

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: Statement of Chantha Lake

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: 22/04/2020 12:24 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.



Public Version

IN THE AUSTRALIAN COMPETITION TRIBUNAL

File No: ACT1 of 2019

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

FLEXIGROUP LIMITED (Applicant)

Statement of: **Chantha Lake**

Address: 1a Chasewater Street, Lower Mitcham, 5026, South Australia

Occupation: Director of Operations of SunEnergy Company Pty Ltd

Date: 21 April 2020

This document contains confidential information which is indicated as follows:

[Confidential to SunEnergy] [REDACTED]

Public Version

I, Chantha Lake, of 1a Chasewater Street, Lower Mitcham in the State of South Australia, say as follows:

1. I am the Director of Operations of SunEnergy Company Pty Ltd (**SunEnergy**). I have held this role since the commencement of SunEnergy's business in 2017. I am authorised to make this statement on behalf of SunEnergy.
2. I make this statement from my own knowledge as Director of Operations of SunEnergy. I have been assisted in the preparation of this statement by my husband, Lee Lake, who is the Managing Director of SunEnergy and runs the SunEnergy business with me. The opinions expressed in this statement are my own.
3. Exhibited to me is a bundle of documents marked **Exhibit CL-1**. Each of those documents is numbered with a unique document ID. When I refer to a document in this statement, I set out the document's name and document ID, and the document is hyperlinked to **Exhibit CL-1**.
4. I have been employed in the solar industry for the last 7 years. A copy of my CV from LinkedIn appears at Tab 1 of **Exhibit CL-1** [[FXL.001.001.0001](#)].

Overview of SunEnergy's business

5. In my current role, I am responsible for contract compliance, and business reporting. I am also responsible for all of SunEnergy's contracts. My team manages the solar installation process, and is responsible for managing customer feedback.
6. SunEnergy sells high quality solar systems to residential and commercial customers throughout Australia. The majority of SunEnergy's customers are residential customers located in South Australia and Queensland. Commercial customers make up a small proportion of our business and I do not discuss that part of our business in detail in this statement.
7. In the period 1 April 2019 to 31 March 2020, SunEnergy sold **[Confidential to SunEnergy]** [REDACTED].
8. SunEnergy is a Clean Energy Council (**CEC**) Approved Solar Retailer. The CEC is the peak body for the clean energy industry in Australia. As an Approved Solar Retailer, SunEnergy's business must meet the requirements set out in the CEC's

Public Version

Solar Retailer Code of Conduct. That Code of Conduct addresses four broad subject areas:

- (a) Pre-Sale activities: the CEC Solar Retailer Code of Conduct aims to protect the consumer against dishonest or misleading advertising and sales tactics, and to ensure that sales representatives act ethically at all times during marketing campaigns and when dealing with consumers.
- (b) Post-Sale activities: the CEC Solar Retailer Code of Conduct aims to ensure that consumers' legal rights relating to cooling-off periods, deposits and refunds are respected, that they receive a system that is installed correctly, and that they are provided standard minimum warranty periods.
- (c) Documentation: the CEC Solar Retailer Code of Conduct aims to ensure that the consumer is provided with the required documentation after the photovoltaic (**PV**) system is installed, and that the retailer and the consumer are fully aware of who is responsible for the provision of the relevant documentation.
- (d) General business: the CEC Solar Retailer Code of Conduct aims to ensure that the retailer adheres to all existing legislation and regulations, and maintains consistent business practices including, but not limited to, effective complaint handling procedures and cancellation procedures.

9. A copy of the CEC's Solar Retailer Code of Conduct appears at Tab 2 of **Exhibit CL-1 [FXL.001.001.0003]**.

Our products

10. SunEnergy markets and sells solar energy products manufactured by three major manufacturers: GoodWE (inverters), SolarEdge (inverters and panels) and Canadian Solar (panels). Each manufacturer's product has different features and benefits. The GoodWE product is our highly reliable mid-range inverter product for residential customers. SolarEdge is our high end inverter product and is a more expensive product as it requires 'optimisers' to be installed on each solar panel. 'Optimisers' are an additional accessory for PV systems that help to maximise the power generated by a solar system by increasing energy output and monitoring performance - SunEnergy is also an authorised SolarEdge repairer. The Canadian Solar product is a panel product only. All of these products are available to

Public Version

residential customers. The SolarEdge product is commonly used in commercial installations.

11. SunEnergy offers a 5 year installation warranty on all of these products. In addition to SunEnergy's warranty:
 - (a) the SolarEdge product has a 12 year manufacturer's warranty for parts and labour, and a 25 year manufacturer's warranty for the optimiser;
 - (b) the Canadian Solar product has a 25 year manufacturer's performance warranty with third party insurance; and
 - (c) The GoodWe product has a 5 year parts and labour warranty that is extendable by another 5 years parts only warranty.
12. SunEnergy has chosen these three specific product manufacturers as they are well known, large, stable companies that have excellent representation and service in Australia.

The customer engagement process

13. SunEnergy markets and sells solar energy products of these product manufacturers to residential customers primarily by telephone calls, as well as other forms of engagement such as web traffic from advertising and email. SunEnergy does not engage in door-to-door sales. Approximately **[Confidential to SunEnergy]** [REDACTED] of SunEnergy's business is generated from outbound telemarketing calls.
[Confidential to SunEnergy] [REDACTED]
[REDACTED]. All of the data is checked against the "Do Not Call" register to ensure that no one on the register is contacted by our employees.
14. On a call to a prospective residential customer, SunEnergy consultants use a lead generation script created by SunEnergy. **[Confidential to SunEnergy]** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. In many cases the homeowners that SunEnergy consultants contact are not aware that they are able to get a solar system without having to pay a large upfront payment for the system. A

Public Version

copy of the confidential script used by SunEnergy employees appears at tab 3 of Confidential Exhibit CL-1 [\[FXL.001.001.0045\]](#) **[Confidential to SunEnergy]**.

15. **[Confidential to SunEnergy]** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

16. **[Confidential to SunEnergy]** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

17. **[Confidential to SunEnergy]** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]. The intended result is that a homeowner

Public Version

can install a solar system with no initial deposit and use the money they would normally spend on their fossil fuel power bill to make repayments for the solar system. SunEnergy refer to this as a "Pay As You Save" finance solution, and offer this through a 'Buy Now Pay Later' product called humm (**humm product**). The humm product is the only 'Buy Now Pay Later' product offered by SunEnergy.

18. If a homeowner is interested in installing a solar system and financing the purchase using the humm product we will provide them with a SunEnergy sales agreement, humm's terms and conditions, and if they are making a hard copy application as opposed to using the humm online portal, humm's credit schedule document. A copy of a sample SunEnergy sales agreement appears at tab 4 of **Exhibit CL-1 [FXL.001.001.0119]**. SunEnergy's terms and conditions as contained in the sales agreement have been approved by the CEC. A copy of humm's terms and conditions appears at tab 5 of **Exhibit CL-1 [FXL.001.001.0064]**, and a copy of humm's credit schedule for hard copy applications appears at tab 6 of **Exhibit CL-1 [FXL.001.001.0096]**.

The humm product used by homeowner customers of SunEnergy

19. As described in paragraph 17 above, the humm product is a 'Pay As You Save' finance solution which SunEnergy offers to homeowners who are its customers. The humm product is an interest-free payment arrangement provided by Certegy Ezi-Pay Pty Ltd (**Certegy**), a subsidiary of FlexiGroup Limited (**FlexiGroup**). The humm product has repayment options which allow customers to pay for a product by fixed repayments over a nominated period of time ranging from 10 weeks to 60 months.
20. Where this statement refers to FlexiGroup as the supplier of humm, it is a reference to Certegy. Where this statement refers to FlexiGroup as the party to the Merchant Agreement Terms and Conditions, it is a reference to Certegy.
21. SunEnergy is registered with FlexiGroup as an 'Eligible Merchant'. A copy SunEnergy and FlexiGroup's Merchant Agreement Terms and Conditions appears at tab 7 of **Exhibit CL-1 [FXL.001.001.0097]**. A schedule of changes to SunEnergy's Merchant Agreement appears at tab 8 of **Exhibit CL-1 [FXL.001.001.0109]**. SunEnergy and FlexiGroup entered into the Merchant Agreement Terms and Conditions in 2017. Since entry into this agreement FlexiGroup have changed the documents and operating procedures used in the humm application process. FlexiGroup and SunEnergy have agreed verbally and in the course of dealing to these changes. However, the Merchant Agreement Terms and Conditions have not

Public Version

been amended to reflect these changes. For example, the "Customer Information" document described in the Merchant Agreement Terms and Conditions is no longer used in humm applications. Moreover, the minimum required hours worked per week for a customer to be eligible for standard humm approval has been changed to 25. The processes and documents I describe in this statement in relation to humm applications reflect the current processes and documents as agreed verbally and in the course of dealing between FlexiGroup and SunEnergy.

22. The humm product allows residential customers to obtain their solar system with no deposit. The customer pays for the product by fixed fortnightly payments ideally calculated by SunEnergy using FlexiGroup's formulas to total less than the customer's current annualised fossil fuel power bill as described in paragraph 17 above. By structuring the repayment plan in this way, customers are able use the money that they would normally spend on a power bill to pay off their solar system. Some customers may choose to pay a slightly higher repayment amount over a shorter term. SunEnergy's business depends on it being able to quote solar energy solutions with easy to understand repayment plans which clearly calculate and state upfront the costs the customer will incur. Approximately 90% of SunEnergy's residential sales are financed using the humm product. The remaining 10% of purchases are unfinanced (ie, cash).
23. If a prospective customer expresses interest in the humm product a SunEnergy consultant will step the customer through humm's online application process over the telephone. This may happen on the call described in paragraph 17 or on a subsequent call depending on the customer's preferences. To do so SunEnergy will use humm's online portal to guide the customer step by step through the application process. In the small number of cases where the customer is unable to complete the application process electronically or the customer requires a field visit before purchase of a solar system, we will print out the application documents outlined in paragraph 18 and have the customer sign a hardcopy form and return. In all other cases, the humm application process is completed by the customer applying the unique 4 digit pin outlined in paragraph 26 below.
24. As part of the humm application process the customer is asked to provide certain information by answering a number of questions. I understand that the purpose of these questions and the application overall is to see if the prospective customer will qualify for humm finance. As part of their application the customer is asked to provide information including:

Public Version

- (a) their contact details and date of birth;
 - (b) valid driver's licence;
 - (c) confirmation of their home address;
 - (d) their employment status;
 - (e) payment information in the form of a credit card or bank details; and
 - (f) consent from the customer to allow FlexiGroup to verify the details provided, including via third parties, to authenticate their identity.
25. With respect to the requested employment information, the customer must provide their employer details and hours worked per week. If the customer is self-employed they must provide their business information, and if the customer is a pensioner they must provide details of their most recent pay date. Screenshots of the online application form appear at tab 9 of **Exhibit CL-1 [FXL.001.001.0110]**.
26. Before the humm application can be completed and submitted it must be sent to the customer via an electronic link and the customer must apply a unique confidential digital signature in the form of a 4 digit pin to confirm the information in the application is correct and submit it. The customer is also sent a completed credit schedule at this time in the form of the credit schedule that appears at tab 10 of **Exhibit CL-1 [FXL.001.001.0115]**. It is my understanding the application is then reviewed by FlexiGroup who will approve or decline the customer's request for humm finance based on whether the customer satisfies their loan requirements.
27. SunEnergy consultants are provided face to face training by FlexiGroup employees every financial quarter so that they are familiar with the humm application process and humm finance requirements, and to ensure that they are able to guide customers through the process.

RateSetter's interest bearing product

28. For a period of time in 2017, we used a RateSetter product to offer a finance solution to customers. That product was a regulated interest bearing product.
29. In my experience, the application process for the humm product is less complicated than the pre-approval process for RateSetter's product. When we offered the RateSetter product, RateSetter required the customer to provide a considerable

Public Version

amount of documentation to RateSetter. This requirement made it more difficult for customers such as those who are self-employed, aged retirees, self-managed retirees and those working casual or part time to obtain finance compared with the humm product.

30. The interest rate for the RateSetter product we offered was set on a customer by customer basis depending on their specific circumstances. That interest rate was only able to be provided to customers after completion by RateSetter of its pre-approval process. As a result, it was never possible for us to calculate and state upfront to the customer a proposed repayment plan for the solar system to be financed by RateSetter. In my experience, this was a significant deterrent to customer uptake of the solar products we offered. I know this because when we stopped offering the RateSetter product our sales increased with the humm product. I believe that this was because SunEnergy was able to provide customers with transparency by showing customers what their repayments would be, in the form of an upfront repayment plan. This resulted in a significant increase in customer understanding of the financial benefits of installing a solar system - for example, decreased electricity costs over time resulting in repayments being equal to or less than previous fossil fuel power bills.

Installation

31. Once the customer has agreed to the terms of SunEnergy's sales agreement and, if applicable, completed their application for humm, SunEnergy provides the customer with a formal 10 day cooling off period as required by consumer law. We never force anyone to install a solar system if they change their mind, including right up until the date of installation. There is no cancellation fee charged to the customer as per the terms and conditions set out in sales agreement (see tab 4 of **Exhibit CL-1 [FXL.001.001.0119]**).
32. After the cooling off period, an internal SunEnergy installation team, or a contractor who is a CEC accredited installer acting on behalf of SunEnergy, will complete the installation of the solar system on the customer's home. Once completed to the customer's satisfaction, the customer will sign a customer acknowledgement that the installation has been completed as required. SunEnergy send the signed customer acknowledgement form to FlexiGroup, who then contact the customer by telephone to verify their personal and employment details as per their completed humm application. FlexiGroup then advance full payment for the solar system to SunEnergy. My understanding is that at that time FlexiGroup will start deducting

Public Version

fixed fortnightly payments from the customer's nominated bank account. A copy of the customer acknowledgment appears at tab 11 of **Exhibit CL-1** [\[FXL.001.001.0116\]](#).

Special approvals

33. In a very small number of cases, if a customer fails to meet FlexiGroup's standard approval requirements when making a humm application as outlined in paragraph 23 and 24 (for example if they are employed part-time or casual and do not work at least 25 hours per week), SunEnergy will collect additional information from the customer. In a situation where a prospective part-time or casually employed customer does not work the required 25 hours per week SunEnergy will collect the customer's last 2 months bank statements, council rates notice or utility bill, a copy of the customer's drivers licence, 2 recent payslips and if applicable – Centrelink income statement. This additional information is added to the customer's application and submitted to FlexiGroup for review and approval. Customers approved by FlexiGroup on special approval are deemed as normal customers. A copy of FlexiGroup's special approval process appears at tab 12 of **Exhibit CL-1** [\[FXL.001.001.0117\]](#).

Paragraph 3(d) of the New Energy Tech Consumer Code (NETCC)


34. I have read the NETCC. I understand that clause 3(d) of the NETCC would prevent SunEnergy from making unsolicited calls offering finance other than finance regulated by the National Consumer Credit Protection Act (2009) (Cth) (regulated products). I understand this would prevent SunEnergy from marketing its 'Pay As You Save' finance solution using the humm product in the manner described in this statement. I believe this aspect of the NETCC poses a significant risk to SunEnergy's business. I believe it will require SunEnergy to make significant changes to the way that it operates its business and is likely to result in the loss of business and many of its 50 employees.
35. If SunEnergy is required to sell a product such as the RateSetter product only, I believe that SunEnergy's sales volume would drop to less than 50% of its current level. This is because SunEnergy would not be able to prepare an upfront quote containing a repayment plan until a credit assessment and pre-approval process has been completed. In my experience with the RateSetter product described in paragraphs 29 and 30 above, this is a deterrent or impediment for many customers to take the step of purchasing a solar system with us. It will also mean that certain

Public Version

customers who may not be suitable applicants for a regulated product, such as self-employed customers, aged retirees, self-managed retirees and casual or part time workers, will not be able to afford quality solar energy products and therefore be deprived of the financial and other benefits that solar products offer. Often these customers who might be excluded from accessing regulated products have the capacity to make repayments using the humm product, as the costs associated with humm are cheaper than the costs of regulated products. Additionally, SunEnergy customers using humm "Pay As They Save".

36. As far as I am aware, there are not currently any alternative products that would allow SunEnergy to maintain its business model of calculating and quoting upfront a repayment plan prior to a credit assessment and pre-approval process being undertaken. I believe that this will have a significantly adverse effect on the business and result in the loss of many employees and possibly the business. SunEnergy has been looking at different financing models but has not yet identified one that would enable it to continue its current business model.
37. I believe that without access to a buy now pay later product such as humm, customers will be adversely affected by a reduction in their choices. By not being able to offer our "Pay As You Save" solution by using our outbound lead generation strategy of unsolicited calls, many customers will remain unaware of the fact that solar is a viable option for them and will either completely miss out or end up purchasing a cheap, low quality system that is often seen advertised on TV.
38. If we are not able to obtain a replacement regulated BNPL product to humm which includes the certainty of repayments prior to credit assessment and approval, by excluding solar companies from engaging in unsolicited sales and forcing us to only compete via traditional forms of advertising to attract customers that do not have large amounts of money readily available, a price war will ultimately be created that will result in an increase in low quality, poorly installed systems and low customer satisfaction.

Dated: 21 April 2020


Chantha Lake

IN THE AUSTRALIAN COMPETITION TRIBUNAL

FLEXIGROUP LIMITED

ACT 1 of 2019

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

EXHIBIT CERTIFICATE

This is the exhibit marked "**CL-1**" to the statement of **Chantha Lake** dated **21 April 2020**.

Exhibit CL-1

Filed on behalf of flexigroup Limited
Prepared by Kirsten Webb
Clayton Utz

Tel (02) 9353 4609

Email kwebb@claytonutz.com

Address for service 1 Bligh Street
Sydney NSW 2000
Australia

Fax (02) 8220 6700

Ref 608/80206357

Public Version

Exhibit CL-1: Index

RE: ACT 1 of 2019 - Application by Flexigroup Limited

Tab	Document Description	Document ID
1.	Curriculum Vitae of Chantha Lake 2020	FXL.001.001.0001
2.	Clean Energy Council Solar Retailer Code of Conduct	FXL.001.001.0003
3.	[Confidential to SunEnergy] SunEnergy lead generation script	[Confidential to SunEnergy]
4.	SunEnergy Sales Agreement	FXL.001.001.0119
5.	Humm's Terms and Conditions	FXL.001.001.0064
6.	Humm's Credit Schedule for Hard Copy Applications	FXL.001.001.0096
7.	FlexiGroup and SunEnergy Merchant Agreement Terms and Conditions	FXL.001.001.0097
8.	Schedule of Changes to FlexiGroup and SunEnergy Merchant Agreement Terms and Conditions	FXL.001.001.0109
9.	Humm Online Application	FXL.001.001.0110
10.	Humm's Credit Schedule for Online Applications	FXL.001.001.0115
11.	Humm Customer Acknowledgement	FXL.001.001.0116
12.	FlexiGroup's Special Approval Process	FXL.001.001.0117

Contact

www.linkedin.com/in/chanthalake
(LinkedIn)
www.sunenergy.com.au
(Company)

Top Skills

Strategic Planning
Workforce Planning
Quality Assurance

Chantha Lake

Director of Operations at SunEnergy
Adelaide, Australia

Summary

Effective leader, communicator and negotiator working in a highly competitive business environment that demands strategic vision, promotional innovation and agility in both thinking and execution.

Ability to deliver quality processes, strategic change and engagement initiatives. Results oriented with outstanding leadership, coaching and strategic planning abilities.

Possess expertise in B2B, key account management, CRM, direct sales and marketing, PR, product training and placement and associated functions.

Experience

SunEnergy
Director Of Operations
September 2017 - Present (2 years 8 months)
Adelaide, Australia

Puddle Jumpers Incorporated
Board Member
October 2012 - Present (7 years 7 months)

Switched On Energy Solutions
Chief Operating Officer
August 2012 - August 2017 (5 years 1 month)
Adelaide SA 5000

Navitas Limited
Business Development Manager - South Australia
September 2010 - July 2012 (1 year 11 months)

Nexus Recruitment & Training
Business Development Manager

February 2009 - June 2010 (1 year 5 months)

ARA Training

Training Manager

February 2006 - April 2008 (2 years 3 months)

BUSY At Work

Training and Development Manager

April 2001 - December 2005 (4 years 9 months)

Education

Leadership Management Australia

Certificate III, Business (Sales) · (2006 - 2006)

National Retailers Association

Certificate IV, Assessment & Workplace Training · (2005 - 2005)

Leadership Management Australia

Level 1, LMA Facilitation Accreditation Level 1 · (2006 - 2006)

Monash University

Bachelor of Business, Human Resources · (2009)

Adelaide High School

Solar Retailer Code of Conduct



TABLE OF CONTENTS

1. INTRODUCTION	4
1.1 Purpose and Objectives	4
CEC Accreditation for Solar PV Designers/Installers	4
Solar Retailer Code of Conduct	5
1.2 Scope and Interpretation	6
1.3 Signatories to the Code	7
2. GENERAL RULES AND STANDARDS	8
2.1 Pre-Sale Activities	8
Advertisements and promotions	8
Sales and quoting practices	9
Point of contract	10
Prior to signing the contract	12
Approval to connect to the electricity grid	12
2.2 Post-Sale Activities	15
Pre-installation	15
Post-installation	16
2.3 Documentation	19
2.4 General Business and Obligations of Signatories	20
Compliance with the law	20
In-house procedures and complaints handling	20
Information to be provided to the Code Administrator	21
Training and promotion of the Code	23
Obligations of Signatories and grounds for action to be taken	23
3. CODE ADMINISTRATION AND COMPLIANCE	25
3.1 Role of Clean Energy Council (Code Administrator)	25
3.2 Role of the Code Review Panel	26

3.3	Consumer Disputes	27
3.4	Compliance and Auditing	27
3.5	Breaches of the Code	28
	Breach matrix	29
3.6	Sanctions	32
	Termination of Signatories	33
3.7	Appeals.....	33
3.8	Review of the Code and Public Reporting	34
4.	BECOMING A CODE SIGNATORY	35
4.1	Application Process.....	35
4.2	Code Fees	36
4.3	Withdrawing from the Code	37
4.4	Use of Brand Mark	37
5.	APPENDIX.....	38
5.1	Glossary and Definitions	38
5.2	Additional Information.....	40
	Designer/Installer Accreditation	40
	The Code.....	40
	Consumer Information	40
5.3	Consumer Protection Organisations/Other Contacts.....	40
	Consumer Affairs	40
	Other Bodies.....	41
5.4	Relevant Acts and Legislation	42

1. INTRODUCTION

The Clean Energy Council (CEC) is the peak body representing Australia's renewable energy and energy efficiency industry.

1.1 Purpose and Objectives

This non-prescribed voluntary code of conduct (the Code) aims to promote best practice measures and activities for retail businesses selling **solar photovoltaic (PV) systems**. This Code is for retail businesses that want to demonstrate the commitment they have to promoting responsible activity and development in the renewable energy sector across Australia. This Code is not intended to replace existing consumer, energy or environmental planning legislation, policy or regulations at local, state or federal government levels, but to bring about increased accountability within the PV retail industry.

The primary entities involved in the sale and installation of PV are the installer, designer, and retailer. It is the nature of the PV market that these roles can all be filled by one individual, or conversely, by two or three different entities. The former category is typically found in small retail businesses run by a qualified installer/designer, and the latter typically in medium- to larger-sized companies that subcontract out the designs and/or installations of PV systems, meaning that those running the business or making a sale are less likely to be qualified installers/designers. Many PV retailers in the industry now sell systems direct to consumers and sub-contract the installation of those systems.

CEC Accreditation for Solar PV Designers/Installers

The CEC Accreditation Team manages a PV accreditation program to accredit the designers and installers of solar systems. CEC Accreditation is not linked to membership with the CEC. This qualification demonstrates competence in design and/or installation of stand-alone and/or grid-connected solar PV systems. Under the PV accreditation scheme, which has a technical focus on safety and the correct design and installation of PV systems, only individuals are able to attain accreditation. A CEC-accredited solar designer/installer:

- has completed the necessary solar specific training courses;
- is bound by the CEC Accreditation Code of Conduct and the CEC Accreditation Terms and Conditions;
- complies with the CEC Design and Install Guidelines, relevant Australian Standards and all other relevant regulations when designing/installing PV systems.

In order to claim federal government financial incentives available under the Small-scale Renewable Energy Scheme (SRES), consumers must use a CEC-accredited installer and designer, in accordance with the *Renewable Energy (Electricity) (Cth) Regulations 2001*. More information on the Solar PV Accreditation Program is available at: solaraccreditation.com.au.

Solar Retailer Code of Conduct

As discussed above, the CEC Accreditation Program deals with matters relating to the installation and design of PV systems. This Code deals with matters relating to the marketing and sale of PV systems to ensure PV retailers also maintain a standard that will benefit consumers and the industry.

The Code has been developed to improve the relationship between consumers and PV retailers and to ensure the industry is suitably regulated. The Code is a self-regulated scheme designed to provide consumers with confidence that solar retailers will act in compliance with (and where appropriate, go beyond) relevant federal and state laws and regulations, and conduct their business in a professional and ethical manner. The Code also deliberately connects the responsibility of the retailer with the obligations of accredited installers/designers, to ensure that retailers are fully accountable for the actions of any subcontracted parties. This Code aims to address identified issues that may impact on the reputation of the solar industry. These issues include:

- Misleading claims given to consumers regarding the performance of their PV system and future electricity bills.
- Misleading advertising regarding the size of PV systems, the value of available government incentives, and the suitability of the PV system.
- The retailer not taking responsibility for the whole of the PV system including product warranties and workmanship.
- Sub-standard installation work.
- The retailer not taking responsibility for subcontracted parties acting on their behalf and any parties who generate sales leads utilised by the retailer.

