

CONGRATULATIONS – THE SOLAR RETAILER YOU’RE DEALING WITH HAS MADE A STRONG COMMITMENT TO GOOD BUSINESS PRACTICES AND IMPROVING STANDARDS IN THE SOLAR INDUSTRY.

The Clean Energy Council Solar Retailer Code of Conduct is a way for solar businesses to show their commitment to responsible sales and marketing activities and solar industry best practice.

The code of conduct is a voluntary scheme for retail businesses selling solar panel systems to households and businesses. It aims to lift the bar higher than the minimum requirements set by government and regulations and bring about a better standard of service within the solar industry. It is also the only solar industry code of conduct authorised by the Australian Competition and Consumer Commission.

The Clean Energy Council manages the code of conduct and ensures that signatories comply with its strict requirements at all times.

WHAT DOES THIS MEAN FOR YOU?

The company you’re dealing with has signed on to the Clean Energy Council Solar Retailer Code of Conduct. That means you will receive the following – and more:

- ✓ **assurance that the company has gone through a rigorous process to become an Approved Solar Retailer**
- ✓ a standard minimum warranty period of five years on your whole system
- ✓ **detailed information on the process between system installation and network connection**
- ✓ peace of mind that the company will adhere to all existing legislation and regulations, and that its sales representatives will act ethically and not engage in any dishonest or misleading tactics
- ✓ **many other quality and performance guarantees**

LOOK FOR A CLEAN ENERGY COUNCIL APPROVED SOLAR RETAILER

A Clean Energy Council Approved Solar Retailer is a company that has signed on to the code of conduct and agreed to follow its requirements at all times.

Look for the Clean Energy Council Approved Solar Retailers logo when buying solar:



To see a list of current Approved Retailers, visit approvedsolarretailer.com.au

HIGH STANDARDS

When you buy solar from a Clean Energy Council Approved Solar Retailer, you can be assured that you are buying a quality product from a company that follows all relevant consumer protection laws and is prepared to back the operation of your solar system for at least five years. The code also has strict requirements that companies must follow in pre- and post-sale activities, documentation and general business practices.

WHY THE CODE?

The Clean Energy Council established the Solar Retailer Code of Conduct in 2013 on behalf of the solar industry to improve customer service and industry standards. The Clean Energy Council already upholds industry standards for solar installations through its installer accreditation program.

The establishment of the Solar Retailer Code of Conduct means that the solar retail sector will also be monitored, and in particular companies that engage in misleading or poor sales and marketing practices.



CLEAN ENERGY COUNCIL APPROVED SOLAR RETAILERS WILL:

PRE-SALE

- ensure that sales representatives act ethically at all times
- not engage in any dishonest or misleading advertising and sales tactics
- provide you with the necessary information in writing to enable full education about your purchase prior to entering into a contract

POST-SALE

- respect your legal rights relating to cooling-off periods and refunds and give you the opportunity to cancel a contract and obtain a full refund where changes are made after contract that are not approved in writing
- provide a standard minimum warranty period of five years, on the operation and performance of the whole solar system including workmanship and products, and address any problems arising during this period
- fully inform you of the process between system installation and network connection or will facilitate this process on your behalf

DOCUMENTATION AND GENERAL BUSINESS

- ensure that you are provided with the required documentation before and after the solar system is installed
- adhere to all existing legislation and regulations, and maintain effective internal cancellation procedures
- be fully accountable for the actions of any subcontracted parties, including CEC-accredited installers/designers
- maintain a fair and transparent complaints process, and get back to you within 21 days of you making a complaint

DEALING WITH COMPLAINTS

Should you need to make a complaint against a company identifying itself as a Clean Energy Council Approved Solar Retailer, you should first contact the retailer

If you are not satisfied with the response from the Approved Retailer, you can also contact your relevant consumer protection organisation. You can also register your complaint with the Clean Energy Council, which will investigate breaches of the code. This may result in the retailer having its approval revoked.

