

**NOTICE OF LODGMENT**  
**AUSTRALIAN COMPETITION TRIBUNAL**

This document was lodged electronically in the AUSTRALIAN COMPETITION TRIBUNAL and has been accepted for lodgment pursuant to the Practice Direction dated 3 April 2019. Filing details follow and important additional information about these are set out below.

**Lodgment and Details**

Document Lodged: Affidavit of Katherine Eliza Louise Ross

File Number: ACT1 of 2019

File Title: Re Application for authorisation AA1000439 lodged by Australian Energy Council, Clean Energy Council, Smart Energy Council and Energy Consumers Australia in respect of the New Energy Tech Consumer Code and the determination made by the ACCC on 5 December 2019

Registry: VICTORIA – AUSTRALIAN COMPETITION TRIBUNAL



A handwritten signature in blue ink, consisting of a stylized 'A' followed by a 'U'.

DEPUTY REGISTRAR

Dated: 5/05/2020 4:53 PM

**Important information**

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Tribunal and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.



IN THE AUSTRALIAN COMPETITION TRIBUNAL  
APPLICATION BY FLEXIGROUP LIMITED  
ACT 1 OF 2019

AFFIDAVIT OF KATHERINE ELIZA LOUISE ROSS  
RE SOLAR PANEL QUOTATIONS

Affidavit of: **Katherine Eliza Louise Ross**  
Address: Level 21 / 380 La Trobe Street, Melbourne, Victoria, 3000  
Occupation: Paralegal  
Date: 4 May 2020

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- Exhibit <b>KR-2</b> being a copy of the telephone script received 2 April 2020	5	25
- Exhibit <b>KR-3</b> being a copy of the list of solar panel providers dated 31 March 2020	7	27
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- Exhibit <b>KR-5</b> being a copy of email correspondence with Solar Power Co dated 8, 25, 28 and 29 April 2020	46, 60, 51, 52	44
- Exhibit <b>KR-6</b> being a copy of email correspondence with Solar Beam dated 16 and 23 April 2020	71, 75	53
- Exhibit <b>KR-7</b> being a copy of email correspondence with SAE Group dated 17 April 2020	134	58

I, KATHERINE ELIZA LOUISE ROSS, of 380 La Trobe Street, MELBOURNE, VIC, 3000, solemnly and sincerely affirm and declare:

1. I am a Paralegal at Maurice Blackburn Lawyers (**Maurice Blackburn**). I make this affidavit from my own knowledge, unless otherwise indicated. Where I depose to information provided to me, I believe that it is true.

## **Background**

2. On 31 March 2020, the Consumer Action Law Centre (“**CALC**”) requested pro bono assistance from Maurice Blackburn in relation to the collection and collation of survey data evidence for proceeding number ACT 1 of 2019, currently before the Australian Competition Tribunal.
3. CALC’s request is contained in the brief to Samuel Habteslassie, Solicitor at Maurice Blackburn, (“the CALC brief”), which is exhibited to this affidavit at **[EXHIBIT KR-1]**.

## **Methodology**

4. Mr Habteslassie, my supervisor, provided me with a copy of the CALC brief, which I have read. In the CALC brief, CALC requested that data be collected from different solar panel providers operating in different Australian states, using a telephone script and a reference list of solar providers.
5. The telephone script is here extracted from the CALC brief and exhibited to this affidavit at **[EXHIBIT KR-2]**.
6. This script provided me with the questions I was to ask. Specifically, I was asked to collect the following data:
  - a. The price of a mid-range 5kW inverter and 6.6kW solar panels;
  - b. Whether this price included the solar rebate;
  - c. Whether I would have to pay upfront or if I can pay in instalments; and
  - d. The details of the companies’ finance provider, including the calculation of interest.
7. The list of solar panel providers is here extracted from the CALC brief and exhibited to this affidavit at **[EXHIBIT KR-3]**. I used this list as a starting point to select providers. Other providers were found through further online research.
8. Using the telephone script and the list of solar panel providers, I made contact with 15 representatives from 14 different solar panel providers by telephone between 6 and 29 April 2020. In accordance with the telephone script, I requested quotes for the installation of residential solar panels together with finance, including BNPL finance, for homes in different Australian states, including Victoria, Queensland (“**QLD**”) and New

South Wales (“**NSW**”). I was able to obtain quotes from nine solar panel providers, four of which offered BNPL finance and five which did not. I was not able to obtain quotes from five solar panel providers.

9. During the telephone conversations with the solar panel providers, I gave the following responses when asked for personal information;
  - a. Name: Kate Sharp
  - b. Contact number: 0422 064 551
  - c. Email: [ksesharp@gmail.com](mailto:ksesharp@gmail.com)
10. Below are detailed summaries of information provided by the solar panel providers’ representatives in telephone calls and email correspondence I undertook. The summaries are based on my contemporaneous notes of telephone calls and my email correspondence. These summaries are organised as follows:
  - a. Solar Panel Providers Offering Buy Now, Pay Later Finance;
  - b. Solar Panel Providers Not Offering Buy Now, Pay Later Finance; and
  - c. Other Solar Panel Providers Contacted.

***Solar Panel Providers Offering Buy Now, Pay Later Finance***

**Energy Wired**

11. On 6 April 2020 at 3:53PM, I obtained the contact details for Energy Matters and called them to request a quote for solar panels. I provided my contact details and was advised that I would receive a call back from an installer of solar panels.
12. On 7 April 2020 at 10:35AM I received a call from a person who identified themselves as [REDACTED] from Energy Wired, an installation company for Energy Matters.
13. I instructed Mr. [REDACTED] that I wanted a quote for solar panels for my house. Mr [REDACTED] advised me that the price of the whole system depends on the size of the house and the type of system needed. He asked me two questions:
  - a. Information about the size of my house; and
  - b. Information regarding my daily energy needs.

14. I instructed Mr [REDACTED] that I have a medium sized single storey house with a north facing tiled roof. I instructed that my daily energy use was 11kWh. He advised me that he would round this up to 12kWh and divide this by 3.6, equalling 3.3. He explained to me that the equation establishes the minimum sized system that I am able to purchase.
15. Mr [REDACTED] advised me that there is a government rebate that I may be eligible for, if I earn a combined household income of under \$180,000.00 and my house was worth under \$3 million. He advised me that the rebate is \$1,888.00.
16. I then instructed Mr [REDACTED] that I was interested in a 5kW inverter and 6.6kW solar panels and would like more information about the price of this system.
17. He advised me that I would pay \$1.00 per Watt for the full system. For a 6.6kW system I would pay around \$6,600.00. This price includes the panels, the inverter, and full installation.
18. I asked if this is considered mid-range, Mr [REDACTED] advised me that it is.
19. I then asked if the price of \$6,600.00 includes the government rebate of \$1,888.00. Mr [REDACTED] advised me that it does include the Victorian Solar Home Rebate and also the federal government scheme STC program. The government provides credit for how much energy you produce over a certain period of time. This is calculated and taken off the price straight away. Mr [REDACTED] roughly estimated this is about \$2000.00 that is already taken out.
20. Mr [REDACTED] advised me that the equipment and service I am getting is roughly worth \$10,000.00 - \$11,000.00. The Rebate and other deduction reduce the price to \$6,600.00.
21. I asked Mr [REDACTED] if I would have to pay this figure upfront, he advised me that I can pay upfront if I wanted, paying 10% deposit before installation and the remaining amount when the system is running.
22. He then advised me that the Victorian Solar Home Loan offers to loan match the Victorian Solar Home Rebate. The Victorian Government would provide a loan of \$1888.00 without any fees. Mr [REDACTED] advised that there is no interest and that I would have 4 years to pay back the loan.
23. Mr [REDACTED] advised me that the whole system pays for itself over 4-5 years.

24. I asked whether Energy Wired have a finance provider. Mr [REDACTED] advised me that their finance provider is Brighte Financing. I asked if there was any interest and was advised that there is fixed interest of 7.99% per annum. Mr [REDACTED] advised me that for a personal loan it depends how quickly I pay off the loan to know how much interest I will be charged over three years. In the first year I would pay \$527.00 in interest.
25. I instructed Mr [REDACTED] that I had received all the information I required and ended the phone call.
26. On 7 April 2020 at 11:16AM, I received an email from Mr [REDACTED] at Energy Wired attaching a quote [EXHIBIT KR-4].
27. On 23 April 2020 at 10:09AM I called Mr [REDACTED] to confirm some details. I asked him whether Energy Wired also offered a Buy Now, Pay Later 0% interest loan.
28. Mr [REDACTED] advised me that the Buy Now, Pay Later Finance option could be offered with Brighte Finance. He advised me that I can choose a 0% interest loan of between 6 months to 3 years. Then advised me that it would be better for me to do an interest loan.
29. Mr [REDACTED] advised me that based on the system that he has previously sent me via email, which is a total amount of \$5,548.00 out of pocket, if I were to take out a 12 month loan the repayments would be \$209.00 per fortnight including fees.
30. I asked Mr [REDACTED] what the fees were. He advised me that the fees are \$400.00 over a 12 month period for a 12 month loan. I confirmed with him that if I were to take out a 12 month loan the total amount I would have to pay is \$5,948.00.
31. Mr [REDACTED] advised me that the fees are proportional to the length of the loan which for the 12 month loan is about \$15.00 per fortnight. He advised me that it would only be beneficial if it were paid off quickly.
32. During this call Mr [REDACTED] did not suggest at any point that the principal price of the solar panel system that I inquired about differed if obtained under a Buy Now, Pay Later loan or if paid up front.

**The Solar Power Co**

33. On 6 April 2020 at 3:53PM, I obtained the contact details for Energy Matters and called them to request a quote for solar panels. I provided my contact details and was advised that I would receive a call back from an installer of solar panels.
34. On 7 April 2020 at 5:43PM I received a call from a person who identified themselves as [REDACTED] from The Solar Power Co, an installation company for Energy Matters.
35. I instructed Mr [REDACTED] that I wanted a quote for solar panels for my house. I instructed that I was recommended and was interested in a 5kW inverter and 6.6kW solar panels.
36. Mr [REDACTED] advised me that the price depends on the brand I would like and the size I would go with. I instructed that I would like something that is mid-range. He advised that mid-range costs between \$7,000.00 and \$10,000.00, not including the Victorian state rebate.
37. Mr [REDACTED] advised me that I can take \$1,888.00 off the price if I qualify for the rebate. To qualify I would need to own my own house the value of which is under \$3 million and earn less than \$180,000.00.
38. I asked Mr [REDACTED] if I would need to pay upfront, to which he advised me that I can pay upfront. If I went with the \$7,000.00 package I would only need to pay around \$5,000.00 after the rebate is taken off.
39. I then asked if I can pay in instalments. Mr [REDACTED] advised me that there are finance options. The finance provider can match my current energy bill to my solar panel repayments.
40. I asked who their finance provider was and was advised that it was Atlas Finance.
41. Mr [REDACTED] wanted the details of my house in order to give me a more specific quote. I instructed him that I live in a single storey house with a north facing tiled roof. He continued to insist on getting an address. I instructed Mr [REDACTED] that I was uncomfortable providing my address details at this stage, and requested a rough estimate for a medium sized house.
42. I asked Mr [REDACTED] for more information regarding the finance provider, specifically, whether there is interest on the loan and what that might be. Mr [REDACTED] advised me that there is interest at 5.99% per annum for loans of up to 5 years. I asked if there were



any other costs to which Mr [REDACTED] stated that there are establishment fees but those costs are included in the solar package price.

