



Terms & Conditions

V2.4 Smart Energy Group Pty Ltd 2025

Definitions

In these terms and conditions, unless the context clearly indicates otherwise:

- 1.1. Additional Costs means additional costs or expenses charged or incurred (in addition to the Price) in accordance with clause 4.6, 7.6, 8.2 or as permitted under this Agreement;
- 1.2. Agreement means the Quote, Order Form, these Terms and Conditions, the System Specifications and the Site Specific System Design;
- 1.3. Balance has the meaning given in the Order Form, being the Price less the value of any Deposit paid;
- 1.4. Business Days means any day that is not a Saturday, Sunday or a public or bank holiday in the state or territory where the Site is located;
- 1.5. Complaints Procedure means the Contractor's procedure for handling complaints, as set out in the complaints procedure guide (a copy of which is available to the Customer upon request).
- 1.6. Cooling-off Period means the period of 10 Business Days after the date the Customer signs the Order Form, during which the Customer may terminate this Agreement without penalty;
- 1.7. Contractor, we mean Smart Energy Group Pty Ltd (ACN 615 998 377), Contract Licence number. 310144C;
- 1.8. Customer, means the party named in the Order Form, for whom the Works will be carried out. Customer is also taken to include Owner, for the purposes of this Agreement;
- 1.9. Deposit means the amount specified in the Order Form (Maximum 10%);
- 1.10. Goods means the various parts, materials, components, appliances and/or equipment which make up the System;
- 1.11. Install Date means the date of practical completion of the installation of the System by the Contractor as specified in the Order Form (or such other date as agreed by the parties in writing or varied in accordance with this Agreement);
- 1.12. Order Form means the order form setting out the details of the PV solar system as signed or approved by the Customer;
- 1.13. Payment Plan means the payment plan nominated by the Customer in the Order Form for payment of the Price by instalments (if any);
- 1.14. Owner means registered proprietor of the property at which the Works shall be carried out.
- 1.15. Price means the System Total specified in the Order Form and any other amounts payable under this Agreement;
- 1.16. Privacy Act means the Privacy Act 1988 (Cth);
- 1.17. Privacy Policy means the Contractor's privacy policy, available at <https://www.smartenergygroup.com.au/privacy-policy/>;
- 1.18. Quote means the solar system installation proposal and quote provided to the Customer by the Contractor in respect of the PV solar system;
- 1.19. Site means the location for the installation of the System, as specified in the Quote;
- 1.20. Site Specific System Design means the solar solution and design and estimated energy yield prepared by the Contractor in respect of the proposed installation of the PV solar system at the Site and provided to the Customer before the end of the Specification Period, modified in accordance with this Agreement;
- 1.21. Specification Period means the expiry of 5 clear business days of the Customer receiving a signed copy of this Agreement.
- 1.22. STC means Small-scale Technology Certificates, being tradable certificates which can be created, traded or assigned in exchange for an upfront discount off the cost of eligible systems or a cash payment, and which are provided as a government incentive to help reduce the upfront cost of installation;
- 1.23. System means the PV solar system described in the Order Form, the System Specifications and the Site Specific System Design;
- 1.24. System Specification means the system specification set out in the Quote, or as provided to the customer by the Contractor before the end of the System Specification Period;
- 1.25. Warranty Policy means the Contractor's goods and services warranty policy (a copy of which is attached to this Agreement).
- 1.26. Work means the work identified in the Order Form which is to be carried out by the Contractor under this Agreement
- 1.27. 1.27. Hot Water Heat Pump (HWHP) means the system designed to heat water using renewable energy, as specified in the Order Form.
- 1.28.
- 1.29. 1.28. HVAC System means the heating, ventilation, and air conditioning system, including air conditioners, as specified in the Order Form.
- 1.30.
- 1.31. 1.29. Energy Efficiency Rating (EER) means the efficiency rating applicable to HWHP and HVAC systems under Australian standards.

2. Nature & subject of contract

- 2.1. This Agreement covers the supply and installation of the System, including Hot Water Heat Pumps and HVAC Systems, at the Site by the Contractor in consideration of payment of the Price by the Customer..

- 2.2. The details of the HWH and HVAC System, including energy efficiency ratings and compliance with Australian standards (e.g., AS/NZS 2712 for solar hot water systems), will be provided in the Quote, Order Form, and Site-Specific Design.:
- 2.3. Quote;
- 2.4. Order Form;
- 2.5. Site Specific System Design and estimated energy yield, each of which must be provided to the customer by the Contractor before the expiry of the Specification Period.