For more information on dealing with complaints please visit approvedsolarretailer.com.au

FURTHER INFORMATION

- For further information or to view a copy of the code of conduct, visit approvedsolarretailer.com.au
- For any questions on the code of conduct, contact: Clean Energy Council – Code of Conduct Level 15, 222 Exhibition Street Melbourne VIC 3000 email codeofconduct@cleanenergycouncil.org.au
- To download the Clean Energy Council's 'Guide to installing solar PV for households', visit solaraccreditation.com.au/consumers
- For information on consumer rights and warranties, visit acc.gov.au/consumers/consumer-rights-guarantees
- To contact your relevant consumer affairs organisation, visit solaraccreditation.com.au/consumers/complaints
- To view the Australian Competition and Consumer Commission authorisation register, visit registers.accc.gov.au

WHAT IS THE CLEAN ENERGY COUNCIL?

The Clean Energy Council is the peak body for Australia's clean energy industry. We represent and work with hundreds of leading businesses operating in solar, wind, energy efficiency, hydro, bioenergy, energy storage, geothermal and marine along with more than 4000 solar installers.

We are committed to accelerating the transformation of Australia's energy system to one that is smarter and cleaner.

For more information, visit cleanenergycouncil.org.au

Assumptions & Disclaimer

- ¹ The Standard Test Condition rating (STC) assumes a standard set of optimal operating conditions (25°C cell temperature, 1000 W/m² and an air mass of 1.5). The STC rating is most often used by manufacturers to classify the power output of PV modules. To calculate the system's energy production for any future year, the expected degradation in system performance is included (See "PV degradation", in table below).
- ² Energy Output is calculated based on historical solar irradiance at the given location. A typical meteorological year is selected using statistical methods. Factors including panel tilt, orientation (azimuth), and system efficiency are taken into account.
- ³ System efficiency is estimated to account for losses caused by a variety of factors. These factors include intermittent shading, cable losses, dirt, scheduled downtime, manufacturer tolerances, inverter efficiency for DC to AC (this does not affect off-grid DC only systems), battery round trip efficiency, and other factors.
- ⁴ Utility electricity price inflation is adjusted based on the given location.
- ⁵ The financial results in this document assume that all indicated subsidies are included. Please ask your solar representative for detailed financial outcomes if any subsidy applications are unsuccessful.
- ⁶ Australian Small-scale Technology Certificates (STCs) are an incentive provided under the Renewable Energy Target. One certificate is equal to one megawatt hour of eligible renewable electricity either generated or displaced by the installed system. [ONLINE] Read more at: <http://www.cleanenergyregulator.gov.au/RET/Scheme-participants-and-industry/Agents-and-installers/Small-scale-technology-certificates>.
- ⁷ Rebates and incentives are subject to your (the Customer's) eligibility and acceptance into their respective programs or schemes.

Note The system design may change based on a detailed site audit. Estimated savings are based on past electrical usage and utility rates provided by the customer. Actual system production and savings will vary based on final system design, configuration, utility rates, applicable subsidies and your energy usage post-solar installation. Utility rates, charges and fee structures imposed by your utility are not affected by this proposal and are subject to change in the future at the discretion of your utility. The production calculations in this report are based on historical climate data for the site location and represent typical estimates of future solar production.

Terms & Conditions

Terms & Conditions

Introduction

Who does this agreement apply to?

This agreement is between:

- (a) [Sustainable Energy Solutions World ABN: 24 605 646 615], referred to as "SES World" or "us"; and
- (b) the customer named in the Quote, referred to as "you".

What is this agreement made up of?

This agreement is made up of:

these Terms and Conditions; and
the Quote attached to these Terms and Conditions.

What does this agreement cover?

The agreement covers:

1. your purchase from us of the solar photovoltaic system and other equipment, referred to as the "System" and described in the Full System Design attached to this agreement; and delivery and installation of the System at your Premises.

When does this agreement start and end?

This agreement starts when you accept our offer set out in the Quote, which you can do by: signing and posting or delivering the Quote to our address as set out in the Quote; signing, scanning and emailing the Quote to our email address as set out in the Quote; or accepting the offer over the telephone, by calling our telephone number as set out in the Quote (in which case we will send you a full copy of this agreement, by post or email, within one week after your acceptance).