43. Mr [REDACTED] advised me that he would send me more information, though this would be a rough quote and not an official quote as he has not been able to see my roof. He then provided me with information about The Solar Power Co as a company. He advised me that they are solar brokers and have an array of companies and installers that they work with.
44. I asked how Solar Power Co was connected to Energy Matters, to which he responded that Energy Matters provides 3 different quotes to consumers, The Solar Power Co are one of the companies that provides a quote.
45. I instructed Mr [REDACTED] that I had received all the information I required and ended the phone call.
46. On 8 April 2020 at 10:47AM, I received an email from Mr [REDACTED] at The Solar Power Co attaching a quote [EXHIBIT KR-5]. The bronze finance option offered by email cost \$5,712.00 after deducting the rebate.
47. On 23 April 2020 at 12:14pm, I called Mr [REDACTED] to confirm some details. I asked him whether the Solar Power Co also offered a Buy Now, Pay Later 0% interest loan.
48. He advised me that Atlas Finance did not offer this type of finance, but stated that they also use Brighte Finance who do offer this as an option. He advised me that Brighte Finance do a 0% interest finance loan with monthly repayments and fees. He could not advise me of the exact fees over the phone as he did not know them but assured me he would send me an email with the details.
49. Mr [REDACTED] then continued to advise against using this type of loan and suggested I use Atlas Finance.
50. On 25 April 2020 at 2:31PM, I received an email from Mr [REDACTED] at The Solar Power Co attaching a quote for the 6kW Bronze Package through the Brighte Finance Option [EXHIBIT KR-5]. The total cost advised was \$9,082.00, with \$0 deposit, \$151.00 monthly repayment and no interest. It was not clear how \$9,082.00 was reached.
51. On 28 April 2020 at 12:52pm I responded to Mr [REDACTED] email with follow up questions [EXHIBIT KR-5]. I asked Mr [REDACTED] to set out how the \$9,082.00 total cost was

reached. I asked what the proportion of that amount is the cost of the panels, government rebates and fees.

52. On 29 April 2020 at 3:15PM Mr [REDACTED] returned my email [EXHIBIT KR-5]. He advised me that he had accidentally calculated the Brighte finance cost based on the full \$7,600.00 purchase amount without taking into consideration the Solar Vic rebate.
53. He then broke down the cost for both the Brighte Finance loan and Atlas Finance loan. He advised me that the total system price before state rebates is \$7,600.00. He then calculated the Solar Vic rebates to be \$3,776.00. He removed the rebates from the total cost price finding that the total amount to be finance is \$3,824.00.
54. Mr [REDACTED] advised me that through a 48 month Brighte Finance plan it would cost \$95.20 per month equalling \$4,569.00 paid over the whole term. With a 60 month Brighte Finance plan it would cost \$78.39 per month equalling \$4,703.40 paid over the whole term.
55. This type of finance option has no lock-in contracts or termination fees, however, importantly, if I was to pay out early I would need to pay the remaining balance on the whole term. Mr [REDACTED] advised that there is no interest on Brighte Finance, but in its place is a one-time setup fee. He did not elaborate on the cost of the setup fee.
56. This email also discussed Atlas finance loans. For loans of 48 month it would cost \$97.00 per month equalling \$4,656.00 paid over the whole term. For a 60 months loan it would cost \$78.39 per month equalling \$4,800.00 paid over the whole term. This is not a lock-in contract, if I was to pay out early I would only need to pay the remaining principal amount and the interest component for that month. The interest was stated again to be 5.99%.
57. Mr [REDACTED] in his email, again stated that he would recommend Atlas Finance. This is because if I was to pay out the payment plan early, it would mean I would spend less on the finance as I would not have to pay the full finance amount. If I was planning to stick to the payment plan for the length of the term Brighte Finance would only work out slightly cheaper.

### **Solarbeam**

58. On 16 April 2020 at 12:42PM, I obtained the contact details for Solarbeam (NSW) and called them to request a quote for solar panels. I spoke with a person who identified

themselves as [REDACTED] from Solarbeam and instructed that I wanted a quote for solar panels for my house.

59. Mr [REDACTED] asked me my postcode and whether I lived in a single storey house. I instructed him that my postcode is 2121, that I lived in Epping, NSW, and that I lived in a single storey house.
60. Mr [REDACTED] advised me that the cost depends on the quality and size of the system. He advised me that the cost would be around \$3,300.00.
61. I asked what size system that was for and instructed that I was recommended by a friend and was interested in a 5kW inverter and 6.6kW solar panels.
62. Mr [REDACTED] advised me that the price for a 5kW inverter and 6.6kW solar panels is \$3,300.00 for a basic system. He advised me that this would be 24 panels and included built in Wi-Fi.
63. I asked Mr [REDACTED] whether this price included the solar rebate. He advised me that this included the rebate and that Solarbeam claim the solar rebate on behalf of their customers. He advised me that the solar rebate is around \$3,000.00 and that the price would generally be around or more than \$7,300.00 but they are discounting the price and claim the rebate on our behalf.
64. I then asked Mr [REDACTED] whether I have to pay upfront. He advised me that I would have to pay \$100.00 upon booking and then the remaining balance, \$3,200.00 on the day of installation. He advised me that the total I would pay is \$3,300.00.
65. I asked if Solarbeam provide finance. Mr [REDACTED] advised me that they provide 3 year finance and that every month I would pay around \$100.00.
66. I asked for the name of their finance provider and the interest rate. I was advised that their finance provider is Rate Setter Finance and that the interest rate is around 6%.
67. Mr [REDACTED] then advised me that there is a second option. He advised me that a Jem Visa Card could be provided to customers. He advised me that this was a card with 6 months off interest.
68. I asked Mr [REDACTED] if there were any costs for the card. He advised me that there aren't any if you pay it off within 6 months.

69. I then asked what the interest rate is if the card is not paid off before the conclusion of the 6 month period. He advised me that interest is between 7-8%. He asked me for my email address to send me more information, which I provided.
70. I instructed Mr [REDACTED] that I had received all the information I required and ended the phone call.
71. On 16 April 2020 at 2:24PM, I received an email from Mr [REDACTED] at Solarbeam attaching a quote [EXHIBIT KR-6].
72. On 23 April 2020 at 9:50AM, I attempted calling Mr [REDACTED] from Solarbeam to confirm details.
73. On 23 April 2020 at 10:42AM, Mr [REDACTED] returned my call. I asked him whether the Solarbeam also offered a Buy Now, Pay Later 0% interest loan.
74. He advised me that no one can offer finance without having a benefit. Mr [REDACTED] advised me again that they do have a Latitude Gem Visa Card finance option though. This card is a 0% interest card. He advised me that if I do not make the repayments within the time specified then they will charge me. He advised me that there are no account keeping fees, however, if there is money remaining then they will charge me with an interest rate. I confirmed that there are no account fees and no opening fees.
75. On 23 April at 11:06am, Mr [REDACTED] sent me a follow up email [EXHIBIT KR-6].

#### **Hello Solar**

76. On 16 April 2020 at 10:39AM I obtained the contact details for Hello Solar and attempted calling them to request a quote for solar panels. I did not get through, but left a voice message with my details.
77. On 17 April 2020 at 11:38AM, I received a call from [REDACTED] a person who identified themselves as a representative from Hello Solar. I instructed [REDACTED] that I wanted a quote for solar panels for my house.
78. [REDACTED] asked me for my address to which I instructed her that I was uncomfortable providing my address at this time. She insisted that I give her my address as she needed to know what system I required and what would fit on my roof. I instructed her that I lived in Ashmore, QLD, that I had previously had a solar panel installer look at my roof and that it could fit a 5kW inverter and 6.6kW solar panels.

79. █████ asked me several questions about my house and I instructed her that I had a single storey house, a north facing tiled roof and a single phase connection.
80. She advised me that a 5kW inverter and 6.6kW solar panel system would cost \$3,199.00. I asked whether this included the solar rebate, she advised me that it did. She advised me that the solar rebate is roughly \$3,000.00.
81. I asked whether the advised system was mid-range. █████ advised me that it was a high quality system and did not suggest upgrading the solar panels.
82. I asked whether I had to pay the \$3,199.00 upfront. █████ advised me that I could pay upfront on the day of installation or through finance. Finance is provided only for specific brands.
83. █████ advised me that the finance can be 50 months or 18 months and that their provider was Humm.
84. I asked whether there was any interest, to which █████ advised me that it was interest free, however there were costs involved.
85. █████ advised me that there is a start-up fee of \$70.00 and a fortnightly fee of \$4.00. She advised me that if I pay it off quickly I will pay less fees.
86. I instructed █████ that I had received all the information I required and ended the phone call.

### ***Solar Panel Providers Not Offering Buy Now, Pay Later Finance***

#### **Total Solar Solutions**

87. On 13 April 2020 at 2:43PM, I obtained the contact details for Total Solar Solutions and called them to request a quote for solar panels.
88. I spoke with a person who identified themselves as █████ and instructed her that I wanted a quote for solar panels for my house. She asked for my address to which I instructed her that I was uncomfortable providing my address at this time. █████ advised me that they would normally need to see my house, but asked if I knew what type of system I was after.
89. I instructed █████ that I was interested in a 5kW inverter and 6.6kW solar panels. She advised me that they only offer LG Solar Panels. She then asked me questions

about my house, to which I responded that I had a north facing tiled roof and a single phase connection.

90. [REDACTED] then provided me with information about a consumption monitoring system. This she advised is a smart meter that can determine the amount of energy I am using. She advised me that this is an additional cost of \$350.00.
91. I asked [REDACTED] for the price of the 5kW inverter and 6.6kW solar panels. She advised me that the price after the Federal Government STC rebate is removed is \$11,585.00. The VIC rebate of \$1,888.00 would then need to be taken off, making the principal cost of the system \$9,697.00 following the Federal and State rebates being taken off. This does not include the cost of the smart meter.
92. I asked [REDACTED] if they offer finance options. She advised me that they do offer finance through Community First which she described as a green loan. I asked what the interest rate is and she advised me that it is around 6% at the moment.
93. I then instructed [REDACTED] that I had heard of providers offering Buy Now, Pay Later 0% interest finance options, and asked her if Total Solar Solutions offered this type of finance.
94. [REDACTED] said they do not offer that type of finance because it does not align with the company's values.

