



## TERMS + CONDITIONS

### DEFINITIONS

SANCTUARY SOLAR Pty Ltd, You the customer signing the Quote/Contract, Us/We – SANCTUARY SOLAR Pty Ltd. ABN 14 114 556 272, Installer the CEC accredited installer, Product/Goods – Solar PV system and/or its components, REC's/STC's – Renewable Energy Certificates as defined in Renewable Energy (Electricity) Act 2000, Property – Customers property or the premises where the goods will be installed.

### FORMATION OF AGREEMENT

The agreement is formed between you and SANCTUARY SOLAR once a deposit has been received and the Quote/Contract has been signed. The payment of a deposit is deemed as proof of you agreeing to be bound by the Terms and Conditions here within. All documents, information and agreements can be provided in electronic form and a signature can be provided in electronic or verbal form. Sanctuary Solar will comply with the CEC retailer code of conduct in all parts of the process and this contract.

### PURCHASE AGREEMENT

SANCTUARY SOLAR agrees to supply and install the product in accordance with these Terms and Conditions and in consideration that you: Agree to Purchase and make the final payment for the product on the day of installation (on the last day if the installation goes for (more than one day) For commercial installations a 10% deposit is required upon signing the contract, 50% at the start of the installation, the balance on the final day of the installation. The Federal Government financial incentive (STC's) have already been applied to the cost of the solar system and by signing this agreement the purchaser agrees to assign STC's to Sanctuary Solar (or a third party of SANCTUARY SOLAR's choosing) in exchange for a discount off the purchase price.

### SITE INSPECTION

SANCTUARY SOLAR will carry out a site inspection to gain all the necessary information to provide a quotation for a solar PV system and to gather all the necessary information for the Essential Energy/Energex/other authorities solar application form. You grant permission for SANCTUARY SOLAR and its Employees, Contractors, and Agents to enter the premises (when necessary) where the goods are proposed to be installed within a reasonable timeframe. When a site inspection is not possible due to travel times or other (such as new building projects, SANCTUARY SOLAR will organize for on-site photos to be taken by the purchaser to confirm roof type, or for building plans to be submitted. SANCTUARY SOLAR will rely on your answers to our questions concerning the nature of the premises and your eligibility for the Federal Government financial incentive (STC's) to calculate the purchase price.

### QUOTATION

If at the time of installation SANCTUARY SOLAR determines that the premise is not suitable for a PV system the Quote/Contract can be cancelled by SANCTUARY SOLAR and a full deposit refund

will be payable. In the circumstances that you (the customer) cancel the Quote/Contract after a deposit has been paid SANCTUARY SOLAR reserves the right to retain a proportion of that deposit up to the value of \$200 for a residential customer and up to \$1000 for a commercial customer. Unless specifically outlined in the purchase order, upgrades or additions to meter boxes/sub-boards are not included as these fall outside the scope of the solar installation. If any extra work is deemed necessary, these will be charged at the standard market price. SANCTUARY SOLAR electricians will discuss and confirm a price for these extra works prior to the solar installation commencing. If the purchaser does not agree to pay the extra charges, then an alternative electrician (organized by the customer) will need to complete the works. If this occurs and SANCTUARY SOLAR have to stop work and complete the installation at a later date a \$200 extra call out fee is payable. If upgrades to the meter box/sub-board are necessary to complete the solar installation and the customer doesn't agree to any additional charges for this work or refuses to engage an alternative electrician to complete this work then the customer is entitled to a full refund of their deposit.