However, your purchase of the System will not become final until all the following conditions have been satisfied:

- Ø you have paid us the Deposit (By Cash, Bank Transfer or Credit Card); and
- Ø your electricity distributor (the company that actually delivers electricity to the Premises) has granted Grid Connection Approval.

This agreement ends when we have finished installing and commissioning the System, unless we or you end it earlier in accordance with its terms.

If we have delivered and installed the System, then after the agreement ends the guarantees and related terms in clause will continue for the Guarantee Period.

Other rules

In addition to this agreement, various laws, and codes, including the Australian Consumer Law and, if we have volunteered to be bound by it, the CEC Solar Retailer Code of Conduct, also contain rules applicable to the sale and installation of solar photovoltaic systems, and we will comply with these rules in selling you the System and installing it at the Premises.

Capitalised terms have special definitions

Capitalised terms used in the agreement have the meanings given to them in clause (Ref Clause:19)

1. Acceptance

- a. You agree to duly sign and return the Quote to SES World by using the digital signing method provided; or emailing a scanned copy to info@sesworld.com.au; or posting a paper copy to SES World at 97 Northern Road Heidelberg VIC 3084.
- b. Acceptance is deemed to have occurred on the business day a signed copy of the Quote is received by SES World; or if received after close of business, on the following business day.
- c. Upon Acceptance, the Quote becomes the Agreement under which you agree to be bound.
- d. SES World reserves the right to terminate the Agreement for any reason and without penalty within seven days of Acceptance.
- e. SES World may terminate the Agreement without penalty if, at SES World's sole discretion, SES World determines the installation or associated services cannot be provided due to factors including but not limited to safety, access, building condition or product availability.
- f. You may terminate the Agreement for any reason and without penalty within 10 days of SES World receiving a signed copy, with a full refund of your deposit (By Cash, Bank Transfer or Credit Card).

2. Conduct

- a. SES World will comply with the Clean Energy Council Solar Retailer Code of Conduct.
- b. SES World does not participate in unsolicited sales methods, e.g., cold calling, door knocking.

3. Products and Services

- a. You agree to buy the System from SES World and for SES World to install the System at your property on the terms of the Agreement and you agree to be bound by the Agreement on and from Acceptance.
- b. SES World agrees to install the System at your property in a good and tradesman like manner and be bound by the Agreement on and from Acceptance.

4. Purchase Price and Amount Payable

- a. You will pay a deposit (By Cash, Bank Transfer or Credit Card) agreed amount, to SES World immediately after receiving an invoice.
- b. The deposit may be forfeited to SES World if the Agreement is terminated as a result of your default.
- c. Under Australian Consumer Law (ACL) you are entitled to 10-day cooling-off period for the Agreement where an unsolicited sale has occurred. If you are unsure whether this relates to you or would like to understand more, discuss this with SES World or visit the ACL website.
- d. You will pay the total balance payable (total amount payable less deposit paid) to SES World immediately after installation.
- e. Both parties acknowledge that the GST inclusive purchase price (purchase price) is based on information and details (information) supplied to you by SES World. If either party ascertains the information was materially inaccurate to such an extent that additional costs would exceed five percent of the purchase price, both parties agree to revise the purchase price; or in the absence of an agreed revision, either party may terminate the Agreement by giving five days written notice to the other party.

5. Additional Costs

a. SES World provides a detailed Quote that includes the majority of costs associated with installing the System. However, there are some related additional costs which fall outside the Quote, as follows:

i. Meter alteration charge:

Following installation of the System, your electricity retailer reconfigures your electricity meter to enable solar power metering. They add a charge for this work to your electricity bill and the amount varies among retailers. In our experience the charge ranges from \$40 to \$300. However, we do not make any claim of certainty of the charge for your property and the onus is on you to confirm and accept this cost prior to installation.

i. Electricity tariffs and costs:

Your electricity retailer may change your electricity tariffs and increase your cost per kW hour after your System is installed. The onus is on you to contact your retailer to understand and agree with their action; as well as follow up with them to confirm the agreed rates have been applied.

ii. Alterations to your property for the purpose of installing the System:

Any alteration work and associated costs that are required at your property to install the System will be discussed during the consultation process; including but not limited to relocating TV antennas, relocating roof-mounted air conditioners, roof repairs, and electrical upgrades to ensure compliance.

