Equipment without RAA's prior consent; and
 - (v) notify RAA immediately if the Equipment is lost, stolen or damaged.

7.3 GST

Unless otherwise expressly indicated, all prices, or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.

7.4 Refund

RAA will provide a full refund to You where you or RAA withdraw your Quote as permitted by clause 1 or You terminate this agreement under clause 8.2.

7.5 Finance Condition

- (a) If You are separately obtaining finance to pay the Purchase Price, you may request a Finance Condition.
- (b) The request for a Finance Condition must be made to RAA in writing within 2 days of You accepting the Quote.
- (c) RAA will notify You if the request for a Finance Condition is accepted within 2 days of receiving a written request from You.
- (d) If the request is accepted by RAA, the following Finance Condition is deemed to be incorporated into this Agreement:
 - (i) Your purchase of the Equipment and Installation Services is subject to You obtaining separate finance in an amount satisfactory to fulfil Your obligations to pay the Purchase Price (**Finance Condition**).
 - (ii) Within 7 days of the acceptance of the Quote You must confirm to RAA whether the Finance Condition has been satisfied and if so, at the same time provide RAA with sufficient information to verify the satisfaction of the Finance Condition.
 - (iii) If You do not notify RAA that the Finance Condition has been satisfied in accordance with subclause 7.5(d)(ii), or if RAA notifies You that it is not satisfied with the verification information provided, then either party may terminate this Agreement by notice to the other with immediate effect and any Deposit paid by You will be refunded by RAA. https://raa.service-now.com/x_raasa_contracts_counterparty_list.do?sysparm_userpref_module=2699be30db6ee30083c3413b3a961995&sysparm_clear_stack=true

8 Termination

8.1 Termination by RAA

RAA may terminate this Agreement immediately on giving You written notice if:

- (a) You fail to pay by the due date the Purchase Price or any other fees and charges authorised by You under this Agreement as set out in the Installation Invoice;
- (b) You cease to own the Premises before the installation of the Equipment has been completed;
- (c) the circumstances set out in clause 3.3(b)(iii) or clause 3.4(c) apply;
- (d) You breach a term of this Agreement that in RAA's reasonable opinion is not capable of remedy or that is capable of remedy but You have failed to remedy that breach within 7 days of RAA giving You notice of such breach; or
- (e) You are the subject of any bankruptcy proceedings, are declared bankrupt or otherwise become unable to pay Your debts as and when they become due.

8.2 Termination by You

You may terminate this Agreement on giving RAA written notice if:

- (a) the Installation Services are not delivered on or before the Scheduled Installation Date due to reasons within the control of RAA or the Installation Partner or as otherwise agreed in writing by You and RAA and such delay was within the reasonable control of RAA;
- (b) You do not receive the Final System Design within 10 Business Days of your Pre-Inspection or you do not consent to the Full System Design;
- (c) RAA or the Installation Partner are required to seek grid connection approval on Your behalf, and fail to do so, and as a result You do not receive approval from Your distributor to connect the Equipment;
- (d) additional chargeable work arises after the Pre-Inspection which was not specified in the Quote or Final System Design which will not be covered by RAA or the Installation Partner, and You have not consented to these costs; or
- (e) RAA breach a term of this Agreement that in Your reasonable opinion is not capable of remedy or that is capable of remedy but RAA has failed to remedy that breach within 7 days of You giving RAA notice of such breach;
- (f) the circumstance in clause 3.2(c) of this Agreement applies; or
- (g) if RAA amends this Agreement pursuant to clause 13(c), and that amendment has a materially detrimental impact on You.

8.3 Other termination rights

Notwithstanding clauses 8.1 and 8.2, the parties acknowledge that they each have a termination right in accordance with the circumstances set out in clause 7.5(d)(iii).

8.4 Consequences of termination

- (a) If this Agreement is terminated:
 - (i) in accordance with clause 8.1, then:
 - (A) RAA (in addition to other remedies at law) may immediately take back possession of the Equipment (unless title to the Equipment has passed to You);
 - (B) You will bear any reasonable costs incurred by the RAA Personnel as a consequence of taking back possession of the Equipment; and