### **Sunrun Solar**

95. On 23 April 2020 at 3:00PM, I obtained the contact details for Sunrun Solar and called them to request a quote for solar panels.
96. I spoke with a person who identified themselves as [REDACTED] and instructed him that I was interested in getting a quote for solar panels. [REDACTED] asked for my address to which I instructed him that I was uncomfortable providing my address at this time.
97. [REDACTED] continue to ask questions about my house to which I instructed him that I have a tiled roof, single storey house and single phase connection. I instructed [REDACTED] that I was interested in a 5kW inverter and 6.6kW solar panels.
98. [REDACTED] asked me if I preferred a particular brand, to which I responded that I did not have a specific brand in mind I was just after a mid-range system.

99. [REDACTED] advised me that 20 Chinco panels will make a 6.6kW solar panel system and that they come with a warranty. In terms of the inverter, he advised me that I can go with Solis a Chinese brand or Fronius a European brand.
100. [REDACTED] advised me that I was looking at around \$5,050.00 as the principal cost of the system without taking into consideration the rebate. Taking off the Vic State rebate, the total principal cost was \$3,162.00.
101. I then asked [REDACTED] if Sunrun Solar provide finance options. He said they do offer finance with Brighte Finance. He advised me that the interest rate is a flat rate of 7.99%.
102. I then instructed [REDACTED] that I had heard of providers offering Buy Now, Pay Later 0% interest finance options, and asked him if Sunrun Solar offered this type of finance. [REDACTED] advised me that they did not offer that type of finance.
103. I instructed [REDACTED] that when speaking with other solar panel providers that offer finance through Brighte Finance they did offer a no interest loan option. [REDACTED] advised me that they do not offer that type of finance, and that I would have to lodge an application with Brighte Finance to discuss what finance they might offer me.

#### **HP Energy / Home Solar Panels Melbourne**

104. On 23 April 2020, I obtained the contact details for Home Solar Panels Melbourne and attempted calling them to request a quote for solar panels. I did not get through, but left a voice message with my details.
105. On 24 April at 10:00AM I received a call back from a person who identified themselves as [REDACTED] at HP Energy / Home Solar Panels Melbourne. I spoke with [REDACTED] and instructed him that I was interested in getting a quote for a 5kW inverter and 6.6kW solar panels.
106. [REDACTED] asked for my address to which I instructed him that I was uncomfortable providing my address at this time. He pushed further for my address, advising me that they had to do a quote certain ways through mapping. I again instructed [REDACTED] that I was still not comfortable providing him with my address.
107. [REDACTED] advised me that if I do not want to provide my address that would be fine, he would just need some details about my house. He asked whether my house is single storey with a single phase connection. I instructed that it was a single storey house with a single phase connection.

108. [REDACTED] then continued to discuss what the solar panels were made of. He advised me that the principal cost of the solar panels after the rebate has been taken off is \$3,388.00.
109. I then asked [REDACTED] if HP Energy offer finance. He advised me that I was better off getting the interest free loan with the VIC Government. I asked who their finance provider was, to which I was advised they have multiple brokers. He was not sure of the names, but thought Futurity Finance was one of them.
110. I asked what the rate of interest was on the finance. [REDACTED] advised me that it was around 7% or so but he was not sure. I asked [REDACTED] if there was another member of the team who I could discuss finance with. He said that there is someone I could call.
111. I asked [REDACTED] whether he knew or not if they offered a Buy Now, Pay Later 0% interest loan. He said he was not sure, he did not think so. He advised me that people pay more money for that type of finance.
112. He then provided me with the details for his colleague [REDACTED] who would be able to answer my questions about finance.
113. On 24 April 2020 at 10:18AM, I attempted calling [REDACTED] to discuss finance options offered by HP Energy / Home Solar Panels Melbourne. I could not get through, so I left a message with my details.
114. On 24 April 2020 at 10:46AM, I received a call from [REDACTED] at HP Energy / Home Solar Panels Melbourne. I instructed [REDACTED] that I had previously spoken with [REDACTED] at HP Energy / Home Solar Panels Melbourne who advised me to contact him regarding finance.
115. I asked [REDACTED] which finance company they are with, to which he advised me that the finance company they use is Australian Solar Finance. I asked what the rate of interest was to which he relied that it depends on a person's profile. For people that are high risk the rates are high, for people that are low risk the rates are low. The finance company would have to assess me before they could advise me of the interest rate.
116. I then instructed [REDACTED] that I had heard of providers offering Buy Now, Pay Later 0% interest finance options, and asked him if HP Energy / Home Solar Panels Melbourne offered this type of finance. [REDACTED] advised me that they did not offer that type of finance.



**Sunterra**

117. On 23 April 2020 at 4:34PM, I obtained the contact details for Sunterra and called them to request a quote for solar panels.
118. I spoke with a person who identified themselves as [REDACTED] and instructed him that I was interested in getting a quote for solar panels. [REDACTED] asked for my address to which I instructed him that I was uncomfortable providing my address at this time. I instructed him that I was interested in a 5kW inverter and 6.6kW solar panels.
119. [REDACTED] advised me that without assessing my roof he would only be able to provide me with a rough quote. I instructed [REDACTED] that a rough quote would be fine.
120. [REDACTED] advised me with the principal cost of the solar panels before the rebate is taken out is \$5,599.00. After the \$1,888.00 state rebate is taken off the price the cost is \$3,711.00. He advised me that I can also get a \$1,888.00 Victorian Government loan with no interest.
121. I asked [REDACTED] if Sunterra offered finance. He advised me that they are a retailer with CEC (Clean Energy Council) the governing body for solar. He advised me that he can refer me to a couple of parties to discuss finance but cannot give much detail himself. [REDACTED] advised me that they use two companies Rate Setter and Brighte Finance.
122. I asked [REDACTED] what the rate of interest is with the two companies. He advised me that he could not tell me and that I would need to discuss this directly with the finance company.
123. I then instructed [REDACTED] that I had heard of providers offering Buy Now, Pay Later 0% interest finance options, and asked him if Sunterra offered this type of finance. [REDACTED] advised me that:
- a. they did not offer that type of finance because they have CEC retailership status;
  - b. they have signed an agreement where they adhere to a certain code of conduct;
  - c. any finance that Sunterra offers is subject to a credit check;
  - d. the buy now, pay later option is a “dodgy practice” and people get trapped in bad financial agreements;
  - e. under their CEC retailership status they are not allowed to offer it.

124. He then provided me with his direct contact details if I had any further questions I needed to ask.

### **SAE Group**

125. On 16 April 2020 at 4:06PM, I obtained the contact details for Sun Power and called them to request a quote for solar panels. I spoke with a person who identified themselves as [REDACTED] and provided my contact details and noted that I lived in Ashmore, QLD. I was advised that I would receive a call back from a partner installer of solar panels.
126. On 17 April 2020 at 11:57AM, I received a call from a person who identified themselves as [REDACTED] a representative from SAE Group. I instructed [REDACTED] that I wanted a quote for solar panels for my house.
127. [REDACTED] asked for my address in order for him to see what type of system would fit on my roof. I instructed [REDACTED] that I am not comfortable giving out my address at this stage and noted that I was interested in a 5kW inverter and 6.6kW solar panels.
128. [REDACTED] provided me with some information about SAE Group. He advised me that a system fully installed would cost \$5,500.00. This included mid-range inverter with a 12 year warranty and solar panels with a 15 year warranty and 25 year performance warranty.
129. I asked if the price included the solar panel rebate. [REDACTED] advised me that it did include the rebate, and stated that the cost of the system would normally cost between \$9,000.00 and \$10,000.00. I asked how much the rebate was to which we answered around \$3,500.00.
130. I asked [REDACTED] whether I would have to pay for the system upfront. He advised me that I could go onto a payment plan where I could pay \$0 deposit and then \$26.00 a week for 60 months.
131. I asked who the finance provider was and whether there was any interest. [REDACTED] advised me that the finance provider is Parker Lane and that interest is just under 6%. He also suggested that I could put the cost of the system onto my mortgage.
132. [REDACTED] advised me that if I were to pay upfront, I would pay \$1,750.00 deposit and then the rest of the balance on the day of installation.

133. I instructed [REDACTED] that I had received all the information I required and ended the phone call.
134. On 17 April 2020 at 1:39PM, I received an email from [REDACTED] at SAE Group attaching a quote [EXHIBIT KR-7].
135. On 24 April 2020 at 9:58AM I called [REDACTED] from SAE Group to confirm details. I asked him whether the SAE Group also offered a Buy Now, Pay Later 0% interest loan.
136. [REDACTED] advised me that they do not offer a loan with 0% interest, only finance with 6% interest.

### ***Solar Panel Providers Contacted That Have Not Provided a Quote***

#### **First Choice Solar**

137. On 23 April 2020 at 2:29PM, I obtained the contact details for First Choice Solar and attempted calling them to request a quote for solar panels. My call was directed to the mail box of First Choice Solar. I left a voice message providing my contact details and requested a call back.
138. I did not receive a call back from First Choice Solar. As a result I did not obtain a quote from this solar panel provider.

#### **Infinite Energy**

139. On 23 April 2020 at 2:38PM, I obtained the contact details for Infinite Energy and called them to request a quote for solar panels. I spoke with a person who identified themselves as [REDACTED] and instructed him that I wanted a quote for solar panels. He asked me where I was located, to which I instructed that I lived in Richmond.
140. [REDACTED] advised me that Infinite Energy do not install solar panels for residential properties in Victoria. As a result I did not obtain a quote from this solar panel provider. He provided me with the contact details for [REDACTED] at Smart Energy Answer.

#### **Smart Energy Answer**

141. On 23 April 2020 at 2:42PM, after being provided the contact details Smart Energy Answer by a person who identified themselves as [REDACTED] at Infinite energy, I attempted contacting [REDACTED] to request a quote for solar panels. My call was directed to the mail box

of Smart Energy Answer. I left a voice message providing my contact details and requested a call back.

142. I did not receive a call back from Smart Energy Answer. As a result I did not obtain a quote from this solar panel provider.

**Trione Energy**

143. On 23 April 2020 at 2:57PM, I obtained the contact details for Trione Energy and called them to request a quote for solar panels. I spoke with a person who identified themselves as [REDACTED] and instructed that I was interested in getting a quote for a solar panel system.

144. I was advised that the Sales Team were on a break and would call me back. I did not receive a call back from the Trione Sales Team. As a result I did not obtain a quote from this solar panel provider.