6. Connection Pre-Approval

a. Some electricity distributors require pre-approval to connect a solar/battery system to their infrastructure. The pre-approval outlines the maximum capacity in kilowatts (kW) that can be installed and the maximum capacity in kW that can be exported to the grid. SES World attains the pre-approval on your behalf. If for any reason the pre-approval is not granted or the approved capacity is less than quoted, SES World will notify you and you can opt to have SES World update your Quote to suit the approved capacity; or not proceed, in which case SES World will cancel your Quote and refund any payments.

7. Installation

a. You authorise SES World to install the System at your property.

b. You warrant that you own the property undergoing installation and that you have full authority over the Agreement.

c. SES World aims to commence installation between three to six weeks from the date of receipt of the Agreement, provided any applicable discount/rebate applications have been approved by the relevant governing authority; and the equipment specified in the Quote is available from a SES World supplier in Victoria; and you agree to an installation date within this timeframe.

d. You will ensure SES World has access your property to install the System and do any associated work at the times it reasonably requires.

e. If, during the process of installation, some or all of the System or its components are affixed, attached or secured to land or premises at your property, the goods are deemed not to be a fixture and may be removed by SES World at any time in accordance with the Agreement.

f. SES World will install the System detailed in the Agreement but reserves the right to incorporate modifications of a minor technical nature in doing so.

g. For any non-minor technical modifications to the System, or any variations to System design, SES World will seek your signed consent before installation. If you do not consent, SES World will offer to cancel the Agreement and refund any payments.

h. You authorize SES World to make application/s to your electricity distributor and/or retailer and/or other parties regarding the connection of your System to the electricity grid and its metering.

i. You will sign all required documents and take all actions SES World requires to install the System and connect or arrange to connect it to the electricity grid and have it metered.

j. You are responsible for all local government or planning requirements for the installation and operation of the System, and you agree that SES World is not responsible for any breach of local government or planning regulations or laws.

8. Ownership and Risk

a. Ownership of the System and its components on your property passes to you after you have paid the amount payable in full to SES World; and completed any documents or taken any action SES World requires under the Agreement.

b. Risk in respect of the System and its components passes to you when they are installed at your property.

9. Small Scale Technology Certificates (STCs) and Other Rebates

a. SES World does not warrant that you will receive any grant, rebate, credit or other benefit, or be entitled to create the environmental rights which you request for your property.

b. The Victorian Solar Homes Program rebate amount is dependent on your eligibility and acceptance into the program.

c. You authorize SES World to sign and apply for STCs in your name and to trade, on-sell or otherwise receive payment for those STCs on your behalf.

d. The STC value is based on the current price offered for STCs on the market at the time of preparation of your quote. The STC value on your quote will apply (after Acceptance) to the System unless you delay the installation by more than 30 days from the proposed installation date; or you request a delayed installation due to pending building works, renovations, or other factors unrelated to SES World.

e. If the installation is delayed as per clause 9.d, the STC price is subject to change between Acceptance and installation. If the price of STCs at the time of installation decreases by five percent or more, both parties will need to agree to postpone the installation or revise the STC value and amount payable. In the absence of such agreement, either party may terminate the Agreement by giving five days' notice to the other party and your deposit will be refunded (Bank Transfer only).

f. If SES World does not receive the benefit of the full amount of the STC value for any reason whatsoever, you must pay the amount of the shortfall within 21 days of SES World notifying you of that amount.

g. SES World has no responsibility if you are ever required to repay part or all the STC value to a government authority.

h. You must sign all forms required to assign the benefit of STCs to SES World.

i. The process for the payment and trade of STCs is as follows: Once the installation is complete and the Certificate of Electrical Safety (CES) is provided, SES World will submit a request through an STC trading house to create the STCs on your behalf. Once approved, SES World receives a payment based on the current market value of the STCs. SES World provides an upfront discount to you based on the amount of STCs to claim and the nominal value per STC is shown on the quote and invoice.