The Code will be updated to reflect changes in the above, with the aim of proactively addressing issues that adversely affect consumers and the reputation of the PV industry.

To achieve its objectives, this Code addresses four broad subject areas:

1. Pre-Sale activities

- To protect the consumer against dishonest or misleading advertising and sales tactics, and to ensure that sales representatives act ethically at all times during marketing campaigns and when dealing with consumers.
- To ensure that the consumer is provided with the necessary written information to enable full understanding and awareness of their purchase.

2. Post-Sale activities

- To ensure that consumers' legal rights relating to cooling-off periods, deposits and refunds are respected, and that the consumer has the opportunity to cancel a contract where changes are made after point of contract that are not approved in writing.

- To ensure that the consumer receives a system that is installed correctly, in accordance with existing legislation, regulations, standards and guidelines.
- To ensure that the consumer is provided with a standard minimum warranty period covering the operation and performance of the entire system, and that the retailer is responsible for addressing any problems relating to workmanship or product that arise during this period.

3. Documentation

- To ensure that the consumer is provided with the required documentation after the PV system is installed, and that the retailer and the consumer are fully aware of who is responsible for the provision of the relevant documentation.

4. General business

- To ensure that the retailer adheres to all existing legislation and regulations, and maintains consistent business practices including, but not limited to, effective complaint handling procedures and cancellation procedures.

1.2 Scope and Interpretation

While the Code has been developed primarily to address issues arising during the sale and installation of small-scale PV to residential and small business consumers, the Code applies to any PV retailer that becomes a Signatory, regardless of what size system and to whom they are selling. However, where signatories are selling PV to medium- and large-scale business consumers (who can be assumed to have a genuine and reasonable opportunity to negotiate the terms of a contract), it is acceptable for a commercial contract to supersede specific clauses of the Code.

This Code co-exists with relevant state or federal legislation, including *Australian Consumer Law (Cth) (ACL)* (Schedule 2 of the *Competition and Consumer Act 2010*), which replaced the *Trade Practices Act 1974*. Signatories' obligations under these laws are not replaced or restricted by this Code. This Code applies to the extent that it is consistent with all existing state and federal legislation and regulation. Where the Code is found to be inconsistent with any existing state or federal legislation or regulation, that regulatory obligation will take precedence to the extent of the inconsistency. Compliance with this Code does not guarantee compliance with any legislation.

A summary of relevant laws that protect consumers is provided at Appendix 5.4.

1.3 Signatories to the Code

Solar PV retail businesses that are signatory parties to this Code are compliant with and agree to adhere to the Code. They:

- are PV retailers, including those selling PV to residential and small business consumers and those selling PV to medium and large-scale business consumers;
- are committed to developing and conducting their business in line with best industry practices and interacting with consumers in a professional and ethical manner; and
- include non-CEC members and CEC members who apply and are accepted as signatories to this Code.

A regularly updated list of current signatories to the Code is available online for consumers at www.solaraccreditation.com.au/retailers/approved-solar-retailers.

2. GENERAL RULES AND STANDARDS

Signatories to the Code comply with the rules and standards in this section as set out below.

2.1 Pre-Sale Activities

Advertisements and promotions

2.1.1 Any advertisements, promotions, quotations and statements produced must be legal, truthful, and comply with all relevant legislation. Signatories must:

- (a) ensure all state and federal government incentive schemes are honestly and accurately represented, including not misrepresenting an association with government, or falsely claiming to be part of a government scheme;
- (b) not provide any false or misleading claims relating to the company, product or services being offered including system performance, stocks and substitution of products;
- (c) clearly attribute any claims relating to performance and savings to a reputable source;
- (d) advertise the total price as prominently as they advertise a component of the price;
- (e) provide information that is specific to the state or region of advertisement; and
- (f) not engage in any misleading or deceptive conduct in relation to the price, value or quality of goods or services including:
 - (i) failing to clearly outline disclaimers or relying on disclaimers buried in small print in order to deliberately mislead a consumer;
 - (ii) making statements with promises, predictions or opinions that are known to be untrue or incorrect, or for which there are no reasonable grounds to make them;
 - (iii) quoting tariffs or financial incentives that are no longer available or not available in the region of advertisement;
 - (iv) misleading consumers about the impact that installing solar will have on their electricity bills;
 - (v) misleading consumers in relation to the size of the system or output;
 - (vi) advertising large inverters with small systems, with the intention of making it appear that the system size is the size of the advertised inverter;
 - (vii) the place of origin (manufacture) of a product; and

- (viii) exaggerating or misleading a consumer in regards to their need for the product.
- (ix) making representations regarding the cost of finance or an alternative purchasing arrangement for the product, such as representing that there is no additional cost for the finance or alternative purchasing arrangement when the price of the product has been inflated above the cash price or market value of the product.

Sales and quoting practices

2.1.2 Signatories must adhere to ethical sales and quoting practices during all steps of the process, including but not limited to:

- (a) avoiding high-pressure sales tactics that induce consumers to make hasty or uninformed decisions about the product and technologies they are selecting. High-pressure sales tactics can be defined as (for example):
 - (i) seeking to sell products to individuals who, or organisations that, are clearly unable to understand the information and/or the contract they are being asked to enter into. For example, deliberately targeting consumers who are vulnerable due to mental illness or physical disability, age, learning difficulties, or speaking English as a second language;
 - (ii) offering inflated prices and then discounts for agreeing to sign on the day or for providing testimonials and/or providing referrals;
 - (iii) revisiting the consumer's premises uninvited intending to pressure the consumer;
 - (iv) applying psychological pressure (by appealing to the consumer's fears, greed or vanity), to persuade the consumer to make a quick purchase decision;
 - (v) employing badgering techniques, such as making frequent telephone calls, to pressure individuals or organisations into signing contracts; and
 - (vi) if the consumer reasonably feels they have been subject to high-pressure sales tactics then this may also be considered to constitute such tactics.
 - What constitutes 'reasonable' will be determined by the Code Administrator (see section 3.1 below).
- (b) When engaging the consumer in their home or place of business:
 - (i) identifying all sales agents with company-issued identification for the safety and comfort of consumers;
 - (ii) explaining up-front the purpose of the visit and informing the consumer that they can ask the retailer to leave at any time;
 - (iii) leaving the premises immediately if the consumer asks them to do so; and
 - (iv) explaining to consumers their right to terminate the agreement within ten business days for unsolicited sales.

- 2.1.3 Any reference to Small-scale Technology Certificates (STCs) must be consistent with Clean Energy Regulator wording, whereby an STC is a financial incentive, not a rebate, and consumers will not qualify for any government-based financial recompense at the completion of the STC creation process.
- 2.1.4 Consumers must be given a flyer describing this Code and also including:
- (a) the process for provision of consumer feedback and lodging consumer complaints;
 - (b) a link to the CEC Solar PV Consumer Guide.
- 2.1.5 An electronic link to this flyer is acceptable only if a hard copy can be provided upon request. The Code flyer will be produced and provided to signatories by the Code Administrator (see section 3.1).

Point of contract

- 2.1.6 A written contract must be provided to the consumer that shows:
- (a) an itemised list of the goods to be supplied;
 - (b) the total price of all goods and services;
 - (c) the total value of any discounts, STCs, Goods and Services Tax (GST) and rebates as applicable;
 - (d) full specifications of the system, including the manufacturer, model, quantity and power rating of the solar modules and the inverter/s;
 - (e) a site-specific full system design including the proposed roof plan (sketch or diagram is acceptable), orientation and tilt, expected efficiency losses due to shading, and the system's site-specific estimated energy yield, i.e. average daily performance estimate in kilowatt hours (kWh) for each month of solar generation.
 - The performance estimate must be based on data obtained from the CEC System Design Guidelines for Accredited Designers or other reputable source.

It is acceptable for this section 2.1.6(e) to be provided as a deliverable of the contract, provided that:

- (i) this information is provided before the expiry of any cooling-off period; and
- (ii) where section 2.1.6(e) is provided as a deliverable of contract:
 1. the initial contract must include a generic outline of the likely system performance estimate (to enable the consumer to make an informed purchase decision); and
 2. the consumer must be entitled to a full refund upon request, if they do not consent to the site-specific full system design and performance estimate upon receipt of this information.

- (f) Any site conditions and special circumstances beyond the control of the Signatory which may result in extra chargeable work not covered by the quote. This includes any additional costs that may arise at or after installation and that will not be borne by the Signatory. For example, fees for meter exchange/reconfiguration, damage on meter panels, and changing dedicated off peak control devices if required;
- (g) an estimated timetable for supplying and installing the system. Where timeframes are out of control of the retailer, this can be noted with relevant disclaimers;
- (h) business terms, including the payment method, deposits and timetable, and how long the quote will be valid for;
- (i) details about any after-sales services, guarantees and express warranties. The warranty must:
 - (i) Include a statement that the consumer's rights under the warranty sit alongside the consumer guarantees which are required under ACL and cannot be excluded.
 - Under ACL, consumers cannot sign away their consumer guarantee rights. Signatories must not put terms into their contracts to avoid their consumer guarantee obligations.
 - (ii) The consumer's cooling-off and termination rights.
- (j) Full disclosure of all assumptions made in relation to systems and finance offerings including:
 - (i) system design, performance and output assumptions;
 - (ii) financial savings including STC financial incentives, savings relating to return on investment, income and energy prices; and
- (k) a clause stating that the Signatory must comply with this Code.

2.1.7 The contract must be expressed in a clear and transparent way, using plain language that is legible.

2.1.8 Signatories must endeavour to draw to the attention of the consumer specific requirements of the contract which, if not brought to the consumer's attention, are likely to result in a dispute. For example, section 2.1.6(g), additional fees that may arise, or if there is any difference between a price verbally quoted, and the final contract price.

2.1.9 Both parties must sign the agreement and any amendments. Equivalent methods of legal agreement other than signing a contract in person are also permitted (for example, electronic acceptance).

2.1.10 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.

2.1.11 Receipts must be issued for all deposits collected.

Prior to signing the contract

- 2.1.12 Before the contract is signed the Signatory must provide the consumer with the address of the local office or showroom, or a telephone number where any queries can be answered.
- 2.1.13 Signatories must ensure that the contract is explained to consumers prior to entering into an agreement.
- 2.1.14 Signatories must clearly explain the process surrounding the payment and trade of STCs, including where relevant, the provision of accurate information about the operation of the STC Clearing House (i.e. that STCs in the Clearing House are only sold when there is a buyer, there is no guarantee on how long they will take to sell, and consumers are not guaranteed \$40).
- 2.1.15 Signatories must advise consumers that their electricity contract/tariff may change following installation of solar and that the consumer should contact their electricity retailer:
- (a) before signing a contract, to check what new electricity tariff rates may be applied; and
 - (b) after installation of the solar PV system, to confirm that the agreed tariff has been applied.

Approval to connect to the electricity grid

- 2.1.16 Signatories must inform consumers (where relevant in the state of installation), before a contract is signed, that:
- (a) the consumer requires approval from their distributor to connect a solar PV system to the electricity grid (“grid connection approval”); and
 - (b) the relevant paperwork must be completed and submitted prior to installation.
- 2.1.17 Where Signatories have fulfilled their obligations under 2.1.16 above and the consumer takes responsibility for obtaining grid connection approval and
- (a) the application is rejected and
 - (b) the contract has already been signed,
- the consumer is entitled to the return of all moneys paid minus reasonable expenses incurred by the Signatory to the point of termination of the contract.
- 2.1.18 Where a Signatory has fulfilled its obligations under 2.1.16 above and the consumer authorises the Signatory to obtain grid connection approval on its behalf, the Signatory must ensure the consumer receives approval prior to installation.
- 2.1.19 Where a Signatory has fulfilled its obligations under 2.1.16 above and the consumer authorises the Signatory to prepare and submit the documentation required for grid connection approval and

- (a) the application is rejected and
 - (b) the contract has already been signed,
- the consumer is entitled to a full refund.

Finance and alternative purchasing arrangements

- 2.1.20 When advertising an arrangement that provides an alternative to initial outright purchase (for example, a credit contract or a lease or power purchase agreement), the Signatory must comply with section 2.1 (and all other sections) of this Code.
- 2.1.21 The Code does not provide an exhaustive list of the notification obligations which apply to credit providers. Credit providers are required to meet obligations imposed by section 21C of the *Privacy Act 1988* (Cth) and clause 4.1 of the Credit Reporting Privacy Code.
- 2.1.22 When offering to a consumer, whether through the Signatory's own or associated company or via a third party provider, an arrangement that provides an alternative to initial outright purchase, a Signatory must ensure that the consumer clearly and accurately receives the following information:
- (a) the name of the provider to whom the consumer will be contracted;
 - (b) a clear statement regarding the nature of the arrangement being entered into (e.g. whether it involves a credit contract or other financial product within the meaning of the Australian Securities and Investments Commission Act or a non-regulated credit arrangement);
 - (c) a clear statement that the periodic payments are available only if the consumer wishes to take advantage of the finance or alternative purchasing arrangement;
 - (d) the comparative cost of that same product if the consumer was to purchase it outright on that day;
 - (e) a clear statement that fees and charges apply in relation to the arrangement, including:
 - (i) the dollar amount of fees and charges applied under the arrangement and what each fee and charge represents;
 - (ii) whether the fees are fixed and, if not, details of escalation rates; and
 - (iii) where and in what form the consumer can expect the fees and charges to appear in the finance or alternative purchasing arrangement contract;
 - (f) under a solar leasing agreement, the aggregate amount payable over the life of the agreement's term;
 - (g) under a power purchase agreement, the aggregate amount payable over the agreement's term based on a reasonable and stated estimate of the solar-generated electricity consumed by the consumer;

- (h) under a power purchase agreement, a clear statement that the consumer must pay the stated price for solar-generated electricity for the term of the contract and that the stated price may not reflect the market price and may not be competitive with the price of electricity purchased through other methods;
- (i) details of any exit payments or penalties associated with the finance or alternative purchasing arrangement;
- (j) a statement as to whether the consumer owns the system at the conclusion of any plan or agreement under the terms of the arrangement and/or details, including any associated costs and/or fees, of any option or options available to the consumer to purchase the system at the end of the term; and
- (k) a statement that questions and complaints about the arrangement should be directed to the provider with whom the consumer is or will be contracted and:
 - (i) if the provider is a member of such a scheme, to the relevant external dispute resolution scheme;
 - (ii) if the arrangement involves a credit or other financial product, the Australian Securities and Investments Commission (ASIC) or
 - (iii) if the arrangement does not involve regulated credit or other financial product, to the relevant state based authority which has responsibility.

To comply with this section 2.1.22, a Signatory may, for example, provide the third party provider with a pro forma to be completed by that provider and attached to the Signatory's contracts, or attach the standard terms of the provider.

2.1.23 A Signatory must make reasonable enquiries as to whether the arrangement that is to be offered to a consumer (whether by the Signatory or by another business introduced to the consumer by the Signatory or Approved Retailer) is regulated by the *National Consumer Credit Protection Act 2009* (Cth) ("the NCCP Act"), such that the provider of the arrangement would need to hold an Australian Credit Licence.

If as a result of those enquiries, the Signatory believes that the arrangements will not be regulated by the NCCP Act, the Signatory must ensure that:

- (a) The relevant contract includes a provision substantially in the form set out in section 2.1.24 below ; and
- (b) the provision referred to in section 2.1.23(a) is signed by the consumer.

Note: If an arrangement is a credit contract or a consumer lease that is regulated by the NCCP Act, the credit provider must hold an Australian Credit Licence. Any business that has a role in introducing the consumer to the credit provider (e.g. the Signatory or the Approved Retailer) may also need to hold a licence or be a credit representative of a licensee. It is a breach of the NCCP Act to engage in activities without holding a required licence or being a credit representative of a licensee. The obligations in this section are in addition to the legal obligations under the NCCP Act. A Signatory or Approved Retailer should obtain advice as to their obligations under the NCCP Act.

- 2.1.24 “This arrangement is not regulated by the National Consumer Credit Protection Act 2009 (Cth) (“the NCCP Act”). As a result:
- (a) if you have a complaint about the arrangement, you may not have access to the services of an external dispute resolution scheme that has been approved by ASIC. This means that you may have to go to court to resolve a dispute with the provider.
 - (b) if you have trouble paying the periodic payments required under the arrangement:
 - (i) you may not have the right to ask the provider for a hardship variation to help you get through your financial difficulty.
 - (ii) The provider may take action against you for non-payment without giving you an opportunity to remedy the default.”
- 2.1.25 Signatories will not offer an agreement which involves “third line forcing”, such as supplying solar panels on condition that the consumer purchase energy from another energy supplier, unless prior notification to, or authorisation from, the ACCC has been provided in accordance with the *Competition and Consumer Act 2010*.

2.2 Post-Sale Activities

Pre-installation

Cooling-off period

- 2.2.1 For unsolicited sales, consumers must be given ten business days after they sign the contract to cancel the contract without penalty (the “cooling-off period”).
- 2.2.2 Where a consumer wishes to withdraw from a valid contract after the expiry of any cooling-off period, signatories are entitled to apply their own policies regarding fees for cancellation, in line with the termination rights specified in the initial contract, provided that such cancellation fees do not amount to unfair contract terms under the ACL. Cancellation fees must be reasonable, and related to the cost incurred by the Signatory. Consumers have rights under unfair contract terms provisions in ACL relating to cancellation of contracts and termination fees.

Refunds

- 2.2.3 Once the consumer has signed the contract, any variations to the system design must be documented and signed off by the consumer prior to installation.
- 2.2.4 The Signatory must provide the consumer with a full refund upon request when:
- (a) the final system design provided in accordance with section 2.1.6(e) is significantly different to that quoted at the point of contract and is not signed off by the consumer;

- (b) in accordance with section 2.1.6(f), 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) the consumer does 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 the Signatory's control, and the consumer does not consent to a revised timeframe;
- (d) in accordance with 2.1.19 above, the Signatory acting on behalf of the consumer to obtain grid connection approval does not do so prior to installation, and the consumer does not receive approval from the distributor to connect a system; and
- (e) extra chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by the Signatory and the consumer does not consent to these additional costs.

Post-installation

2.2.5 A Signatory must advise the consumer how to measure the performance of their system. The Signatory must specify, using at least one of the following methods, how energy output can be measured:

- (a) demonstration;
- (b) written instructions on how to read the inverter; or
- (c) provision of a measuring device that links back to the inverter.

Energy output is a reasonable measure of performance; savings are not.

2.2.6 Signatories must inform consumers how to appropriately maintain their system and that they should do so on a regular basis (providing maintenance documentation in accordance with section 2.3 below is sufficient).

Connection to the electricity grid

2.2.7 To facilitate connection to the grid, the Signatory must:

- (a) in accordance with section 2.1.18, prepare and submit within a reasonable timeframe all relevant documentation required by the electricity retailer and/or distributor for meter installation and connection of the system to the network; or
- (b) in accordance with section 2.1.17, signatories must clearly explain to the consumer the process for preparing and submitting the documentation required by the electricity retailer and/or distributor.

- 2.2.8 The Signatory must explain to the consumer the process from system installation to network connection. The Signatory must:
- (a) notify the consumer when it has provided the relevant paperwork to the electricity retailer and/or distributor (if applicable) and how the paperwork was provided, for example, by email;
 - (b) give the consumer expected timeframes for each step of the process;
 - (c) advise the consumer who they should contact to follow up on progress; and
 - (d) advise of any potential problems that may arise.
- 2.2.9 The Signatory must respond within a reasonable timeframe to any additional compliance requests from the distributor or electricity retailer (for example, re-submitting incorrect paperwork), and consult with the consumer if necessary.

Warranty

- 2.2.10 A standard minimum retailer's warranty period of five years¹ on the operation and performance of the whole solar PV system, including workmanship and products, must be provided to the consumer by the Signatory.
- (a) That retailer's warranty exists over and above the consumer's rights under consumer guarantees in ACL.
 - (b) The consumer is entitled to claim a remedy if the goods or services do not meet a consumer guarantee or retailer's warranty.
 - (i) The Signatory must implement warranty repairs or replacements within a reasonable timeframe.
 - (ii) The consumer is not entitled to a remedy when the Signatory does not meet a consumer guarantee (statutory and retailer's warranty) due to something:
 - A. someone else said or did (excluding the Signatory's agents or employees); or
 - B. beyond human control that happened after the goods or services were supplied (for example, *force majeure* events, possums, extreme weather).

Privacy

- 2.2.11 The Signatory has obligations under the *Privacy Act 1988* (Cth) and the *Spam Act 2003* (Cth) in relation to collection, use and disclosure of personal information. The Signatory must be aware of and comply with such legal obligations at all times.

¹ This warranty period is the minimum applicable to the service component of installation and all products (inverters, panels, electrical components etc.). Certain products, for example, panels and inverters, might have a warranty that exceeds five years.

- 2.2.12 Subject to 2.1.11, a Signatory may use personal information collected from consumers:
- (a) for the purpose of the intended sale; and
 - (b) for future marketing of its products and services that relate to the sale; or
 - (c) where a consumer might otherwise reasonably expect to receive marketing material from the Signatory.
- 2.2.13 Signatories may (but are not required under this Code to do so) seek the consumer's consent, by way of an opt-in clause in the contract or other appropriate document, to receive marketing material.
- 2.2.14 Regardless of whether a consumer consented to receiving marketing material pursuant to 2.2.13 above, Signatories must provide a simple means by which the consumer may easily request not to receive direct marketing communications, and include a prominent opt-out provision in each marketing communication, clearly telling consumers about the means for opting out of future marketing communications.
- 2.2.15 Signatories must not use consumers' personal data for purposes other than those described in 2.2.12 above (for example, they must not provide the data to a third party, or use the data to promote a business other than that with which the consumer has a direct relationship) unless they have obtained express permission from the consumer.
- 2.2.16 This section sets out the minimum standard for use of customer data. Signatories can determine their own marketing practices, in accordance with all other provisions of this Code and pursuant to the *Privacy Act* 1988, beyond meeting this minimum standard.

2.3 Documentation

- 2.3.1 Section 2.3.2 contains a list of documents that the consumer must receive once the PV system is installed and who is responsible for providing that documentation. Signatories must ensure that the responsible parties below provide the consumer with this documentation.
- 2.3.2 The following documentation must be provided to the consumer in either electronic format or hard copy. Where appropriate, specified details of where this information can be found (for example, a web link) is acceptable. However, hard copies must be provided upon request by the consumer.

Party responsible	Documents
Retailer	<ul style="list-style-type: none"> • List of equipment • Warranty information • Equipment manual • Equipment handbook • Array frame engineering certificate
Designer	<ul style="list-style-type: none"> • Shut down and isolation procedure • System performance estimate • Maintenance • Earth fault alarm actions • System connection diagram • Site inspection checklist
Installer	<ul style="list-style-type: none"> • Testing/commissioning • Declaration of compliance • Certificate of electrical safety (where applicable)

- 2.3.3 Signatories are accountable for the work of their sub-contractors. In addition to the document requirements set out above, Signatories must be aware of any other documentation required by electricity distributors and regulators in their regions of operation.

2.4 General Business and Obligations of Signatories

Compliance with the law

- 2.4.1 Signatories must comply with all local, state and federal legislation, CEC Accreditation Guidelines and regulations including but not limited to:
- (a) The Renewable Energy Target (*Renewable Energy (Electricity) Act 2000* and *Renewable Energy (Electricity) (Charge) Act 2000*) which is supported by the *Renewable Energy (Electricity) Regulations 2001*.
 - (b) The Australian Government Do Not Call Registry (*Do Not Call Register Act 2006*) and associated telemarketing standards including permitted hours for contacting consumers.
 - (c) Schedule 2 of the *Competition and Consumer Act 2010*, which replaced the *Trade Practices Act 1974*.
 - (d) Respecting “Do Not Knock” and “No Hawkers” stickers
 - (e) Additional outlined in Appendix 5.4.

In-house procedures and complaints handling

- 2.4.2 Signatories must be responsive to, and deal appropriately with, consumers at all times.
- 2.4.3 Consumers have the right to expect that PV systems supplied by a Signatory will:
- (a) perform properly;
 - (b) reflect the agreed contract;
 - (c) be fit for purpose as per the specifications provided and as outlined by the Signatory; and
 - (d) meet the standards the consumer would reasonably expect, including those set out in this section 2: General Rules and Standards.
- 2.4.4 If a consumer is dissatisfied with a product or service offered or provided, they can submit a complaint to the Signatory. A complaint may include, for example, any expression of dissatisfaction with a product or service offered or provided, with the sales process or salesperson, or with the complaints handling procedure itself.
- 2.4.5 Signatories must have an appropriate internal complaint handling procedure that is fair, efficient and transparent, in line with the following:
- (a) the complaint handling procedure must be compliant with relevant legislation and standards including the Australian Standard on Complaints Handling AS ISO 10002-2006, which Australia adopted as the replacement for AS 4269 in 2006;

- (b) information about the complaints process must be made available to consumers and staff;
- (c) the Signatory must log the complaint and begin its investigation within a reasonable time of its receipt;
- (d) every reasonable effort must be made to advise the complainant as soon as possible of receipt of the complaint and the expected timeframe for resolution of that complaint;
- (e) feedback on the outcome of complaints must be provided to the consumer within 21 days of receipt. Where additional time is required:
 - (i) consumers must be informed of the need for more time to complete investigation; and
 - (ii) the investigation must be completed within 45 days of receipt of the complaint;
- (f) where a consumer is dissatisfied with the outcome of a complaint, the Signatory must provide the consumer with the appropriate contact details for escalating that complaint either internally or externally to the relevant state or territory industry consumer protection organisation, as an independent dispute resolution body.