### INSTALLATION

SANCTUARY SOLAR will take care to ensure that only competent, trained and insured Installers install the goods. You agree to ensure that you are present at the premises for the installation of the goods. SANCTUARY SOLAR may at any time sub-contract or assign any right or obligation under this agreement for the purposes of providing the services. If SANCTUARY SOLAR sub-contracts any services out to a third party, then SANCTUARY SOLAR remain fully responsible for the services except where the sub-contractor's insurance or legal liability are responsible and can be enforced. SANCTUARY SOLAR will arrange (via contractors or employees) the installation on your behalf for the goods to be installed by CEC accredited Solar PV designers/ installers and fully licensed electricians according to the relevant Australian standards. Testing and commissioning documentation will be provided in accordance with AS4777. All design, installation and commissioning are to be carried out by CEC accredited designers and installers in order to be eligible for Small-scale Technology Certificates (STCs). SANCTUARY SOLAR will ensure that the Solar PV system is installed and operational on the final day of installation. Sanctuary Solar will provide an estimated timeframe for installation of the system and if this is not met for reasons within our control and a revised timeframe is not agreed upon by the customer then a full refund will be offered to the customer. Final payment is not subject to the installation of the Solar Meter which is provided by either the relevant Electricity Wholesalers such as Essential Energy, Energex, etc, or your Electricity Retailer. Unless otherwise stated on the contract, this meter is provided and installed free of any charges. On the day after the Solar PV system has been installed, the supervisor Electrician will familiarise and demonstrate to the customer how to read the systems output, how the system operates, shut down procedure's and owner's manual detailing how the system operates the web portal will be set up and will demonstrate its use. If this cannot be done on the installation day a convenient time to show you will be arranged.

### INSTALLATION CHARGES

You acknowledge that we may determine that additional installation charges may be applicable if: a) Any information you have given SANCTUARY SOLAR is incorrect or inaccurate b) Any changes have occurred at the premises since the site inspection. If additional Parts/Costs need to be added in order to complete the installation that do not fall into either a) or b) then the customer has the option of a full refund. SANCTUARY SOLAR pricing, unless stated on the Quote/Contract does not include any switchboard upgrade prices.

### STC'S and other GOVERNMENT INCENTIVES

The Quote/Contract is entered into on the basis that the Federal Government Financial incentive, which are applicable, are still available upon the installation date, or able to be claimed as a part payment for the supply of goods. You agree that the STC discount has been provided to you by SANCTUARY SOLAR upfront in exchange for you assigning to SANCTUARY SOLAR the right to create STC's in relation to the supply and installation of the goods. You agree that you forfeit all rights relating to STC's to SANCTUARY SOLAR that may arise in relation to the Goods. SANCTUARY SOLAR is not responsible for any inaccuracies or for any losses caused by third parties or changes to government assistance schemes, feed in tariffs or other programs. Information regarding government assistance schemes, feed in tariffs and other programs are believed to be correct at the time of the contract being signed but this information can change quickly. If a breach occurs in clauses, then the full payment amount will be increased by the value of the STC's discount as determined by SANCTUARY SOLAR. STC value will be based on the 'spot price' value on the day of installation.



#### **WARRANTIES AND LIABILITY**

Sanctuary Solar are responsible for the design, assembly, installation, materials and workmanship of systems installed and will not excuse itself from warranty responsibilities in this regard. Sanctuary Solar offers a 5 year whole of system warranty on the operation, products, performance and workmanship of the system. This is in addition to standard manufacturer warranties offered by third parties. Notification of defects must be made in writing to SANCTUARY SOLAR within the specified warranty period. In the event of a claim, SANCTUARY SOLAR will liaise with the manufacturers or their insurers on your behalf and arrange for the replacement of the faulty goods at no cost to you. SANCTUARY SOLAR will install the PV system in the estimated timeframe within its control, however, SANCTUARY SOLAR will not be liable for any loss of income (solar generation) or other due to delays in the solar system installation or in the case where a warranty claim is generated. SANCTUARY SOLAR will follow up and honour warranty claims which occur during the above stated time frames where product fault has been accepted. Where faults occur through external events, such as severe weather or physical damage, SANCTUARY SOLAR will assist with providing a report to assist with claims on home and/or contents insurance where applicable.

#### **GRID CONNECTION AND METER CHARGES**

SANCTUARY SOLAR will decide to have the Solar PV system connected to the main Grid (for Grid connected systems) and indeed costs to have that service undertaken have been included in the Quote/Contract except in circumstances where the electricity retailers install the solar meters and charge their customers directly. Where applicable, SANCTUARY SOLAR will endeavour to carry out this service, however, it is ultimately a matter between the wholesale electricity provider and the electricity retailer. Solar Meters are issued by Essential Energy, Energex, etc. and whilst SANCTUARY SOLAR will do all it can to have the meter installed in a timely fashion, it is largely out of our control. If grid connection is refused Sanctuary Solar will offer a full refund.