10. Termination

a. SES World may terminate the Agreement if you fail to comply with the Terms and Conditions.

b. You may elect to terminate the Agreement if the System is not installed at your property within three to six weeks of Acceptance due to a delay within SES World's control. If you elect to terminate the Agreement on this basis, you will notify SES World of the termination in writing and SES World will refund your deposit within 5 business days of receipt of the notification (Bank Transfer only).

c. If you cease to own your property before installation of the System is complete, SES World may terminate the Agreement.

d. If the Agreement is terminated under Clause 3.b, 4.e, 9.a or 9.e, prior to the supply and/or installation of the System or any of its components, you agree to reimburse SES World for any expenses reasonably incurred (including but not limited to deposits paid, inspection fees, re-stocking fees for purchased products and administration fees) up to and including the date of termination. You also agree this amount may be deducted from any deposit refund, and in the event the amount exceeds the deposit paid you agree to pay SES World the balance (By Cash, Bank Transfer or Credit Card).

e. If the Agreement is terminated under Clause 3.b, 4.e, 9.a or 9.e, after the supply and/or installation of the System or any of its components, SES World may remove the System and its components from your property if any amount remains due and payable 15 days after the termination; and the proceeds from any sale of the System and its components (net of the cost of their removal and sale) may be offset against any amount due from you to SES World under the Agreement.

f. If you sell your property after the supply and/or installation of the System or any of its components and there is still money payable by you to SES World, you agree that such money outstanding is secure over the property and SES World is entitled to lodge a caveat on the title of the property.

11. Failure to Pay

a. If you fail to pay any amount that is due and payable under the Agreement, interest accrues at the rate applicable to judgment debts in the Supreme Court in Victoria on the amount outstanding until paid. An administration fee of \$150 may also be payable if any amount is outstanding for more than seven days.

b. You agree to pay SES World any costs associated with recovery of the unpaid amount, including but not limited to, legal costs.

12. Refunds

a. In accordance with section 2.2.4 of the Clean Energy Council Solar Retailer Code of Conduct, SES World will provide a full refund under any the following conditions:

i. The final System design provided is significantly different to that quoted at the point of Acceptance and is not signed off by you.

ii. The site-specific full System design and performance estimate is provided as a deliverable of the Agreement but this information is not provided before the expiry of any cooling-off period; and you do not consent to this information upon receiving it.

iii. SES World, acting on your behalf to obtain grid connection pre-approval (if applicable), does not do so prior to installation, and you do not receive pre-approval from the distributor to connect the System.

iv. Extra chargeable work arises, which is not specified in the Agreement, and the additional costs are not borne by SES World and you do not consent to these additional costs.

13. SES World Warranties and Guarantees

a. SES World warrants that once the System is installed, the installation will comply with all relevant Australian standards, codes of practice, building codes, and legislative requirements in place at the time of installation, other than as purloined in 4.e.

b. SES World will repair at its cost any damage to your property that is directly caused by installing the System, unless such damage was caused or contributed to by a pre-existing condition of the property (including the condition of the roof), its structure or its electrical wiring/systems.

c. SES World supplied products come with a ten-year guaranty covering defects in material, workmanship, operation and performance. The main components of the System, including but not limited to the solar modules, inverters and optimizers, are additionally supplied with warranties by their respective manufacturers and distributors. Full details of these warranties are provided at the time of installation and are available on request.

d. SES World products come with guarantees that cannot be excluded under Australian Consumer Law. 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.

The guarantee in clause 13.a will not apply where:

the fault or defect is not notified to us within the Guarantee Period; or the fault or defect is a result of:

Ø something done by you or someone else, and not us or our contractors; or

Ø something beyond human control that occurred after installation, e.g., an extreme weather event;

Ø the System being misused, abused, neglected or damaged after installation.

Ø the System being maintained other than in accordance with the Maintenance Documents; or

Ø the System being repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by us in writing.

The guarantee in clause 13.b is additional to any other guarantee or warranty you may have:

§ from the manufacturer of the System; or

§ under any applicable law, including the Australian Consumer Law,

although these other guarantees and warranties may not cover labour costs, travel costs and delivery costs arising from a claim under these other guarantees and warranties. We will notify you if this is the case and tell you the costs payable. The costs will be payable in advance.