Signatories must ensure that consumers fully understand the various avenues of complaint available to them. This is best done by clearly documenting those avenues in the complaints handling procedure. Consumers who have attempted to have their complaint resolved by the Signatory and are dissatisfied with that response must be referred by the Signatory to the applicable industry ombudsman or consumer affairs body; and

- (g) Signatories must maintain appropriate record keeping of complaints and their outcomes.

2.4.6 Signatories must be able to demonstrate compliance with the Code and provide evidence of compliance to the Code Administrator when a suspected breach of the Code is being investigated. This may include:

- (a) documented procedures;
- (b) discussion of standard practices; and
- (c) examples of standard documentation given to consumers such as contracts and warranty documents.

Information to be provided to the Code Administrator

2.4.7 Signatories are required to provide an annual confirmation of their compliance with the Code, which also serves to reaffirm the Signatory's ongoing commitment to implementing the Code.

- 2.4.8 Signatories must nominate a person who is authorised by the company to be the primary contact for all matters and correspondence relating to the Code (the Primary Contact). Signatories must provide the Code Administrator with up-to-date details including email address, title and telephone number for the Primary Contact. Signatories must inform the Code Administrator within 28 days of a change to the Primary Contact's details. Signatories must inform the Code Administrator immediately of any change in circumstances that may impact on the Primary Contact's ability to fulfil their role.
- 2.4.9 A Signatory must inform the Code Administrator, within 10 business days of the Signatory being notified by the relevant body of receipt of a complaint, of any complaints lodged against them with an energy ombudsman or consumer affairs body.
- 2.4.10 Signatories must undertake to inform the Code Administrator of any breaches to the Code made by other signatory companies.
- 2.4.11 Signatories must provide the Code Administrator with the following information and data upon request:
- (a) relevant procedures outlined above in section 2.4: *In-house procedures and complaints handling*;
 - (b) records of all relevant business activities and transactions relating to a suspected breach, including (if applicable) information provided to the consumer who lodged the complaint, and training provided to employees. These records must be kept for a minimum period of five years for audit purposes in the administration of this Code;
 - (c) details of any known breaches of the Code;
 - (d) regular (for example, quarterly) complaints data, including:
 - (i) the number of complaints received;
 - (ii) the type of complaints received; and
 - (iii) the number of resolved complaints; and
 - (e) any other information that the Code Administrator deems relevant for investigating a suspected breach of the Code.
- This information will be used by the Code Administrator in managing the administration of and compliance with the Code, including compliance audits and investigating all suspected breaches of the Code.
- 2.4.12 All commercial-in-confidence information will be treated with appropriate confidentiality.
- 2.4.13 Signatories must comply in a timely manner with reasonable requests made by the Code Administrator for the provision of information or documentation in relation to compliance audits or investigation of suspected breaches of the Code.

2.4.14 Signatories must comply with all reasonable requests of the Code Review Panel in pursuance of its functions (see section 3.2).

Training and promotion of the Code

2.4.15 Signatories must ensure consumers are made aware of the Code and:

- (a) take all reasonable steps to promote the benefits of the Code to consumers, including telling consumers about the Code and providing copies on request;
- (b) advertise the latest version of the Code on their website and in other relevant marketing documents;
- (c) ensure that consumers are aware of the Signatory's complaints handling provisions.

2.4.16 Signatories must ensure that its employees and representatives, whether employed directly, subcontracted or selling or providing services on the company's behalf, are aware of the Code and their responsibilities under the Code.

2.4.17 For all system designs and installations, Signatories must employ and contract CEC-accredited designers/installers who abide by the CEC Accreditation Code of Conduct and Accreditation Terms and Conditions, or an equivalently trained accredited designer/installer as defined by the federal government in accordance with the Renewable Energy (Electricity) (Cth) Regulations 2001.

2.4.18 Signatories must ensure the safety of their installers, subcontractors and employees.

- (a) Persons must be appropriately qualified and have completed safety training modules (as listed in CEC Accreditation Guidelines) appropriate to the work including working from heights training.
- (b) Signatories must demonstrate due diligence in ensuring the safety of persons under their direct or indirect responsibility.

Obligations of Signatories and grounds for action to be taken

2.4.19 Signatories have given an undertaking that they agree to follow the Code as outlined in this document.

2.4.20 Signatories must comply with the Code General Rules and Standards (this section 2) when selling, designing and installing solar PV systems.

2.4.21 Signatories are also subject to the Code Administrator's Complaints Procedure, the Code Review Panel Terms of Reference and the Brand Mark Guidelines.

2.4.22 Signatories must not act in any way that might bring the Code into disrepute.

2.4.23 Signatories must not make any vexatious or unfounded claims against another Signatory.

- 2.4.24 Signatories must ensure that their employees, contractors, agents, and any other individuals or businesses acting on the Signatory's behalf comply with the latest version of the Code. Signatories will be held responsible for all the actions of their employees, contractors, agents, and any other individuals or businesses acting on the Signatory's behalf to the extent that such actions are governed by this Code..
- 2.4.25 The Code Administrator/Code Review Panel may need to modify both the Code and supporting documentation to reflect the changing industry and ensure the Code standards continue to meet the stated objectives of the Code. Changes required may be identified through regular reviews of the Code which will assess the Code's effectiveness and possible areas for improvement (see section 3.8). Any major changes will be undertaken in consultation with the key stakeholders including signatories, industry, ACL regulators and consumer protection agencies. Signatories are obliged to comply with the most current version of these documents at all times. Code signatories will be notified by email of any changes to these documents, and will be given three months' notice of any significant changes.
- 2.4.26 The Code Administrator/Code Review Panel may take action where there is any failure by a Signatory to meet their obligations under the Code. These circumstances include:
- (a) any conduct or activity which has or may bring the Code into disrepute;
 - (b) failure to observe and conform to all relevant Australian Standards and all relevant CEC Accreditation Guidelines, and all applicable laws, ordinances, regulations and codes of practice;
 - (c) failure to comply with the requirements for provision of information and data as outlined above in section 2.4: *Information to be provided to the Code Administrator*;
 - (d) failure to pay any fees and charges associated with being a Signatory;
 - (e) making any false or misleading declarations or statements to the CEC relating to the Code and the Signatory's conduct;
 - (f) where there are complaints of a serious nature made against the Signatory that are unresolved;
 - (g) where the Signatory becomes bankrupt, insolvent, or their organisation is placed under administration; and
 - (h) serious, wilful, systemic, repetitive non-compliance with the potential to impact a large number of consumers or to have a serious impact on a lesser number of consumers.

3. CODE ADMINISTRATION AND COMPLIANCE

Signatories to this Code are also subject to the Code administration and compliance arrangements as set out below.

3.1 Role of Clean Energy Council (Code Administrator)

- 3.1.1 The Code will be administered by the CEC Accreditation Team. The Accreditation Team also manages the PV Accreditation Program to accredit designers and installers of PV.
- 3.1.2 The Code Administrator (CEC Accreditation Team) will be responsible for:
- (a) managing the administration process relating to Code signatories;
 - (b) monitoring Code compliance, including:
 - i. carrying out compliance audits and initiating inquiries into compliance; and
 - ii. investigating complaints that the Code has been breached;
 - (c) determining when breaches of the Code have occurred;
 - (d) determining appropriate action when breaches of the Code have occurred;
 - (e) enforcing sanctions;
 - (f) referring cases to the Code Review Panel for consideration as required;
 - (g) performing secretariat functions for the Code Review Panel;
 - (h) overseeing promotion of the Code; and
 - (i) developing training and supporting material on the Code to assist signatories to comply with the Code.
- 3.1.3 The Code Administrator is not a dispute resolution body and will refer consumers to either the Code Signatory or the relevant consumer protection organisation in accordance with section 3.3 below.

3.2 Role of the Code Review Panel

- 3.2.1 The oversight, monitoring and direction of the Code will be undertaken by the Code Review Panel (the Panel).
- 3.2.2 The Panel will:
- (a) be an independent body. All representatives must be independent of Code signatories. They must not have any conflict of interest, for example, having recently been employed by, or consultant to, any Code Signatory;
 - (b) have no representative of the Code Administrator sitting on the Panel;
 - (c) be suitably qualified to arbitrate cases referred to it by the Code Administrator, and to hear appeals against sanctions imposed by the Code Administrator;
 - (d) consist of at least three participants that are all non-signatories to the Code, including:
 - (i) a consumer representative with relevant experience and knowledge in, for example, consumer advocacy, protection and law, appointed by the Code Administrator in consultation with regulators of ACL;
 - (ii) a PV representative with experience in the solar PV industry appointed by the Code Administrator; and
 - (iii) a Chair with relevant experience and knowledge in, for example, regulatory or government administration of consumer law, or a suitable background to ensure due process is followed at all times, particularly when dealing with any breach of the Code. The Chair will be appointed by the Code Administrator and not employed in the PV industry.
- 3.2.3 Panel members will be appointed for a period of three years, and will be eligible for reappointment.
- 3.2.4 The Panel will be responsible for:
- (a) arbitrating cases referred to it by the Code Administrator;
 - (b) arbitrating appeals against sanctions imposed by the Code Administrator in accordance with section 3.7; and
 - (c) conducting its own inquiries into Code compliance.
- 3.2.5 The Panel will adhere to the Panel Terms of Reference, which set out its powers and functions.
- 3.2.6 The Panel will meet regularly to look at revisions to the Code, policy changes, how the Code operates, and complaints data.
- 3.2.7 All decisions of the Panel are final. Signatories have no right of review beyond the Panel.

3.3 Consumer Disputes

- 3.3.1 The Code Administrator will investigate all reported breaches of the Code but will not resolve a dispute between the Code Signatory and the consumer.
- 3.3.2 Consumers who wish to make a complaint against a Signatory should first contact the Signatory directly. Signatories are required to have a fair and transparent consumer complaints process that meets or exceeds the requirements of the Complaints Handling standard, AS ISO 10002-2006. Details of this process are outlined in section 2.4: In-house procedures and complaints handling.
- 3.3.3 If the consumer is not satisfied with the complaint resolution by the Signatory, the consumer should then contact the relevant industry consumer protection organisation, for example the state consumer affairs or fair trading body (see Appendix 5.3).
- 3.3.4 Consumers are encouraged to inform the Code Administrator of any behaviour which may be in breach of the Code that is lodged with a consumer protection organisation, even if their complaint is subsequently resolved. They can do so using the dispute form available online or in writing or by telephone.

3.4 Compliance and Auditing

- 3.4.1 The Code Administrator has put in place arrangements for monitoring Signatories' compliance with the Code to ensure it delivers the desired outcomes. Signatories must agree to comply with the requirement for regular monitoring and to allow audits on their compliance with the Code.
- 3.4.2 The Code Administrator will carry out the following monitoring and auditing measures and assess ongoing compliance with the code through:
- (a) audit compliance checks;
 - (b) mystery shopping;
 - (c) assessing feedback from consumers obtained through consumer satisfaction surveys;
 - (d) investigating cases it is aware of in which signatories may have breached the Code;
 - (e) analysis of conciliation and arbitration cases;
 - (f) analysis of consumer complaints;
 - (g) using information obtained from media reports;
 - (h) using information received from other Code signatories; and

- (i) using information obtained from any additional sources.

3.5 Breaches of the Code

3.5.1 The Code Administrator will investigate potential breaches of the Code. Breaches can be raised via:

- (a) self-reporting from Code signatories;
- (b) consumers using the dispute forms available on CEC websites;
- (c) any other person or body using the dispute form on the CEC solar accreditation website; or
- (d) evidence of breaches taken from any source including those outlined in section 3.4.

3.5.2 Alleged breaches of the Code will be investigated by the Code Administrator, which will follow the Complaints Procedure. The key steps of this procedure are:

- (a) Where the only source of information on a potential breach is raised by a third party (section 3.5.1(a), (b) or (c) above), evidence of the breach will be requested from the third party.
- (b) The Code Administrator will contact the Signatory in writing, providing details of the alleged breach as soon as practicable.

The Signatory will be given 21 days to respond to the Code Administrator setting out its comments and evidence on the alleged breach.

Once a Signatory is aware a breach may have occurred, if the matter is not disputed, they must explain the actions they have taken to address the alleged breach as soon as practicable.

- (c) The Code Administrator will investigate and assess the issue as soon as reasonably practicable in order to minimise consumer dissatisfaction and improve industry standards.
- (d) Where a breach is found to have been made, depending on the severity of the breach (see section 3.5: *Breach Matrix* below), the Code Administrator will either:
 - (i) allocate a sanction in accordance with section 3.6; or
 - (ii) provide documentation relating to the breach along with a recommended course of action to the Code Review Panel for consideration.
- (e) In the event that the breach is handled solely by the Code Administrator, a Signatory is entitled to appeal the ruling to the Code Review Panel (see section 3.7).
- (f) If a breach is referred to the Code Review Panel (either by the Code Administrator or by appeal), the Panel will determine if a breach has occurred and the subsequent action, if any, that will be taken against the Signatory.

- (g) All parties involved in the complaint/breach will be notified of the outcomes of the investigation.
- (h) All decisions by the Code Review Panel are binding.

Breach matrix

3.5.3 The table below indicates the severity of the breaches. In order to proactively target systemic issues in the industry, the breach levels can be altered at the discretion of the Code Review Panel. Any changes will be made in accordance with section 2.4.25.

Section of the Code	Breach level
Pre-sale activities	
Advertisements and promotions Any advertisements, promotions, quotations and statements produced must be legal, truthful, and comply with all relevant legislation.	Severe
Sales and quoting practices Signatories must adhere to ethical sales and quoting practices during all steps of the process	Major
Any reference to Small-scale Technology Certificates (STCs) must be consistent with Clean Energy Regulator wording.	Medium
Point of contract A written contract must be provided to the consumer and executed as described in the Code.	Severe
Receipts must be issued for all deposits collected.	Severe
Prior to signing the contract Before the contract is signed the Signatory must provide the consumer with the address of the local office or showroom, or a telephone number where any queries can and will be answered.	Minor
Consumers must be given a flyer describing this Code and also including: a) the process for provision of consumer feedback and lodging consumer complaints; and b) a link to the CEC's <i>Guide to Installing Solar PV for Households</i> Solar PV Consumer Guide.	Medium
Signatories must ensure that the contract is explained to the consumer before the contract is signed.	Major
Signatories must clearly explain the process surrounding the payment and trade of STCs.	Medium

Consumers must be advised that their electricity contract/tariff may change following installation of solar and that they should check with their electricity retailer as to what new electricity tariff rates may be applied.	Medium
Signatories must advise consumers of potential billing issues that may arise following changeover of the meter.	Minor
Where relevant in the State of installation, the Signatory must inform the consumer before a contract is signed that approval is required from the distributor to connect a system to the electricity grid, that the relevant paperwork must be completed and submitted prior to installation and that approval should be gained prior to installation.	Medium
Where the Signatory prepares and submits the documentation required for approval to connect to the network on behalf of the consumer, they must ensure consumers have approval prior to installation.	Medium
Post-sale activities	
Pre installation	
Cooling-off periods and requirements must be adhered to.	Major
Refund requirements must be adhered to.	Major
Post-installation	
Signatories must inform consumers as to how to measure the performance of their system.	Minor
Signatories must inform consumers as to how to appropriately maintain their system on a regular basis.	Medium
Signatories must prepare and submit all relevant documentation on behalf of the consumer (where permitted to do so) or otherwise clearly explain to the consumer the process for preparing and submitting such documentation.	Major
Signatories must inform provide adequate details of the process between system installation and network connection.	Medium
Signatories must endeavour to respond in a timely manner to any additional compliance requests from the distributor or electricity retailer, and if required, in consultation with the consumer.	Medium
Warranty requirements must be adhered to.	Severe
Documentation	
Signatories must ensure that the responsible parties provide the consumer with the relevant documentation in either electronic format or hard copy.	Medium
General business and obligations of signatories	
Compliance with the law	
Signatories must comply with all local, state and federal legislation, CEC accreditation guidelines and regulations.	Severe
In-house procedures and complaints handling	
Signatories must be responsive to, and deal appropriately with,	Medium

consumers at all times.	
Complaint handling requirements will be adhered to. Signatories must have an appropriate internal complaint handling process that is fair, efficient and transparent.	Severe
Signatories must be able to demonstrate compliance with the Code and provide evidence of compliance to the Code Administrator when a suspected breach of the Code is being investigated.	Medium
Information to be provided to the Code Administrator Signatories must comply with the requirements for information and data to be provided to the Code Administrator.	Severe
Training and promotion of the code Signatories must ensure consumers are made aware of the Code.	Medium
Signatories must ensure employees and representatives, whether employed directly, subcontracted or selling on the company's behalf are aware of the Code and their responsibilities under the Code.	Major
Signatories must employ and contract CEC-accredited designers/installers for all system designs and installations, or an equivalently trained accredited designer/installer as defined by the federal government in accordance with the Renewable Energy (Electricity) Regulations 2001.	Severe
Signatories must ensure the safety of their installers, subcontractors and employees.	Severe
Obligations of signatories and grounds for action to be taken Signatories must adhere to the Complaints Procedure , Code Review Panel Terms of Reference, and Brand Mark Guidelines.	Severe
Signatories must not make any vexatious or unfounded claims against other Signatories.	Medium
Code administration	
Failure to pay any fees or charges associated with the Code.	Major
Failure to comply with agreed action plan from an audit.	Major
Failure to comply with directives from the Code Administrator relating to Code breaches.	Major
Systematic breaches This is a breach of the Code that is not a singular event but is, in the Code Administrator's opinion, a procedural lack of compliance with the Code by the Signatory.	Severe

3.6 Sanctions

3.6.1 Once a breach of the Code has been confirmed then the sanctions will be undertaken as per the matrix below:

Breach	Actions / Sanctions
Severe	Signatory details to the Code Administrator its strategy to rectify the issue and appoints an independent auditor to audit the areas of activity where the breach(es) occurred at the Signatory's cost. Audit results and actions to prevent the breach occurring again to be sent to the Code Administrator. The breach will be listed on the CEC website in accordance with section 3.6.3 below.
Major	Signatory details to the Code Administrator its strategy to rectify the issue and implements an agreed action plan (at their cost) to prevent the issue re-occurring. If more than three major breaches occur within a 12 month timeframe, the Signatory must appoint an independent auditor, at the Signatory's cost, to audit the areas of activity where the breach(es) occurred. Audit results and actions to prevent the breach occurring again to be sent to the Code Administrator.
Medium	Signatory details to the Code Administrator its strategy to rectify the issue, and implements an agreed action plan (at their cost) to prevent the issue re-occurring.
Minor	The Signatory provides a written undertaking to the Code Administrator that the breach will not be repeated.

3.6.2 The relevant regulator and ombudsman will be notified of any breach of ACL.

3.6.3 Where a major breach has been made, Signatories will be given an opportunity to rectify the breach within a reasonable timeframe, in accordance with a determination by the Code Administrator/Code Review Panel.

- (a) If the breach is not rectified during this time, the breach will be publicly listed on the CEC website and in the Code Annual Report, identifying the name of the Signatory involved.
- (b) If the breach is rectified during this time, the breach will be publicly listed on the CEC website and in the Code Annual Report, but will not name the Signatory involved (i.e. de-identified listings of major breaches will be published in order to advise customers of issues prevailing in the sector).

Termination of Signatories

- 3.6.4 Serious, wilful, systemic or repetitive non-compliance which is detrimental to consumers may be cause to remove the retailer as a Signatory to the Code with immediate effect.
- 3.6.5 Suspension or cancellation of a Signatory can occur if:
- (a) the Signatory fails to provide evidence that they have rectified or addressed a breach of the Code within a reasonable timeframe; or
 - (b) the Signatory has multiple breaches that signify a systematic failure to adhere to the Code. In this case, they can be suspended until they provide evidence the systemic issue has been rectified.
- 3.6.6 Where a Signatory has been suspended or withdrawn from the Code, the Code Administrator/Code Review Panel has the right to inform the general public and any interested party that the Signatory is no longer a signatory to the Code. The Signatory will also immediately cease to:
- (a) describe itself as a signatory to the Code or an Approved Retailer;
 - (b) use the Code brand mark; and
 - (c) advertise or portray itself as in any way being connected to the Code.

3.7 Appeals

- 3.7.1 If a Signatory believes that the Code Administrator did not exercise reasonable discretion, that they were denied natural justice, or that new evidence has come to light that was not available at the time of original determination, they are entitled to appeal the determination of the Code Administrator to the Code Review Panel.
- 3.7.2 Signatories can lodge an appeal using the appeals form online.
- 3.7.3 Appeals must be lodged within one month of the original Code Administrator determination. They must be submitted in writing, detailing the relevant issue, and reasons why the appeal is being made.
- 3.7.4 The Code Review Panel will consider and provide a ruling on the appeal in writing, along with reasons for the determination, as soon as reasonably practicable.
- 3.7.5 All parties involved will be notified of the outcomes of the investigation.
- 3.7.6 All decisions by the Code Review Panel are binding and there is no further right of appeal.

3.8 Review of the Code and Public Reporting

- 3.8.1 An annual report on the Code's operation, including reporting on Code compliance, will be produced by the Code Review Panel, to enable a periodic assessment of the Code's effectiveness, ensure the Code standards meet the identified objectives and community expectations, and to identify systemic issues and areas for improvement.
- 3.8.2 All breaches and sanctions occurring each year will be reported in the Code's annual report. This information will not identify the names of any signatories, with the exception of:
- (a) cases where a Signatory has been removed or suspended from the Code; and
 - (b) severe breaches that are not rectified by the Signatory, as outlined in section 3.6.3 above.
- 3.8.3 For the purpose of sections 2.4.7 to 2.4.11, none of this information will be made publicly available, with the exception of 2.4.7(c) and (d), which may be included de-identified in the Code's annual report.
- 3.8.4 The Code, Code reporting, Code Review Panel and Code Review Panel Terms of Reference will also be independently reviewed every three years following their commencement. The review will be undertaken by a suitably qualified, independent person/body.
- 3.8.5 The independent three-yearly reviews will be conducted in consultation with relevant stakeholders including consumer advocacy groups, government bodies and regulators of consumer law. The independent reviewer will have access to all necessary documentation including procedures and reporting from the Code Review Panel and Code Administrator.
- 3.8.6 Systemic concerns identified during Code reviews will be referred to the relevant regulators, as will any breaches of laws and regulations.
- 3.8.7 The Code annual report and independent reviews will be published online.

4. BECOMING A CODE SIGNATORY

4.1 Application Process

- 4.1.1 PV retailers wanting to sign on to the Code will need to complete the following steps:
- (a) complete the online application form or print and complete the application form and submit it to the CEC (both forms located at <http://www.solaraccreditation.com.au/retailers/application-process.html>);
 - (b) agree to and sign the Code including the Code *General Rules and Standards* (section 2);
 - (c) provide examples of standard documentation as requested (for example, contracts and quotes);
 - (d) submit to an integrity/financial check using an external agency;
 - (e) allow documentation to be checked by independent experts (for example, lawyers) as required by the Code Administrator. This will be completed in confidence;
 - (f) explain any adverse findings from a summary report on any dispute history lodged with the Code Administrator;
 - (g) if required by the Code Administrator, attend an interview with Code Administrator; and
 - (h) if required by the Code Administrator, provide referees for reference checks/consumer feedback data.
- 4.1.2 Based on the information submitted by the applicant, the Code Administrator will make an assessment as to whether the application sufficiently demonstrates that the applicant retailer complies with the Code and has the systems and procedures in place to ensure ongoing compliance.
- 4.1.3 Formal feedback on the application assessment will be provided to the applicant.
- 4.1.4 Incorrect or incomplete information submitted by an applicant may lead to the delay or rejection of an application.

- 4.1.5 Where an applicant's actions or behaviour is considered to be inconsistent with the Code, the Code Administrator has the right to decline an application.
- 4.1.6 Becoming a Signatory to the Code is open to both non-CEC members and CEC members.

4.2 Code Fees

- 4.2.1 All fees are stated exclusive of GST.
- 4.2.2 All fees are subject to GST.
- 4.2.3 All fees are published on the Solar Accreditation website at www.solaraccreditation.com.au/codeofconduct/application, including in the Application Form available for download in pdf format from that website.
- 4.2.4 The CEC reserves the right to vary the fees from time to time. Notice of fee variations will be given to signatories in accordance with section 2.4.25.
- 4.2.5 A non-refundable Application Fee will be charged for each application. On receipt of an application, the CEC will issue a tax invoice for the Application Fee to the applicant's Primary Contact. On receipt of the Application Fee, the CEC will process the application. The Application Fee is not charged to Signatories undertaking their annual renewal.
- 4.2.6 Signatories are required to pay an Annual Fee. The Annual Fee is calculated at a price per kilowatt (kW) of solar PV installed by the applicant company in the previous financial year or calendar year, whichever concluded more recently. The Annual Fee charged will have a set minimum and maximum, published in accordance with section 4.2.1 above.
- 4.2.7 Becoming and remaining a Signatory is conditional upon the timely payment of fees, charges and additional agreed costs associated with being a Signatory (for example, agreed payment for advertising).

4.3 Withdrawing from the Code

- 4.3.1 A Signatory can withdraw from the Code at any time provided they advise the Code Administrator of their intention in writing, and give two weeks' notice of their request to be removed as a Signatory.
- 4.3.2 Signatories who choose to withdraw from the Code will not be entitled to a refund of any fees or associated charges already paid at the date of receipt of notice to withdraw.