**Do Solar**

145. On 23 April 2020 at 3:31PM, I obtained the contact details for Do Solar and called them to request a quote for solar panels. I spoke with a person who identified themselves as [REDACTED] and instructed him that I was interested in getting a quote for a 5kW inverter and 6.6kW solar panel system.

146. He asked for my details and advised me that he would provide my contact details to the sale manager to call me back. I did not receive a call back from Do Solar. As a result I did not obtain a quote from this solar panel provider.

AFFIRMED by the deponent  
at Melbourne on 4 May 2020

Katherine Ross

.....

.....  
Before me:

**IN THE AUSTRALIAN COMPETITION TRIBUNAL  
APPLICATION BY FLEXIGROUP LIMITED  
ACT 1 OF 2019**

**Certificate identifying exhibit**

This is the exhibit marked **KR-1** now produced and shown to Katherine Eliza Louise Ross at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit

Katherine Ross

## MEMO

**To:** Maurice Blackburn  
.....  
**From:** Ursula Noye  
.....  
**Date:** 31 March 2020  
.....  
Request for pro bono assistance  
Consumer evidence - ACT 1 of 2019  
**Re:** Our ref 495916  
.....

---

### 1. Summary

2. Consumer Action Law Centre (**CALC**) requests your pro bono assistance in the collection and collation of consumer evidence ('shadow shopping') for review and advice from its counsel, and (subject to that review) for filing in support of its intervention in proceeding number ACT 1 of 2019 before the Australian Competition Tribunal (**Tribunal**). We note that the evidence collated, and any other documents prepared for that purpose, ought to be regarded as confidential and subject to legal professional privilege.
3. The proceeding is an application by FlexiGroup Ltd (**FlexiGroup**) to the Tribunal (see **attachment A**) for review of the Australian Competition and Consumer Commission (**ACCC**) Determination to conditionally authorise the New Energy Tech Consumer Code (**Code**) (see **attachment B**).
4. On 16 March 2020, CALC was granted leave to intervene in the proceeding, together with ASIC and Ratesetter, a competitor of Flexigroup (see **attachments C and D**).
5. By orders amended on that date, CALC is due to file its evidence by 21 April 2020 (see **attachments D and E**). We note that given the current climate of responding to COVID-19 (coronavirus), there may be delays in the hearing of the proceeding and consequent deferrals of Tribunal filing dates.
6. **Parties and representatives**
  - FlexiGroup Ltd (ACN 122 574 583) - Applicant for review of the Determination – Represented by Clayton Utz

- Australian Competition and Consumer Commission - Author of the Determination – Represented by Australian Government Solicitor
- Australian Energy Council (**AEC**), Clean Energy Council (**CEC**), Smart Energy Council (**SEC**) and Energy Consumers Australia (**ECA**) - Applicants for authorisation of the Code – Represented by Allens
- Australian Securities and Investments Commission (ASIC) – Intervener – Represented in house
- Ratesetter – Intervener – Represented by Johnson Winter & Slattery

## 7. Assistance sought

8. Specifically, Consumer Action seeks your assistance with the following:

- A. Collection of data from a survey of solar panel providers on the provision of options, including BNPL products, to finance the purchase of residential solar panels; and
- B. Collation of that evidence, including:
  - a. the survey data results; and
  - b. preparation and settling of witness statements from those collecting the survey data.

## 9. Proposed methodology

10. It is important that a consistent approach to the data collection is maintained. We therefore set out below a guide to its collection and collation.
11. In order to provide meaningful data, we request that data be collected from at least 12 different solar providers, including 4 small providers, 4 medium sized providers and 4 large providers. We enclose a list of solar panel providers for your reference (see **attachment F**).
12. We also request that addresses for properties be given in Victoria, New South Wales and Queensland in order to understand the impact, if any, of the varying rebate schemes on the provision of finance options.
13. This means that, in total, 36 attempts will be made to obtain quotes (4 small, 4 medium and 4 large, in each of 3 states).
14. To collect the survey data, we request that staff:

- A. Contact the solar panel provider, either by:
- a. Telephone; or
  - b. By adding a telephone number to the lead generation sites:
    - i. Solar Calculator: <https://solarcalculator.com.au/solar-quotes/>
    - ii. Solar Choice: <https://www.solarchoice.net.au/>
- B. Request a quote for solar panels, using the attached draft script (see **attachment G**).
- C. Record the responses systematically, in a database that is able to be shared with CALC.
15. We understand that you may have difficulty obtaining quotes where an inspection of the property is required. In this case, we do not require that a quote be pursued but do request that this data be recorded for completeness.
16. We note the different rebate schemes in operation in different states and request that details of these rebates be recorded in order that we can obtain a fuller picture of the costs to consumers of purchasing and installing residential solar panels in different states.
17. We request your assistance to prepare and settle witness statements for the persons contacting the solar panel companies detailing their conduct.

## 18. Contact

19. Please advise CALC, contact details as follows:

Ursula Noye, Special Counsel  
Consumer Action Law Centre  
(03) 9670 5088 / 0409 542 314  
[ursula@consumeraction.org.au](mailto:ursula@consumeraction.org.au)

Rex Punshon, Solicitor  
Consumer Action Law Centre  
(03) 9670 5088  
[rex@consumeraction.org.au](mailto:rex@consumeraction.org.au)

## 20. Attachments

21. We attach the following documents for your information:

- A. Application by FlexiGroup Limited for review of the ACCC Determination to conditionally authorise the Code dated 30 December 2019



- B. ACCC Final Determination dated 5 December 2019
- C. CALC application for leave to intervene and attachments dated 21 February 2020
- D. Application by Flexigroup Limited [2020] ACompT 1 dated 16 March 2020
- E. Orders dated 4 February 2020
- F. List of solar panel providers (amended)
- G. Draft script

**IN THE AUSTRALIAN COMPETITION TRIBUNAL  
APPLICATION BY FLEXIGROUP LIMITED  
ACT 1 OF 2019**

**Certificate identifying exhibit**

This is the exhibit marked **KR-2** now produced and shown to Katherine Eliza Louise Ross at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit

Katherine Ross

## Solar Panel Secret Shopping

### Draft script

- “Looking to get just a rough quote for solar panels for my house”
- “It is something new that my partner and I are looking into so that we can get an idea of how much it will cost us/ if we can afford it”
- They may then ask: How much do you spend per quarter on electricity?
  - Reply: “About \$540 per quarter”
- They will generally then ask: What is your address?
  - Reply: “I only want a rough quote for now before proceeding further and therefore am not comfortable providing specific address.”
- At this point, they may try to push for a street address so it may be useful to say to them:
  - “I’ve done some research and I want to know about a 5kw inverter and 6.6kW solar panels”
    - Alternatively, you can also add that “your friend” who has a similar house has a unit that is of those specifications
  - Other details that might be good to share here:
    - 1 phase connection
    - Single storey house
    - North facing roof
    - Tiled roof
- They will then give you a quote, usually a wide range; they may also mention that it depends on what you want
  - “What I want depends on how much it costs; maybe something mid-range?”
- When they provide you with a quote, they may mention the solar rebate.
  - If they don’t, ask about whether the price includes the rebate
  - They may run through whether you are eligible for the rebate with you
- Next, ask about how you can pay:
  - “So... that is a lot of money. Do I have to pay upfront? OR Can I pay by instalments?”
  - If they say yes, then find out more details like:
    - Do you guys go through a finance provider? (e.g. Humm, Brighte)
    - Do I need to pay interest?
    - If they say it is interest free, ask whether it costs the same as when you pay upfront (in a subtle way). Generally, if you ask to pay by instalments they may tell you that the price they just quoted you will be different. Then they may ask you about how you want to pay (e.g. fortnightly for 3 years/ in 4 instalments...), \*sound unsure\* then ask whether they can provide you with written quotes for different amounts so that you can “discuss with your partner what we can afford”.

**Commented [UN1]:** If pushed, provide a street and suburb in the proximity of the business address the caller is using

**Commented [UN2]:** This information ought only be given if pressed and in the context that it was information passed on by a friend or that the caller saw online

**Commented [UN3]:** This information ought only be given if pressed and in the context that it was information passed on by a friend or that the caller saw online

**IN THE AUSTRALIAN COMPETITION TRIBUNAL  
APPLICATION BY FLEXIGROUP LIMITED  
ACT 1 OF 2019**

**Certificate identifying exhibit**

This is the exhibit marked **KR-3** now produced and shown to Katherine Eliza Louise Ross at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit  
Katherine Ross

**List of 12 Australian solar providers:**

1	Energy Matters
2	Oz Smart Energy
3	Nemco
4	SunBoost
5	Instyle Solar
6	NRG7
7	Solargain
8	Arise Solar
9	Hello Solar
10	More Green Energy
11	Your Choice Solar
12	Fair Value Energy

Additional solar providers in the event that any of the above cease to exist:

13	Solar Naturally
14	Sun Power
15	Alliance Solar
16	Sun Opt

**IN THE AUSTRALIAN COMPETITION TRIBUNAL  
APPLICATION BY FLEXIGROUP LIMITED  
ACT 1 OF 2019**

**Certificate identifying exhibit**

This is the exhibit marked **KR-4** now produced and shown to Katherine Eliza Louise Ross at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit

Katherine Ross

**Prepared by:** [REDACTED]  
(03) 9071 2415  
[REDACTED]@energywired.com.au

**For: Kate**  
8 Corsair St, Richmond

Quote #: 36424  
Valid until: 7th May 2020



## Solar Energy System Proposal

Dear Kate,

Thank you for the opportunity to present your Solar Energy System Proposal.

Best Regards,  
[REDACTED]  
**EnergyWired**

## WHAT WE DO

**energywired** provides quality solar systems to homes, schools and businesses. We pride ourselves in being brand-independent. This means we are able to make honest recommendations on the most reliable components and cost-effective solutions.

While the quality of components is key, the care and attention to detail during install is equally important. This is where **energywired** distinguishes itself. With a wealth of experience and a reputation for quality and safety to uphold, we make sure we do it right the first time.

What's more, **energywired** installers are accredited by the Clean Energy Council and qualified A-grade electricians who can also perform general electrical work.

We would be delighted to help you select a solar system so that you can generate your own free solar energy from the sun.

## WHY SOLAR? ENVIRONMENT

For the Environment - Climate change (i.e. global warming) is caused by excessive emission of CO<sub>2</sub>. 90% of Victorian electricity is produced from coal, a major contributor to climate change. Solar power is pollution and greenhouse gas-free energy.

## SAVE MONEY

While there are up-front costs to buying solar panels, your energy bills will be lower as you don't need to purchase as much electricity from your electricity provider. In addition, Victorian energy utilities will pay for electricity fed back into the electricity grid generated from a solar system. Don't forget, experts are forecasting electricity prices to increase by 66% by 2020.