During the Guarantee Period, we will provide reasonable assistance to you in making any guarantee or warranty claim against the manufacturer of the System, including by acting as your liaison with the manufacturer.

14. Exclusion of Warranties and Liability

- a. SES World does not make any representations or warranties to you in connection with any System or its installation, except for those warranties set out in the Agreement and those warranties which cannot be excluded from the Agreement.
- b. To the extent permitted by law, SES World's liability for breach of any express or implied condition or warranty is limited to the repair or replacement of the relevant System.
- c. To the maximum extent permitted by law, SES World has no liability to you for breach of the Agreement other than as set out in the preceding paragraph and SES World has no liability to pay any damages or compensation for the breach of the Agreement.

15. Complaints

Making a complaint

15.1 If you have a complaint relating to the System, its installation, or this agreement generally, you can make a complaint to us by:

Ø Calling us on our telephone number as set out in the Quote; or giving us written notice of this, by post at

Ø SES World Australia

Ø 600 Glenferrie Road Hawthorn or 97 Northern Road Heidelberg or email at info@sesworld.com.au or by phone at 03 8560 1235

15.2 We will assure that prompt action will be taken within 24 hours of receiving the complaint. We would coordinate with you and arrange/organize any possible solution required for your issues. Our turnaround time to resolution of any technical complaint would be 7 days since we receive the complaint.

15.3 We will handle your complaint in accordance with our standard complaint's procedures. If we have volunteered to be bound by the CEC Solar Retailer Code of Conduct, then these procedures will comply with that Code, and with the Australian Standard on Complaints Handling AS ISO 10002-2006. We will maintain your record of all complaints and outcomes for the period of 5 years.

15.4 If you are not satisfied with the outcome of your complaint, you can refer the complaint to with the relevant Fair Trading or Consumer Affairs office in your state or territory, as follows:

ACT: Office of Regulatory Services

Phone: (02) 6207 3000

NSW: Fair Trading

Phone: 13 32 20

NT: Consumer Affairs

Phone: 1800 019 319

Qld: Office of Fair Trading

Phone: 13 74 68

SA: Consumer and Business Services

Phone: 13 18 82

Tas: Consumer Affairs and Fair Trading

Phone: 1300 654 499

Vic: Consumer Affairs

Phone: 1300 558 181

WA: Consumer Protection

Phone: 1300 304 054

16. Privacy and Information

- a. You authorize SES World to collect, use and disclose information from and/or about you for the purposes of:
 - I. administering the installation, connection, warranting and monitoring of the System.
 - II. applying for and registering on your behalf for any grant, discount, rebate, credit, or other benefit pertaining to your installation.
 - III. seeking credit information about you.
 - IV. any other purpose you consent to or as authorised by law.
 - V. b. The information collected by SES World may include personal information within the meaning of the Privacy Act 1988 (Cth).
- c. Accordingly, SES World may disclose such information to or with:
 - I. relevant government authorities.
 - II. STC trading partners.
 - III. SES World's related bodies corporate, agents and contractors (such as installers, suppliers and debt collection agencies);
 - IV. your electricity distributor and retailer.
 - V. any other party you consent to or as authorized by law.
- d. You consent for SES World, or a third party authorized by SES World, to capture Media of yourself, any minor/s in your care and your property, and to use that Media in the manner described below:
 - I. The Media may be used in SES World's advertising and promotional material, and may be distributed via a range of channels, including but not limited to print, television, radio, SES World websites and social media platforms.
 - II. The Media may be digitally edited, altered, distorted, used in whole or in part, in conjunction with other images, graphics, text and sound in any way whatsoever and without restrictions, and may or may not identify you by your full name.

III. You agree that you have voluntarily provided this consent and acknowledge that SES World's use of the Media does not give you any right to require payment or acknowledgement. There is no time limit on the validity of this consent.

IV. You can access the personal information and Media that SES World holds about you, any minor/s in your care and your property by contacting SES World via phone on 1300 88 98 65 / 03 8560 1235/ 0406 674 226, or email at info@sesworld.com.au.