4.4 Use of Brand Mark

- 4.4.1 Signatories are required to use the Code brand mark in accordance with the relevant guidelines. The Code brand mark remains the intellectual property of the CEC and legal action may be taken in regard to its misuse.

5. APPENDIX

5.1 Glossary and Definitions

The definitions for terms used in this document are as follows.

Approved Retailer – A solar retailer who is a current signatory to this Code of Conduct.

Australian Consumer Law – Schedule 2 to the *Competition and Consumer Act 2010* (Commonwealth).

Agreement – See ‘Contract’

Best Industry Practice –

- a) Developing and conducting a business in a manner in line with leading practice in the industry, in order to maintain quality that goes beyond mandatory legislated standards.
- b) A benchmark for the industry that shows results superior to those achieved purely through adherence to legislation.
- c) Can evolve over time as improvements are discovered.

Breach – Any failure to comply with the Code of Conduct including the Code General Rules and Standards, and other documentation referred to in the Code.

Business day – A day that is not a Saturday, Sunday or public holiday in the relevant location in Australia.

CEC – the Clean Energy Council.

Code – This Solar Retailer Code of Conduct, as published by the Clean Energy Council.

Code Administrator – Clean Energy Council. Has the meaning outlined in section 3.1.

Code Review Panel – Has the meaning outlined in section 3.2.

Complaint – Any expression of dissatisfaction with a product or service offered or provided, or with a complaints process.

Consumer – A person, business or not for profit organisation that seeks to buy or lease goods or services from a business or other provider, is party to a contract, or is eligible under the criteria set by a retailer to enter into a contract to acquire a product. Includes the following categories of consumer:

- a) **Residential Consumer** – A person who purchases solar PV principally for personal, household or domestic use at premises.
- b) **Small Business Consumer** – A business or not for profit organisation which at the time it enters into the contract, may not have a genuine and reasonable opportunity to negotiate the terms of the contract. A small business is defined in accordance with the *Fair Work Act 2009* as one with fewer than 15 employees, not including casual employees. Associated entities are taken to be one entity when calculating the number of employees.

- c) **Medium and Large Scale Business Consumer** – Any that does not fit into a) or b) above.

Contract – An agreement made between two or more parties (for example, a retailer and a consumer) to supply goods or services relating to a solar PV product, that is intended to be legally enforceable. Contracts can be made in writing or orally.

Designer – A designer of solar PV systems.

Dispute – A complaint by a consumer in relation to a Code signatory, that has not been immediately resolved when brought to the attention of that signatory.

Distribution – The activity of delivering electricity from the generator via wires to the end user (retail customers including homes, businesses, etc.).

Distributor – A distribution network service provider, which is an owner, controller or operator of an electricity distribution system.

Electricity Retailer – An entity that delivers and sells electricity directly to the end-use customer.

Force Majeure Event – an extraordinary event outside the reasonable control of a retailer or a consumer.

Inform – To advise in writing or verbally.

Installer – An installer of solar PV systems.

Manufacturer – Includes a person who:

- a) grows, extracts, produces, processes or assembles goods
- b) portrays himself to the public as the manufacturer of goods
- c) causes or permits their name, business name or landmark to be applied to goods they supply
- d) permits himself to be held out as the manufacturer by another person, or
- e) imports goods into Australia where the manufacturer of the goods does not have a place of business in Australia.

Product – The solar PV system including panels, inverters and components.

Signatory – A signatory to the Solar Retailer Code of Conduct, also referred to as an Approved Retailer.

Signed – Has the meaning of something signed in person or equivalent point of acceptance in accordance with the *Electronic Transaction Act* and other relevant legislation.

Solar PV - Solar photovoltaic.

System – The solar PV system. Refers to the entire arrangement, including PV modules and all other equipment required to make it work including inverters and components.

5.2 Additional Information

Further information relating to this Code including documentation referred to in the Code, guides for signatories to assist in complying with the Code, Code templates, and information for consumers, can be found online.

Designer/Installer Accreditation

- Design Guidelines: solaraccreditation.com.au/installers/compliance-and-standards/accreditation-guidelines
- Install Guidelines: solaraccreditation.com.au/installers/compliance-and-standards/accreditation-guidelines
- Accreditation Code of Conduct: solaraccreditation.com.au/installers/compliance-and-standards/accreditation-guidelines/accreditation-code-of-conduct
- Accreditation Terms and Conditions: solaraccreditation.com.au/installers/compliance-and-standards/accreditation-guidelines/accreditation-terms-and-conditions

The Code

- Code Review Panel terms of reference: approvalsolarretailer.com.au
- Brandmark guidelines: approvalsolarretailer.com.au
- Code flyer (consumer guide to the Code): approvalsolarretailer.com.au

Consumer Information

- CEC Consumer guide to buying household solar panels: solaraccreditation.com.au/consumers/purchasing-your-solar-pv-system.html
- CEC guides to connecting to the grid: cleanenergycouncil.org.au/technologies/grid/grid-connection.html

5.3 Consumer Protection Organisations/Other Contacts

Consumer Affairs

Australian Competition and Consumer Commission

GPO Box 3131
Canberra ACT 2601
T. 1300 302 502
acc.gov.au

New South Wales NSW Fair Trading

PO Box 972
Parramatta NSW 2124
T. 13 32 20
fairtrading.nsw.gov.au

Australian Capital Territory Office of Regulatory Services

GPO Box 158
Canberra ACT 2601
T. (02) 6207 0400
ors.act.gov.au

Northern Territory Consumer Affairs

GPO Box 1722
Darwin NT 0801
T. 1800 019 319
consumeraffairs.nt.gov.au

Queensland
Office of Fair Trading
GPO Box 3111
Brisbane QLD 4001
T. 13 13 04
fairtrading.qld.gov.au

South Australia
Office of Consumer
& Business Services
GPO Box 1719
Adelaide SA 5001
T. (08) 8204 9777
ocba.sa.gov.au

Tasmania
Office of Consumer
Affairs & Fair Trading
GPO Box 1244
Hobart TAS 7001
T. 1300 654 499
consumer.tas.gov.au

Victoria
Consumer Affairs Victoria
GPO Box 123
Melbourne 3001
T. 1300 55 81 81
consumer.vic.gov.au

Western Australia
Department of Commerce: Consumer
Protection
Locked Bag 14
Cloisters Square WA 6850
T. 1300 30 40 54
commerce.wa.gov.au

Australian Securities and
Investments Commission
PO Box 9827
(in your capital city)
T. 1300 300 630
asic.gov.au

Other Bodies

- Clean Energy Regulator ret.cleanenergyregulator.gov.au
- Australian Competition and Consumer Commission acc.gov.au

5.4 Relevant Acts and Legislation

The Code and *Code General Rules and Standards* should be read in conjunction with relevant legislation including:

- *Australian Consumer Law* (Schedule 2 of the *Competition and Consumer Act 2010*, the new name of the *Trade Practices Act 1974*) (Cth).
- State and Territory fair trading legislation, where relevant.
- State and Territory door-to-door sales legislation, where relevant.
- The *Disability Discrimination Act 1992* (Cth).
- The *Racial Discrimination Act 1975* (Cth).
- Any other relevant equal opportunity legislation.
- *The Privacy Act 1988* (Cth).
- *The Spam Act 2003* (Cth).
- *The Do Not Call Register Act 2006* (Cth).
- Renewable Energy Target legislation (*Renewable Energy (Electricity) Act 2000* and *Renewable Energy (Electricity) (Charge) Act 2000*) which is supported by the *Renewable Energy (Electricity) Regulations 2001* (Cth).
- Relevant state domestic building work contracts Acts:
 - *Domestic Building Contracts Act 1995* (Victoria).
 - *Home Building Act 1989* (New South Wales).
 - *Domestic Building Contracts Act 2000* (Queensland).
 - *Building Work Contractors Act 1995* (South Australia).
 - *Home Building Contracts Act 1991* (Western Australia).
 - *Housing Indemnity Act 1992* (Tasmania).
- The *Electronic Transactions Act 1999* (Cth).
- Relevant state and territory electrical licensing legislation (for example, *Electricity (Licensing) Regulations 1991* (Western Australia)).



Terms & Conditions

March 2019

shophumm.com.au

hummm Terms and Conditions – April 2019

The terms of the *hummm credit contract* are set out in these Terms and Conditions and your Credit Schedules (there is a separate Credit Schedule for each purchase) (together, the **Contract**).

One of the great features of hummm is that you should not pay any more for a Good or Service at a Merchant when using hummm than you would pay if you were not using hummm.

If a Merchant indicates that you will have to pay more or tries to charge you more (for example by charging a higher price of the good or service, not applying a discount or rebate or by charging or bundling additional fees or charges), we want to know about it. So please tell us by contacting us at (08) 8232 2828.

We are also a member of the Australian Financial Complaints Authority (AFCA), which is an independent dispute resolution scheme. You can make a complaint to AFCA by calling 1800 931 678 or by visiting their website at www.afca.org.au - see clause 11 below for more information on making a complaint.

The meaning of some key words is explained at the end of these Terms and Conditions.

1. How to establish your hummm RCA

- 1.1 If you don't already have an RCA with us, by submitting a completed Credit Schedule to an Eligible Merchant or by making an application to join hummm using the hummm Portal, you:

- (a) offer to enter this Contract electronically;
and
- (b) consent to providing your acceptance electronically for the purposes of this Contract, the Direct Debit Service Agreement, the Identity Verification and the Privacy Consent.

1.2 If we accept your offer, we will open an RCA in your name and these Terms and Conditions will apply. We may accept your offer by opening an RCA in your name or by sending you a purchase confirmation.

2. How you can use your RCA

- 2.1 You can use your RCA to purchase Goods or Services from Eligible Merchants.
- 2.2 You can have a Big Things Limit or a Little Things Limit or both. You can ask us to increase them, but only up to the Maximum Big Things Limit and the Maximum Little Things Limit. We do not have to agree to an increase.
- 2.3 Subject to these terms, you may drawdown under your RCA to purchase from Eligible Merchants:
- (a) Big Things up to the amount you have Available to Spend on Big Things; and
 - (b) Little Things up to the amount you have Available to Spend on Little Things.
- 2.4 To make a purchase using your RCA, you must request that we provide an Amount of Credit on the terms specified in a Credit Schedule. That request can be made by submitting a Credit Schedule in relation to a proposed purchase to us via the humm Portal or an Eligible Merchant.
- 2.5 If we confirm your request, you may complete the purchase using the Amount of Credit for that purchase under your RCA.
- 2.6 If you request that we provide an Amount of Credit that is more than your Maximum Purchase Amount,

we will treat your request as a request to increase your relevant Credit Limit. Subject to these terms, if the limit increase request is approved by us your relevant Credit Limit will increase by that amount.

- 2.7 You must pay any minimum deposit we require you to pay to the Eligible Merchant for a purchase in order to drawdown under your RCA for that purchase. You will be notified of any minimum required deposit at the time of any proposed purchase.
- 2.8 You cannot use your RCA to purchase a Big Thing if it will result in you having more than three Outstanding Purchase Amounts relating to purchase of Big Things.

3. When you can't use your RCA for a purchase

- 3.1 You cannot drawdown under your RCA if:
- (a) the RCA has been closed or use of the RCA has been suspended or cancelled;
 - (b) you are in Default;
 - (c) you do not provide any documents we reasonably require from time to time, including identification documents;
 - (d) the Amount of Credit or required deposit is not within the Merchant's limit as set by us from time to time;
 - (e) we are not reasonably satisfied that the Merchant is entitled to that amount under your contract with the Merchant;
 - (f) the terms upon which the Amount of Credit is to be repaid as set out in the Credit Schedule would not result in the Amount of Credit being repaid in full within the selected term or are otherwise incorrect or incomplete;
 - (g) you have not provided a completed Credit Schedule (including a direct debit authority if we require it);

- (h) we suspect that you or another person may have acted fraudulently in connection with your RCA; or
- (i) it will cause you to exceed the amount you have Available to Spend on Big Things or the amount you have Available to Spend on Little Things.

4. The amount you have Available to Spend

- 4.1 When you purchase a Big Thing with your RCA, the amount you have Available to Spend on Big Things is reduced by the Purchase Amount on the Start Date for that purchase, but increases as you make the repayments on any such purchase as described below in clause 4.2.
- 4.2 When you make a repayment on a purchase it is applied first to paying certain fees and other amounts (see clause 6). When repayments are made on a Purchase Amount for a Big Thing:
 - (a) your Big Things Limit reduces by the amount you repay and increases by the amount by which the amount you have Available to Spend on Big Things increases, as set out in sub-clause (b) below; and
 - (b) the amount you have Available to Spend on Big Things increases by an amount which corresponds as follows:

Percentage of Purchase Amount repaid	Percent of dollars repaid to Purchase Amount available to make another purchase (i.e. added to the amount you have Available to Spend on Big Things)
1% to 25%	10%
26% to 50%	50%
51% to 75%	75%
76% to 100%	100%

Example: *If you make an initial purchase of a Big Thing with a Purchase Amount of \$1,000, your Big Things Limit would be \$1,000 and, after the purchase, the amount you have Available to Spend on Big Things would be \$0. If you repay \$200 of that purchase (after fees and other amounts payable under clause 7), i.e. 20% of the Purchase Amount, the amount you have Available to Spend on Big Things would increase to \$20 (being 10% of the \$200 repaid) and your new Big Things Limit would be \$820 (being \$1,000 less \$200 plus \$20). If you then repay another \$100 so that you have repaid \$300 of the purchase (after fees and other amounts payable under clause 7), i.e. 30% of the Purchase Amount, the amount you have Available to Spend on Big Things would increase by another \$130 (so that the new amount you Available to Spend on Big Things would be \$150, i.e. 50% of the \$300 repaid in relation to that purchase) and your new Big Things Limit would be \$850 (being \$820 less \$100 plus \$130).*

- 4.3 At any time you may request that we increase your Little Things Limit up to the Maximum Little Things Limit. We may approve or decline that request at our discretion.
- 4.4 When you purchase a Little Thing with your RCA, your Little Things Balance Owing increases by the Purchase Amount and the amount you have Available to Spend on Little Things is reduced by the Purchase Amount on the Start Date for that purchase.
- 4.5 When repayments are made on a Purchase Amount for a Little Thing, your Little Things Balance Owing decreases by the amount of the repayment after applying any fees and other amount in accordance with clause 7 and the amount you have Available to Spend on Little Things increases by the same amount.

5. Reducing or cancelling your Credit Limit

- 5.1 If you ask us to, we will reduce or cancel your Credit Limit, subject to any minimum limits that apply at the time.
- 5.2 We may, acting reasonably, reduce all or any of your Credit Limit or Available Limit to any amount we choose if:
- (a) you are in Default;
 - (b) we reasonably form the opinion that there may be a material adverse effect for you or us if we do not (including if we have concerns, on reasonable grounds, that you may not be able to meet your obligations under this Contract if you drew down further);
 - (c) we decide to no longer offer this product or we put an alternative offer to you; or
 - (d) it is necessary due to a change in law or a code binding us or in interpretation of such a law or code.

If you are in Default, we do not need to give you notice of this. Otherwise, we will give you one months' notice.

6. Repayments

6.1 Once we provide you with a Purchase Amount, you owe us that amount. You must pay to us, in relation to each Purchase Amount:

- (a) the repayments in the amount and at the frequency or on the dates specified in the Credit Schedule for the relevant purchase from the Start Date; and
- (b) any additional fees not included in the Amount of Credit.

However, your final required repayment in relation to a Purchase Amount cannot exceed the unpaid amount of that Purchase Amount and any applicable fees.

If an amount is due on a day that is not a Business Day or a day that does not exist (e.g. 30 February) you must pay us that amount on the next Business Day.

6.2 Each purchase under the RCA will have a separate Purchase Amount and repayments that are payable. The repayment amount stated in the Credit Schedule excludes any government duties applicable to the repayment and does not include any fees or charges payable under this Contract other than the Establishment Fee or Repeat Purchase Fee (if applicable).

6.3 We will notify you of the Start Date for each Purchase Amount. The Start Date for a Purchase Amount will typically be the date you submit a Credit Schedule to us.

6.4 You must make the repayments by direct debit from the bank account or credit card shown in the Credit Schedule or by any other manner approved by us. If you have more than one Purchase Amount

outstanding, we will initiate separate direct debits for the repayment amounts that relate to each Purchase Amount. You must ensure that there are sufficient funds in that account to allow any repayment to be honoured.

- 6.5 You can make repayments or pay fees and charges ahead of time, if you like. For some repayments, you may be given an option in the humm Portal to reschedule the due date for that payment to a later date up to the day before the following repayment is due. However, you can only have one outstanding rescheduled payment at any one time. If you select a new due date for a repayment where that option is available, the payment will be due on the new date selected.
- 6.6 We ordinarily apply a payment received in the following order in repayment of any unpaid amounts to the extent that the relevant items have been charged to your RCA at the time the repayment is processed:
- (a) enforcement expenses;
 - (b) government taxes, duties or charges;
 - (c) fees payable under this Contract relating to the relevant purchase;
 - (d) any outstanding Purchase Amounts relating to the relevant purchase;
 - (e) any other part of the Balance Owing.
- 6.7 If you make a payment to us, and you have made more than one purchase on your RCA, you may nominate the purchase which it relates to. If you do not nominate a purchase, or if you are in Default, we may, acting reasonably, determine which purchase it relates to at our discretion.
- 6.8 If you are in Default, we may make reasonable changes to the amount, method of calculation, number, frequency or time for payment of repayments or period over which repayments are to

be paid without your consent in order to remedy any arrears in payment.

- 6.9 All repayments, fees and charges, once paid, are not refundable unless we have received payment in error or you are entitled to a refund under the Australian Consumer Law or any other law.
- 6.10 In the event you sell the goods or property to which the goods purchased with your RCA have been installed or attached to, you are still required to continue to make repayments to us and to pay any related fees and charges until the Total Amount Owing is paid in full, even in the event you are no longer in possession of those goods.

7. Fees and Charges

- 7.1 Subject to clause 7.3, you must pay us:
- (a) an Establishment Fee or Repeat Purchase Fee for each purchase of a Big Thing. The fee will be set out in the Credit Schedule for a purchase. The Amount of Credit for a purchase will include the Establishment Fee or Repeat Purchase Fee together with the amount to be paid to the merchant. The fee is repaid as part of the repayments relating to the purchase;
 - (b) a Monthly Fee of \$8.00. This fee is due and payable each month on the first Business Day of each month if the Balance Owing (excluding all amounts in relation to any Short Term Little Thing Purchase) has been greater than zero on any day since the first Business Day of the previous month. This is only charged once each month, regardless of the number of Outstanding Purchase Amounts.
 - (c) a Late Payment Fee of \$6.00 each time a repayment is not paid by the due date for payment;

- (d) a Collection Fee of \$30.00 each time we take steps to collect an overdue payment;
- (e) all additional government stamp and other duties and charges payable on receipts or withdrawals under this Contract; and
- (f) any reasonable Costs we reasonably incur in enforcing this Contract after a Default, which includes enforcement expenses reasonably incurred by the use of our staff and facilities.

7.2 Notwithstanding any other clause in the Contract, the total amount payable under this Contract for Establishment Fees, Repeat Purchase Fees and Monthly Fees and any other amount payable under this Contract which is a charge for the provision of credit under this Contract, is subject to annual caps. Those caps are:

- (a) for the period of twelve (12) months after you enter into the Contract - \$200; and
- (b) for any subsequent period of twelve (12) months - \$125.

However, the cap is \$0 if you have had a previous continuing credit contract with us (or our Associate) in the previous 12 months. These caps will automatically reduce to reflect any lower prescribed maximum charge under section 6(5) of the National Consumer Credit Code or any equivalent statutory provision for contracts of this type.

7.3 You authorise us to debit any of these amounts to your RCA. We may do so on or after the date we pay them or the date they become payable by you or us. If they are not already due, they are due when debited to the RCA.

8. Closing your RCA

8.1 You may cancel your RCA by written notice to us. You may do this at any time as long as there is no

Balance Owing outstanding. Your RCA remains open until you or we cancel it.

- 8.2 We may cancel your RCA if no purchases are made using it for 24 months after the Purchase Amount for all outstanding purchases is repaid. See also clause 9 which enables us to suspend your RCA in some circumstances.
- 8.3 While your RCA remains open, it is only active while there is a Balance Owing. If at any time after you make the initial purchase the Balance Owing is zero, your RCA becomes inactive until you choose to activate it again by making an additional purchase.

9. Suspending your RCA

- 9.1 We may suspend your RCA if:
- (a) you are in Default; and
 - (b) we reasonably suspect that there may be a material adverse impact on you or us if we do not suspend your RCA;
 - (c) we reasonably suspect that you or someone else has acted fraudulently in connection with this Contract or your RCA;
 - (d) there is any dispute regarding a transaction under your RCA and we reasonably consider we should suspend to prevent a material adverse impact to you or us; or
 - (e) we otherwise reasonably consider it to be necessary to protect your or our interests.
- 9.2 We do not need to give you prior notice of a suspension but will promptly inform you afterwards.

10. Default

- 10.1 You are in Default if:
- (a) you do not pay on time all amounts due under this Contract within 2 Business Days of their due date;
 - (b) you or another person on your behalf gives us or has given us materially incorrect or

misleading information in connection with this Contract, or we conclude on the basis of evidence available to us that it is more likely than not that you have acted fraudulently in connection with this Contract; or

- (c) you become Insolvent or are declared bankrupt or steps are taken to make you bankrupt or Insolvent.

- 10.2 If you are in Default, we may give you a notice stating that you are in Default. If you don't correct the Default within any period given in the notice, then, at the end of that period and without further notice to you, the Total Amount Owing becomes immediately due for payment (to the extent it is not already due for payment). We may then sue you for that amount and we may cancel your RCA. If we give you notice by sending a document to your last address notified to us this will be considered notice to you even if those notices are returned to us.
- 10.3 Enforcement expenses may become payable under this Contract in the event of a breach of this Contract and are payable in accordance with clause 7.

11. What you do if you dispute a transaction or want to make a complaint

- 11.1 If you want to dispute a transaction or make a complaint about your RCA or anything else in relation to this Contract, you should tell us as soon as possible and provide us with sufficient information or documents for us to be able to investigate the matter.
- 11.2 We will investigate the matter, and if we are unable to settle it immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

- 11.3 Within 21 days of receipt from you of the details of the disputed transaction or your complaint, we will:
- (a) complete our investigation and advise you in writing of the outcome of our investigation: or
 - (b) advise you in writing that we require further time to complete our investigation.

In the case of a complaint, we will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances in which case we will let you know the reasons for the delay and about your other rights to complain to the Australian Financial Complaints Authority (**AFCA**). AFCA's contact details are:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Toll Free Call: 1800 931 678
Website: www.afca.org.au

AFCA offers an independent dispute resolution process to customers. If you have been through our internal complaints process without a response or you are not satisfied with the outcome, you can take the matter to AFCA.

We will also provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.

- 11.4 If we find that an error was made, we will make any appropriate adjustments to your RCA and notify you in writing of the amount of any adjustment.

12. What you can do if you are in financial difficulty

If you are having trouble, or think you may in the future have trouble, meeting your obligations under this Contract, please contact us on (08) 8232 2828 so we can work with you to try to help you.

13. General matters

- 13.1 We may exercise a right or remedy under this Contract (in addition to other rights and remedies provided by law independently of it or by any other Contract) or give or refuse our consent in any way we consider appropriate including by imposing reasonable conditions.
- 13.2 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 13.3 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy other than caused by our negligence.
- 13.4 We may assign or transfer our rights under this Contract. Any person to whom our rights are transferred will have the same rights that we do under the Contract. This will not affect our obligations to you under this Contract. You agree that we may disclose any information or documents we consider desirable to help us exercise this right including personal creditworthiness information to persons involved in providing funds by way of securitisation. Your rights are personal to you and may not be assigned without our written consent.
- 13.5 Notices, certificates, consents, approvals and other communications provided by you in connection with this Contract must be in writing (writing includes communication via the humm Portal).
- 13.6 Communications from us may be signed by any of our authorised employees, if required.
- 13.7 Subject to clause 14.1, communications for you or us may be given by any means permitted by law.
- 13.8 If you are in Default, we may make any reasonable change to any provision of this Contract (other than the Amount of Credit or fees or charges set out in the Credit Schedule) in addition to those specifically mentioned. We may also make any reasonable

change to any provision of this Contract to comply with any law or regulation, or if we give you 6 months' written notice before the change takes effect. However, we cannot make any change to clause 7.2 for any reason.

- 13.9 Subject to any statutory right of set-off which we cannot exclude by agreement (such as under consumer protection legislation), you must pay all amounts due under this Contract in full without setting off amounts you believe we owe you and without counter-claiming amounts from us.
- 13.10 It is your sole responsibility to arrange subsequent utilities for any Goods installed or applied to a property where the Goods require these additional services in order for it to operate fully. For example, for solar panels it is up to you to arrange for connectivity to the grid and your property via your electricity provider. Such utilities do not form part of this Contract.
- 13.11 This Contract is governed by the laws of South Australia.
- Your email address and mobile phone number***
- 13.12 We may use, and you consent to us using, your email address as part of our secure log in or authorisation process, or to advise you of changes to your RCA which may alter our delivery of, or your ability to use your RCA. You need to keep your email address current and you can use the humm Portal to update your email address or contact us on 1800 088 151.
- 13.13 Because we use, and you consent to us using, electronic communication we will use your mobile phone number to send you SMS Codes and other information you need to know. So we can communicate with you, you must keep your mobile phone number provided to us up to date. You may update your mobile phone number using the humm Portal or by contacting us on 1800 088 151. If you do

not provide us with your current mobile phone number you will not be able to transact on your RCA, and you may not be notified of important information relevant to the use of your RCA.