- (C) RAA may retain any part of the Purchase Price paid by You as at the date of termination to cover the reasonable costs incurred by RAA until termination (and refund any part of the Purchase Price paid by You not required to cover the reasonable costs incurred by RAA until termination); or
 - (ii) in accordance with clause 8.2(a), then You will be entitled to a full refund of any Deposit paid by You, or in accordance with clause 8.2(e), then You will be entitled to any amount of the Purchase Price paid, including any Deposit paid; or
 - (iii) in accordance with clause 8.2(f) or clause 8.3, then you will be entitled to a full refund of any Deposit paid by you and RAA may immediately take back possession of any Equipment supplied to You;
 - (iv) in accordance with clause 8.2(g), if such termination occurs prior to the Installation of the Equipment at the Premises, You will be entitled to a refund of any part of the Deposit paid by You as at the date of termination.
- (b) On termination this Agreement will cease to have any force or effect except for the provisions of this clause 0 and any other rights and obligations under this Agreement which are intended to continue after the termination of this Agreement.
- (c) Termination of this Agreement will be without prejudice to the rights of any party against the other in respect of anything done or omitted under this Agreement before termination or regarding any sums or other claims outstanding at the time of termination.

9 Privacy Laws

- (a) RAA Personnel may collect and handle Your personal information (as defined in the *Privacy Act 1988* (Cth)) including information in relation to Your home, energy consumption and data generated or content available through Your use of the Equipment in accordance with the *Privacy Act 1988* (Cth) and will deal with such information in accordance with the RAA Privacy Policy for the purpose of:
 - (i) issuing the Quote;
 - (ii) supply of the Equipment and the Installation Services; and
 - (iii) obtaining the benefit of the STC's and Battery Rebate.
- (b) RAA may disclose personal information to RAA Personnel, the Data Collector and other parties who provide services to RAA including those who assist in the provision of the Quote, supply the Equipment and the Installation Services and monitor the System Data and provide the Monitoring Notifications.
- (c) If You do not provide the information requested, RAA Personnel or its third party service providers may not be able to provide the Quote, supply the Equipment and the Installation Services or provide the Monitoring Notifications.
- (d) You warrant that You are authorised by any co-owner of the Premises to provide their personal information in relation to the purchase of the Equipment and the Installation Services and the supply and use of the Monitoring Device, including collection of System Data and provision of Monitoring Notifications.
- (e) The RAA Privacy Policy contains information about how You may seek access to or correct personal information that RAA holds about You. You may request access to the information collected by RAA by contacting RAA on (08) 8202 4988.

10 Warranties

10.1 System Warranty

Notwithstanding any warranty for the Equipment provided by the manufacturer or under any Law, subject to this clause 10, RAA warrants that the Equipment will be:

- (i) be suitable for installation and/or use;
- (ii) be of good merchantable quality and fit for purpose for which it is supplied;
- (iii) be free from Defects and omissions in material, design or workmanship, allowing for reasonable performance degradation in line with the manufacturer specifications

for a period of 5 years on and from the Installation Date (**System Warranty**). This System Warranty exists over and above rights You as a consumer have under consumer guarantees in Australian Consumer Law.

10.2 Installation Services

Subject to this clause 10, RAA warrants that the Installation Services will be of a reasonable standard and consistent with industry practice and all relevant Australian Standards including but not limited to AS 3000, AS 5033 and AS 4777 for a period of 5 years after completion of the Installation Services by RAA Personnel (**Installation Warranty**).

10.3 No liability

- (a) RAA will have no liability under the System Warranty or Installation Warranty to the extent the matters giving rise to any claim were caused by:
 - (i) the modification or alteration of any of the Equipment or Installation Services carried out by anyone other than RAA Personnel;
 - (ii) any failure by You to keep the Equipment or Premises in a state of reasonable repair;
 - (iii) reasonable performance degradation in line with manufacturers specifications; or
 - (iv) any other circumstance beyond the reasonable control of RAA Personnel.

10.4 Claim

- (a) If You consider that the Equipment does not comply with the System Warranty or the Installation Warranty You must contact RAA with details of Your claim as soon as possible after You identify such non-compliance and no later than 5 Years after the Installation Date.
- (b) Upon receipt of any warranty claim RAA Personnel will:
 - (i) take all reasonable steps to enforce such claim under the Manufacturer's Warranties on Your behalf; or
 - (ii) investigate the claim, and subject to other remedies available to You at law, either:
 - (A) correct the defective workmanship and repair or replace parts of the Equipment or Your Premises damaged as a result of the breach of Installation Warranty; or

- (B) pay the cost for the matters detailed in clause 10.4(b)(ii)(A) to be done.
- (c) You agree to permit RAA Personnel to access the Premises as reasonably required and on reasonable notice to permit the assessment of any claim under this clause 10 and, if necessary, repair or replace any defective Equipment or correct any defective workmanship.