3. Formation of agreement

- 3.1. No contractual obligations shall arise until the Contractor has received from the Customer:
- 3.2. an executed Quote; or
- 3.3. a written Order Form accepting this Agreement.
- 3.4. In the event the Customer provides the Contractor with a written order, such order is subject to these Terms and Conditions of Agreement, as varied by the parties in writing.
- 3.5. The Customer acknowledges and agrees that all quotes provided by the Contractor are valid for acceptance for a period of 60 days from the date of issue, after which the Customer must obtain a new quote for the order (which may vary from the previous quote).
- 3.6. The Customer has a Cooling-off Period, which is set out in clause 3A..
- 3.7. The Deposit Amount (if any) shall be forfeited to the Contractor to the extent of the value of completed Works, should the Customer choose to cancel the agreement after the Cooling-off Period has expired.
 - 3.7.1. Deposits paid toward the purchase of goods and/or services are refundable in accordance with the terms outlined herein. Where a customer fails to proceed with the purchase and fails to respond to reasonable communication attempts for a period of 12 months, the Company reserves the right to retain the deposit as a cancellation fee to cover administrative and holding costs, unless otherwise required by law. The customer will be notified in writing before this retention takes effect, and will have 30 days to request a refund.
- 3.8. The Contractor reserves the right to terminate this Agreement upon giving written notice to the Customer not less than three (3) Business Days prior to the Install Date. If this Agreement is terminated by the Contractor pursuant to this clause, the Customer will be refunded any payments made to the Contractor pursuant to this Agreement.
- 3.9. Any variations or amendments to this Agreement must be issued in writing and signed by both parties.
- 3.10. The contract may be terminated in circumstances provided by the general law and this does not prevent the parties agreeing into additional circumstances in which the contract may be terminated.
- 3.11. The Customer acknowledges that after the completion of the installation of the System the Contractor does not permit any subsequent changes, modifications or reinstallation of the installed System.
- 3.12. The Customer is entitled to a full refund upon request in the event that:
- 3.13. the final system design is significantly different to the Site Specific System Design provided and is not signed off by the Customer in accordance with clause 6.4;
- 3.14. the Site-Specific System Design and performance estimate is not provided before the expiry of the Specification Period (and the Customer has not consented to this upon receiving it);
- 3.15. the Contractor fails to achieve practical completion of the installation of the System by the Install Date for reasons reasonably within the Contractor's control (and the Customer does not consent to a revised time frame); and
- 3.16. where additional costs are incurred but the Customer does not consent to or approve these additional costs.
- 3.17. (a) All plans and specifications for work to be done under this Agreement, including any variations to those plans and specifications, are taken to form part of this Agreement.
- 3.18. (b) Any agreement to vary this contract, or to vary the plans and specifications for work to be done under this contract, must be in writing signed by or on behalf of each party to this Agreement.

3. Cooling-off period

- 3.1 10 clear business days of receiving a signed copy of this Agreement;

3.2 Where the price exceeds \$20,000 (incl. GST) the customer may, by notice in writing, rescind this agreement before the expiry of:

10 clear business days of receiving a signed copy of this Agreement;

3.3 or where a signed copy of this agreement has not been provided to the customer, 5 business days after the customer becomes aware that they are entitled to receive a copy of the signed agreement.

Clause 3A(a)(i) and 3A(a)(ii), the customer may cancel this agreement and obtain a full refund of any amounts paid pursuant to this agreement.

In order to cancel the Agreement, Smart Energy Group PTY LTD must receive written

notice from the customer, in person or by fax or email, within the Cooling-off Period

4. Price & terms of payment

- 4.1. Deposit
 - 4.1.1. The Customer shall pay to the Contractor the Deposit Amount as specified in the Agreement on or before the date of execution of this Agreement, unless otherwise agreed in writing by the Contractor.
 - 4.1.2. Upon receipt of the Deposit Amount, the Contractor shall issue a formal receipt to the Customer acknowledging payment.
- 4.2. Standard Payment
 - 4.2.1. The Contractor shall issue a tax invoice to the Customer prior to the scheduled installation date, setting out the total balance payable under this Agreement, excluding any variations.
 - 4.2.2. Any variation to the agreed scope of work, materials, or specifications shall be subject to written approval by both parties. Upon confirmation of such variation, the Contractor shall issue a separate variation invoice reflecting the agreed additional charges or credits.
 - 4.2.3. The Customer shall pay the full amount of the invoice, including any confirmed variation charges, on the day of installation, or within five (5) Business Days where a variation invoice is issued after completion of the installation.
 - 4.2.4. If the Customer fails to make full payment by the applicable due date, interest shall accrue on the overdue balance at a rate of ten percent (10%) per annum, calculated daily from the due date until full payment is received. The Contractor reserves the right to withhold commissioning, completion documentation, or warranty activation until all outstanding amounts have been paid in full.
 - 4.2.5. In the event that, on or after thirty (30) calendar days from the execution of this Agreement, the Contractor's costs associated with the performance of the Works are increased as a result of factors beyond the Contractor's control - including, but not limited to, changes in the cost of labour, materials, equipment, freight, insurance, third-party liabilities, GST or other taxes, customs or excise duties, or the introduction of any new tax, levy, or statutory charge - the Customer shall be liable to pay the amount of such increase.
 - (a) Where the total amount of such cost increases exceeds Five Hundred Dollars (\$500.00), the Customer shall have the right to cancel this Agreement at any time prior to installation by written notice to the Contractor.
 - (b) The Contractor shall use its best endeavours to provide prior notice of any such cost increase, or if prior notice is not reasonably practicable, as soon as possible after the cost is incurred.
 - 4.2.6. Should there be any variation in the Small-Scale Technology Certificate (STC) price between the date of execution of this Agreement and the date of installation, the Customer shall pay to the Contractor the difference in value attributable to any shortfall in the STC rate. The adjustment shall be reflected in the final invoice and is payable in accordance with Clause 4.2.3.
- 4.3. Third-Party Finance Payment
 - 4.3.1. Where the Customer elects to purchase the Works under a finance arrangement with a third-party finance provider, the Contractor will treat the finance provider as the nominated payer for the purposes of this Agreement.
 - 4.3.2. Upon execution of this Agreement, the Contractor shall liaise directly with the approved finance provider to obtain payment in full for the contracted amount. The Customer acknowledges that, once payment has been received from the finance provider, the Customer's repayment obligations are exclusively between the Customer and that finance provider, and not with the Contractor.
 - 4.3.3. In the event that the Customer's finance application is declined, withdrawn, delayed, or otherwise not settled for any reason, the Customer remains personally liable to make full payment to the Contractor for all goods and services supplied under this Agreement. In such circumstances, the Contractor shall issue an invoice directly to the Customer for the total contract amount (or the balance thereof), which shall be payable immediately upon issue.
 - 4.3.4. The Contractor shall not be responsible for any delays, fees, or administrative charges associated with the Customer's finance application or funding process.
 - 4.3.5. The Customer acknowledges and agrees that any dispute, default, or repayment issue arising between the Customer and the finance provider shall not affect the Contractor's entitlement to full payment for the Works in accordance with this Agreement.
- 4.4. Payment Methods
 - 4.4.1. All payments due under this Agreement shall be made by electronic bank transfer, credit card, or bank cheque, as specified by the Contractor.
 - 4.4.2. A payment shall not be deemed to have been made until the Contractor has received cleared funds in its nominated account.
 - 4.4.3. The Customer shall bear any bank fees, transaction charges, or credit card surcharges associated with making payment under this Agreement.
- 4.5. Default in Payment
 - 4.5.1. Should the Customer neglect, fail, or refuse to pay any amount due and payable by the relevant due date, the Contractor may, at its sole discretion and with or without further notice to the Customer:
 - (a) Charge interest on the overdue amount at the rate of ten percent (10%) per annum, calculated daily from the due date until payment in full is received. Once the