- 13.14 You agree that you will notify us of any change to your contact details as previously advised to us within 5 Business Days of the change taking effect.

Transactions and Merchant records

- 13.15 You agree that Merchant records and documents of any transaction with you are evidence of the transaction and of the amount shown and that we may rely on those records and documents to make decisions about your RCA and how we deal with you.

What you acknowledge by entering into this Contract and submitting a Credit Schedule

- 13.16 You acknowledge at the date of this Contract and each time you submit a Credit Schedule that:
- (a) you are a permanent resident of Australia;
 - (b) you are permanently employed working at least 25 hours per week or receiving an aged or veterans pension;
 - (c) you are not an undischarged bankrupt or have reason to believe you are or may become Insolvent; and
 - (d) if Goods, Installation or Services are to be fitted or fixed in place so that they become a part of a property or dwelling then you are the owner of the domestic property or dwelling.

What happens upon the return or cancellation of goods or services?

- 13.17 You agree that:
- (a) subject to clause 13.17(b), the return or cancellation of any Goods, Installation or Services from the Merchant or us will not be accepted in lieu of repayments to us unless we otherwise agree;

- (b) we will often be a linked credit provider of a Merchant, which means you may have rights against us in relation to Goods, Installation or Services which are the subject of a purchase under the Australian Consumer Law or other consumer laws. If this is the case, we may be liable with the Merchant for any amounts the Merchant owes you in respect of the Goods, Installation or Services. If there is a problem with the Goods, Installation or Services, you should talk to the Merchant first to try and resolve it. However, if you are unable to resolve it with the Merchant, you should contact us and we will consider all of the circumstances (including any liability we have in the matter) and consider what assistance we can provide you;
- (c) subject to the rights described in clause 13.17(b), and any other applicable law, we are not responsible or liable:
- (i) if a supplier or other person refuses to offer or accept an application to use a humm RCA, no matter what the reason; or
 - (ii) for any defect or deficiency whatsoever in respect of any Goods, Installation or Services (for example, with respect to the quality of any Goods, Installation or Services or their fitness for any purpose).

Your authority to operate the back account

- 13.18 You agree that you are the authorised signatory of the bank or credit card account to be used for the repayments.

Who we can take instructions from in relation to your RCA

13.19 Subject to clause 13.20, we can only take instructions in relation to this Contract from you. Should you wish to nominate a third party to act on your behalf, we must receive this request from you in writing (which includes via the humm Portal).

What happens if you are more than one person?

- 13.20 Where you are more than one person, you acknowledge and agree that:
- (a) any one such person individually can operate the RCA and bind all such persons. We can take and act on instructions from any one such person in relation to this Contract (including instructions to suspend or cancel your RCA) however to lift a suspension we will require the consent of all such persons;
 - (b) each such person is individually and jointly liable for all of your obligations under this Contract; and
 - (c) information available in the humm Portal will be accessible by each such person.

THE HUMM PORTAL AND HOW WE COMMUNICATE WITH YOU

The humm Portal is how we communicate with you and how you access your RCA.

14. How you can access and use the humm Portal

14.1 You agree to receive statements, notices and any documents that we are required to give you in relation to the RCA and your Contract by electronic communication through the humm Portal. You need to know that we will not usually send you paper documents. You should regularly check for communications from us in the humm Portal as this will be our main method of communication with you

(although we may on occasion also contact you by your email address or mobile phone number). Even though we operate online we still might write to you if we cannot use the humm Portal to communicate with you, or if we think you are not receiving our electronic communications. You can withdraw your consent to electronic communications using the humm Portal, but if you do that we may close your RCA (when you have paid the Total Amount Owing).

- 14.2 You are responsible for any charges by your telecommunications provider for connecting to the humm Portal on your mobile phone or tablet device, including call costs and data costs associated with browsing the internet.

Access to your RCA using the humm Portal

- 14.3 Access to your RCA using the humm Portal requires a password, PIN or SMS Code (together referred to as **Password**) and sometimes more than one of these might need to be used. The humm Portal is intended to give you 24-hour access to your RCA but this may not always be possible and we are not obliged to give you continuous access.

- 14.4 We may adjust debits and credits to your RCA to accurately reflect your legal obligations and ours and we will show you any adjustments in your humm Portal. If an adjustment is required we may make consequential adjustments.

Password access to your RCA using the humm Portal

- 14.5 You have to keep your Password secret. This is important because anyone who obtains your Password will be able to access the humm Portal and our website and obtain information about you, your RCA and give us details and instructions. You must not provide your Password to anyone else to enable them to access your RCA.

- 14.6 If you have lost, forgotten, or misplaced your Password, or believe someone else knows it, for

example by hacking your mobile phone, you must cancel and re-set your Password.

- 14.7 You must protect your Password and ensure that it does not become known to any other person. You must use up to date antivirus, anti-malware and firewall software on your computers and mobile devices. You must not give your Password to anyone else. You must not record your Password without protecting the security of the Password, for example by disguising the password within another record, hiding the record somewhere safe or by keeping it locked away or in a password protected device. You must not choose a password that represents your date of birth or name.
- 14.8 You are liable for any losses that occur before you notify us of a breach of Password security if you contributed to that loss by fraud or by breaching clauses 14.5, 14.6 or 14.7. However, you are not liable for losses that exceed the total amount of credit available to you under this Contract (being the sum of your Big Things Limit and your Little Things Limit) at the relevant time. You are also not liable for losses caused by fraud or negligence of us, a merchant, employees or agents of us or a Merchant, losses caused by transactions that occur before we have sent you the relevant Password, or losses caused by transactions that occur after you notify us of a breach of Password security.

PRIVACY

15. Privacy (including consents)

- 15.1 The clauses below set out:
- (a) consents that you gives us in relation to your personal information by applying for credit from us; and

- (b) important information about our collection, use, disclosure and management of your personal information.

15.2 Our “**Privacy Policy**” document, available at shopumm.com.au (**select ‘Privacy Policy’**)

provides more details about how we manage your personal information, including your credit information and credit eligibility information.

Collection, use, and disclosure of Your personal information

15.3 We ordinarily collect personal information about you for the following purposes, and, to the extent not already authorised by law, you agree to us using and disclosing that information for these purposes:

- (a) assessing and processing existing or future application(s) for consumer credit, managing your account or other products, responding to your questions, performing our obligations in relation to credit provided to you;
- (b) either us, the Merchant or any other service provider appointed by us contacting you about your Contract or regarding repeat purchase promotions, campaigns or for any other special offer/s or promotions;
- (c) protecting us and our assets (including against fraud) and selling our assets (including by assigning any debts); and
- (d) complying with laws. Australian laws that may require us to collect your personal information include: *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (for example, for identity verification), the *National Consumer Credit Protection Act 2009* (Cth), the *Financial Sector (Collection of Data) Act 2001* (Cth) and the *Corporations*

Act 2001 (Cth), as well as other legislation (for example, requiring us to maintain client and transaction records, and to make reports and provide other information to regulators such as ASIC) and the *Taxation Administration Act*, the *Income Tax Assessment Act* and other taxation laws (for example, to comply with information requests issued by the Commissioner of Taxation).

- 15.4 We may collect your personal information from third parties where it is unreasonable or impracticable to collect it directly from you. These third parties include the Merchant, other credit providers, any of your employers, former employers, referees, banks, landlords, accountants, lawyers and financial advisers, service providers to us (including introducers, private investigators, professional advisers), professional organisations, internet sources, public and subscriber only databases and government authorities.
- 15.5 If you do not provide your personal information to us, we may not be able to approve your application and/or we may not be able to deal with future requests or queries from you in connection with your contract.
- 15.6 You agree that we can disclose your personal information (including, where permitted to do so under the Privacy Act, your credit information and credit eligibility information) for the purposes described above to any of our related bodies corporate, our assignees or potential assignees, Merchants, our service providers, other credit providers, your assignees or proposed assignees, debt collection agencies, our banks and financial advisers, our lawyers, accountants and other professional advisers, any suppliers or contractors to us who may need to have access to your personal

information for the purpose of providing services to us or you, any person specifically authorised by you in writing and any person as permitted or required by law.

We may disclose your personal information to overseas recipients

- 15.7 Some of the organisations to whom we may disclose your personal information (including your credit information or credit eligibility information) will be located overseas. The countries in which overseas recipients are likely to be located currently include the Philippines and Ireland (for an updated list of countries from time to time please see our Privacy Policy available on our website).
- 15.8 You acknowledge that by consenting to us disclosing your personal information to overseas recipients, Australian Privacy Principle (“**APP**”) 8.1 will not apply to the disclosure (which means that we will not be obliged under the Privacy Act to take reasonable steps to ensure that an overseas recipient does not breach the APPs and we may not be liable under the Privacy Act if the recipient does not act consistently with the APPs). By applying for this product you consent to such disclosures.

Marketing products and services to you

You agree to us using and disclosing your personal information (including your telephone number, regardless of whether it is listed on the Do Not Call Register and your email or other electronic addresses) to provide you with information about our other products and services and the products and services offered by our Merchant partners, our related companies or suppliers. This includes, without limitation, communicating with you via emails, text messages or other electronic messages (without an unsubscribe facility). This agreement operates indefinitely. However, you can tell us that you no longer wish us to use or disclose your

personal information for these purposes by contacting us on (08) 8232 2828.

Accessing and correcting your personal information

- 15.9 You have rights to request access to and correction of personal information that we hold about you (including credit information and credit eligibility information). Our Privacy Policy contains details about how you can make such requests as well as details about how you can make a complaint if you think there has been a breach of the Privacy Act and how we will deal with such a complaint.

DIRECT DEBIT SERVICE AGREEMENT

This is your Direct Debit Service Agreement with Certegy Ezi-Pay Pty Ltd (User ID No.125202). It explains what your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to you as your direct debit provider. This forms part of the Contract and should be read together with any Direct Debit Request authorisation in a Credit Schedule you submit to us.

16. Direct Debit Service Agreement

Debiting your account

- 16.1 By providing bank account details to make the Direct Debit Request (**DDR**) in a Credit Schedule or in the humm Portal or by accepting the DDR during your online application or by providing us with a valid instruction, you authorise us to debit funds from the account stated in the Credit Schedule or in the humm Portal including any fees or charges specified in clause 7 and other amounts due under this Contract. You should refer to the DDR and these Terms and Conditions for the terms of the agreement between you and us.
- 16.2 We will only arrange for funds to be debited from your account stated in a Credit Schedule or the humm Portal as authorised in the DDR or as amended by notice from you (including by providing updated details in a subsequent Credit Schedule or in the humm Portal).
- 16.3 If any Repayment or other amount falls due on a day that is not a Business Day, we may direct your financial institution to debit the account stated in a Credit Schedule or the humm Portal on the following Business Day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
- 16.4 You must keep your DDR in effect until your RCA is closed by you or a new DDR has been established.

Amendments by us

- 16.5 If you are in Default, we may vary any details of the DDR or this clause 16 (other than the account number) to enable us to recover funds which are due and payable by you to us under this Contract.

Amendments by you

- 16.6 Subject to clauses 16.1 to 16.4, you may change, stop or defer a debit payment, or terminate the DDR by arranging it through your financial institution,

which is required to act promptly on your instructions.

Your obligations

- 16.7 It is your responsibility to ensure that there are sufficient clear funds available in the account stated in the Credit Schedule or the humm Portal to allow a debit payment to be made in accordance with the DDR.
- 16.8 If there are insufficient funds in an account stated in a Credit Schedule or the humm Portal to meet a debit payment:
- (a) you may be charged a fee and/or interest by your financial institution;
 - (b) you may also incur fees or charges imposed or incurred by us; and
 - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in the account stated in the relevant Credit Schedule or in the humm Portal by an agreed time so that we can process the debit payment.
- 16.9 You should check the statement for the account stated in the Credit Schedule or the humm Portal to verify that amounts debited to the account are correct.

Errors or Queries

- 16.10 If you believe that there has been an error in debiting your account you should notify us directly on (08) 8232 2828 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with your financial institution.
- 16.11 If we conclude as a result of our investigations that the account stated in a Credit Schedule or the humm Portal has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including any interest and penalties charged by your bank) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 16.12 If we conclude that the account stated in a Credit Schedule or in the humm Portal has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

Accounts

- 16.13 You should check:

- (a) with your financial institution whether direct debiting is available from an account stated in a Credit Schedule or in the humm Portal as direct debiting is not available on all accounts offered by financial institutions;
- (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) with your financial institution before completing the DDR if you have any queries about how to complete the DDR.

Notice

- 16.14 If you wish to notify us in writing about anything relating to this Direct Debit Request Service Agreement, you should contact us through the humm Portal, or write to Certegy Ezi-Pay Pty Ltd, Level 6, 97 Pirie Street Adelaide SA 5000.
- 16.15 We will notify you by sending a notice in the ordinary post to the address you have given us in the DDR.
- 16.16 Any notice will be deemed to have been received on the third Business Day after posting.

MEANING OF WORDS AND INTERPRETATION

In these Terms and Conditions:

Amount of Credit is the amount of credit requested by you in relation to a purchase, as specified in the Credit Schedule.

Associate has the meaning given in the *National Consumer Credit Protection Regulations 2010* (Cth).

Available Limit means the amount Available to Spend on Big Things or Available to Spend on Little Things, as applicable.

Available to Spend on Big Things means the Big Things Limit less sum of the Big Things Balance Owing and any amount for a Big Things purchase that has not yet happened but which we have preapproved. This is the amount you have "available to spend" on Big Things as specified in the humm Portal.

Available to Spend on Little Things means the Little Things Limit less the Little Things Balance Owing. This is the amount you have "available to spend" on Little Things as specified in the humm Portal.

Balance Owing means, at any time, the difference between all amounts credited and all amounts debited to your RCA at that

time. When this amount is to be calculated at the end of a day, it includes all debits and credits assigned to that day.

Big Thing means any Goods, Installation or Services identified in a Credit Schedule that we indicate is a "Big Thing" in relation to a purchase.

Big Things Balance Owning means such part of the *Balance Owning* as relates to purchases of *Big Things* or as otherwise specified in the humm Portal.

Big Things Limit means the amount specified as your "Big Things Limit" in the humm Portal.

Business Day means a day other than a Saturday or Sunday or a public holiday listed throughout Australia.

Contract means the contract formed between you and us comprising each Credit Schedule and these Terms and Conditions.

Costs includes charges and expenses and costs in connection with legal and other advisers.

Credit Limit means the Big Things Limit or the Little Things Limit, as applicable.

Credit Schedule means, in relation to a purchase using your RCA of a:

- (a) Big Thing, either the document titled Credit Schedule that you submit to an Eligible Merchant or the plan submitted to request an amount of credit using the humm Portal in relation to that purchase; or
- (b) Little Thing, the plan submitted to request an amount of credit using the humm Portal in relation to that purchase,

including information about the Purchase Amount and repayment term and frequency in relation to that purchase.

DDR has the meaning given in clause 16.1.

Default has the meaning given in clause 10.1.

Direct Debit Service Agreement means the Agreement set out in clause 16.

Eligible Merchant means any person that we have an arrangement with that accepts the humm RCA for the purchase of Big Things (in the case of a proposed purchase of a Big Thing) or Little Things (in the case of a proposed purchase of a Little Things) or either of them for the purpose of establishing a RCA.

Goods, Installation or Services, whether used together or separately, means the items and services purchased, which

are or are proposed to be (as the context requires) wholly or partly funded under this Contract.

hummm Portal means the online interface provided to you by Us at **shophummm.com.au** or in the hum App available in the Apple App Store or the Google Play Store.

Identity Verification means the third-party identity verification that you consent to us undertaking to confirm your identity using a document verification service.

Insolvent means being an insolvent under administration or insolvent or having a controller appointed (such as defined in the *Corporations Act 2001* (Cth)) such as being bankrupt, in receivership, in receivership and management, in liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

Little Things means any Goods, Installation or Services identified in a Credit Schedule that we indicate is a "Little Thing" in relation to a purchase.

Little Things Balance Owing means such part of the Balance Owing as relates to purchases of Little Things or as otherwise specified in the hummm Portal.

Little Things Limit means the amount specified as your "Little Things Limit" in the hummm Portal.

Maximum Big Things Limit means an amount approved by us up to \$30,000 or such other amount that we determine from time to time.

Maximum Little Things Limit means an amount approved by us up to \$2,000 or such other amount that we determine from time to time.

Maximum Purchase Amount means the amount you have Available to Spend on Big Things for a Big Thing purchase or the amount you Available to Spend on Little Things for a Little Thing purchase.

Merchant/s means the person from which you purchased, or propose to purchase, Goods, Installation or Services under this Contract.

Outstanding Purchase Amount means any Purchase Amount which has not been repaid in full.

Password means password, PIN and SMS Code together and any of them individually.

Person includes an individual, a firm, a body corporate, an unincorporated association or an authority.

Privacy Consent means the consent you provide to Us to our Privacy Policy.

Privacy Policy means our privacy policy available at www.shophumm.com.au

Purchase Amount means the Amount of Credit provided by us under your RCA in relation to a purchase.

Revolving Credit Account or '**RCA**' means an account we establish in your name for recording all transactions in connection with this Contract.

Short Term Little Thing Purchase means the purchase of a Little Thing with your RCA for which the related Credit Schedule indicates that the term in which the *Purchase Amount* is to be repaid in full is 2.5 months.

Start Date has the meaning given in clause 6.3.

Terms and Conditions means this document.

Total Amount Owing means the Balance Owing on your RCA, plus all other amounts which you must pay under this Contract but which have not been debited to your RCA.

'**We**' means Certegy Ezi-Pay Pty Ltd ABN 28 129 228 986 and its successors and assigns and '**Our**' and '**Us**' have a corresponding meaning.

'**You**' means the person or persons named in the first Credit Schedule you submit to us and '**your**' has a corresponding meaning. If there is more than one person named, each of you is liable for all obligations under this Contract individually and jointly. It includes your successors and assigns.

In these Terms and Conditions:

- (a) a reference to a document includes any variation or replacement of it;
- (b) a reference to a law includes any common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
- (c) a reference to any thing includes the whole and each part of it;
- (d) the word 'include' in any form is not a word of limitation; and
- (e) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.



Level 6, 97 Pirie Street
Adelaide, SA 5000

Telephone: (08) 8232 2828

Certegy Ezi-Pay Pty Ltd
ABN 28 129 228 986

shophummm.com.au

Download the
hummm app today.



PURCHASE NUMBER: **23567411**

Credit Schedule



1 Application Fast-Check

18+ yrs old & permanent Australian resident & holds an Australian Driver's License

Currently employed Full Time Yes No

Hours worked per week

or Aged or Veterans Pensioner

2 Fees and Charges

Establishment Fee \$30.00 - \$90.00

Repeat Purchase Fee \$22.00

Monthly Fee \$8.00

The monthly fee will be charged while you have an active purchase. If your account becomes inactive (because you don't have a current purchase) you will not pay this fee. You will only pay this fee once a month even if you have multiple purchases under your account.

Late Payment Fee - payable when a repayment is not made on the due date \$6.00

Collection Fee - payable when we take steps to collect an overdue payment \$30.00

The Merchant may pay us and we may pay the Merchant amounts in connection with your account.

3 Purchase Details

Merchant Number

Verification Number

Sales Person First Name

Sales Person Last Name

\$ Total Purchase (GST Inc)

\$ Deposit (No trade in's or credits) (Must be paid with same Credit Card)

Select term in Months only

A \$ Amount of credit for this purchase

B Number of repayments

C \$ Repayment amount

D Fortnightly

E \$ Total amount of repayments

F \$ Establishment Fee or Repeat Purchase Fee

G \$ Total fees and charges payable excluding Monthly Fee (To the extent currently ascertainable)

One of the great features of humm is that you should not pay any more for a good or service at a merchant when using humm than you would pay if you were not using humm.

If a merchant indicates that you will have to pay more or tries to charge you more (for example by charging a higher price of the good or service, not applying a discount or rebate or by charging or bundling additional fees or charges), we want to know about it. So please tell us by contacting us at (08) 8232 2828.

4 Personal Details

Mr First Name Middle Name

Mrs Last Name / / Date of Birth

Ms Last Name / / Date of Birth

DL State ID Number (Licence/Pension/Veterans No.) ID Expiry (Must be current) RTA Card Number (NSW Only)

Email

Residential Address

Suburb State Postcode

Home Number Mobile Number

Employer or Trading Name Employer Phone (Landline only - No 1800/1300 Number)

ABN (If self-employed ABN required) Last Pay Date

5a Direct Debit Request and Bank Account Details

You request Certegy Ezi-Pay Pty Ltd (ID No. 125202) debit or charge the account at the financial institution below any amount payable by you under the Contract

Financial Institution Name Name on Account (if joint bank account two signatures required)

BSB Number Account Number

5b Credit Card Details (No ATM, Pre-Paid or EFTPOS Cards)

Tick Card Type

VISA MASTERCARD AMEX

Name on card (must be applicant)

Credit Card Number Expiry Date

(Please do not include a full Credit Card Number on this Credit Schedule)

Customer Acknowledgement

By signing this document: (1) if you don't already have a Revolving Credit Account (RCA) with us, you offer to enter into a contract with Certegy Ezi-Pay Pty Ltd in accordance with the humm Terms and Conditions - March 2019 (T&Cs). Otherwise, if your RCA with us is subject to different terms and conditions, you offer to vary your existing contract with us to replace the existing Terms and Conditions with the T&Cs and all related credit schedules (2) you request to make an advance under your new or existing RCA (3) you state that all information you have given is true (4) you confirm that you understand the T&Cs and this Credit Schedule (5) you agree to electronic communications with us. This Credit Schedule is subject to and should be read in conjunction with the T&Cs.

I understand and agree to Certegy Ezi-Pay Pty Ltd disclosing my name, residential address and date of birth to a third party (including a Credit Reporting Agency) to verify my identity as required by AML/CTF Act.

Signature (A) _____ (B) if Joint Bank Account _____

Print Name _____ Date / /

Certegy Ezi-Pay is a member of the Australian Financial Complaints Authority (AFCA), which is an independent dispute resolution scheme. You can make a complaint to AFCA by calling 1800 931 678 or by visiting their website at www.afca.org.au

Certegy Ezi-Pay Pty Ltd ABN 28 129 228 986

13259





**There is nothing
better than
No Interest Ever!**

CERTEGY EZI-PAY EXPRESS MERCHANT AGREEMENT TERMS AND CONDITIONS

The Certegy Ezi-Pay Payment Plan Product is a No Interest Ever! Revolving Credit Account which Customers may use to make Purchases.

Background

- A. The **Merchant** operates the business as defined on the front of this Merchant Agreement (**Agreement**) as amended from time to time.
- B. **Certegy Ezi-Pay** provides transaction processing services (**Certegy Ezi-Pay Service**) to retailers in Australia and in New Zealand.
- C. Merchant has requested Certegy Ezi-Pay provide the Certegy Ezi-Pay Service to Merchant in Australia, and Certegy Ezi-Pay has agreed to provide this service to Merchant on the terms set out in this Agreement.
- D. The Background forms part of this Agreement.

1 What Certegy Ezi-Pay will do

Certegy Ezi-Pay must:

- (a) make the **Payment Plan Product** available to Merchant's customers in accordance with the terms set out in this Agreement;
- (b) provide Merchant with the relevant Payment Plan Product forms and documentation;
- (c) provide Merchant with ongoing training and customer service support at a level Certegy Ezi-Pay deems sufficient and mutually agreed;
- (d) provide Merchant with access to process the relevant Payment Plan Product application forms on-line.

2 What Merchant will do

- 2.1 Merchant must make the Payment Plan Product available at Merchant's Store and use its best endeavours to support and promote the Payment Plan Product in Merchant's Store, in accordance with this Agreement.
- 2.2 Merchant must:
 - (a) exhibit and maintain in Merchant's Store signs indicating the availability of the Payment Plan Product and other advertising and promotional material relating to the Payment Plan Product in quantities and in the form required by Certegy Ezi-Pay;
 - (b) make all documents relating to the Payment Plan Product that Certegy Ezi-Pay provides to Merchant (including the documents titled "Customer Information" and "Credit Schedule", and the Payment Plan Product's terms and conditions) readily available to customers in Merchant's Store;
 - (c) verbally prompt customers at point of sale to use the Payment Plan Product where feasible;
 - (d) not increase the Purchase Price or charge the Customer fees because the Customer uses the Payment Plan Product to pay for goods and/or services in Merchant's Store; and
 - (e) comply with all laws in fulfilling its obligations under this Agreement and in relation to the goods and/or services and the Payment Plan Product and assist Certegy Ezi-Pay to comply with Certegy Ezi-Pay's obligations under any law relevant to this Agreement as directed by Certegy Ezi-Pay.
- 2.3 Certegy Ezi-Pay will provide Merchant with Certegy Ezi-Pay advertising guidelines and Merchant will ensure that

Merchant advertising or marketing is in compliance with these guidelines and the Relevant Law.

3 Process

- 3.1 Merchant must follow the process outlined in the Operating Procedures in Schedule 1 to this Agreement in relation to offering the Payment Plan Product or completing Applications.
- 3.2 Merchant will ensure that Merchant's Customers are offered Payment Plans only within the maximum terms, limits and with payment of the minimum required deposit/s as defined in Merchant's product selection and rates schedule contained in the Merchant Agreement Schedule.
- 3.3 Merchant must process and submit to Certegy Ezi-Pay after the transfer of merchandise or completion of service any Applications made in Merchant's Store in accordance with the Operating Procedures.