11 Liability and indemnity

11.1 RAA's liability

- (a) To the maximum extent permitted by law RAA:
 - (i) disclaims any warranty in relation to the Equipment, Installation Services, or Monitoring Device (whether express or implied) and any other goods or services provided to You under this Agreement, other than those warranties set out in clause 10.
 - (ii) will not be liable for any loss of time, loss of anticipated savings, loss of opportunity or inconvenience however caused, or any indirect, consequential loss or damage incurred or suffered by You or a third party in respect of the Equipment, Installation Services or Monitoring Device and any other goods or services provided to You under this Agreement.
- (b) Nothing in this Agreement restricts or modifies any right or remedy available to You under the Australian Consumer Law. To the maximum extent permitted by law, RAA's liability under this Agreement is limited to (at RAA's election):
 - (i) in the case of the Equipment:
 - (A) the replacement of the Equipment or the supply of equivalent Equipment;
 - (B) the repair of the Equipment; or
 - (C) the payment of the cost of replacing the Equipment or acquiring equivalent Equipment; and
 - (ii) in the case of the Installation Services:
 - (A) the supply of the Installation Services again; or
 - (B) the payment of the cost of having the Installation Services supplied again.
- (c) To the maximum extent permitted by law, RAA will not be liable for loss or damage to any real or personal property located at the Premises or for any fault or defect in the Equipment that arises out of:
 - (i) any misuse or damage to such property or Equipment by You or any other person (other than RAA Personnel);
 - (ii) Installation Services carried out by RAA Personnel on surfaces at the Premises that RAA previously identified as being fragile or brittle;
 - (iii) any atmospheric discharge;
 - (iv) flood or water damage, however caused;

- (v) inaccurate or incomplete data supplied by You;
- (vi) any failure by You or a co-owner of the Premises to maintain the Premises in a manner that ensures no obstruction to the operation of the Equipment;
- (vii) unauthorised repairs, modifications or additions;
- (viii) faulty or unsafe operation by You of the Equipment or any other equipment at Your Premises;
- (ix) failure to operate as a result of or in connection with climate conditions that could not have been reasonably anticipated having regard to the location of the Premises and recorded weather patterns; or
- (x) any other cause outside of the reasonable control of RAA,

except to the extent the loss or damage was caused by or contributed to by RAA's breach of this Agreement or RAA's negligent act or omission.

- (d) Specifically in relation to the use of the Monitoring Device, System Data or Monitoring Notifications and to the maximum extent permitted by law, RAA will not be liable for:
 - (i) any lost savings or other consequence arising out of or in connection with Your use of the Monitoring Device;
 - (ii) any interruptions in the proper functioning of any telecommunications service or internet connectivity used to operate the Monitoring Device; or
 - (iii) any data or other charges associated with the use of the Monitoring Device.
- (e) The limitations and exclusions set out in this clause do not apply to any liability of RAA for wilful misconduct, fraud or gross negligence.

11.2 Indemnity

You indemnify RAA, its related bodies corporate, RAA Personnel and its third party service providers and each of their directors, officers and employees against all actual or threatened loss, damage, action, claim or demand (including the cost of defending or settling any action, claim or demand) which may be brought against any of them including for:

- (a) a breach of this Agreement (including any warranty) by You;
- (b) Your use of the Equipment; and
- (c) any wilful, unlawful or negligent act or omission by You,

and such indemnities survive termination of this Agreement.

Your indemnity will be reduced proportionately to the extent that RAA's breach of this Agreement or negligent act or omission caused or contributed to the loss, damage, action, claim or demand.

12 Feedback and Complaints

12.1 How to provide feedback or make a complaint

Where you wish to provide feedback or raise a complaint in relation to Your Equipment or the Installation Services please contact an RAA Solar consultant on 8202 8078 or via email energysolutions@raa.com.au (**Complaint**).



12.2 Resolution of Complaint

Upon receipt of Your Complaint RAA will:

- (a) log, record and confirm receipt of Your Complaint for follow up;
- (b) advise an expected timeframe for resolution of Your Complaint, which must not exceed 21 days (**Resolution Period**).

12.3 Timing

- (a) RAA will endeavour to provide an outcome for Your Complaint within the Resolution Period.
- (b) If RAA requires an extension to the Resolution Period RAA provide written notice of the extension to You, no later than 5 days prior to the expiry of the Resolution Period, and RAA may only extend of the Resolution Period up to a total of 45 days from receipt of Your Complaint.

12.4 Outcome

RAA will advise of the outcome for Your Complaint in writing.