V. SES World's Privacy Policy is available at www.sesworld.com.au

17. General

17.1 Notices

Any notice under this agreement must be in writing and signed by the sender or by an authorized representative of the sender and sent to or left at the address of the addressee in the Schedule or, if the addressee has previously notified the sender in writing of an alternative address for notices, that alternative address.

17.2 If the delivery or receipt of a notice occurs on a day which is not a Business Day or at a time after 5.00 pm in the place of receipt, it is regarded as having been received at 9.00am on the following Business Day.

17.3 Assignment and novation of the agreement

Neither party can assign its rights or novate its obligations under this agreement without the other party's prior written consent, not to be unreasonably withheld or delayed.

17.4 Sub-contracting

We may sub-contract any of our obligations under this agreement to a third party, provided that:

if we sub-contract any obligations:

Ø we will ensure the relevant sub-contractor is suitable and performs all sub-contracted obligations in accordance with the requirements of this agreement.

Ø we will continue to be liable to you for the performance of our obligations under this agreement, even though we have sub-contracted one or more of those obligations; and

Ø we will be liable to you for the acts and omissions of our sub-contractors, as if these acts and omissions were our own; and

> our obligations in relation to the design or installation of the System can only be sub-contracted to a CEC-Accredited Installer.

17.5 Amendment of the agreement

This Agreement can only be amended in writing signed by both parties.

17.6 Waivers

A waiver in connection with this agreement is not valid or binding on the party granting that waiver unless made in writing by that party.

17.7 Severance

Any term of this agreement which is or becomes invalid or unenforceable does not render the other terms of the agreement invalid or unenforceable.

17.8 Governing law of the agreement and submission to jurisdiction

The laws of the State or Territory in which the Premises are located govern this agreement, and each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there.

18. Miscellaneous

a. The Agreement sets out the entire agreement between you and SES World.

b. The Agreement is governed by the laws of Victoria, Australia.

c. A reference to SES World includes a reference to its employees, servants, agents, installers, contractors and sub-contractors where the context so requires.

d. A reference to business days means Monday to Friday, excluding public holidays. Any other reference to days means calendar days.

e. Headings to clauses are for convenience only and shall not affect the construction of the Agreement.

f. Clauses 4.b, 4.e, 9.f, 9.g and 9.h shall survive any termination of the Agreement.

19. Meaning of capitalized terms in this agreement

Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Balance means the amount specified as such in the Quote, subject to any adjustment of the quote amount

Business Day means a day which is not a Saturday, Sunday or public holiday in the State or Territory in which the Premises are located.

CEC-Accredited Installer means an installer of solar photovoltaic systems accredited in this capacity by the Clean Energy Council under the Clean Energy Council Code of Conduct and Accreditation Terms and Conditions.

CEC System Design Guidelines means the Clean Energy Council System Design Guidelines for Accredited Designers.

Deposit means the amount specified as such in the Quote, subject to any adjustment of the quote amount

Full System Design includes the System design and specifications, proposed roof plan, System orientation and tilt, expected efficiency and the Site-Specific Performance Estimate calculations, as set out in Attachment 1.

Grid Connection Approval means approval from your electricity distributor for the connection of the System to the electricity grid at the Premises.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Guarantee Period has the meaning given to it in clause 13

Maintenance Documents means the System maintenance documents listed in Attachment 2 to this agreement.

Premises mean the premises at the address specified in the Quote.

Privacy Act means the Privacy Act 1988 (Cth).

Quote means the document titled as such which forms part of this agreement and is attached to the Terms and Conditions.
Site-Specific Performance Estimate means our site-specific estimate of the average daily energy yield of the System for each month, in kWh, as set out in the Full System Design.
STC means a small-scale technology certificate created under the Renewable Energy (Electricity) Act 2000 (Cth).
STC Incentive means the amount specified as such in the Quote.
System means the solar photovoltaic system and other equipment we are to deliver and install at the Premises under this agreement, as described in the Full System Design.
System Price means the amount specified as such in the Quote.
Target Date means the date specified as such in the Quote, subject to any variation of that date
Total Price means the amount specified as such in the Quote.