## WARRANTY

Solar Panels are Long-Lasting - Our solar panels typically come with a 25-year manufacturer's warranty for minimum power output and require only minimal maintenance. Inverters come with a 5 or 10-year manufacturer's warranty, and installation, operation and performance come with a 5-year warranty in addition to consumer rights under Australian Consumer Law.

## YOUR HEALTH

Improve Public Health - Scientists have shown that air pollution from coal-generated power plants is a major contributor to asthma attacks. The broad adoption of solar-generated energy in Australia will improve air quality and reduce the prevalence of asthma attacks



### Recommended System Option

**6.6kW**

System Size

**\$1,533**

Estimated Annual  
Electricity Bill Savings

**\$10,189**

Total System Price  
including GST

**\$3,661**

Net System Price  
including GST



### System Hardware

#### Solar Panels

**Trina Solar**

**6.6 kW** Total Solar Power

**20 x 330 Watt Panels** (TSM-330DD06M.08(II))

**8,154 kWh** per year

#### Inverter

**SMA**

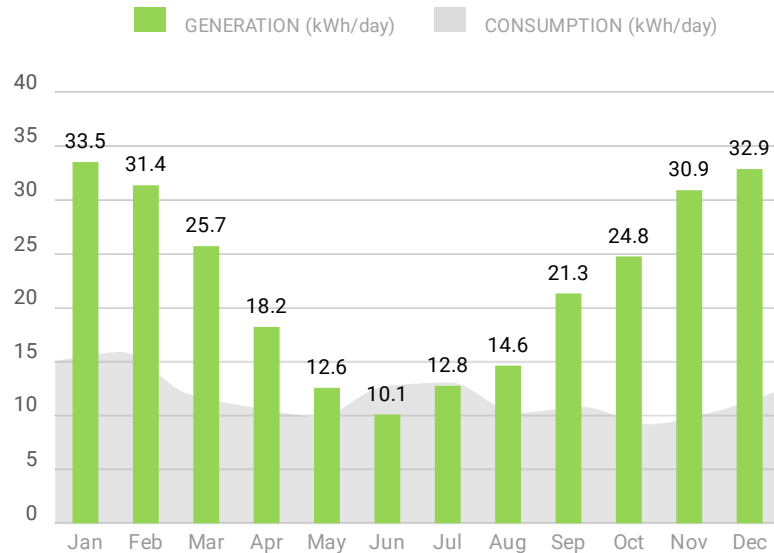
**5.0 kW** Total Inverter Rating

1 x SB5.0-1AV-40

Warranties: 10 Year Panel Product Warranty, 25 Year Panel Performance Warranty, 10 Year Inverter Product Warranty, 10 Year Additional Inverter Parts Warranty.

## System Performance

**189%**  
Energy from Solar



System Performance Assumptions: System Total losses: 17.1%, Inverter losses: 3.5%, Shading losses: None, Output Calculator: PVWatts v6. Panel Orientations: 10 panels with Azimuth 8.3 and Slope 20, 10 panels with Azimuth 278 and Slope 20.

## Environmental Benefits

Solar has no emissions. It just silently generates pure, clean energy.



Each Year

**189%**  
Of CO<sub>2</sub>, SO<sub>x</sub> & NO<sub>x</sub>

**9 tons**  
Avoided CO<sub>2</sub> per year

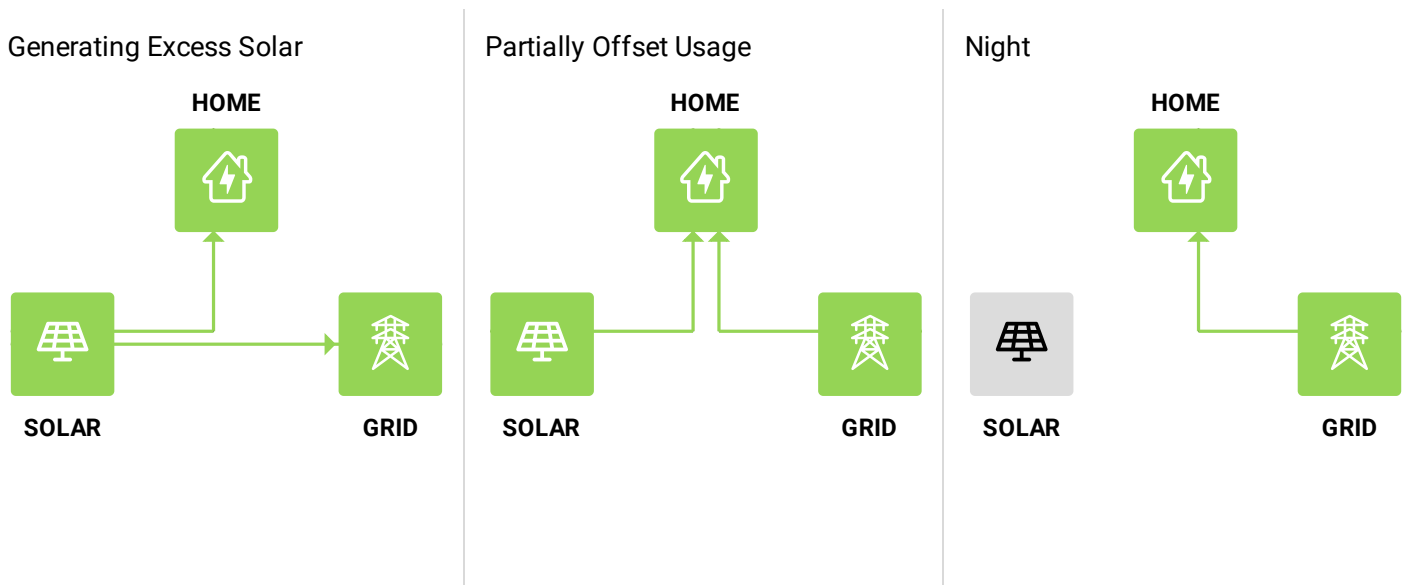
Over System Lifetime

**259,654**  
Car km avoided

**1,669**  
Trees planted

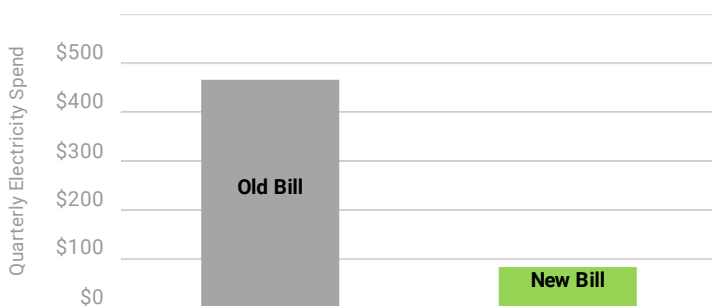
**186**  
Long haul flights avoided

## How your system works

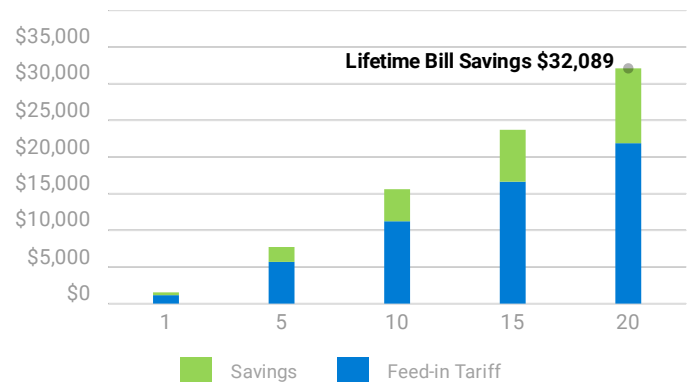


## Electricity Bill Savings

First Year Quarterly Bill Savings



Lifetime Bill Savings



Tariff not specified, using Energy Australia Residential Basic Home Anytime (CitiPower C1R) based on location.

Your projected energy cost is calculated by considering a 3.0% increase in energy cost each year, due to trends in the raising cost of energy. This estimate is based on your selected preferences, current energy costs and the position and orientation of your roof to calculate the efficiency of the system. Projections are based on estimated usage of 4320 kWh per year, assuming Energy Australia Residential Basic Home Anytime (CitiPower C1R) Electricity Tariff.

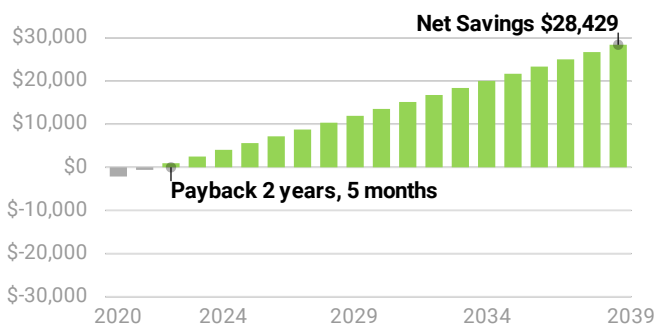
Your electricity tariff rates may change as a result of installing the system. You should contact your electricity retailer for further information.

## Net Financial Impact Bank Transfer

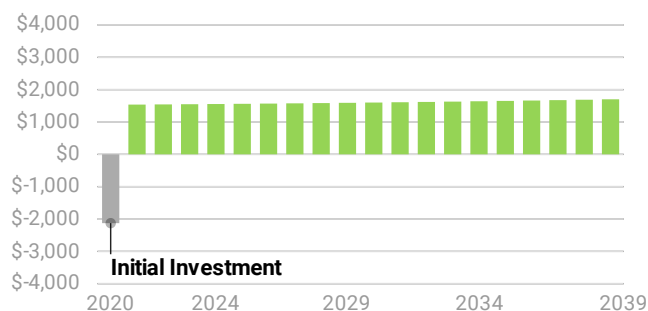
Payment Option: **Bank Transfer**

$$\begin{array}{rclcl}
 \$32,089 & - & \$3,661 & = & \$28,429 \\
 \text{Utility Bill Savings} & & \text{Net System Cost} & & \text{Estimated Net Savings}
 \end{array}$$

Cumulative Savings From Going Solar



Annual Savings From Going Solar



Estimates do not include replacement costs of equipment not covered by a warranty. Components may need replacement after their warranty period. Financial discount rate assumed: 6.75%

## Quotation

### Payment Option: Bank Transfer

20 x Trina Solar 330 Watt Panels (TSM-330DD06M.08(II)) 1 x SB5.0-1AV-40 (SMA)	
Total System Price	<b>\$10,188.80</b> Including \$926.25 GST
STC Point of Sale Discount	<b>\$2,752.00</b> STC Quantity: 86.0 @ STC Price: \$32.0, excluding GST.
Victorian Solar Home Loan <small>Up-to \$1,888 Solar Home loan (0% interest) provided by the Victorian Government. ROI/Payback period shown here does not reflect inclusion of these repayments.</small>	<b>\$1,888.00</b>
Victorian Solar Home Rebate	<b>\$1,888.00</b>
<b>Purchase Price</b>	<b>\$3,660.80</b> Including \$ 926.25 GST
<b>Deposit Payable</b>	<b>\$366.08</b> Including \$92.63 GST

Price excludes Retailer Smart Meter should you want us to install your Smart Meter it will be an additional cost.  
This proposal is valid until 7th May 2020.