- overdue balance has been settled, the Contractor shall issue a final interest invoice covering the total accumulated interest for the period of delay. The Customer shall be liable to pay this interest invoice within five (5) Business Days from its issue date; and/or
- 4.5.2. If any amount remains unpaid for a period exceeding fourteen (14) calendar days from its due date, the Contractor may, without prejudice to any other rights or remedies available at law or in equity:
- (a) Engage the services of a collection agency or legal representative to recover the outstanding amounts; and
 - (b) Recover from the Customer all reasonable costs and expenses (including legal fees, collection charges, and administrative costs) incurred by the Contractor in enforcing payment.
- 4.5.3. The exercise of any rights under this clause shall not limit or affect the Contractor's right to terminate this Agreement in accordance with its terms or to seek damages for any loss arising from the Customer's breach of payment obligations.

5. Small-scale technology certificates

- 5.1. To the extent the Customer is eligible for an STC, the Customer:
- (a) hereby assigns its right to create STCs in respect of the System to the Contractor in lieu of an upfront cash discount and authorised Contractor to deduct the STC value from the Customer's nominated credit card (if specified); and
 - (b) acknowledges that the STC value may change and if there is any difference between the STC value as at the date of the Order Form and the Install Date (as applicable), the Customer must pay any shortfall to the Contractor.
- 5.2. Subject to clause 5.1, the Contractor will apply a discount equal to the reasonable expected return for the sale and administration of the STCs applicable to the System to the Price (STC Discount). The Customer will:
- (a) complete any prescribed forms and/or perform all such actions to give effect to the assignment of the STCs to the Contractor;
 - (b) ensure that an authorised representative is available at the Site during the System installation to sign the mandatory declaration assigning the STCs to the Contractor (if required); and
 - (c) if installation is delayed due to the authorised Customer representative the Customer not being present at the Site, pay an installation rescheduling fee of \$300.
- 5.3. Clause 5.1 will not apply to the extent that the Customer has, in writing prior to the end of the Cooling-off Period, notified the Contractor that it does not wish to assign the STCs.
- 5.4. Where clause 5.3 applies, the Customer acknowledges and agrees that the STC Discount does not apply and the Customer will be required to pay the full Price in accordance with this Agreement.

6. Rebates

- 6.1. Rebates for HWH and HVAC systems may be available under state or federal schemes (e.g., VEECs in Victoria, STCs for eligible systems). The Contractor will assist the Customer in claiming applicable rebates, subject to eligibility.
- 6.2. These rebates and schemes will vary from state and not limited to the listed
- 6.3. The Customer agrees to assign to Smart Energy Group Pty Ltd (Smart Energy) the right to claim any applicable government or energy provider rebates, incentives, or subsidies associated with the purchase and installation of the system.
- 6.4. By assigning these rights, the Customer authorises Smart Energy to apply for, receive, and retain any eligible rebates on their behalf, with the value of such rebates already reflected in the Customer's quoted or invoiced system price.
- 6.4.1. In the event the Customer is found to be ineligible for any rebate or subsidy claimed by Smart Energy on their behalf, the Customer agrees to repay the full rebate amount to Smart Energy within 14 days of receiving written notice.
- 6.4.2. These vary by state.
- 6.4.3. Smart Energy may act as an aggregator or facilitator, not a guarantor.
- 6.4.4. Eligibility and amounts are subject to third-party approval.
- 6.5. Prior BSTC Claims
- 6.5.1. The Customer acknowledges that BSTCs may only be claimed once per eligible installation at a property.
- 6.5.2. The Customer warrants that no BSTCs have already been claimed for any previous system installed at the Site.
- 6.5.3. The Customer must notify Smart Energy before installation if any BSTCs have previously been claimed in relation to the Site.
- 6.5.4. If Smart Energy is unable to claim the BSTCs because of prior claims and the Customer did not notify Smart Energy, the Customer agrees that Smart Energy may invoice the Customer for the value of the rebate or certificates, payable within 14 days.