#### **CANCELLATIONS AND COOLING OFF PERIOD**

SANCTUARY SOLAR may cancel this agreement at any time. If the purchase order was signed as a result of a direct sales approach (door knocking or other) then the customer has the right to a 10 day cooling off period. If SANCTUARY SOLAR cancel the agreement because of the direct breach of our terms and conditions you will have to pay any associated costs up to a maximum payment of \$200 for a residential system or \$1000 for a commercial system. If there are significant changes to the design of the PV system, including the estimated performance (greater than 20%) then the customer has the option of a full refund (prior to installation). SANCTUARY SOLAR can highlight the impact that shading and other factors can have on the estimated performance of the Solar PV System but these factors are outside SANCTUARY SOLAR responsibility and control.

#### **DO NOT CALL REGISTER**

By providing your telephone number, you warrant that you are the relevant telephone account holder (or their nominee) within the meaning of the Do Not Call Register act 2008(CT). Your herby consent to being contacted by telephone in relation to SANCTUARY SOLAR goods and services. Such consent to continue indefinitely.

#### **DISCLAIMER REGARDING PERFORMANCE**

Where possible SANCTUARY SOLAR will endeavour to install the product with an optimal orientation and exposure to direct sunlight. Sanctuary Solar will provide a site specific performance estimate as a report at the same time or prior to providing a quote and quote acceptance. If this is not provided or consented to by the customer, SANCTUARY SOLAR will offer a full refund of the system. SANCTUARY SOLAR will guarantee the performance of the installed system for a minimum of 5 years as well as the manufacturers warranties for performance and efficiency. SANCTUARY SOLAR acknowledges that some customers will still want the product installed with the agreed understanding the performance may be compromised in certain situations, for example shading. Post installation SANCTUARY SOLAR will provide, training onsite on how to operate the system and check performance, and where available, provide the set up and details for accessing the performance of the system on the inverter Portal using your Wi- Fi signal, a SANCTUARY SOLAR owner's manual will be provided as printed and electronically detailing how to monitor the operation and performance of the Solar PV system.

#### **INCLUSIONS**

All hardware, cable and accessories are provided by SANCTUARY SOLAR (or its sub-contractors) for mounting, wiring and connection of product. SANCTUARY SOLAR will arrange the ordering, delivery and installation on your behalf for all PV solar components, which meet all relevant Australian standards and are suitable to meet the technical requirements of CEC guidelines.

#### **PRIVACY**

You agree to supply SANCTUARY SOLAR with any information necessary to complete documents required for connection of the system to the electricity grid and for SANCTUARY SOLAR to claim the STC's. You authorise SANCTUARY SOLAR to share this information (to the extent that it is necessary) with its contractors, employees and installers and with relevant government agencies and electricity suppliers. You have been supplied with a copy of this agreement on the acceptance of this Quote/Contract.

#### **PRODUCT SUBSTITUTIONS**

In the situation where SANCTUARY SOLAR is unable to obtain the specific equipment outlined in the purchase order or any changes are made to the design of the system the customer will be notified prior to installation and must consent to these changes or be offered a full refund of the system. Products may be exchanged with the customers consent, so long as they are of the same quality or better. If for whatever reason the total number of panels are not able to be installed, for every panel reduction the total purchase price will be reduced by \$100. If there are any significant changes to the design of the PV system, including the estimated performance the customer is entitled to a full refund.

#### **TARIFF RATES**

Electricity retailers offer different tariff rates. A tariff is the amount that your electricity retailer will credit (pay) for the solar power (measured in kwh) that is exported back to the grid. It is recommended that all customers contact their electricity retailer and confirm what the tariff paid for solar export is. Furthermore, SANCTUARY SOLAR recommend that all customers contact their electricity retailers to discuss what impact on their current tariff (if any) the installation of Solar PV will have (what the electricity retailer charges per kilowatt hour of power)

#### **CUSTOMER GUARRANTEES**

Sanctuary Solar will comply with the CEC retailers code of conduct, along with the warranty's offered by the manufacturers that we use, there are also consumer rights under the warranty that sit alongside the consumer guarantees which are required under ACL (Australian Consumer Law). Under the CEC retailer code of conduct Sanctuary Solar offers a 5 year system performance warranty for all the systems we install.