3.4 Merchant acknowledges and agrees that Certegy Ezi-Pay:

- (a) will determine whether Certegy Ezi-Pay will accept any Application submitted to Certegy Ezi-Pay; and
- (b) is the sole owner of all Applications, related information, all systems and software and documents or forms of any type and in any media relating to the Payment Plan Product, and any copyright or any other intellectual property rights subsisting in them.

4 Rejecting Applications and withholding payment

- 4.1 Without limiting Certegy Ezi-Pay's other rights under this Agreement, Certegy Ezi-Pay may, acting reasonably, reject an Application, or withhold payment of the Balance Owed under that Application (or any other amount owing to Merchant under this Agreement), if:
 - (a) any of the warranties made by Merchant under clause 7 in respect of the Application proves to be false or inaccurate in any respect, as reasonably determined by Certegy Ezi-Pay;
 - (b) the Customer does not exist or denies the existence of the Application;
 - (c) the Customer asserts any defence, claim, set-off or counterclaim in relation to the Application, Payment Plan or the Purchase;
 - (d) the Customer disputes liability under the Application, Payment Plan or the Purchase for any reason;
 - (e) Certegy Ezi-Pay determines in its absolute discretion that a Customer has not accepted a New Offer;
 - (f) Certegy Ezi-Pay determines that Merchant did not comply with any provision of this Agreement in relation to the Application; or
 - (g) Unless otherwise agreed, in the event that a Customer is dissatisfied with the goods and/or services provided by Merchant, upon verbal or written notification by Certegy Ezi-Pay, Merchant will have 14 days to rectify the dispute, or put in place a suitable process or mechanism so that the dispute can be settled amicably. If the dispute is not rectified in this period, 100% of the money paid to Merchant through that date will be reclaimed by Certegy Ezi-Pay from Merchant's nominated bank account and held until Certegy Ezi-Pay has received satisfactory confirmation that the dispute has been resolved.



**There is nothing
better than
No Interest Ever!**

- 4.2 If Certegey Ezi-Pay rejects an Application or withholds payment of the Balance Owing because the warranty made by Merchant under clause 7(b) proves to be false or inaccurate in any respect, Certegey Ezi-Pay may make a New Offer to the Customer. If Certegey Ezi-Pay determines that the Customer has accepted the New Offer, Certegey Ezi-Pay may pay Merchant the Balance Owing immediately or as Certegey Ezi-Pay receives instalment payments from the Customer.
- 4.3 Funding Suspension Event: Certegey Ezi-Pay may, in the event that Certegey Ezi-Pay is required under the Payment Plan Contract to allow a Payment Plan, but is unable to obtain sufficient funding to pay Merchant the Balance Owing upfront for a Valid Application, amend the manner in which Certegey Ezi-Pay provides Merchant with the Payment Plan Product so that:
- Certegey Ezi-Pay will pay Merchant on the date each instalment is due from the Customer and credit these amounts to the Account; and
 - Certegey Ezi-Pay will reduce the Rate by 50% while Certegey Ezi-Pay exercises this discretion. Certegey Ezi-Pay will notify Merchant if Certegey Ezi-Pay exercises this discretion.
- 5 Fees**
- 5.1 Merchant must pay Certegey Ezi-Pay each month the Merchant Service Fee which Certegey Ezi-Pay will obtain by direct debit from the account nominated by Merchant on the front cover of this Agreement.
- 5.2 Merchant must pay Certegey Ezi-Pay the relevant Rate applicable to the term, deposit and Balance Owing as stated in this Agreement and as adjusted by Certegey Ezi-Pay from time to time. Certegey Ezi-Pay will ordinarily collect this Rate as per clause 6.1 or 6.2 unless Certegey Ezi-Pay agrees to some other method of payment with Merchant.
- 5.3 Certegey Ezi-Pay will pay Merchant a quarterly Performance Fee as set out in Schedule 3.
- 5.4 A Collections Commission fee of 18% will be charged on any receivables collected for Non-Valid contracts.
- 6 Payments and settlement**
- 6.1 Subject to clause 4, clause 6.2 and the Operating Procedures, for a Valid Payment Plan Certegey Ezi-Pay will pay into Merchant's nominated bank account via direct credit the Balance Owing less Certegey Ezi-Pay's Fees. Direct credits are ordinarily paid Thursday evening (credited Friday).
- 6.2 Certegey Ezi-Pay can set off all amounts owed by Merchant to Certegey Ezi-Pay under this Agreement (including, without limitation, any amount Certegey Ezi-Pay reasonably determines is payable by Merchant under clause 5 (**Fees**) and clause 8 (**Liability and Indemnity**) from all amounts Certegey Ezi-Pay owes Merchant under this Agreement.
- 6.3 Certegey Ezi-Pay may delay, block or refuse to make any payment or process any Application, or cease to provide the Payment Plan Product to Merchant for offer in Merchant's Store, if Certegey Ezi-Pay believes on reasonable grounds that making the payment or processing the Application may breach any Relevant Law in Australia or overseas.
- 6.4 If a Payment Plan is Non-Valid, Certegey Ezi-Pay may not pay Merchant for the Balance Owing immediately and instead pay Merchant only as Certegey Ezi-Pay successfully collects instalments from the Customer less any applicable collection fees. Certegey Ezi-Pay may charge Merchant for the establishment fee and/or payment processing fees which, had the Payment Plan been "Valid", would have been collected from the customer.
- 6.5 If Merchant accepts payment from the Customer in relation to a Payment Plan Contract Merchant does so on Certegey Ezi-Pay's behalf. If the Customer wishes to pay off the Payment Plan, Merchant must obtain an outstanding Payment Plan figure from Certegey Ezi-Pay prior to advising that Customer. Payment of the outstanding Payment Plan will not terminate the Payment Plan Contract and Merchant must not tell the Customer that the Payment Plan Contract is fully repaid. This is because the Payment Plan Contract is a continuing credit contract, and the Customer may have other amounts outstanding on the Payment Plan Contract including fees and other Payment Plans/Purchases.
- 7 Warranties and undertakings**
- Merchant makes the following warranties with respect to each transaction each time an Application is submitted to Certegey Ezi-Pay:
- Merchant has reviewed, witnessed and processed the Application and any associated documentation accurately and completely in accordance with this Agreement, Certegey Ezi-Pay's instructions and all applicable laws;
 - Merchant has taken reasonable endeavours to correctly transcribe all amounts and information that Certegey Ezi-Pay has provided to Merchant on to the Application as required by the Operating Procedures;
 - the Application has been correctly signed by the Customer and the signature matches the signature on the identification provided by the Customer;
 - Merchant does not know of or have any reason to suspect any fraud or suspicious activity relating to the Purchase or the Application, and neither Merchant nor Merchant's employees or agents have concealed or otherwise failed to disclose to Certegey Ezi-Pay any information of which Merchant or Merchant's employees or agents have become aware is contrary to any of the statements made in the Application or in any other information or documentation provided by Merchant to Certegey Ezi-Pay;
 - the Purchase represents a bona fide sale by Merchant in the ordinary course of Merchant's business, and only goods and/or services sold by Merchant are the subject of the Purchase;
 - Merchant has delivered, and where applicable, fully installed the goods and/or services listed on the Application, and the Customer has title to the goods and/or listed on the Application free and clear of all encumbrances, liens and claims;
 - all goods and/or services comprising a Purchase corresponding with the description set out in the Application, are of acceptable quality, and are fit for any particular purpose which the Customer has made known to Merchant or Merchant's agents or employees;
 - Merchant has not done and will not do anything to prevent any amounts owing under the documentation from being valid and enforceable against the relevant Customer;
 - Merchant has not financed a debt trade account or any other financial obligation that was not eligible to be financed under the terms of this Agreement;
 - the Application has been submitted by a person independent of the Customer. (The Application cannot be completed, processed or submitted by an employee or representative of Merchant if that person is the Customer (or related to the Customer) under the Payment Plan Contract); and



**There is nothing
better than
No Interest Ever!**

- (k) the signatory of this Agreement is not financing a Purchase from Merchant under a Payment Plan Contract.

8 Liability and Indemnity

8.1 Certegy Ezi-Pay is not liable in respect of a Claim by Merchant:

- (a) unless Merchant gives Certegy Ezi-Pay notice describing in reasonable detail each fact, matter or circumstance giving rise to the Claim and stating why that fact, matter or circumstance gives rise to a Claim and including an estimate of the amount of the Claim (**Claim Notice**) no later than twenty (20) Business Days after Merchant first becomes aware of that fact, matter or circumstance;
- (b) unless within six (6) months after the Claim Notice is received by Certegy Ezi-Pay either the Claim has been satisfied or settled or Merchant has commenced legal proceedings against Certegy Ezi-Pay in respect of the Claim;
- (c) unless the amount that Certegy Ezi-Pay would be entitled to recover in relation to that Claim is at least \$1,000;
- (d) to the extent that Merchant has a right to recover under any contract of insurance in respect of any fact, matter or circumstance giving rise to the Claim;
- (e) to the extent that the Claim arises from a change in any legislation or regulation, any judicial or administrative interpretation of the law or any practice, policy or view of a Regulatory Authority (whether or not retrospective in effect);
- (f) to the extent that the liability for that Claim is a contingent liability, unless and until the liability is an actual liability and is due and payable;
- (g) to the extent that the Claim could only have been avoided by Certegy Ezi-Pay breaching its obligations at law or under this Agreement; or
- (h) where the loss or damage in respect of that Claim is a special loss or damage, indirect loss or damage or consequential loss.

8.2 Merchant indemnifies Certegy Ezi-Pay, keeps indemnified and holds Certegy Ezi-Pay harmless against all loss, damage, liabilities, costs, charges, claims, taxes and expenses (including reasonable solicitors' fees and disbursements and collection fees) of whatever kind or nature suffered or incurred by Certegy Ezi-Pay (whether directly, indirectly or consequential) from, or in respect of:

- (a) Any failure by Merchant to observe its material obligations under this Agreement;
- (b) any warranty given by Merchant in this Agreement being untrue or misleading;
- (c) any fraud or wilful misconduct by Merchant (or any of its employees);
- (d) any representation, warranty or statement made (whether orally or in writing) by Merchant (or any of its directors, officers, employees and agents) to a Customer in relation to the Certegy Ezi-Pay Service;
- (e) a breach of any law, including the National Credit Code and any other consumer protection legislation, by Merchant (or any of its directors, officers, employees and agents);
- (f) any wilful, unlawful or negligent act or omission of Merchant (or any of its directors, officers, employees and agents) in respect of the Certegy Ezi-Pay Service;

- (g) Merchant entering into an unsolicited contract; or
- (h) legal proceedings being brought against:
- (i) Merchant (or any of its directors, officers, employees and agents); and
- (ii) Certegy Ezi-Pay; or
- (i) due to a breach of the sale contract or non-delivery of goods as a result of any statement, act or omission of Merchant (or any of its or any of its directors, officers, employees and agents).

8.3 The indemnities given by Merchant under clause 8.2 do not extend to loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and expenses suffered or incurred by Certegy Ezi-Pay as a result of the negligent or fraudulent acts or omissions, or wilful misconduct, of Certegy Ezi-Pay or Certegy Ezi-Pay's agents or employees.

8.4 Subject to any liabilities which cannot be excluded by law, the indemnities given by Merchant under clause 8.2 are in addition to any statutory indemnities in favour of Certegy Ezi-Pay and they will continue in full force and effect notwithstanding termination or expiry of this Agreement.

8.5 The indemnities given by Merchant under clause 8.2 are continuing obligations, independent of Merchant's other obligations under this Agreement and continue after the Agreement ends. It is not necessary for Certegy Ezi-Pay to incur expenses or make payments before enforcing a right of indemnity under this Agreement.

9 Suspension and Termination

9.1 Certegy Ezi-Pay may suspend this Agreement immediately by giving Merchant notice in writing if Certegy Ezi-Pay reasonably believes that a Termination Event has occurred in respect of Merchant. All Merchant's rights under this Agreement will be suspended until Certegy Ezi-Pay resolves the suspension. If Certegy Ezi-Pay suspends this Agreement Certegy Ezi-Pay may later reinstate it or exercise Certegy Ezi-Pay's termination rights under clause 9.2.

9.2 Certegy Ezi-Pay may terminate this Agreement immediately by giving Merchant notice in writing if there has been a Termination Event by Merchant.

9.3 Either party may terminate this Agreement immediately by giving notice in writing to the other party if an Insolvency Event occurs in respect of the other party.

9.4 Either party may terminate this Agreement at any time at its convenience by giving the other party notice in writing. Termination takes effect thirty (30) days from the receipt of the notice, or from the later date (if any) specified in the notice.

9.5 Termination does not affect any right or obligation which:

(a) arose before such termination; or

(b) arose in respect of an Application or sales transaction processed by Certegy Ezi-Pay after such termination.

9.6 On termination, Merchant must immediately return to Certegy Ezi-Pay, or destroy, at Certegy Ezi-Pay's direction, all copies of the Operating Procedures and all other material provided by Certegy Ezi-Pay in relation to the Payment Plan Product.

10 Direct Debit Services Agreement

10.1 Merchant authorises Certegy Ezi-Pay to debit Merchant's Account for any amount payable by Merchant under this Agreement.

10.2 If any payment falls due on a day that is not a Business Day, Certegy Ezi-Pay may direct the Merchant's bank or credit union to debit Merchant's Account on the following Business Day. If Merchant is unsure about which day Merchant's Account has been or will be debited Merchant should ask Merchant's bank or credit union.



**There is nothing
better than
No Interest Ever!**

- 10.3 Merchant's records and account details held by Certegy Ezi-Pay will be kept confidential, except information required by Merchant's bank or credit union in the event of a claim or relating to an alleged incorrect or wrongful debit.
- 10.4 Certegy Ezi-Pay may vary this clause 10 or the DDR at any time by giving Merchant at least 14 days written notice.
- 10.5 If Merchant wants to request a change to the DDR Merchant must notify Certegy Ezi-Pay in writing at least seven days before the next date that an instalment is due. This notice may be given to Merchant's bank or credit union.
- 10.6 It is Merchant's responsibility to:
- ensure, before completing the DDR, that the Account can accept direct debits, as direct debits through the Bulk Electronic Clearing System is not available on all accounts (Merchant's bank or credit union can confirm whether Merchant's Account can accept direct debits);
 - ensure Merchant's account details are correct by checking with Merchant's bank or credit union or checking them against an account statement, prior to completing the DDR;
 - ensure that there are sufficient cleared funds available in the Account to allow for payments of the amounts payable in accordance with this Agreement;
 - check with Merchant's bank or credit union before completing the DDR if Merchant has any queries about how to complete the DDR; and
 - advise Certegy Ezi-Pay if Merchant's nominated Account is transferred or closed.
- 10.7 Merchant should check Merchant's Account statement to verify that the amounts debited from Merchant's Account are correct.
- 10.8 If Merchant believes that there has been an error in debiting Merchant's Account, Merchant should notify Certegy Ezi-Pay directly on 08 8232 2828 and confirm in writing as soon as possible. Merchant's claim may also be referred to Merchant's bank or credit union.
- 10.9 If Certegy Ezi-Pay concludes as a result of its investigations that Merchant's Account has been incorrectly debited Certegy Ezi-Pay will respond to Merchant's query by arranging for Merchant's bank or credit union to adjust Merchant's Account accordingly. Certegy Ezi-Pay will notify Merchant in writing of the amount by which Merchant's Account has been adjusted. If Certegy Ezi-Pay concludes as a result of its investigations that Merchant's Account has been correctly debited Certegy Ezi-Pay will respond to Merchant by providing Merchant with reasons and evidence for this finding.
- 10.10 Any queries Merchant has about an error made in debiting Merchant's Account should be directed to Certegy Ezi-Pay in the first instance. If Certegy Ezi-Pay cannot resolve the matter Merchant can still refer it to Merchant's bank or credit union which will obtain details of the disputed transaction.
- 11 Privacy**
- 11.1 Certegy Ezi-Pay complies with the Privacy Act and Certegy Ezi-Pay will ensure that Certegy Ezi-Pay's employees, officers and agents will comply with the Privacy Act. Certegy Ezi-Pay will take all reasonable steps to securely store Personal Information that Certegy Ezi-Pay collects about Customers and ensure that such information is kept up to date. Certegy Ezi-Pay will indemnify Merchant and keep Merchant indemnified from all claims made by any Customer or the Privacy Commissioner against Merchant as a result of a breach of the Privacy Act by Certegy Ezi-Pay or Certegy Ezi-Pay's employees, officers or agents which relate to the Certegy Ezi-Pay Service.
- 11.2 Merchant acknowledges that Merchant and Merchant's employees, officers and agents will handle and manage Customer and end user Personal Information in compliance with the Privacy Act. Merchant will in this regard establish, maintain and enforce appropriate policies and procedures to ensure that Personal Information to which this clause 11 applies is only used for the purpose of supplying the Certegy Ezi-Pay Service or in accordance with the Privacy Act. Merchant will notify Certegy Ezi-Pay of any breach of this clause 11 resulting in unauthorised disclosure of the Customer's or end users Personal Information. Merchant will only make accessible the Customer's and end user Personal Information to those employees, officers and agents who require such access for the purpose of performing their duties of engagement for the purposes of this Agreement or in accordance with the Privacy Act.
- 12 Confidentiality**
- 12.1 Merchant agrees to keep confidential the Confidential Information disclosed by Certegy Ezi-Pay.
- 12.2 Merchant acknowledges that Certegy Ezi-Pay may from time to time communicate with Merchant or Merchant may otherwise gain access to, certain technical information with respect to Certegy Ezi-Pay's operations, financial data and projects, business plans and/or intellectual property which has been or will be identified by Certegy Ezi-Pay as proprietary or confidential (**Confidential Information**).
- 12.3 Merchant must treat all Confidential Information as proprietary and confidential and not use, disclose or permit the disclosure of any Confidential Information without Certegy Ezi-Pay's prior written consent. Merchant shall only use or disclose Confidential Information within its organisation to the extent necessary to perform services under this Agreement and Certegy Ezi-Pay requires that any of Merchant's employees, officers and agents to whom Merchant gives access to Certegy Ezi-Pay Confidential Information comply with the obligations of confidentiality and nondisclosure set out herein.
- 12.4 The terms of this clause 12 impose no obligations upon Merchant with respect to information which:
- is or becomes generally available to the public or placed in the public domain other than as a result of a breach of the terms by Merchant;
 - was within Merchant's possession prior to it being furnished to Merchant by or on Certegy Ezi-Pay's behalf;
 - is disclosed under operation of law; or
 - is disclosed by Merchant with Certegy Ezi-Pay's prior written approval.
- 12.5 Upon termination of this Agreement, Merchant will follow Certegy Ezi-Pay's instructions relating to disposition of the Confidential Information used or obtained during the course of performance of the Certegy Ezi-Pay Service.
- 13 Intellectual Property**
- 13.1 Merchant agrees that all intellectual property rights in and relating to the Certegy Ezi-Pay Service, and any enhancements and extra services and modifications made to Certegy Ezi-Pay's systems by Certegy Ezi-Pay that Certegy Ezi-Pay gives Merchant access to use, will be owned by Certegy Ezi-Pay at all times. Nothing in this Agreement affects Certegy Ezi-Pay's intellectual property rights that exist prior to the commencement of, during the term of, or after the termination of this Agreement.



**There is nothing
better than
No Interest Ever!**

- 13.2 Certegy Ezi-Pay agrees that all intellectual property rights created by Merchant (or Merchant related entities, employees, agents or contractors), will at all times remain with Merchant. Nothing in this agreement affects Merchant's intellectual property rights that exist prior to the commencement of, during the term of, or after the termination of this Agreement. For the avoidance of doubt, Certegy Ezi-Pay's intellectual property rights set out in clause 12.1 of this Agreement are excluded.
- 14 Anti-Money Laundering and Counter-Terrorism Financing**
- 14.1 Certegy Ezi-Pay appoints Merchant to collect and verify the Know Your Customer (**KYC**) Information from each Customer in relation to an Application. Merchant accepts its appointment as Certegy Ezi-Pay's agent in this capacity only and agrees to collect and verify the KYC Information in accordance with the applicable customer identification procedures outlined in the Operating Procedures. Merchant agrees to inform its employees and officers of this fact.
- 14.2 Merchant must provide Certegy Ezi-Pay with all information that Certegy Ezi-Pay reasonably requires to comply with any Relevant Law in Australia or overseas.
- 15 Miscellaneous**
- 15.1 This Agreement is governed by the laws of South Australia.
- 15.2 A provision in this Agreement, or a right created under it, may be waived by Certegy Ezi-Pay at its absolute discretion. Certegy Ezi-Pay may exercise a right or remedy under this Agreement in any way Certegy Ezi-Pay considers appropriate (including by imposing conditions).
- 15.3 Subject to clause 14.1, Merchant will not act as, or represent itself to be, Certegy Ezi-Pay's agent. Merchant has no authority to make any Agreement, representation or promise or to give any warranty or to agree to any condition on Certegy Ezi-Pay's behalf. Merchant will refer the Customer to Certegy Ezi-Pay to satisfy the Customer's enquiries (if any) in respect of his or her obligations.
- 15.4 Certegy Ezi-Pay may vary or amend the terms of this Agreement by giving Merchant 30 days' written notice.
- 16 Assignment**
- 16.1 Certegy Ezi-Pay is entitled to assign its interest in this Agreement and it is not required to obtain Merchant's consent in connection with the assignment, unless any of Merchant's rights or obligations under this Agreement are to be varied in any way and provided that Merchant remains entitled to the benefit of Certegy Ezi-Pay's promises under this Agreement.
- 16.2 This Agreement is personal to Merchant and Merchant is not entitled to assign its interest in this Agreement or any rights, remedies, liabilities or obligations arising under it or by reason of it without Certegy Ezi-Pay's prior written consent, which will not be unreasonably withheld provided the assignee satisfies Certegy Ezi-Pay's credit criteria for parties who conduct a like business to the business conducted by Merchant.
- 16.3 Merchant may appoint, by way of delegation or otherwise, an agent to act as Merchant's agent for any purpose provided that Merchant obtains Certegy Ezi-Pay's prior written consent for such appointment and/or delegation and the agent agrees to comply with and be bound by the applicable terms of this Agreement as if it were a party to it. The appointment of an agent will not derogate from Merchant's obligations and liability to Certegy Ezi-Pay under this Agreement.
- 17 Trusts**
- 17.1 If Merchant enters into this Agreement as a trustee of a trust (**Trust**), Merchant:
- (a) represents and warrants that Merchant enters into this Agreement for a proper purpose of the Trust;
- (b) has power and authority under the Trust to enter into this Agreement and perform Merchant's obligations under this Agreement;
- (c) has the right to be indemnified fully out of the Trust property before the Trust's beneficiaries for all liabilities Merchant incurs under or in connection with this Agreement; and
- (d) must not (unless with Certegy Ezi-Pay's prior written consent) distribute any capital of the Trust, retire as trustee or be replaced as trustee, re-settle the Trust, amend the trust deed of the Trust or otherwise vary the terms of the Trust, grant a security interest over any of the assets of the Trust, or breach any terms of the Trust; and
- 17.2 Merchant must provide immediate written notice to Certegy Ezi-Pay if any of the events in clause 17.1 (a)-(d) occur or become likely to have been deemed to have occurred.
- 18 Sever invalid provisions**
- 18.1 If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, it will have no force or effect in that jurisdiction and will be severed from this Agreement in that jurisdiction without affecting the remaining provisions and without affecting the operation of this Agreement in any other jurisdiction.
- 19 GST**
- 19.1 In this Agreement:
- (a) **GST** means GST within the meaning of the GST Act;
- (b) **GST Act** means the *A New Tax System (Goods & Services Tax) Act 1999* (Cth) (as amended); and
- (c) except where the contrary intention appears, expressions used in this clause and in the GST Act have the same meaning as when used in the GST Act.
- 19.2 **GST exclusive amounts.** Each amount payable by a party for a taxable supply made by the other party under this Agreement is expressed as a GST exclusive amount.
- 19.3 **GST gross-up.** The party liable to pay for a taxable supply made under this Agreement must also pay the amount of any GST payable in respect of the taxable supply on the date which payment for the taxable supply is due.
- 19.4 **Adjustments.** If the GST payable in relation to a supply made under this Agreement varies from the additional amount paid under this clause in respect of that supply, then the supplier will provide a corresponding refund or credit to or will be entitled to receive the amount of that variation from the recipient (as appropriate). In addition, the supplier must provide an adjustment note to the recipient at the same time the adjustment occurs.
- 19.5 **Reimbursements net of GST.** If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by an amount equal to any input tax credit the other party is entitled to in respect of the loss, cost or expense.
- 19.6 **Tax Invoice.** A party making a taxable supply under this Agreement must issue a valid tax invoice in order to be entitled to apply clause 19.3 above, subject to clause 19.7(d).
- 19.7 **Recipient Created Tax Invoices.**
- (a) Pursuant to Section 29-70 (3) of the GST Act, the recipient of a taxable supply may issue a Recipient Created Tax Invoice (**RCTI**) to the supplier.
- (b) Pursuant to Paragraph 13 of the Goods and Services Tax Ruling GSTR 2000/10 (**GSTR 2000/10**) the



**There is nothing
better than
No Interest Ever!**

Commissioner has set out requirements for a Supplier and a Recipient to enter into a RCTI arrangement.

- (c) The parties to this Agreement wish to establish a RCTI arrangement in respect of supplies made under this Agreement, in particular the supply in respect of which the Performance Fee is payable.