12.5 Internal Escalation

- (a) If the written outcome of Your Complaint is not acceptable to You, You may request an escalation of Your Complaint by contacting Your RAA Consultant.
- (b) Where You request an escalation of Your Complaint, the RAA Consultant will escalate Your Complaint to the Senior Manager Solar who will confirm in writing the escalation of Your Complaint.
- (c) The Senior Manager Solar will review Your Complaint and the outcome and provide a response and further outcome for Your Complaint within 21 days of the escalation of Your Complaint.

12.6 External Resolution

If You are not satisfied with the Outcome provided by the Senior Manager Solar, You may refer Your Complaint to:

- a. SA Consumer and Business Services on 131 882
- b. Energy and Water Ombudsman on 1800 665 565
- c. Clean Energy Council on (03) 9929 4100

12.7 Clean Energy Council Approved Solar Retailer Code of Conduct

RAA will use all reasonable endeavours to comply with the Clean Energy Council Code of Conduct for Approved Solar Retailers. This is a non-prescribed voluntary code of conduct that aims to promote best practice measures and activities for retail businesses selling solar photovoltaic (PV) systems.

13 General

- (a) This Agreement is governed by and is to be construed in accordance with the laws of South Australia. The parties irrevocably and unconditionally submit to the non-

exclusive jurisdiction of the courts of South Australia. The parties will attempt to settle any disputes in an amicable manner by conducting good faith discussions first.

- (b) RAA reserves the right to amend this Agreement at any time by RAA notifying You by email (other than the amount of the Purchase Price or the Deposit, which RAA will only amend with Your agreement), in which case Your rights in clause 8.2(g) will apply. Any such amendment will come into force no earlier than 30 days after being communicated to You.
- (c) A party to this Agreement will not be liable for any delay or failure to perform any of its obligations under this Agreement (other than any obligation on You to pay an amount due under this Agreement) if and to the extent that such delay or failure is caused by an act or circumstance beyond its reasonable control.
- (d) A term or part of a term in this Agreement that is void, illegal or unenforceable may be severed from the Agreement without affecting the validity and enforceability of the remainder of the terms of this Agreement.
- (e) Any notice required to be served on a party may be served personally, sent by email or letter addressed to that party at the party's address specified in the Quote.
- (f) RAA may subcontract the performance of all or any of its obligations under this Agreement to any person or entity.

14 Definitions

In this Agreement:

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Contractor means DB Solar Pty Ltd as trustee for the Lovell Family Trust trading as Living Energy Solutions ABN 24 708 252 523 and holder of SA Licence No. BLD233571, Lovell Electrical Pty Ltd (ABN 23 602 445 474) and/or any other third party appointed or approved as a contractor, subcontractor or service provider by RAA from time to time.

Data Collector means the party that collects and monitors the System Data and provides the Monitoring Notifications.

Defect means a defect, error or malfunction that causes the Equipment to not comply with or not perform in accordance with any specifications set out in the Quote or Operational Manual.

Deposit has the meaning given in clause 7.2(a)(i).

Equipment means the goods and other components described in the Quote to be installed at the Premises.

Equipment Audit has the meaning given in clause 3.7(a).

Finance Condition has the meaning given in clause 7.4.

Final System Design means the final system design for your Equipment including the Quote and any variations required following the Pre-Installation Inspection.

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

Installation Invoice means the valid tax invoice issued by RAA after completion of the Installation Services at the Premises.



Installation Requirements has the meaning set out in clause 3.4.

Installation Services means the services listed in the Quote and includes installation of the Equipment at the Premises.

Installation Warranty has the meaning given in clause 10.2.

Manufacturer's Warranty has the meaning given in clause 10.1.

Monitoring Device has the meaning given in clause 6(a).

Premises means the residential premises nominated in the Quote at which the Equipment and the Installation Services are to be supplied.

Quote means the quote for the Equipment and Installation Services issued by RAA and signed or otherwise accepted by You.

Purchase Price has the meaning given in clause 3.1.

RAA, we or us means Royal Automobile Association of South Australia Incorporated ABN 90 020 001 807.

RAA Member means an individual who holds a current RAA membership.

RAA Personnel means employees of RAA and includes its Contractor.

RAA Privacy Policy means the RAA privacy policy available at raa.com.au.

Relevant Agent has the meaning given in clause 5.

Scheduled Installation Date has the meaning in clause 3.2(a).

Smart Meter has the meaning given in clause 3.4(a)(ii).

System Data has the meaning given in clause 6(a).

Technical Regulator has the meaning given in the *Electricity Act 1996* (SA).

You, Your or Customer means the customer named in the Quote.