7. Variations

- 7.1. Any variation to this Agreement must be in writing and signed by both the Customer and the Contractor setting forth the details of such changes and the value thereof shall be added or deducted from the Price as is the case may be.
- 7.2. Additions shall be charged: labour at cost plus 10% and materials at a trade price plus 20%, deletions shall be made at cost.
- 7.3. Where there is an agreed variation to the scope of works a variation document will be generated by the Contractor which will describe the variation, estimate any delay, state the change in the Price or how the change in Price is to be calculated and make appropriate provision for payment.
- 7.4. Notwithstanding anything else in this Agreement, any variation to the Site Specific System Design prior to installation must be documented in writing with the Customer's prior written consent.
- 7.5. The Customer is responsible for ensuring the site is prepared and accessible for installation, including the provision of adequate electrical capacity, plumbing access, and structural suitability. Variations to the scope due to unforeseen site conditions, incomplete information, or additional access requirements may incur additional charges and will be communicated to the Customer for approval prior to commencement.

8. Customer Responsibilities & Installation

- 8.1. Access to Property The Customer shall ensure that the Contractor has full and safe access to the property for the purpose of carrying out the installation of the Goods.
- 8.2. Site Preparation The Customer is responsible for preparing the site, including ensuring that the roof is in a suitable condition for installation and that any pre-existing conditions that may impede installation are rectified.
- 8.3. Utilities and Facilities The Customer shall provide necessary utilities and facilities, such as electricity and water, required for the installation process at no cost to the Contractor.
- 8.4. Where installation services are provided by third-party contractors, Smart Energy ensures that all contractors are appropriately qualified, licensed, and vetted. However, Smart Energy does not accept liability for acts, omissions, or negligence by third-party contractors beyond the extent permitted by law. Any workmanship warranties for third-party installations are limited to the warranties provided by the contractor unless otherwise agreed in writing.
- 8.5. The Contractor aims to deliver and install the System on the Install Date. The Customer acknowledges that the Contractor's installers will arrive between 8am to 10am on the Install Date, and that installation may take 1 to 2 days, depending on the size of the system. Notwithstanding clause 7.1, the Customer acknowledges that installation times are an estimate only and may vary at any time without notification. The Contractor is not liable or responsible for any losses due to time delays, and the Contractor may, at its absolute and unfettered discretion, change the Install Date in any of the following circumstances:
 - 8.5.1. A shortage of stock availability;
 - 8.5.2. A shortage of installer availability;
 - 8.5.3. Inclement weather;
 - 8.5.4. The nature of the Site results in unanticipated installation factors and/or requires additional equipment necessary to install the System;
 - 8.5.5. Any other circumstances reasonably requiring the Contractor to change the Customer's Install Date.
- 8.6. A Customer must be present at the Site during the installation to sign the mandatory declaration assigning STCs/PRCs/VEECs or any other certificates or rebates to the Contractor, as per the Renewable Energy (Electricity) Act 2000 (Cth). Where the Contractor arrives on the Install Date and the installation is delayed due to the Customer not being present at the Site, a rescheduling fee of \$300 will apply, and the installation will need to be re-booked.
- 8.7. It is the responsibility of the Customer to notify the Contractor of any preferences regarding panel and/or inverter placement before installation commences.
- 8.8. Site conditions and special circumstances beyond the control of the Contractor may result in extra chargeable work not covered by the Price. This includes any additional costs that may arise at or after installation and that will not be borne by the Contractor. For example, fees for meter installation, meter exchange/reconfiguration, damage on meter panels, switchboard upgrades, installation of RCD (safety) switches, raised frames, cathedral ceiling/excess conduit works, two-storey installations, changing dedicated off-peak control devices, and/or travel surcharges if the Site is located beyond 100km of the Contractor's place of business.
- 8.9. **System Limitations and Customer Responsibilities**
 - 8.9.1. The Customer acknowledges that the System may be subject to certain limitations, such as shading impacts, grid dependency, and inverter capacity. The Contractor will

- provide guidance on minimizing these issues, but it is the Customer's responsibility to monitor and manage the System's performance based on these factors.
- 8.9.2. Smart Energy makes no guarantee regarding the precise output or financial savings of the system. Estimates are based on assumptions that may vary due to weather, shading, grid limitations or usage behaviour.
 - 8.9.3. The Customer is also responsible for the ongoing maintenance of the System and ensuring its safe operation. Periodic servicing may be required as per the manufacturer's recommendations. The Customer should arrange for servicing as necessary and bear the associated costs.
- 8.10. **Energy Supply and Contract Changes**
- 8.10.1. The Customer acknowledges that the installation of the System may impact their electricity supply contract or tariffs. It is recommended that the Customer checks with their energy retailer before installation to ensure any necessary adjustments to their contracts are made.
 - 8.10.2. The Customer acknowledges that Smart Energy is not liable for any changes in electricity tariffs, feed-in tariffs, or contractual terms resulting from the installation of the System."
- 8.11. **Cooling-Off Period and Post-Installation Support**
- 8.11.1. The Customer has the right to cancel the contract within the cooling-off period, as defined under the NETCC and Australian Consumer Law. The Customer is encouraged to review their decision within this period if they have any concerns or questions regarding the System or the installation process.
 - 8.11.2. Following the installation of the System, the Contractor will provide the Customer with a user guide containing written instructions on how to measure the performance of the System. If the Customer requests, a measuring device can be provided at an additional cost.
 - 8.11.3. Warranty coverage for the System will be provided as per the manufacturer's terms, and the Customer is advised to retain all documentation for warranty claims.
 - 8.11.4. The System's expected lifespan is outlined in the manufacturer's warranty, and the
 - 8.11.5. The customer is responsible for ensuring proper disposal of the System at the end of its life.
9. **Electricity tariffs and connection to the grid**
- 9.1. The Contractor may assist the Customer to arrange for the System to be connected to the main grid and/or for the installation of the meter at the Site. The Customer acknowledges that:
 - 9.2. the agreement to undertake that connection and installation is an agreement between the Customer and his/her electricity retailer/ distributor and the costs and risks associated with that connection and installation are not included in any way in this Agreement;
 - 9.3. it must obtain approval from its distributor to connect a solar PV system to the electricity grid (Grid Connection Approval), and that the relevant paperwork for Grid Connection Approval must be completed and submitted prior to installation;
 - 9.4. in the event that the Customer takes responsibility for obtaining Grid Connection Approval, but the application is rejected, the Customer will be entitled to a full refund less any reasonable expenses incurred by the Contractor prior to termination of the contract; and
 - 9.5. in the event that the Customer authorises the Contractor to prepare and submit the documentation for Grid Connection Approval, and the application is rejected, the Customer will be entitled to a full refund.
 - 9.6. To the extent the Contractor agrees to assist the Customer with the grid connection and/or installation, any additional costs reasonably incurred by the Contractor will be payable in addition to the Price. For example, old meter boards and switchboards may not meet current safety standards and may require upgrade.
 - 9.7. The Customer acknowledges that installation of a System may result in changes to a Customer's electricity contract or tariffs and that the Contractor recommends the Customer contact its electricity retailer prior to signing this Agreement to confirm what (if any) new electricity tariffs may be applied, and after installation of the System, to confirm that the new electricity tariff (if any) reflects the amount agreed with the relevant electricity retailer.
10. **Home Building Act Warranties**
- 10.1. The Contractor warrants to the Customer that insurance is provided as per Part 6 of the *Home Building Act 1989* (NSW).
 - 10.2. The Contractor warrants to the Customer that:
 - 10.2.1. the Work will be done with due care and skill and in accordance with the plans and specifications set out in the contract,
 - 10.2.2. all materials supplied by the Contractor will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new,
 - 10.2.3. the Work will be done in accordance with, and will comply with, this or any other law,