Signature	_____	
Name	_____	Date _____
<b>Payment Details: Offline Payment</b>		
Contact your sales representative regarding payment.		

Our agreement with you is defined by the Quotation and the Terms and Conditions below and is binding on you. Please read them carefully to ensure that you understand and are prepared to agree to these terms.

## Parties

“We”, “Us”, “Company” means Energy Wired Pty Ltd

“You” means the person who Agreements with us named in the Quotation.

## Definitions

“Agreement” means the contracted agreement including the Quotation and Terms and Conditions formed between You and Us in relation to the Installation;

“Completion” means the Installation of the System at the Property and the demonstration to you or agreed parties of the operational availability of the System in accordance with the Quotation, notwithstanding any minor faults which do not affect the operational availability of the system, which are to be corrected as soon as practicable after completion.

“Deposit” means the sum specified in the Quotation as payable upon acceptance;

“Force Majeure Event” means any event outside our control;

“Installation” is the standard installation of the system components and interconnection;

“Liability” means actions, awards, costs or damages, expenses, loss of income, penalties or any other losses direct or indirect;

“System” means the energy system agreed to be installed by Us at your property as detailed in the Quotation;

## 1. Consent Of Authorising Party

1.1 By acceptance of this quotation, you are confirming that you are the owner or a person authorised to act on behalf of the owner and that any co-owners have consented to the Installation.

## 2. Pricing

2.1 The pricing set out in this Quotation is providing to the best of our knowledge as a Standard Installation.

2.2 Should further information in the course of installation reveal that it is a Non-Standard Installation, additional fees may be required and you will be notified of any such cost in writing. This may occur due to requirements for electrical switchboard repairs or upgrade, issues with integrity of roof or mounting surfaces, unforeseen access difficulties or other such impediments to a Standard Installation.

2.3 If we notify you in writing that the price is being increased you must reply in writing within 4 weeks stating either you accept the increase or that you wish to cancel the Agreement. If you fail to notify us within 4 weeks that you accept the increase in price, this Agreement will be cancelled.

2.4 In the event that this Agreement is cancelled in accordance with this clause your deposit will be returned to you but cancellation will be without further Liability attaching to either party.

2.5 You are advised to contact your electricity retailer to discuss impact of installing solar on your current tariff rates.

## 3. Payment

3.1 Payment of a deposit is required upon acceptance of this Agreement.

3.2 You may cancel this Agreement within 10 days of signing this Agreement with full refund of this deposit.

3.3 You acknowledge and agree to your obligation for full payment according to the payment terms set out herein.

3.4 You acknowledge that We may be required to obtain goods from interstate or overseas to satisfy the order comprised by this Agreement and as a consequence enter into binding irrevocable undertakings to acquire the goods.

3.5 The deposit is forfeited if this Agreement is terminated due to a default on your part.

3.6 If You fail to pay any amount that is due and payable under this Agreement, We will be entitled to interest on the unpaid amount (both before and after judgment) at the rate applicable to judgment debts together with any costs associated with the collection thereof including, without limitation, any legal costs.

3.7 The Total Price as stated in the Quotation was based on information supplied by you. If either party ascertains that the Information was materially inaccurate to such an extent that additional costs would exceed 5% of the Total Price, then this Agreement may be deemed invalid and result in a revision of the Total Price. Should a revised Agreement be reached, either party may terminate this Agreement by giving 5 days written notice to the other party.

#### 4. Renewable Energy Certificates \*

4.1 You authorise us to sign and apply for REC certificates in your name and for Us to trade or receive payment for these RECs on our behalf. A discount is made off the Total Price of the Quotation in respect to the currently offered tradable value of these certificates to arrive at the Total Payable amount.

4.2 You agree to provide all information that is required for REC applications and to sign authorising documents for such certificates.

4.3 If the value of the REC Credit at the time of installation varies from the value shown in the quote by greater than 5%, you acknowledge that the Total Payable Price can be adjusted accordingly to ensure complete payment of the Total Price.

\* Renewable Energy Certificates are created when eligible renewable energy generators are installed. These may be created under the STC or LGC scheme and referred to in this way..

#### 5. Authority To Install

5.1 You are responsible for any required local government planning, building, or heritage approvals. The Company accepts no liability for any breach of local planning regulation.

#### 6. Connection Application

6.1 This Agreement may be subject to an approval process with your Electricity Network Provider. You agree to provide any information and approval to enable the Company to make such application on your behalf. In the event that no approval can be obtained to connect to the electricity grid (for a grid-connected system) you have the right to terminate this agreement.

#### 7. Access

7.1 You agree to provide sufficient and appropriate access to Us (and our employees, agents, or Agreementors) as maybe required to effect the Installation.

7.2 You agree to ensure that the Property is kept clear and allow access to enable work to be carried out at all reasonable times including at weekends and on public holidays and to permit, without charge, access to an electricity supply on site.

#### 8. Installation

8.1 We will deliver the System detailed in the Quotation unless changes have agreed in writing

8.2 We undertake to ensure that the System is installed in a good and tradesman like manner, by persons who are duly trained, licensed and registered for the work to be performed, and where applicable accredited for Installation by the Clean Energy Council and other regulatory bodies. We also undertake to ensure components are installed in accordance with any prevailing legislative or regulatory requirements and to the appropriate Australian Standards.

8.3 The installation will take place within two months of the receipt of deposit unless agreed in writing. The estimated date for the Installation will be given upon acceptance of this quote. This date is subject to approvals, delivery of components, weather, and other logistical considerations and is not a condition of this Agreement. However we will use reasonable efforts to work to this timeframe and negotiate any scheduling changes as may be required.

8.4 Following completion of the Installation, you will be asked to sign an acknowledgement that the Installation has been completed and that you have been told how the System operates and informed of the shutdown procedure.

8.5 In the event of changes to system design the consumer must consent to these changes in writing prior to installation and be offered a full refund.

## 9. Our Right to Terminate

9.1 The Company may terminate this Agreement if:

You fail to comply with the terms of this Agreement

If you cease to own the Property prior to complete installation

## 10. Your Right to Terminate

10.1 You may terminate this Agreement if:

(a) In the event that no approval can be obtained either by You or Us to connect to the electricity grid (for a grid-connected system)

(b) Installation has not been completed within 90 days of the expected Installation date.

10.2 We will provide You with a full refund upon request when:

(a) the final system design provided is significantly different to that quoted at the point of contract and is not signed off by You;

(b) the site-specific full system design and performance estimate is provided as a deliverable of the contract and:

(i) this information is not provided before the expiry of any cooling-off period; and

(ii) you do not consent to this information upon receiving it;

(c) the estimated delivery timeframe for installation completion that was agreed upon at the point of contract is not honoured, for reasons reasonably within Our control, and You do not consent to a revised timeframe;

(d) extra chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by Us and You do not consent to these additional costs.

## 11. Defective Products

11.1 In the unlikely event that the System does not conform to the Quotation, please let us know as soon as possible after completion of the Installation. If the issue cannot be resolved by telephone, we will arrange for a representative to attend your Property to determine any problem with the System on a date agreed between You and Us. If our representative determines that the System is faulty, we will arrange for the System to be repaired or replaced, on a date agreed between you and us, at no additional cost to you.

## 12. Guarantees

12.1 You will, upon completion of the Installation, be provided with guarantees from the Company to cover the materials, labour, operation and performance of the Installation for varying periods as shown below from the date the installation confirmation is signed by you:

12.2 All supplied materials are supplied with a 5 year warranty covering defects in materials and workmanship but not where interference with the system by an unauthorised person has caused the fault or defect. The warranty includes any call outs, labour and other expenses associated with the repair or replacement of the defective part or system. The company endeavours to but is not bound by its commitment to rectify any fault within 7 days of notification.

12.3 The solar modules are additionally supplied with a manufacturer's product warranty and peak power warranty. The warranty terms will be supplied to you at the time of purchase. The Company may, at its discretion offer one of the following remedies in the event of a successful claim against the module performance warranty; 1) to replace the defective module/s 2)



refund the percentage of the cost of the module to the customer representing the percentage of the power output less than 80% of the nameplate power rating. The company endeavours to but is not bound by its commitment to rectify any fault within 14 days of notification.

12.4 The installation labour, performance and operation are guaranteed for 5 years and includes the repair and replacement of any unreasonable damage caused during the installation period or can be shown to have been caused as a direct result of the installation. The company endeavours to but is not bound by its commitment to rectify any fault within 7 days of notification.

12.5 The repair, replacement or part refund of the system or any component therein does not cause the beginning of new warranty terms.

12.6 This warranty is transferable only when the product remains installed in its original location as noted in the Quotation. You do not need permission from the Company to transfer this warranty but the Company does need to be informed of such transference.

12.7 The company accepts no liability for any loss of revenue from any energy export tariff or other mechanism during the period the system is inoperative due to fault or system failure.

12.8 All supporting documentation provided with the quote is of a general and indicative nature only and, while we endeavour to provide an accurate assessment, this does not provide any guarantee of performance or financial returns beyond the scope of the guarantees stated herein.

12.9 Your rights under consumer law are maintained and this contract in no way diminishes these rights.

### 13. Liability

13.1 Our liability for breach of any express or implied condition or warranty is limited, to the extent permitted by law, to the repair or replacement of the relevant System or component.

13.2 We make no representations or warranties to you in connection with any System or their installation, except for those warranties set out in this Agreement and those warranties which cannot be excluded from this Agreement.

13.3 To the maximum extent permitted by law, we have no liability to you for breach of this Agreement other than as set out in the preceding paragraph and, in particular, we have no liability to pay any damages or compensation for breach of the Agreement.

### 14. Events Outside Our Control

14.1 We will not be Liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by a Force Majeure Event.

14.2 Our obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to find a solution by which our obligations under these terms and conditions can be performed despite the Force Majeure Event.

### 15. Complaints Procedure

While we always aim to provide you with excellent customer service, if you haven't received the service you expected, you have the right to make a complaint.

A complaint means an expression of dissatisfaction made to us in relation to our products or the complaints handling process itself, where you expect a resolution. Contacting us to request technical support or to report a service issue is not necessarily a complaint. Where it's not clear to us, we'll ask you to confirm that you wish to make a complaint.

During the course of your complaint, we will treat you with fairness and courtesy and will provide a fair and reasonable outcome to all parties involved. Our complaints process is designed to encourage the fast and efficient resolution of your issue at the first point of contact.

15.1 Warranty performance or any other grievance can only be settled by sending an email or letter outlining the cause of the claim to the Company.