The parties agree as follows:

- (d) The recipient must issue the original or a copy of the RCTI to the supplier within twenty eight (28) days of the making, or determining the value, of the taxable supply and retain the original or a copy.
- (e) The recipient must issue the original or a copy of a recipient created adjustment note to the supplier within 28 days of the adjustment that occurs in respect of supplies for which a RCTI was issued and must retain the original or a copy.
- (f) The recipient must reasonably comply with its obligations under Australian taxation laws.
- (g) The supplier must not issue tax invoices in respect of the supplies for which a RCTI was, or will be, issued.
- (h) The supplier acknowledges that it is a registered enterprise in accordance with the GST Act and that it must notify the recipient if it ceases to be registered.
- (i) The recipient acknowledges that it is a registered enterprise in accordance with the GST Act and that it will notify the supplier if it ceases to be registered or if it ceases to satisfy any of the requirements of GSTR 2000/10.

20 Electronic signature

If this Agreement is signed by Merchant (or on Merchant's behalf) by use of electronic signature(s) (including by signing on an electronic device or by digital signature), then Merchant:

- (a) agrees that Certegy Ezi-Pay may rely on the electronic signature(s) as having the same force and effect as handwritten signature(s); and
- (b) unconditionally consents to any method used by Certegy Ezi-Pay (at Certegy Ezi-Pay's discretion) to identify the signatories and to confirm their intention to enter into a binding legal agreement.

21 Recording

Merchant consents to the recording of telephone conversations between Merchant (if Merchant is an individual) and employees of Merchant (if any) and Certegy Ezi-Pay's employees, or employees of Certegy Ezi-Pay related entities and agents, for purposes related to the administration of this Agreement and the exercise of Certegy Ezi-Pay's rights under this Agreement. Merchant agrees to obtain any consent of Merchant's employees and to give any notice to Merchant's employees of such recording as may be required by law and must provide evidence of that consent upon demand by Certegy Ezi-Pay. Any recordings may be submitted in legal proceedings arising out of this Agreement, to the extent permitted by law.

22 Solar Industry Merchant

If Merchant is a Solar Industry Merchant, Merchant agrees that all of the requirements of Schedule 4 apply to Merchant as part of this Agreement.

23 Definitions and interpretation

In this Agreement, unless the context otherwise requires:

Acceptance Date means the earlier of:

- (a) the date Certegy Ezi-Pay signs this Agreement; or

- (b) the date Certegy Ezi-Pay begins providing the Payment Plan Product to the Merchant's Customers.

Agreement means this document being the agreement between Certegy Ezi-Pay and Merchant comprising the:

- (a) Merchant Agreement Schedule;
(b) Signature Page(s); and
(c) Terms and Conditions;

And, where, applicable any:

- (d) Special Conditions;
(e) Business Use Declaration;
(f) Privacy Statement;
(g) Direct Debit Request;
(h) Goods Acknowledgement of Delivery and Installation; and
(i) Landlord's Acknowledgement and Right of Entry.

Account means the bank account that Merchant has nominated in the Merchant Agreement Schedule as the account to which amounts payable by Merchant under this Agreement will be debited or credits will be paid by Certegy Ezi-Pay.

AML/CTF Act means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), rules created under it and any relevant guidelines issued by the Australian Transaction Reports and Analysis Centre or any other government authority in relation to the AML/CTF Act, as amended from time to time.

Application means the forms of application approved by Certegy Ezi-Pay for use by a Customer in applying for the Payment Plan Product (including the initial opening of the Revolving Credit Account and Purchase) or applying for a further Payment Plan and Purchase under the Payment Plan Product, including those documents titled "Customer Information", "Credit Schedule" and "Terms and Conditions" and, where the case requires, means such forms of application which have been fully completed and signed by the Customer.

ASIC Act means the *Australian Securities and Investments Commission Act 2001* (Cth).

Balance Owing means, in respect of an Application, the Purchase Price less any Deposit.

Business Day means a day other than a Saturday, Sunday or public holiday and if this Agreement requires something to be done on a specified day which is not a business day, then it must be done instead on the next business day.

Claim means any claim, demand, legal proceeding or cause of action including any claim, demand, legal proceeding or cause of action under common law or under statute in any way relating to this Agreement or the transactions contemplated under this Agreement.

Correct Terms means the terms on which the customer would have borrowed or made an offer to borrow from Certegy Ezi-Pay if Merchant had correctly transcribed all information that Certegy Ezi-Pay provided to Merchant into the Application.

Customer means a person who submits an Application at Merchant's Store.

Credit Schedule means the "Credit Schedule" forming part of the Revolving Credit Account with the Customer. A separate Credit Schedule is required for each Payment Plan Contract.

DDR means the direct debit request made by Merchant under this Agreement.



**There is nothing
better than
No Interest Ever!**

Deposit means the minimum amount or percentage of the Purchase Price that the Customer must pay Merchant before entering into a Payment Plan Contract or providing a further advance of credit under an existing Payment Plan Contract. The Deposit must be paid to Merchant either by cash, credit card or EFTPOS, and must not include rebates, trade-ins or cheques.

Certegy Ezi-Pay Fees means the Merchant Service Fee, the Rate, and any other fees payable to Certegy Ezi-Pay under this Agreement.

Insolvency Event means either party enters into, or any steps or reasonably genuine threats are taken to have either party enter into, liquidation, provisional liquidation, official management, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with either party's creditors or any of them or either party fails to pay their debts as they fall due or otherwise become insolvent.

Know Your Customer Information means Customer's name, address and date of birth and any other information Certegy Ezi-Pay notifies Merchant that Certegy Ezi-Pay requires in relation to any Customer.

Merchant means "Merchant(s)" specified in the Merchant Agreement Schedule

Merchant Agreement Schedule means the "Merchant Agreement Schedule" commencing on the first page of this Merchant Agreement.

Merchant Service Fee is the fee stated on the front of this Agreement payable by Merchant with respect to the preceding month.

National Credit Code has the same meaning given to it in the NCCP Act.

NCCP Act means the *National Consumer Credit Protection Act 2009* (Cth) and the *National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009* (Cth).

New Offer means a new offer for a Payment Plan Product (or a new Credit Schedule for a subsequent Payment Plan under a Payment Plan Product) issued by Certegy Ezi-Pay to the Customer on the Correct Terms, after Certegy Ezi-Pay has rejected their initial Application, in accordance with clause 4.1.

Non-Valid means that the Application and/or relevant Payment Plan Contract forms have not been completed and/or processed for a particular Payment Plan/Purchase as per the terms of this Agreement and any Operating Procedures, or if clause 4.1 applies to the Application or the Payment Plan/Purchase. A later Payment Plan can be Non-Valid even where the initial Payment Plan/Purchase was Valid (e.g. where the relevant Application was not correctly completed for the first Payment Plan and Purchase when the Payment Plan Contract was initially established).

Operating Procedures means Schedule 1, together with any other written directions Certegy Ezi-Pay gives Merchant in relation to taking any action in connection with the Payment Plan Product.

Payment Plan means each advance of credit provided by Certegy Ezi-Pay for a Purchase under a Payment Plan Contract.

Payment Plan Contract means the contract formed between Certegy Ezi-Pay and the Customer in relation to the Payment Plan Product when Certegy Ezi-Pay accepts the Customer's offer to obtain credit from Certegy Ezi-Pay or the Customer accepts Certegy Ezi-Pay's offer to provide them with credit and includes a contract to establish the Payment Plan Product and to make further Purchases under the Revolving Credit Account.

Payment Plan Product means the continuing credit product provided by Certegy Ezi-Pay and which, at the date of this Agreement, is known as "Certegy Ezi-Pay Express Revolving Credit Account Payment Plan".

Performance Fee a credit Certegy Ezi-Pay will pay Merchant quarterly as per Schedule 3.

Personal Information has the meaning given in the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth) and the Australian Privacy Principles as amended from time to time.

Purchase means the purchase by a Customer of goods and/or services which is financed under a Payment Plan Contract.

Purchase Price means the total price of the goods and/or services supplied by Merchant to the Customer.

Rate the percentage amount that Certegy Ezi-Pay will deduct from the Balance Owing to Merchant to pay Certegy Ezi-Pay for having provided the Customer with a Payment Plan Product for the duration specified in the contract entered into with that Customer (relevant deduction rates are advised to Merchant from time to time).

Regulatory Authority means any government or any governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality.

Relevant Law means any relevant law, regulation, code, ordinance, rule or other legislative instrument, or any guideline issued by any regulator or statutory authority or any relevant industry codes, as amended from time to time.

Solar Industry Merchant means any Merchant who provides solar, hot water, PV solar installations and energy storage systems.

Store means any store or business operated by Merchant (including online), including the stores listed in Schedule 2, that have been approved by Certegy Ezi-Pay to offer Certegy Ezi-Pay's Payment Plan Product.

Termination Event occurs if:

- (a) **Failure to pay:** Merchant fails to pay Certegy Ezi-Pay an amount when due or within two (2) Business Days of the due date;
- (b) **Breach:** Merchant breaches any essential provision of this Agreement and if such breach is capable of rectification, does not rectify the breach within five (5) Business Days of receiving a detailed written notice from Certegy Ezi-Pay requiring Merchant to rectify the breach;
- (c) **Misrepresentation:** any representation, warranty or statement made by Merchant in, or in connection with, this Agreement that is untrue or misleading (whether by omission or otherwise) in any material respect (see clause 7);
- (d) **Recovery of Goods:** Merchant attempts to recover any goods which have been supplied to any Customer who has used Certegy Ezi-Pay's Payment Plan Product to acquire their goods;
- (e) **Material change:** there is, in Certegy Ezi-Pay's reasonable opinion, a material adverse change in Merchant business, assets or financial condition or a material change in the persons who comprise, own or control the management of Merchant without Certegy Ezi-Pay's prior written consent;
- (f) **Cross default:** Merchant fails, or a related body corporate of Merchant fails to comply with Merchant



**There is nothing
better than
No Interest Ever!**

material obligations under any leasing, borrowing, hiring or other finance agreement or arrangement with Certegy Ezi-Pay or any related body corporate of Certegy Ezi-Pay, or under any guarantee, indemnity or undertaking given to Certegy Ezi-Pay or any related body corporate of Certegy Ezi-Pay;

- (g) **Partnership:** If Merchant is a partnership, the partnership is dissolved or an application is made to a court for dissolution of the partnership;
- (h) **Trust:** if Merchant is a trustee, Merchant ceases to be entitled to be indemnified fully out of the Trust property before the Trust's beneficiaries for the liabilities Merchant incurs under or in connection with this Agreement or Merchant ceases to be trustee of the Trust without Certegy Ezi-Pay's prior written consent.

Valid means a correctly completed, processed and submitted Application.

24 Interpretation

- 24.1 In this Agreement, unless the context requires a reference to:
- (a) this Agreement or any other instrument where amended, altered, novated or replaced means that agreement or instrument as amended, altered, novated or replaced;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes an individual, a body corporate and a government;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns;
 - (e) a statute, regulation or provision of a statute or regulation, includes that statute, regulation or provisions, as amended, replaced or re-enacted from time to time;
 - (f) bankruptcy or liquidation include provisional liquidation, receivership, dissolution, winding up, becoming an "insolvent under administration" (as defined in section 9 of the Corporations Act), any assignment or arrangement of property or composition of debts under the bankruptcy laws and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction;
 - (g) anything (including without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to any one or more of them;
 - (h) death includes the winding up or dissolution of a corporation;
 - (i) writing and similar expressions include all means of reproducing words in a tangible and permanently visible form; and
 - (j) a clause, schedule, party or annexure is a reference to a clause, schedule, party or annexure of this Agreement.

- 24.2 All monetary amounts are in Australian dollars, unless otherwise stated.
- 24.3 "Including" and similar expressions are not words of limitation.
- 24.4 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 24.5 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement.
- 24.6 An agreement, warranty, representation or obligation which binds or benefits two or more persons under this Agreement binds those persons jointly and severally.
- 24.7 Headings are for convenience only and do not affect the interpretation, or form part of, this Agreement.

SCHEDULE 1 – OPERATING PROCEDURES

Processing and submitting Applications

1. Merchant will ensure that the Customer named in the Application is the same person as the holder of the Customer's account to be debited by Certegy Ezi-Pay.
2. Merchant will ensure that the following details are correctly completed on the Customer Information and Credit Schedule documents with the full understanding that the Purchase can be deemed Non-Valid if any part is left incomplete or incorrectly completed;
 - (a) The Customer's full name and address verified by one of the following:
 - i) Current Australian driver's licence;
 - ii) Aged Or Veterans pension card;
 no other forms of identification are acceptable unless approved in writing by Certegy Ezi-Pay;
 - (b) Merchant name and number;
 - (c) The name, address and contact details of the Customer's employer. If the Customer is self-employed, the Customer must provide their trading name and their A.B.N. If the self-employed Customer's work phone is identical to their home or mobile phone, a second unique number belonging to the Customer must be provided or the contract will not be valid;
 - (d) The Customer states they are employed full-time (not part-time or casual) and work a minimum of thirty (30) hours;
 - (e) The exact Purchase Price and the minimum required Deposit and the method by which the Deposit was paid;
 - (f) The Balance Owing including the number of instalment payments to be debited from the Customer's account by Certegy Ezi-Pay and the frequency by which Certegy Ezi-Pay will debit;
 - (g) The Certegy Verification Number; and
 - (h) Merchant has accurately completed all boxes from A through J of the Credit Schedule and that this document is signed and dated correctly.
3. Merchant understands that a Non-Valid Purchase does not affect the enforceability of the Customer's Payment Plan Contract.
4. Merchant will ensure that the maximum length of the purchase instalments do not exceed or is less than the corresponding term as defined by the corresponding limit.
5. On the Customer Information document, Merchant must provide:
 - (a) **Bank Account**
The BSB and account number for the Customer's account.
 - (b) **Credit Cards**
 - i) Card type, number and expiry date ensuring that the cardholder's name and the Customer's name are the same and that the Customer's signature is the same as the cardholder's; and
 - ii) The credit card used for the Deposit must be the same credit card that is to be debited by Certegy Ezi-Pay. The credit card to be debited by
6. Merchant must ensure that the Customer is a permanent resident of Australia and over the age of eighteen (18) years at signing. This must be verified by a minimum of one of the required forms of identification set out in clause 2(a);
7. Merchant has provided the Customer with their copies of the "Customer Information" and "Credit Schedule" documents and the "Terms and Conditions" booklet.
8. Merchant must keep a copy of all signed Customer Payment Plan Contracts in a secure place for Merchant's own records and ensure that the Customer's personal details remain confidential. Merchant also agrees that this information will not be used for any other purpose other than facilitating the provision of the Certegy Ezi-Pay Service by Certegy Ezi-Pay.
9. As soon as, goods and/or services have been provided to the Customer, Merchant will mail Certegy Ezi-Pay the original completed copies of the Customer Information form and the Credit Schedule, together with a copy of the sales invoice for the goods and/or services purchased by the Customer. Certegy Ezi-Pay may later request a copy of the sales invoice which will show the Purchase Price, the method by which the Deposit is paid and will include a copy of the credit card or EFTPOS processing receipt.
10. Prior to sending the original completed copy of the Customer Information form and the Credit Schedule to Certegy Ezi-Pay, Merchant must have processed the Deposit as stated on the Customer Information document and provide the goods and/or services to the Customer.
11. Merchant will comply with all laws relating to and not just limited to cooling off periods, refund policies and respective building codes and practices.
12. Merchant agrees to notify Certegy Ezi-Pay immediately of any cancellation of service, returned merchandise and details of any refunds or payments accepted by Merchant from the Customer to repay any Payment Plan. If Merchant accepts payment from the Customer in relation to a Payment Plan Contract Merchant does so on Certegy Ezi-Pay's behalf. If the Customer wishes to pay off the Payment Plan, Merchant must obtain an outstanding Payment Plan figure from Certegy Ezi-Pay prior to advising that Customer. Payment of the outstanding Payment Plan will not terminate the Revolving Credit Account. However, Merchant must not tell the Customer that the Payment Plan Contract is fully repaid. This is because the Payment Plan Contract is usually an ongoing contract, and the Customer may have other amounts outstanding on the Payment Plan Contract including fees and other Payment Plan/Purchases.
13. Merchant agrees that if Certegy Ezi-Pay has paid Merchant for the merchandise or service provided as per this Agreement Certegy Ezi-Pay will direct debit from Merchant for those adjustments. Merchant must contact Certegy Ezi-Pay to ascertain the balance owing and any fees payable to Certegy Ezi-Pay by the Customer prior to accepting payment from the Customer.

Certegy Ezi-Pay must be valid for a minimum of three (3) months from the first instalment date;



**There is nothing
better than
No Interest Ever!**

**SCHEDULE 2
STORES**

Merchant will notify Certegy Ezi-Pay in writing immediately of any changes to the list of the Stores above.

[Insert list of Stores]



**There is nothing
better than
No Interest Ever!**

SCHEDULE 3 – PERFORMANCE FEE

Certegy Ezi-Pay will pay Merchant the following performance fee on a quarterly basis for each valid Certegy Ezi-Pay Express Agreement.

Quarterly Agreements Received		Performance Fee \$ Per Agreement
0 >	500	\$0.50
501 >	1000	\$1.00
1001 >	1500	\$1.50

SCHEDULE 4***This clause applies to solar industry merchants only***

The Merchant must:

1. Ensure that the Customer is the owner of the domestic property or dwelling to which the solar unit/system is being installed. The Customer cannot be renting or leasing the property or dwelling.
2. Deduct any rebate, REC or STC from the sale value of the goods or service and this figure (the deducted figure) is to be written as the purchase amount on the Certegy Ezi-Pay Customer Information form and reflected on the Credit Schedule.
3. Ensure the actual deposit paid by the Customer will be written in the "deposit received" field on the Certegy Ezi-Pay Customer Information form and will not include any rebate, REC or STC.
4. Ensure the minimum deposit received from the Customer will be the minimum required by Certegy Ezi-Pay.
5. Not submit any agreements to Certegy Ezi-Pay for processing and payment until the goods or services have been provided to the Customer in full.
6. Complete the sales and installation service for the Customer and submit the required agreements and supporting documents to Certegy Ezi-Pay within 90 days of the date that the Certegy Verification Number (contract date) was given. If Merchant does not do this Certegy Ezi-Pay will cancel the Customer agreement with Certegy Ezi-Pay and Certegy Ezi-Pay may sign the Customer on a new agreement if Merchant obtains a new Certegy Verification Number from Certegy Ezi-Pay.
7. Provide the following items with each agreement submitted to Certegy Ezi-Pay for processing and payment:
 - (a) a copy of the sales invoice and sales quotation;
 - (b) a copy of the sales contract with the Customer;
 - (c) a copy of the completed REC or STC application;
 - (d) a correctly completed and signed Certegy Ezi-Pay Customer Information form and Credit Schedule; and
 - (e) a correctly completed and signed Certegy Ezi-Pay Solar Customer Satisfaction form.

PREMIUM ADVANCE TERMS AND CONDITIONS

Clause 6.4 of the Agreement (in the terms and conditions) does not apply to Merchants using Certegy Ezi-Pay's Premium Advance. The clause below applies to any Merchant who uses Premium Advance in place of clause 6.4 of the Agreement.

- (a) Certegy Ezi-Pay will pay Merchant the Balance Owing for a Non-Valid Payment Plan Contract, but if one or more of the following Non-Valid reasons exist:
 - (i) term (amount of time to repay) stated on the contract exceeds the term currently available to the Merchant to offer to Customers;
 - (ii) the Customer is under-age (18);
 - (iii) the Customer is not a permanent resident of Australia;
 - (iv) the Customer has not signed their Payment Plan Contract; or
 - (v) the goods or services have not been delivered or provided to the Customer,
 Certegy Ezi-Pay will pay Merchant under "Premium Advance" in accordance with clause 6.4(b) and (c) below.
- (b) All Non-Valid Premium Advance Payment Plan Contracts received by Certegy Ezi-Pay will be reviewed in accordance with the Operating Procedures. Certegy Ezi-Pay will pay Merchant up-front for Non-Valid Premium Advance Payment Plan Contracts during Certegy Ezi-Pay's regular remittance cycle, on the condition that the Merchant agrees to and acknowledges that:
 - (i) When 25% of the term of the Payment Plan Contract has cleared the banking system and the Customer has made all payments on time, Certegy Ezi-Pay will have no further claim against Merchant in respect of that Payment Plan Contract;
 - (ii) If a Customer fails to make a required payment under a Payment Plan Contract during the first 25% of the term of their Payment Plan Contract, including by reason of dissatisfaction or cancellation, Certegy Ezi-Pay will net ("Claw-back") the unpaid balance from the Merchant's next weekly remittance. Certegy Ezi-Pay will credit Merchant the unused portion of Certegy-Ezi-Pay's Rate by applying the following formula: Original financed amount divided by 365 days and multiplied by the number of days Merchant has held the funds;
 - (iii) Claw-backs will be reported as a negative remittance and will be noted as "Premium Advance". No other reporting of these contracts will be provided;
 - (iv) Certegy Ezi-Pay will continue to collect on Non-Valid Payment Plans subject to clause 5.4 of the Agreement;
 - (v) If there are insufficient funds in the next outgoing weekly remittance to Merchant, the balance owed to Certegy Ezi-Pay will be collected in subsequent weeks. If there are insufficient remittances, Merchant may be invoiced.
 - (vi) Merchant agrees to pay Certegy Ezi-Pay a \$5.00 Non-Valid charge for each Non-Valid contract.
- (c) Certegy Ezi-Pay may charge Merchant the establishment fee and/or payment processing fees which would have been collected from the customer had the Payment Plan Contract been "Valid".



Schedule of changes to your Merchant Agreement

Pursuant to clause 15.4 of your Merchant Agreement, with effect from **April 8th, 2019** your Merchant Agreement is amended as follows:

1. In clause 23 (Definitions and Interpretations), the defined terms “Application”, “Credit Schedule”, “Deposit”, “Payment Plan Contract”, “Payment Plan Product” and “Rate” are replaced with the following defined terms:

Application means the process by which a person applies for a Payment Plan Product or seeks an advance of credit under a Payment Plan Product and, where the context requires, includes the forms approved by Certegy Ezi-Pay for use in that process (including those documents titled “**Customer Information**”, “**Credit Schedule**” and “**Terms and Conditions**”) or such forms as completed and signed by the Customer.

Credit Schedule means the “**Credit Schedule**” forming part of the Revolving Credit Account with the Customer. A separate Credit Schedule is required for each Purchase.

Deposit means the minimum amount or percentage of the Purchase Price that the Customer must pay Merchant before completing a Purchase. The Deposit must be paid to Merchant either by cash, credit card or EFTPOS, and must not include rebates, trade-ins or cheques.

Payment Plan Contract means the contract between Certegy Ezi-Pay and the Customer in relation to the continuing credit product provided by Certegy Ezi-Pay and known as “**hummm**” but only to the extent it relates to hummm for Big Things.

2. **Payment Plan Product** means the continuing credit product provided by Certegy Ezi-Pay known as “**hummm for Big Things**”.
Rate means, in respect of a Purchase, the percentage rate described as the “**Rate**” in the Product Selection & Rate Schedule (or as advised to Merchant by hummm from time to time) for the product type with the corresponding term and minimum Deposit for that Purchase multiplied by the Balance Owing.
3. In the first sentence of clause 8 of Schedule 1 (Operating Procedures), “**Payment Plan Contracts**” is replaced with “**Applications and Payment Plan Contracts submitted by Merchant**”.
4. In Schedule 3, “**valid Certegy Ezi-Pay Express Agreement**” is replaced with “**Valid Payment Plan**” and “**Agreements Received**” is replaced with “**Payment Plans**”:
5. The “Premium Advance Terms and Conditions” in Schedule 4 are amended by:
 - (a) replacing “**Premium Advance Payment Plan Contracts**” with “**Applications**” where it first appears and “**Payment Plans**” where it secondly appears in the first paragraph in sub-clause (b);
 - (b) deleting “Contract” in sub-clauses (b)(i) and (ii) and (c) each time it appears;
 - (c) replacing “under a” with “in respect of the” in sub-clause (b)(i).

8 March 2019

- Home
- Dashboard
- Quotes
- Applications
- Order Stationery
- POS Device Tokens
- Training Mode
- Contact Us
- Sign Out

Training Mode

New Application

Purchase Amount

Enter your Purchase Amount

Barcode or VIP or Pre-Approval Number

Enter your VIP or Barcode

NEXT >

- Home
- Dashboard
- Quotes
- Applications
- Order Stationery
- POS Device Tokens
- Training Mode
- Contact Us
- Sign Out

Training Mode

Customer Details

Email Address Please enter Email Address	Mobile Number Please enter Mobile Number
Date of Birth DD MM YYYY	
VIP or Pre-Approval Number (optional) Please enter VIP or Pre-Approval Number	
Identity Type Please select an Identity Type	

NEXT >

- Home
- Dashboard
- Quotes
- Applications
- Order Stationery
- POS Device Tokens
- Training Mode
- Contact Us
- Sign Out

Name	Enter the following details exactly as shown on the customer's identification.			
	Title	First Name	Middle Name	Last Name
	Select Title	Enter First Name	Enter Middle Name	Enter Last Name
Address	Address			
	Start typing customer address to search			
	Can't find your address? Enter manually			
Contact	Home Phone		Mobile	
	Enter Home Phone		Enter Mobile	
	Email			
	Enter Email			
Employment	Employment Type			
	Employment type			
Payment	Payment Type			
	Please select a Payment Type			
Consent	I acknowledge that I have obtained consent from the applicant for hummm to verify details provided, including via third parties, to authenticate their identity.			
	<input type="radio"/> Yes, I have obtained my customer's consent			
	<input type="radio"/> No, my customer does not consent			

- Home
- Dashboard
- Quotes
- Applications
- Order Stationery
- POS Device Tokens
- Training Mode
- Contact Us
- Sign Out

Training Mode

Staff Details	Staff First Name	Staff Last Name
	<input type="text" value="Enter your First Name"/>	<input type="text" value="Enter your Last Name"/>
Purchase Details	Product Description	
	<input type="text" value="Enter the Product Description"/>	
	Purchase Amount	
<input type="text" value="\$ Enter the Purchase Amount"/>		
<p>Please enter an Amount</p>		
Deposit		
<input type="text" value="\$ Minimum deposit \$0.00"/>		

NEXT >

- Home
- Dashboard
- Quotes
- Applications
- Order Stationery
- POS Device Tokens
- Training Mode
- Contact Us
- Sign Out

Training Mode



Complete the following steps to finalise the Customer Agreement.