- 10.2.4. the Work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time,
- 10.2.5. All installations will be carried out in accordance with relevant Australian Standards, Clean Energy Council guidelines (where applicable), state-based energy regulations, and any other mandatory codes. Smart Energy and its contractors will hold appropriate licenses and accreditations for the works performed.
- 10.2.6. Unless otherwise agreed in writing, Smart Energy does not provide ongoing maintenance beyond the commissioning of the installed system. Any ongoing maintenance, servicing, or repairs outside of the warranty period are the responsibility of the Customer and may be provided by Smart Energy or referred to a third-party provider at the Customer's expense.
- 10.2.7. if the Work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the Work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling,
- 10.2.8. the Work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the Customer expressly makes known to the Contractor the particular purpose for which the work is required or the result that the Customer desires the work to achieve, so as to show that the Customer relies on the Contractor's skill and judgement.

11. Contractual Warranties

- 11.1. The Contractor provides a standard warranty outlined in the warranty sheets provided for solar PV systems, HWH and HVAC Systems (as per manufacturer terms). Warranty claims must comply with the Warranty Policy and may require proof of regular maintenance.
- 11.2. The Contractor will implement warranty repairs or replacements within a reasonable timeframe and in accordance with our Warranty Policy.
- 11.3. All warranties are applicable to the original Customer and are not transferable unless otherwise stated in the Agreement or required by law
- 11.4. In the event that a system component must be reinstalled or corrected due to error, omission, or non-compliance by a third-party contractor, Smart Energy reserves the right to recover any associated costs from the responsible contractor. The Customer will not be liable for costs arising from contractor error unless such error is due to incorrect information or direction provided by the Customer.
- 11.5. In the event the Customer's warranty claim is denied, the Customer will be invoiced for any reasonable costs involved in assessing Customer's claim. The warranty claims may be denied for the following reasons:
 - (a) The warranty period has expired;
 - (b) The goods prove to be working normally after testing;
 - (c) The goods have been tampered with and/or seals have been broken;
 - (d) The defect was caused by an act or omission of the Customer (or third party), including the misuse of Application beyond scope of safety standards (AS4777 & AS31000 etc.);
 - (e) the Customer's failure to use and maintain the System in accordance with the Warranty Policy;
 - (f) Events occurring after the Install Date or beyond human control (e.g. possums or extreme weather), or as otherwise set out in the Warranty Policy.
- 11.6. The Customer's rights under these warranties sit alongside the consumer guarantees which are required under Australian Consumer Law (ACL) and cannot be excluded. If you are treated as a consumer for the purposes of the ACL our services come with guarantees that cannot be excluded under the ACL. For:
 - (a) major failures with the service, you are entitled to cancel your service contract with us and a refund for the unused portion, or to compensation for its reduced value; and
 - (b) major failures with goods, you are entitled to choose a refund or replacement. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- 11.7. Nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACL) and which by law cannot be excluded, restricted or modified.

12. Data Protection and Privacy

- 12.1. We collect and use your personal data in accordance with the Privacy Act 1988. This includes information such as your name, address, contact details, and payment information. We collect this data to process your orders, provide customer service, and comply with legal requirements.
- 12.2. By providing your personal data, you consent to its use for the purposes stated in our Privacy Policy. You may withdraw your consent at any time by contacting us.
- 12.3. Your personal data may be shared with third-party service providers who assist us in delivering our services, as well as regulatory bodies when required by law. We ensure that these parties adhere to strict data protection standards.