15.2 All complaints will be recorded and the Company will confirm its receipt of such notice, in writing, including a reference for all subsequent communication. Contact us if you have not received a receipt within 7 days.

15.3 Where required, the Company will send a representative to make an initial inspection within 14 days of receipt of the notice. We aim to resolve all complaints within period of 30 days.

15.4 If our Customer Service team is not able to resolve your complaint in the first instance, your complaint will be escalated to a supervisor or team manager for further assistance. If at any stage of the process, you're not happy with the progress or proposed resolution of a complaint or you want to know more about your options to pursue a complaint further, we will advise you of your option to reasonably request to have your complaint escalated to a supervisor of Customer Relations or your options for external dispute resolution.

15.5 Please lodge any complaint in writing or via email to provide us with an accurate record and address your complaint to Customer Service Compliance Officer at:

Email to:

hello@energywired.com.au

Post to:

Energy Wired Pty Ltd, 4 Nairana Ct, Ferntree Gully, Vic 3156

15.6 External Complaints: If you are not satisfied with our handling of your concerns, you can contact the fair trading or consumer affairs department in your state.

ACT: Office of Regulatory Services

Phone: (02) 6207 3000

NSW: Fair Trading NSW

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 Building & Occupational Services

Phone: 1300 654 499

VIC: Consumer Affairs Victoria

Phone: 1300 558 181

WA: Dept of Mines, Industry Regulation & Safety

Phone: 1300 304 054

## 16. Your Personal Information

16.1 We will request personal information from you for the purposes of fulfilling this Agreement. Such information may be required for connection applications and applications for Renewable Energy Certificates.

16.2 We may be required to disclose this information to Government authorities, REC agents, and Agreementors.

16.3 By accepting this agreement, you consent to the Company collecting, using and disclosing this information as set out in this agreement.

## 17. System Documentation

17.1 Upon Installation completion and commissioning of the System we will provide System Documentation including all relevant information on the System, components and its maintenance.

## 18. CEC Approved Retailer Program Code of Conduct

18.1 The Company is a member of the Clean Energy Council's Approved Retailer Program and must comply with this Code of Conduct.

18.2 Pursuant to this Code, any requirement to provide a document or information in writing can be met in electronic form, or to provide a signature can be met in electronic or verbal form.

## 19. Governing Law

19.1 This Agreement is governed by the laws of Victoria.

(a) the final system design provided is significantly different to that quoted at the point of contract and is not signed off by You;

(b) the site-specific full system design and performance estimate is provided as a deliverable of the contract and:

EnergyWired may provide information, data, graphs and images (Data) relating to the performance of systems and energy consumption and grid feed in. This Data relates to system performance in optimal conditions. The actual performance of a system will vary from the optimum performance shown in this data. There are a number of factors impacting this variance, including but not limited to the layout and design of your premises, the position and orientation of the system, the actual weather conditions and the build-up of dust and debris. Like wise, the property usage and consumption is based on the available data at the time of quoting. While the Data has been generated with due care, you are personally responsible for making your own assessment of the Data . You should make enquiries as to the actual performance of a system at your premises in your likely conditions as well as the energy profile of the property. Circumstances may change after the time of publication of the Data which may impact the Data's accuracy. EnergyWired reserves the right to change the Data at any time without notice.



This sales proposal has been prepared using tools or applications available from [www.opensolar.com](http://www.opensolar.com) and is subject to the terms set out in the User Agreement. We suggest you review the terms of the User Agreement and our Privacy Policy (at <http://www.opensolar.com/content/legal/>).

Capitalised terms here have the same meaning as under the User Agreement, you means the individual (who is not also a User) who has received this sales proposal and OpenSolar / we / us / our means OpenSolar Pty Ltd ACN 621 679 632. Under the User Agreement, the User (which could be an installer, service provider, electrician etc who has provided you, the end customer, this sales proposal) has an obligation to obtain consent from its customers or clients to upload their Energy Data to the OpenSolar Site and warrants that they have explained to those customers or clients how their Energy Data may be used pursuant to the User Agreement.

Any tools, calculators, design platforms, results and output produced by the OpenSolar Sites (including this sales proposal) are estimates only, and we do not guarantee that these estimates will match actual measurements taken at a given site. We do not guarantee the accuracy or suitability of any engineering designs or plan-sets or customer proposals produced by the OpenSolar Sites, and no tool on or part of the OpenSolar Site shall be deemed a substitute for an actual in-person analysis conducted at a given site.

We make no representation, promise, guarantee or warranty about any cost savings, energy consumption savings or return on investment of any engineering designs or plan-sets or customer proposals produced by the OpenSolar Sites.

OpenSolar is not a party to any contract or agreement that you (as a customer) may have with a User or between Users.

The above statement does not apply to the CEC Approved Retailer (in Australia only) responsible for the sale of the solar PV system.

**IN THE AUSTRALIAN COMPETITION TRIBUNAL  
APPLICATION BY FLEXIGROUP LIMITED  
ACT 1 OF 2019**

**Certificate identifying exhibit**

This is the exhibit marked **KR-5** now produced and shown to Katherine Eliza Louise Ross at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit

Katherine Ross



Kate Sharp <ksharpgmail.com>

## The Solar Power Co | 3 Solar quotes

[Redacted]@solarpowerco.com.au  
To: ksharpgmail.com

Wed, Apr 8, 2020 at 10:47 AM

Hi Kate,

It was good to chat with you yesterday - thank you for your time.

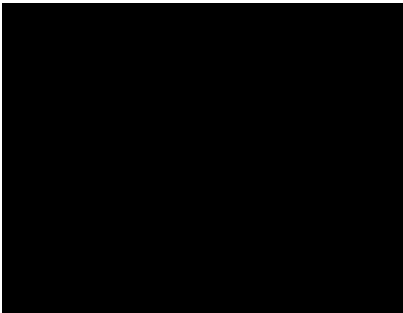
I have attached 3 new quote packages that we can offer from our network. Each package comes with 3 different product combinations and 3 different system sizes to suit all budgets. Our most popular option is the GOLD Package as it is battery ready.

The prices shown on the attached quotes **do not include** your \$1,888 Vic rebate.

We've been working on some amazing programs this year. We just uploaded some installations we managed for the [State Emergency Service \(SES\) in Kinglake](#) and [Totally Fit Gym in Wallan](#) (check them out by clicking the links).

### CHECK OUT OUR: 5 Star Google Reviews

Reach out if you have any questions..



Solar Power Specialist

#### The Solar Power Co.

p: 1300 765 502 m: [Redacted]  
a: 134 Langford Street  
North Melbourne VIC 3051  
w: www.solarpowerco.com.au e: [Redacted]@solarpowerco.com.au



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**Victoria  
Emerging and Energised**

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The Solar Power Co. is committed to providing our customers with excellent service. If we can assist you in any way please telephone 1300 765 502 or visit our website.

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has been maintained nor that the communication is free of errors, virus or interference.

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### 3 attachments

 **TSPC.BronzePackage.pdf**  
738K

 **TSPC.GoldPackage.pdf**  
753K

 **TSPC.SilverPackage.pdf**  
984K

# Bronze Package

**Brand(s):** JA Solar & Sungrow  
**Panel type:** JA Solar PERC 330w  
**Inverter type:** Sungrow 5kW

## Panel and inverter details

- ✓ Safe and reliable **12 year warranty** on all installed components
- ✓ Backed by an installation team **trusted by more than 6,000 Australian homes**
- ✓ **Best solar power inverter 2019** by the 2nd biggest manufacturer in the world
- ✓ Only 0.3% failure rate
- ✓ Inverter fault notifications emailed directly to you
- ✓ Inverter **IP65 rated for outdoor use**

## Pricing options

**4 kW** \$ 6,900

**5 kW** \$ 7,200

**6 kW** \$ 7,600

Larger systems available:  
add \$ 1,400 per kilowatt

### Financing options

\$0 deposit finance options available. Discuss details with your representative.



*This quote is for estimation purposes and is not a guarantee of cost for services. Quote is based on current information from client about the project requirements. Actual cost may change once project elements are finalized or negotiated. Client will be notified of any changes in cost prior to them being incurred.*





Kate Sharp <ksesharp@gmail.com>

**Brighte Finance | The Solar Power Co**

[Redacted]@solarpowerco.com.au  
To: ksesharp@gmail.com

Sat, Apr 25, 2020 at 2:31 PM

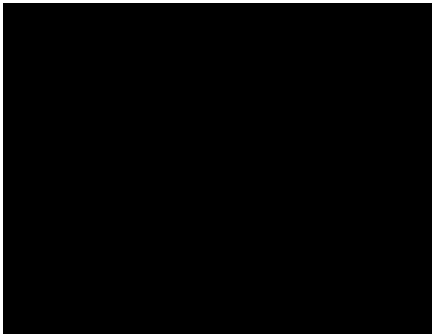
Hi Kate,

I hope you're having a nice weekend.

Here are the details if you would like to enter a finance arrangement through Brighte Finance for the 6kW Bronze Package:

- \$9,082 total package cost
- \$0 deposit
- \$151 monthly repayments (no interest)
- Cancel anytime and just pay the remaining balance

If you would like to move forward, please reply and I can explain the next steps.



Solar Power Specialist


**The Solar Power Co.**

p: 1300 765 502 m: [Redacted]  
a: 134 Langford Street  
North Melbourne VIC 3051  
w: www.solarpowerco.com.au e: [Redacted]@solarpowerco.com.au



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01/05/2020

Gmail - Brighte Finance | The Solar Power Co

has been maintained nor that the communication is free of errors, virus or interference.

If you are not the addressee or intended recipient please notify us by replying direct to the sender and then destroy any electronic or paper copy of this message. Any views expressed in this email communication are taken to be those of the individual sender, except where the sender specifically attributes those views to The Solar Power Co. and is authorised to do so.

Please consider the environment before printing this email.



Kate Sharp &lt;ksesharp@gmail.com&gt;

---

**Brighte Finance | The Solar Power Co**

---

**Kate Sharp** <ksesharp@gmail.com>  
To: [REDACTED]@solarpowerco.com.au

Tue, Apr 28, 2020 at 12:52 PM

Hi [REDACTED]

Thanks for your email. I'm tossing up the options that you provided me and just wanted a little more clarity in relation to the Brighteno interest loan so that I can compare the two more easily. Could you please set out how the \$9,082 total package cost is reached? i.e. what proportion of that is the cost of the panels, government rebates and other fees?

Thanks,

Kate

[Quoted text hidden]



Kate Sharp &lt;ksesharp@gmail.com&gt;

---

**Brighte Finance | The Solar Power Co**

---

[REDACTED]@solarpowerco.com.au  
To: Kate Sharp <ksesharp@gmail.com>

Wed, Apr 29, 2020 at 3:15 PM

Hi Kate,

Thanks for your email.