- 12.4. We implement various security measures to protect your data, including encryption, secure storage solutions, and access controls. Regular security audits are conducted to ensure ongoing protection.
- 12.5. You have the right to access, correct, or delete your personal data. To exercise these rights, please contact our Data Protection Officer
- 12.6. Your personal data will be retained for as long as necessary to fulfill the purposes outlined in this policy or as required by law. Secure disposal methods are used once data is no longer needed.
- 12.7. Our website uses cookies and other tracking technologies to enhance your experience. You can manage your cookie preferences through your browser settings.
- 12.8. If your data is transferred outside of Australia, we ensure that it is protected in accordance with applicable data protection laws and regulations.

13. Consumer Guarantees

- 14. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 15. Under the ACL and similar state and territory legislation, consumers have additional rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services.
- 16. Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACL) and which by law cannot be excluded, restricted or modified.

17. Risk, ownership and security

- 17.1. Risk or loss, damage or destruction to the Goods shall pass to the Customer upon installation.
- 17.2. Ownership of the Goods shall remain with the Contractor until the Contractor has received payment of the Price, and any other monies due to the Contractor under this Agreement, in full.
- 17.3. In the event that the Customer is in breach of an essential term of this Agreement, the Customer hereby irrevocably authorises the Contractor to enter the Site at any time to uninstall and retake possession of the Goods, and to dispose of the Goods in order to recover the cost/ damages.
- 17.4. The Customer shall make good repair or replace any cracked, broken or damaged roof tiles or tin roof sheets pre and post installation.
 - 17.4.1. Contractor Insurance Coverage; All contractors engaged by Smart Energy are required to hold current insurance policies that cover any accidental damage caused during installation.
 - 17.4.2. Pre-existing Damage; While our contractors are insured, the Customer is responsible for identifying and repairing any pre-existing roof damage (e.g. cracked tiles or deteriorated tin sheets) prior to installation. This helps avoid further issues and ensures a safe work environment.
 - 17.4.3. Post-installation Damage; Any damage caused directly by our contractors during installation will be assessed and, if applicable, repaired under their insurance coverage, provided it is not related to pre-existing structural issues.
- 17.5. To the extent permitted by law, any alleged rights of the Customer to consequential, liquidated or pre- ascertained damages are expressly excluded from this Agreement.
- 17.6. As security for repayment of any outstanding invoices issued to the Customer and any associated costs and expenses, including Recovery Expenses, the Customer and the Guarantor hereby charge in favour of the Company any real property and any personal or other property in which it has an interest ("Charge"), and irrevocably authorise the Company to lodge caveats to notify and protect that Charge in relation to any real property in which Customer or the Guarantor have an interest. Where the Customer or Guarantor is a corporation, if any tax invoice remains unpaid for 60 days or more, the Company may enforce the Charge by the appointment of a receiver by the Supreme Court of New South Wales and the Customer and Guarantor each consent to the appointment of such a receiver.
- 17.7. In the event the customer refuses to pay, all costs incurred by a debt collection agency/law firm are liable by the customer, including but not limited to commission on collection costs, and costs associated with legal demand
- 17.8. The Customer agrees that all Goods supplied by the Company will be subject to a security interest as that term is defined in the Personal Property Securities Xxx 0000 (PPSA) and will treat the security interest in the goods as continuing and subsisting security with priority over a registered general security and any unsecured creditors.
- 17.9. Accordingly, the Customer grants the Company a security interest in the Goods and in any proceeds arising from the sale of the Goods.
- 17.10. The Customer is responsible for the costs incurred by the Company in registering its interest under the PPSA and all costs of enforcement. Furthermore the Customer agrees, if needed, to the unconditional ratification of any actions by the Company in relation to the protection of its security interest.

- 17.11. If the Company, pursuant to PPSA, takes possession of all or any of the Goods in satisfaction of the Customer's obligations to the Company, the Buyer agrees that it will remain liable to the Company for the difference between the market value of the Goods at the time they are first able to be sold by the Company free from all rights and interests of the Customer and other persons and the amount of the Customer obligation for which it is in default.
- 17.12. The Customer agrees to waive to the maximum extent possible at law, the right to receipt of a verification statement pursuant to Section 157 of the PPSA, and any other right in favour of the Buyer that can be lawfully contracted out of under the PPSA (including, but not limited to, the items listed in Section 115 of that Act).
- 17.13. The Customer acknowledges that sections 96 and 125 do not apply to any security agreement created on the basis of these terms.
- 17.14. The Customer agrees to immediately notify the Company of any change in its:
(a) name, address, contact or personal details to enable the Company to register a financing change statement if required.
(b) In its business practices which may affect the Company's interests.
- 17.15. The Customer agrees that it will not encourage or allow any other person to register a financing statement in relation to the Goods without the express written consent of the Company and shall notify the Company as soon as it is aware of any other person taking steps to register an interest in the Goods

18. Health and Safety

- 18.1. Compliance with Laws
- 18.1.1. The Contractor agrees to comply with all applicable health and safety laws and regulations in the performance of the Services.
- 18.2. Safe Work Environment
- 18.2.1. The Customer shall ensure that the installation site is safe and free from hazards. The Customer is responsible for addressing any site conditions that could pose a risk to the Contractor's personnel.
- 18.2.2. For HVAC installations involving refrigerants, the Contractor will comply with the ARCTICK licensing scheme under the Ozone Protection Act.
- 18.2.3. Incident Reporting
- 18.2.4. Any health and safety incidents that occur during the performance of the Services must be reported to the Contractor immediately. The Contractor will take appropriate action to investigate and rectify any such incidents.
- 18.2.5. Customer Cooperation
- 18.2.6. The Customer agrees to cooperate with the Contractor to ensure compliance with health and safety requirements, including following any safety instructions provided by the Contractor's personnel.
- 18.2.7. Additional state-specific requirements (e.g., plumbing licenses in NSW/QLD) will be disclosed during quoting