I have to apologise, I accidentally calculated the Brighte finance cost based on the full \$7,600 purchase amount. I did not take into consideration the Solar Vic rebate that you are claiming.

Below is a breakdown of the costs for each finance plan that we can offer

Total system price before state rebates: \$7,600

Solar Vic rebates: \$3,776

Total amount to be financed: \$3,824

**Brighte finance**

48-month term - \$95.20 per month / \$4,569 paid over whole term

60-month term - \$78.39 per month / \$4,703.40 paid over the whole term

- \* No lock-in contracts or termination fees
- \* If you pay out early - you must pay the remaining balance on the whole term.
- \* There is no interest on Bright finance, in its place is a one-time setup fee

**Atlas finance**

48-month term - \$97 per month / \$4,656 paid over whole term

60-month term - \$78.39 per month / \$4,800 paid over the whole term

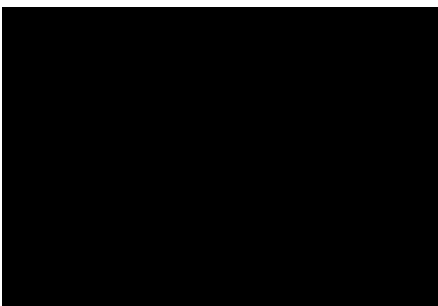
- \* No lock-in contracts or termination fees
- \* If you pay out early - you pay the remaining principal amount + the interest component for that month
- \* The interest rate is 5.99%

If you are planning on paying out the payment plan early, I would recommend Atlas finance as you will spend less on the finance as you do not have to pay the full finance amount.

If you are planning on sticking to the payment plan for the length of the term, Brighte finance works out to be slightly cheaper

Let me know if you have any questions

Thanks



---

**The Solar Power Co.**

p: 1300 765 502 m: [REDACTED]  
a: 134 Langford Street  
North Melbourne VIC 3051  
w: www.solarpowerco.com.au e: [REDACTED]@solarpowerco.com.au



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A blue banner with white text. On the right side, there is a white 'T' logo with the words 'BUSINESS AWARDS' next to it. The hashtag '#TelstraBizAwards' is located in the bottom right corner of the banner.

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If you are not the addressee or intended recipient please notify us by replying direct to the sender and then destroy any electronic or paper copy of this message. Any views expressed in this email communication are taken to be those of the individual sender, except where the sender specifically attributes those views to The Solar Power Co. and is authorised to do so.

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[Quoted text hidden]

**IN THE AUSTRALIAN COMPETITION TRIBUNAL  
APPLICATION BY FLEXIGROUP LIMITED  
ACT 1 OF 2019**

**Certificate identifying exhibit**

This is the exhibit marked **KR-6** now produced and shown to Katherine Eliza Louise Ross at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit

Katherine Ross



Kate Sharp &lt;ksesharp@gmail.com&gt;

## Kay : Solarbeam Quotation !

 **solarbeam**  solarbeam@gmail.com>  
 To: ksesharp@gmail.com

Thu, Apr 16, 2020 at 2:32 PM

Hi Kay,  
 Hope you're doing good.  
 Please send me Electricity bill or NMI , Meter photo to get your installation done in next 07 days once you pay booking amount \$100.00  
 Send me roof photos because we have to order same type of brackets which suits type of roof.

**NOTE : This is the best price but if you think this is higher than other quotation then please let me know clearly how much would you like to pay for this system and we can lock this deal asap.100% guarantee to beat any other lesser price quotation so without any doubt you can secure the deal with me.**

**How solar system works :** Let consider the system is generating 25kw energy and in day time you are using only 10kw so remaining energy which is going into Grid you will get feed in tariff benefits from retailer side. The retailer is going to pay some amount between 12 to 18 cent for selling the remaining energy which is in the grid. After solar installation your bill will reduce up to 70%. Panels are getting heat from sun light and they are generating DC – direct current from solar panels and inverter which we will install beside meter box it is converting DC into AC – alternate current. From inverter the electricity is flowing into the house because it is connected to Grid.

Installation time would be 1 - 2 weeks, but we will do installation as per your suitability.  
 All the panels are tested panels by CEC and they are manufactured as per Australian weather and condition.  
 All the panels and inverter having customer support available in Australia so without a doubt you can choose any of them.  
 The inverter is good in quality and all the inverter are battery compatible inverter so in future or right now if you want to put the battery then easily plug in without any doubts. Here is the best quote for you , all options are good so select one of them and by **booking amount \$100.00 or 10% secure the deal and remaining balance after solar installation.**

Documents required once you pay booking amount : **Meter photo , Signed invoice , Electricity bill so will do application to energy provider and within 1-2 week do installation.**

In china the labour cost is very less that's reason cost effective product and best quality.  
 Please let me know if any query or concern in your mind I will be more than happy to assist you.

### **Option 1 : 6.6kw**

24 panels x 275w **ET poly** crystalline panels tier-1 quality  
 1 x 05kw KStar inverter 1 phase  
**Price would be \$3300.00**

### **Option 2 : 6.6kw**

21 panels x 315w **Seraphim mono** crystalline panels tier-1 quality  
 1 x 05kw Growatt inverter 1 phase  
**Price would be \$3700.00**

### **Option 2 : 6.6kw**

21 panels x 315w **Seraphim mono** crystalline panels tier-1 quality  
 1 x 05kw Fronius made in Germany inverter 1 phase  
**Price would be \$4500.00**

<https://www.solarquotes.com.au/panels/seraphim-review.html>

Option 1 : Rate setter finance company for 36 months of finance Emi will start after solar installation

Option 2 : Gem visa card - 6 month interest free finance link is mentioned below  
<https://www.gemvisa.com.au/credit-card-features/interest-free.html>

With inverter you will get 10 years of manufacturer warranty  
With panels you will get 15 years of manufacturer warranty  
With panels 25 years is performance warranty  
10 years is workmanship warranty from company side.

**Bank Transfer Details:**

Bank Name : ANZ  
Name : Solar Beam Pty Ltd.  
BSB : 012 437  
Account Number : 228 015 428




██████████ | Sr. Solar Consultant


**A:** Solarbeam Pty Ltd | 21, Chopin St | Seven Hills NSW 2147  
**E:** ██████████@solarbeam.com.au | **W:** www.solarbeam.com.au  
**M:** +61 488 884 597 **Support:** 1300 004 077



 **Why SolarEdge.pdf**  
861K

 **SunPower P3 BLACK 330W.pdf**  
965K

 **SunPower Performance Panels Overview.pdf**  
1803K

 **Parker Lane Repayment Table (solar).pdf**  
293K



Kate Sharp &lt;ksesharp@gmail.com&gt;

---

**Kay : Solarbeam Quotation !**

---

████ solarbeam █████ solarbeam@gmail.com>  
To: ksesharp@gmail.com

Thu, Apr 23, 2020 at 11:14 AM

Hi Kay,  
Hope you're doing good.

As discussed, nobody can give us finance without their own benefits. Other solar companies are saying buy today & pay later which is not possible. Just to attract the customer they are doing it. Let consider after installation if customer deny to pay or something wrong with customer then who will be responsible. I'm not forcing you to buy solar from me but at least you can speak with my customer who got solar from me regarding GEM visa card if she can help you.

Customer name - ██████████  
Contact number - ██████████

Regards

██████████  
[Quoted text hidden]

**IN THE AUSTRALIAN COMPETITION TRIBUNAL  
APPLICATION BY FLEXIGROUP LIMITED  
ACT 1 OF 2019**

**Certificate identifying exhibit**

This is the exhibit marked **KR-7** now produced and shown to Katherine Eliza Louise Ross at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit

Katherine Ross



Kate Sharp &lt;ksesharp@gmail.com&gt;

## Solar System Details

██████████@saegroup.com.au  
 To: "ksesharp@gmail.com" <ksesharp@gmail.com>

Fri, Apr 17, 2020 at 1:38 PM

Hi Kate,

It was nice to talk with you a moment ago and included in the email are the details of the competition as discussed which you will be registered for the chance of winning your money back to the value of \$6000 should you purchase before June 30<sup>th</sup> 2020. If you use electricity to heat your hot water, I would strongly recommend a Hot Water Timer be installed for an extra \$250 at the same time as the solar system is installed which turns your hot water system in to a "Pseudo solar" hot water system where the solar power takes care of the heating of the hot water.

Kate, I have included some attachments which include details on some of the inverters and solar panels we supply and install.

Also included are the Potential Solar Savings on a 6.6kW Solar System and Finance Payment Plan Details and also a few things about SAE Group to give you the confidence to entrust us with your solar requirements;

0. Gold Accredited Master Electricians (not just a solar group) who employ over 60 of our own on staff electricians to install solar systems and we give a 12 year workmanship warranty
1. Clean Energy Accredited Installers & Retailers and ISO Accredited
2. Have been trading over 9 years and have installed thousands of solar systems
3. Are the Major Importer in Australia of the Seraphim Solar Panels. Also Elite Partners with SunPower Panels and Premium Sungrow Inverter Installers
4. We install Stainless Steel (Not Galvanized) cable ties, hold down saddles and mounting brackets for tiled roofs. We use Clenergy Anodized Aluminium racking and grind the tiles on tiled roofs so they sit down flush after mounting brackets installed, or corrugated brackets for corrugated metal roofs.
5. Have a dedicated after install service and maintenance team.
6. We are also the point of contact for all warranty issues if there is a hiccup so plenty of peace of mind

So as an example, the competition will allow you to purchase the solar system below and if you win the Comp, this system is yours for free;

6.6kW Solar System with the latest and highly regarded Sungrow 5kW Inverter. As SAE Group are Premium Sungrow Installers, the Sungrow Inverters we install carry a 12 year (5 years manufacturers and 7 year extended) warranty and 20 x Premium Seraphim BLADE Range Tier 1 produced 330w solar panels. These panels are awesome and use the "split cell" technology. They have 2 x split layers of cells which are more efficient and will supply more power than conventional panels and will keep performing even if one half of the panel is shade affected and come with 15year product and 25year performance warranty.

Kate, many of our owners are electing not to pay for the solar system up front, but putting the cost of the system on a \$0 deposit payment plan\* which works out to approx. \$27 per week over 60 months. (see payment chart attached)

We also offer Inverter Brands such as Fronius, SMA, Delta and Enphase and Seraphim Blade & SunPower Performance & Maxeon Range of Solar Panels

Kate, I will touch base within the coming week to see if you would like to start saving money on your power bills sooner rather than later.

\*terms & conditions & fees apply

Best Regards and if you have any questions, you can call me direct on [REDACTED]



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16 attachments

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- SAE Group - Gold Accredited Master Electricians.pdf  
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- Potential Savings from Solar System 6.6kW.pdf  
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- About Sungrow.pdf  
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