19. Complaints and disputes

- 19.1. Complaints If the Customer is dissatisfied with a product or service provided by the Contractor, the Customer may submit a written complaint to the Contractor. All complaints will be handled in accordance with the Contractor's established Complaints Procedure. The Contractor will acknowledge receipt of the complaint within [specified time frame, e.g., 5 business days] and will aim to resolve the issue promptly and fairly.
- 19.2. Disputes In the event of a dispute arising from or related to this Agreement, both parties agree to first attempt to resolve the dispute internally, including through the Complaints Procedure. If the dispute cannot be resolved internally, the parties shall seek to resolve the matter through mediation. The mediator will be mutually agreed upon, and the mediation will be conducted in accordance with the relevant rules and guidelines.
- 19.3. Smart Energy Group is a signatory to the New Energy Tech Consumer Code (NETCC) and is committed to upholding its principles. As part of this commitment:
- Our contracts will include a clear statement of our obligation to comply with the NETCC.
 - Customers will be provided with details on how to escalate complaints to the NETCC Code Administrator.
 - Customers will receive a copy of the Administrator-approved Consumer Information Product at the time of contract issuance.
 - For unsolicited sales, the contract's front page will prominently feature cooling-off and termination rights, including the right to cancel within 10 business days under Australian Consumer Law.

20. Product-Specific Compliance

- 20.1. Each product installed by Smart Energy (including but not limited to solar battery systems, hot water heat pumps, air conditioning units, and EV chargers) may be subject to specific regulatory, compliance, or network requirements. These will be detailed in the product's Scope of Works or an attached Addendum. The Customer agrees to cooperate with all such compliance processes, including but not limited to DNSP approvals, plumbing inspections, or refrigerant handling compliance.

21. Dispute Resolution

- 21.1. Negotiation
- 21.1.1. In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiations. Either party may initiate this process by giving written notice to the other party outlining the nature of the dispute.
- 21.2. Mediation
- 21.2.1. If the dispute cannot be resolved through negotiation within 28 days, the parties agree to participate in mediation in an effort to resolve the dispute. The mediator shall be selected by mutual agreement, and the mediation will be conducted in accordance with the rules of the Australian Mediation Association.
- 21.3. Arbitration
- 21.3.1. If the dispute remains unresolved after mediation, either party may refer the dispute to binding arbitration. The arbitration will be conducted under the rules of the Australian Centre for International Commercial Arbitration (ACICA), and the decision of the arbitrator shall be final and binding on both parties.
- 21.4. Costs
- 21.4.1. Each party shall bear its own costs in relation to the negotiation and mediation processes. The costs of arbitration shall be borne as determined by the arbitrator.

22. Caveat Over Property

- 22.1. In the event of a payment dispute where the Customer fails to make payment in accordance with the agreed terms and conditions, Smart Energy Group PTY LTD reserves the right to lodge a caveat over the Customer's property. The following conditions apply:
- 22.2. Notice of Intention to Lodge Caveat:
- 22.3. Smart Energy Group PTY LTD will provide written notice to the Customer of the intention to lodge a caveat over the property. This notice will include the amount outstanding and a demand for payment within 14 days from the date of the notice.
- 22.4. Failure to Resolve Payment:
- 22.5. If the Customer fails to make the required payment or arrange a satisfactory payment plan within the 14-day period, Smart Energy Group PTY LTD may proceed to lodge a caveat over the property to secure the amount outstanding.
- 22.6. Costs and Legal Fees:
- 22.7. The Customer will be liable for any costs associated with lodging, maintaining, and removing the caveat, including but not limited to legal fees and administrative expenses
- 22.8. Removal of Caveat:
- 22.9. Upon full payment of the outstanding amount, including any additional costs incurred as a result of the caveat, Smart Energy Group PTY LTD will promptly remove the caveat from the Customer's property.
- 22.10. Waiver of Claims:
- 22.11. By agreeing to these terms and conditions, the Customer waives any claims against Smart Energy Group PTY LTD for lodging the caveat in accordance with this clause.
- 22.12. Compliance with Legal Requirements:
- 22.13. Smart Energy Group PTY LTD agrees to comply with all relevant legal requirements and procedures when lodging a caveat to ensure its validity and enforceability.

23. Force Majeure

- 23.1. Neither party shall be liable for any delay or failure to perform its obligations if such delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lockouts, accidents, war, fire, pandemic, and natural disasters.
- 23.2. The party affected by a force majeure event shall promptly notify the other party of the occurrence of such an event and its expected duration.

24. Intellectual Property Rights

- 24.1. All designs, drawings, and technical specifications provided by Smart Energy Group PTY LTD remain the intellectual property of Smart Energy Group PTY LTD.
- 24.2. The Customer is granted a non-exclusive, non-transferable licence to use the intellectual property solely for the operation and maintenance of the System.

25. Partnership and Referral Arrangements

- 25.1. Smart Energy Group Pty Ltd maintains partnerships with various third-party companies and service providers.
- 25.2. These partnerships may include referral arrangements, affiliate programs, or other collaborative agreements. As a result of these partnerships,
- 25.3. Smart Energy Group Pty Ltd may receive payments, commissions, or other forms of compensation from our partners when customers purchase products or services through referrals made by the Company.
- 25.4. Smart Energy Group Pty Ltd is committed to transparency and compliance with all applicable legislation, including the Australian Consumer Law and other relevant regulations. We ensure that our partnerships do not compromise the integrity of our services or the trust our customers place in us. Any recommendations or referrals made by Smart Energy Group Pty Ltd are based on our genuine assessment of the quality and suitability of the products and services offered by our partners.
- 25.5. By agreeing to these Terms and Conditions, you acknowledge and accept that the Company may receive such compensation in connection with the products or services you may purchase through our referrals.

26. Anti-Money Laundering (AML) Compliance

Compliance with AML Laws

- 26.1. Smart Energy Group Pty Ltd ("the Company") is committed to complying with all applicable anti-money laundering (AML) and counter-terrorism financing (CTF) laws and regulations in Australia, including but not limited to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and any amendments thereto.

Customer Due Diligence

- 26.1.1. The Company may conduct customer due diligence (CDD) procedures, including the collection and verification of personal information, to ensure compliance with AML/CTF laws. Customers are required to provide accurate and complete information as requested by the Company.
 - 26.1.2. The Company reserves the right to: a. Verify the identity of its customers using independent and reliable sources of information.
 - 26.1.3. Request additional information or documentation from customers to verify their identity or the purpose of the transaction.
 - 26.1.4. Refuse to process a transaction or terminate the business relationship if the customer fails to provide the required information or if the Company has reasonable grounds to suspect that the transaction may involve money laundering or terrorist financing.
- ### Reporting Obligations
- 26.1.5. The Company is obligated to report any suspicious transactions to the Australian Transaction Reports and Analysis Centre (AUSTRAC). This includes transactions that the Company suspects may involve money laundering, terrorism financing, or other illegal activities.
 - 26.1.6. The Company is prohibited from disclosing to the customer or any third party that a suspicious matter report has been, or may be, submitted to AUSTRAC.
- ### Record Keeping
- 26.1.7. The Company will maintain records of all transactions and customer identification documents for a minimum period as required by AML/CTF laws. These records will be kept confidential and used solely for the purposes of compliance with AML/CTF regulations.
- ### Customer Responsibilities
- 26.1.8. By agreeing to these Terms and Conditions, the customer acknowledges and agrees to comply with all requests for information and documentation made by the Company for the purpose of AML/CTF compliance.
 - 26.1.9. 5.2 The customer warrants that any funds used in connection with the purchase of products or services from the Company are not derived from or related to any unlawful activities, including money laundering or terrorist financing.

27. The law

- 27.1. The law governing this Agreement, and any ancillary document and/ or agreement made between

- the parties, is the law of the state of New South Wales.
- 27.2. Smart Energy Group operates in accordance with the New Energy Tech Consumer Code (NETCC).
- 27.3. In performing its obligations under this Agreement, the Contractor will comply with all applicable Laws including but not limited to the Privacy Act, Spam Act 2003 (Cth), Do Not Call Register Act 2006 (Cth), Renewable Energy (Electricity) Act 2000 (Cth), Renewable Energy (Electricity) (Large-scale Generation Shortfall Charge) Act 2000 (Cth), Renewable Energy (Electricity) (Small-scale Technology Shortfall Charge) Act 2010 (Cth) and Competition and Consumer Act 2010 (Cth).
- 27.4. The works carried out under this Agreement will comply with:
- (i) The Building Code of Australia, to the extent required under the Environmental Planning and Assessment Act 1979 and all other relevant codes, standards and specifications that the work is required to comply with under any law;
 - (ii) all other relevant codes, standards and specifications that the work is required to comply with under any law; and
 - (iii) the conditions of any relevant Development consent or complying with a development certificate.
- 27.5. This Agreement may limit the liability of the Contractor for failure to comply with the above work compliance clause if the failure relates solely to:
- 27.5.1. a design or specification prepared by or on behalf of the Customer (but not the Contractor) or.
 - 27.5.2. a design or specification required by the Customer if the Contractor has advised the Customer in writing that they go against the 'work compliance clause'.
- 27.6. To the extent the Contractor collects any personal information in respect of the Customer, it will manage that personal information in accordance with its Privacy Policy and the Privacy Act.
- 28. Compliance with Product-Specific Regulations**
- 28.1. The Contractor warrants that all systems and components supplied and installed under this Agreement comply with the relevant Australian Standards and applicable regulations, including but not limited to:
 - 28.2. Hot Water Systems (HWHP): AS/NZS 2712, AS/NZS 3498, and relevant state-based plumbing codes.
 - 28.3. HVAC Systems: AS/NZS 3823 (performance standards) and the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (for refrigerants).
 - 28.4. Solar PV Systems: AS/NZS 5033, AS/NZS 4777, and Clean Energy Council installation guidelines.
 - 28.5. Battery Energy Storage Systems (BESS): AS/NZS 5139, Clean Energy Council requirements, and any applicable DNSP conditions.
 - 28.6. BESS installations must comply with AS/NZS 5139 and DNSP protocols.
 - 28.7. Customer must not tamper with or relocate battery units without written approval.
 - 28.8. Electric Vehicle Chargers (EVSE): AS/NZS 3000 (Wiring Rules), AS/NZS 61439 (Switchboard standard), and relevant electrical safety regulations.
- 29. The Customer acknowledges that**
- 29.1. HWHP installations may require additional plumbing or electrical work, which will be quoted separately.
 - 29.2. HVAC systems must be installed in accordance with manufacturer guidelines and local building codes.
 - 29.3. Solar PV and BESS installations may require local DNSP approvals and inspections, and their performance may be subject to grid limitations.
 - 29.4. EV chargers must be installed with consideration to existing switchboard capacity and electrical infrastructure, and may require upgrades which will be quoted separately.
- 30. Inconsistency**
- In the event of any inconsistency between the:
- (a) Terms and Conditions;
 - (b) Order Form;
 - (c) Quote; the document higher in the list prevails to the extent of the inconsistency.