- ✓ You've completed all the customer and purchase details
- + Your customer hasn't opened the Agreement link yet
- + Provide your customer with their unlock code so they can finalise their Agreement and take the goods today!

Unlock code: **7358**
- + Approved! Your customer can find a copy of their Credit Schedule in their messages or inbox

Need more help?

View Credit Schedule

Resend Customer

Refresh Application

Save And Close

Can't complete the above process?

Alternatively, would you like to print the Agreement to manually finalise the Application?

Print Agreement



Merchant:
 Sale person:
 Agreement number:
 Agreement date:

Your credit schedule

Sale details

Product:
Term: months
Sales amount: \$
Establishment fee: \$
Deposit: \$
Total amount of credit: \$

Personal details

Customer name:
Mailing address:
Email address:
ID details: Drivers Licence: | Expiry:
Employment details:

Repayment schedule

Total amount of credit \$
Term months
Frequency of repayments Fortnightly
Number of repayments
Total amount to be repaid \$
Fortnightly repayment amount \$

One of the great features of humm is that you should not pay any more for a good or service at a merchant when using humm than you would pay if you were not using humm. If a merchant indicates that you will have to pay more or tries to charge you more (for example by charging a higher price of the good or service, not applying a discount or rebate or by charging or bundling additional fees or charges), we want to know about it. So please tell us by contacting us at 1800 088 151.

Fees

Monthly fee \$8 00
Other fees that may apply
Late payment fee Payable when a repayment is not made on the due date \$6 00
Collection fee Payable when we take steps to collect an overdue payment \$30 00

◀ The monthly fee will be charged while you have an active purchase. If your account becomes inactive (because you don't have a current purchase) you will not pay this fee. You will only pay this fee once a month even if you have multiple purchases under your account.

Direct debit request

You request and authorise Certegy Ezi-Pay Pty Ltd (User ID No 125202) to debit or charge through the Bulk Electronic Clearing System (BECS) from the account held at the financial institution identified below any amount payable by you under your humm Revolving Credit Account (subject to the Terms and Conditions and this Credit Schedule)

The debits or charges will be made through the Bulk Electronic Clearing System (BECS) from your account at the financial institution you nominated below and will be subject to the Direct Debit Service Agreement set out in clause 16 of the Terms and Conditions



Agreement date:



Credit card number: XXXXXX
Credit card type:

Customer acknowledgement

By signing this document: (1) if you don't already have a Revolving Credit Account (RCA) with us, you offer to enter into a contract with Certegy Ezi-Pay Pty Ltd in accordance with the humm Terms and Conditions - April 2019 (T&Cs). Otherwise, if your RCA with us is subject to different terms and conditions, you offer to vary your existing contract with us to replace the existing Terms and Conditions with the T&Cs and all related credit schedules. (2) you request to make an advance under your new or existing RCA. (3) you state that all information you have given is true. (4) you confirm that you understand the T&Cs and this Credit Schedule. (5) you agree to electronic communications with us. This Credit Schedule is subject to and should be read in conjunction with the T&Cs.



Signature _____
Print Name _____

If Joint Bank Account _____
Date _____

Certegy Ezi-Pay is a member of the Australian Financial Complaints Authority (AFCA), which is an independent dispute resolution scheme. You can make a complaint to AFCA by calling 1800 931 678 or by visiting their website at www.afca.org.au. The Merchant may pay us and we may pay the Merchant amounts in connection with your account.



Website shophummm.com.au



Phone 1800 088 151

© 2019 Certegy Ezi-Pay Pty Ltd ABN 28 129 228 986



Customer Acknowledgement

Satisfaction and completion notification for solar power installation

I,
 Of, Lot 81 1A Chasewater Street, Lower Mitcham SA 5062

“Customer” hereby acknowledges the following:

I have:

1. Received a copy of my inverter warranty booklet.
2. Been made aware by the installer of the best location for my solar panels and inverter to be installed and have agreed and satisfied with the positioning, location of the install.
3. Been made aware of the bases operation of my solar system.
4. Aware that any damage caused by the turning the system on by myself before inspection (if applicable) or meter changeover/reconfiguration is not covered by warranty.
5. **Aware that any claims for alleged damages caused by the installation of my system are to be made within five (5) business days from the date of install.**

Where applicable:

Merchant Details (Merchant completes this section)
 Company Name of Service Provider: SunEnergy Company Pty Ltd
 Service Technician: SE - Nenad Tadic - Phone Number 1800 786 765
 Humm Purchase Number:

1. I, the undersigned, advise Humm that the goods and / or services received by me from the Merchant (described above) have been delivered and / or supplied to my satisfaction.
2. I, acknowledge that:
 - o I am the owner of the property or dwelling to which the goods are being installed.
 - o I understand that it not the responsibility of the Merchant to connect my solar unit(s) to the electricity grid and that I must commence repayments to Humm upon completion of the installation of the solar power unit(s) by the Merchant.
 - o I am happy to commence my repayments to Humm.

The job was completed and installed satisfactorily on: Date:

Signed by:

Name (Please print)

Date:

Special Approval process.

The Special Approval process is designed to assist our Merchants whose customers do not meet our criteria, but feel are worthy applicants for **humm**'s consideration. This process was designed for merchants to achieve possible additional sales, but only in special circumstances. Please inform customers that this is not a guarantee that **humm** will approve them, merely a step to obtain a 'possible' approval status.

The following process is to be implemented to ensure all staff know the criteria and considerations that we are prepared to look at.

Please inform the customer you wish to submit them for 'Special Approval' and ask for the following documents to support their case.

We will consider:

No driver's licence

Paperwork required for review:

Copy of recent utility bill

Copy of last 2 months bank statements
(preferably the Direct Debit account*)

Copy of 2 recent pay slips

Copy of identification

Self-funded retirees

Paperwork required for review:

Copy of recent utility bill

Copy of last 2 months bank statements
(preferably the Direct Debit account*)

Copy of superannuation statement

Copy of Driver's Licence

Part-time employment <25 hours

Paperwork required for review:

Copy of recent utility bill

Copy of last 2 months bank statements
(preferably the Direct Debit account*)

Copy of 2 recent pay slips

Copy of Driver's Licence

Carer's pension / Widow's pension / Disability pension

Paperwork required for review:

Copy of recent utility bill

Copy of last 2 months bank statements
(preferably the Direct Debit account*)

Copy of recent Pension statement

Copy of Driver's Licence

*Internet and branch printouts not acceptable

The signed **humm** contract and all documents need to be emailed to operations@shophumm.com.au to be considered. A header with your contact details marked "Special Approval, Attention: Operations Department" is to accompany the documents. An assessment will be done and **humm** will advise the merchant of the outcome either way within 24 hours 7 days a week.



hummm express checkout

To ensure you capture all MANDATORY details on the **hummm** Schedule and to help avoid unnecessary Non-Valid contracts, please use this checklist.

Pre-Qualifications.

1. Customer is an Australian Permanent Resident
2. Customer is 18 years of age or older
3. Customer is either;
 - 3.1 Employed Full Time (minimum 25 hours per week)
 - 3.2 Aged Pensioner (65+ years of age)
 - 3.3 Veteran Affairs Pensioner

HOME IMPROVEMENT INDUSTRIES ONLY;

1. Customer must be the home owner

Identification.

1. Australian Driver's Licence, Aged Pension Card **OR** Veteran's Card
(If the Pension Card does not have the word 'Aged' or 'Veteran's', then it is NOT an Aged or Veteran's Pension Card)

Direct debits. (repayments)

1. Credit Card
 - 1.1 Credit Card is to be sighted by sales person and must have at least 6 months validity
 - 1.2 Type, ID number and current expiry date **MUST** be listed
 - 1.3 Deposit and repayments must be from the same Credit Card
 - 1.4 Card holder and applicant **MUST** be the same person
2. Bank Account
 - 2.1 Must be an Australian Bank Account
 - 2.2 Must obtain the BSB and Account Number
 - 2.3 Bank Account holder and applicant **MUST** be the same person

Repayment frequency.

1. All repayments by the customer to **hummm** will be **FORTNIGHTLY**
2. Last pay date must be recorded

Fees & charges.

1. The customer will pay an Establishment or Additional Purchase Fee
2. The customer will pay a Monthly \$8.00 Fee
3. These fees are **NOT** paid upfront, but over the duration of the loan

Employment details.

1. Must be employed in Australia
2. Employers trading name and contact number (Number **MUST** be a landline - 1300, 1800 or 131 etc numbers are not acceptable)
3. Self Employed customer must provide their ABN
(Note: hummm may contact the applicant's employer to verify the applicant's employment)

Verification call 1800 242 808.

1. **EVERY** purchase requires a verification call
2. You **MUST** copy A to G responses onto Credit Schedule (Do not manually calculate)
3. You **MUST** record the hummm Verification Number on the Credit Schedule

Signatures.

The Credit Schedule **MUST** be signed by the customer whose name is on the purchase

NOTE: You **MUST** give the customer a Terms and Conditions. You **MUST** ensure the Credit Schedule is signed and dated. There is to be no amendments to the Credit Schedule. For questions and queries please call your **hummm** Representative.

PAY AS YOU SAVE SOLAR SYSTEM QUOTE

Quote Valid Until: 21/04/2020
Quote No: 2715329000035074579

Consultant: Lee Lake

Bill To:

Chantha Lake
17 Maxwe Avenue
Edwardstown SA 5039

Phone: 0484222222
Mob e:
Ema : c. lake@sunenergy.com.au

Delivery To:

Chantha Lake
17 Maxwe Avenue
Edwardstown SA 5039

SOLAR PV SYSTEM DETAILS



Your 6.62 kW Solar PV Package Includes:

- 21 x Canad an So ar 315W Sp t Ce Mono Perc Pane s - CS3K-315MS (IEC1000V) w th 1 x 5.0kW Goodwe 1PH GW5000D-NS Inverter
- 25 year performance warranty on so ar pane s
- 5 year warranty on nverter w th WI-FI mon tor ng
- Des gn and nsta tion by our CEC accred ted so ar nsta tion team
- 5 year who e-of-system warranty
- D str buted Network Serv ce Prov der app cation

Please note: The cost to nsta /reprogram a so ar PV compatib e meter s not nc uded n th s quote/contract. F na configuration and costings subject to s te nspection by our nsta er

SOLAR PV SYSTEM COST

Gross System Price:	\$ 11,053.98
Minus STC Incentive:	\$ 3,600.00 (No of STCs \$ 100.00 x <u>\$ 36.00</u>)
Total System Price:	\$ 7,453.98

INDICATIVE HUMM REPAYMENT AMOUNT

Purchase Price (inc GST)	\$ 7,453.98	Notes:
Deposit to be paid:	\$ 0.00	
Payment due on installation:	\$ 0.00	
Humm Financed Amount and Period:	\$ 7,453.98 over 36 months	
Cost Per Fortnight*:	\$ 95.56	

*A once off estab shment fee of \$85 payab e over the term has been nc uded n the above fortn ght y payment amount. An add tiona month y fee of \$8.00 w ll be charged wh e you have an active purchase w th Humm - th s fee s not nc uded n th s quote.

Vers on Date 20th March 2019

SunEnergy Company Pty Ltd P 1800 786 765 W SUNENERGY.COM.AU E operat ons@sunenergy.com.au

HO & Posta Leve 5 44 P r e Street Ade a de SA 5000 ACN 620 793 277 ABN 33 620 793 277



Level 5, 44 Pr e Street, Adelaide SA 5000

P: 1800 786 765

E: sales@sunenergy.com.au

ABN: 33 620 793 277

DEPOSIT AND PAYMENT DUE ON INSTALLATION PAYMENT METHODS

Deposit or Payment Due on Installation Payments can be made to SunEnergy by Direct Deposit into the account below or call our office on 1800 786 765 to make a credit card payment using Visa or Mastercard:

Account Name: SunEnergy Company Pty Ltd

Bank: Commonwealth Bank BSB: 065-000 Account Number: 12467864

Please enter your full name as the deposit payment reference.

ACKNOWLEDGEMENTS AND CONSENTS

- You have the right to cancel this agreement within 10 business days from and including the day after you have signed or received this agreement.
- Details about your additional rights to cancel this agreement are set out in clause 11.
- You consent to us collecting, holding, using and disclosing your information, including Personal Information, in accordance with the Privacy Act for the purposes of this agreement, and for the purpose of us marketing our products and services to you that relate to the Goods.
- You acknowledge and agree that under this agreement you assign all STCs associated with the system and its operations to us, as set out in clause 13.
- You acknowledge that we have explained the process surrounding the payment and trade of STCs (i.e. that STCs are only sold through an STC Clearing House when there is a buyer, there is no guarantee on how long they will take to sell, and you are not guaranteed \$40)
- You acknowledge that your solar system will require a Solar PV Compatible meter to be installed. Cost to upgrade/reprogram meters are at an additional cost to this contract and will be charged directly to you by your Distributed Network Service Provider or electricity retailer.
- You acknowledge that electricity meter changeovers, meterboard upgrades, trenching works and electrical inspections associated with the Goods and Services, are excluded from the Purchase Price and do not form part of the Agreement unless expressly stated otherwise.
- You acknowledge and agree that your electricity retailer may change your electricity retailer contract or tariff, as a result of you having us install the solar Goods at the Premises, and that you should contact your electricity retailer to obtain details in relation to this.
- You understand you are required to contact your electricity retailer to book in the installation/reprogramming of your Solar PV Compatible Meter and will advise SunEnergy of the booking date.
- You understand that it is not the responsibility of SunEnergy Company to connect my solar power unit(s) to the electricity grid and that you must pay the balance (being the purchase price less deposit) in full no later than the day of installation.
- You acknowledge and agree that we have explained the terms of this agreement to you.
- You acknowledge and agree that we will provide you with the Maintenance Documents once the Goods are installed, commissioned and all outstanding monies paid to us.
- You understand that provision to you of this Quote constitutes an offer from us to you on the terms of the Quote and the attached Goods and Services Terms and Conditions and SunEnergy Pay As You Save Solar Terms and Conditions and that, by signing below, you accept that offer and enter into a legally binding agreement with us on those terms.

Signed by customer:

Customer Name:

Date Signed:

Signed by customer:

Customer Name:

Date Signed:

Version Date 20th March 2019

SunEnergy Company Pty Ltd P 1800 786 765 W SUNENERGY.COM.AU E operations@sunenergy.com.au

HO & Posta Level 5 44 Pr e Street Adelaide SA 5000 ACN 620 793 277 ABN 33 620 793 277

SUNENERGY 'PAY AS YOU SAVE SOLAR' TERMS AND CONDITIONS

1. EXPLANATION OF TERMS

Agreement has the meaning given in clause 2.1.

Australian Consumer Law or ACL means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010.

Goods means any or all of the products supplied by us or on our behalf.

Privacy Act means the Privacy Act 1988 (Cth)

Services means any or all of the installation services for solar products, battery products and/or voltage regulation products conducted by or on behalf of SunEnergy.

SunEnergy, we or us means SunEnergy Company Pty Ltd (ACN 620 793 277) trading as SunEnergy.

SunEnergy 'Pays As You Save Solar' means revolving credit account provided by SunEnergy 'Pay As You Save Solar' Provider and offered by SunEnergy in relation to the purchase of the Goods and Services.

SunEnergy 'Pays As You Save Solar' Provider means Certegy Ez-Pay Pty Ltd (ACN 129 228 986) trading as Humm.

Terms and Conditions refers to the terms and conditions set out in SunEnergy Goods and Services Terms and Conditions, and those incorporated by reference, which apply to each Agreement for the supply of Goods and Services to you.

Terms and Conditions of SunEnergy 'Pay As You Save Solar' means these terms and conditions, in conjunction with any terms and conditions issued by the SunEnergy 'Pay As You Save Solar' Provider

You means the purchaser of the Goods identified in the Quote or the Order Confirmation (or both).

2. APPLICATION OF TERMS AND CONDITIONS OF SUNENERGY 'PAY AS YOU SAVE SOLAR'

These Terms and Conditions of SunEnergy 'Pay As You Save Solar' apply in conjunction with the SunEnergy Goods and Services Terms and Conditions where you apply to pay for the Goods and Services using SunEnergy 'Pay As You Save Solar'.

3. WARRANTIES AND ACKNOWLEDGEMENTS BY YOU

3.1 You:

(a) warrant that you have read and understood these Terms and Conditions of SunEnergy 'Pay As You Save Solar'.

(b) warrant that all information you provide in relation to your application for SunEnergy 'Pay As You Save Solar' is true and accurate and you acknowledge and agree that SunEnergy 'Pays As You Save Solar' Provider will rely on that information in offering you a revolving credit account.

3.2 You acknowledge that you will receive an electricity bill from your electricity retailer in addition to the fortnightly repayments made to SunEnergy 'Pays As You Save Solar' Provider, Humm plus fees associated.

3.3 You acknowledge and agree that if for any reason you do not enter into a legally binding loan agreement with SunEnergy 'Pays As You Save Solar' Provider or if any reason any such agreement is cancelled or otherwise not proceeded with or is brought to an end then:

(a) you remain liable to pay to SunEnergy the full cost of any Goods and Services provided; and

(b) SunEnergy Goods and Services Terms and Conditions alone, and not these Terms and Conditions of SunEnergy 'Pay As You Save Solar', will apply to your purchase.

3.4 You acknowledge that you are the owner of the property or dwelling to which the Goods are being installed.

3.5 You acknowledge that it is not the responsibility of SunEnergy to connect your solar unit(s) to the electricity grid and that you must commence repayments to SunEnergy 'Pays As You Save Solar' Provider, Humm upon completion of the installation of the solar power unit(s) by SunEnergy.

4. FURTHER TERMS AND CONDITIONS

4.1 Further to the Terms and Conditions provided by SunEnergy 'Pays As You Save Solar' Provider, Humm, we add the following:

- Cash Prices \$ 7,368.98

- Humm Prices \$ 7,453.98

Aggregate amount payable over the life of the Agreement's terms \$.....

4.2 This Agreement is not regulated by the Commonwealth NCCP Act 2009. As a result:

(a) If you have a complaint about the Agreement you may not have access to the services of an external dispute resolution scheme that has been approved by ASIC. This means that you may have to go to court to resolve a dispute with the provider.

(b) If you have trouble paying the periodic payments required under this Agreement:

. You may not have the right to ask the Provider for a hardship variation to help you get through your financial difficulty.

. The Provider may take action against you for non-payment without giving you an opportunity to remedy the fault.

. You must contact the Provider, Humm on 1800 088 151 to discuss your situation with them or to find out more about the financial hardship policy and payment default policy.



5. ACCOUNT ENQUIRIES

Account Enquiries

5.1 If you have a question or enquiry you can contact the SunEnergy 'Pays As You Save So ar' Provider, Humm.

Humm

Telephone: 1800 088 151.

6. COMPLAINTS

Making a Complaint

6.1 If you have a complaint relating to the SunEnergy 'Pays As You Save So ar' Provider or Agreement, Humm, you can make a complaint to Humm by:

(a) calling Humm on the telephone number 1800 088 151

(b) giving Humm written notice of this, by webform: <https://www.shophumm.com.au/contact-us>

6.2 If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Solar Panel Report



17 Maxwell Avenue, Edwardstown SA 5039, Australia

Proposed Solar Panel Placement

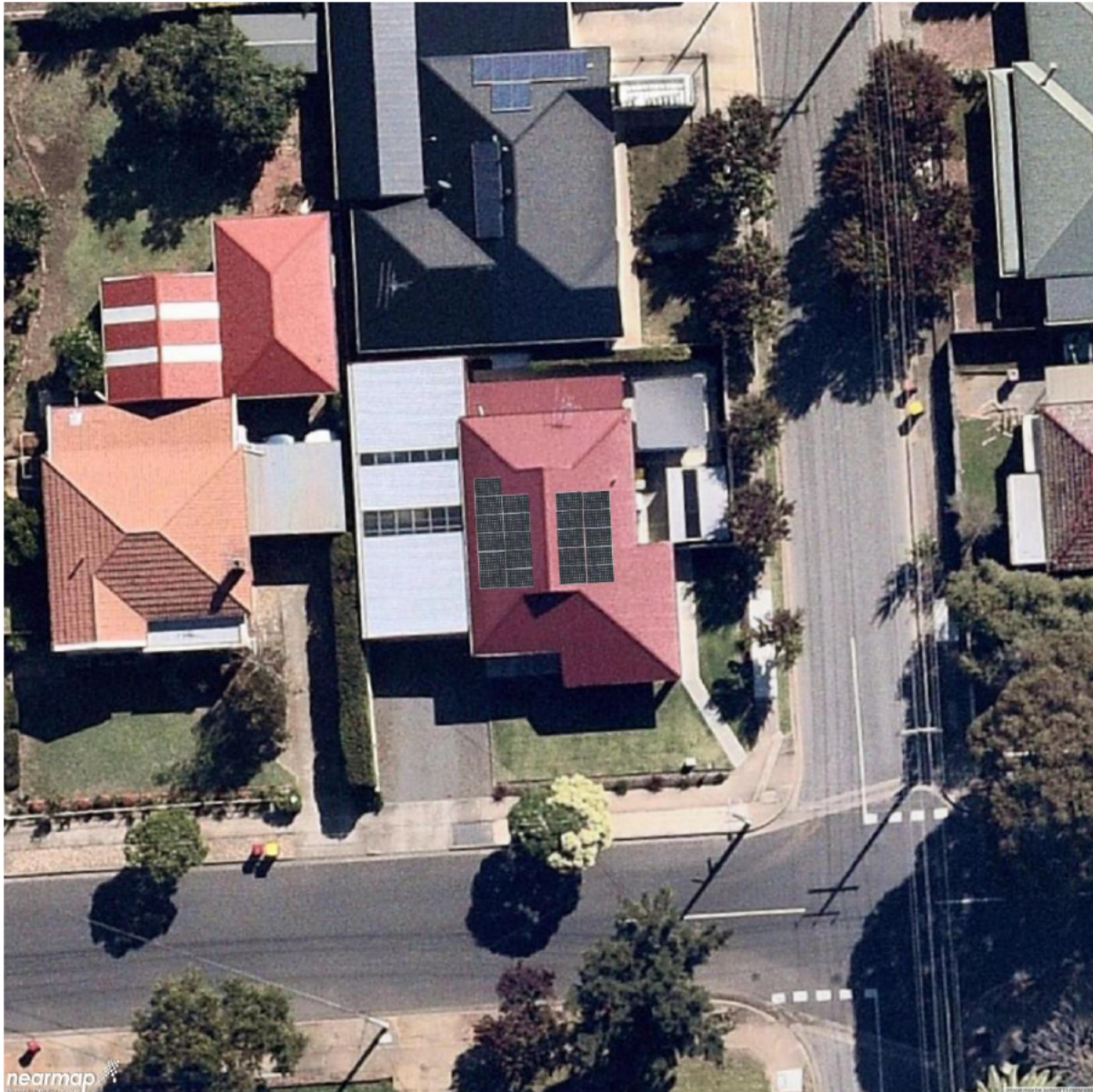


Image Date 13 April 2020

Report Date 14 April 2020

Solar Panel Report



System Parameters

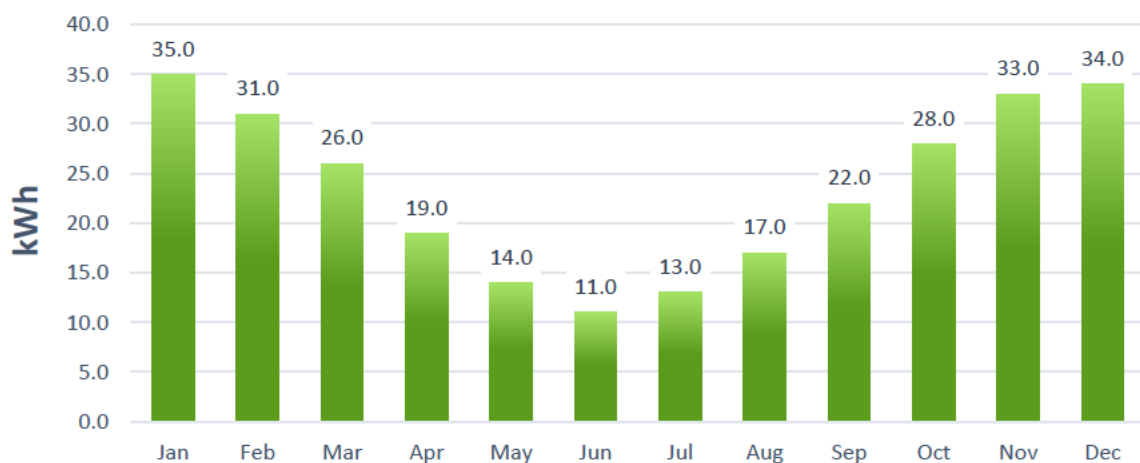
Manufacturer Power Rating for Array	6,615 W
Manufacturer and Model	SE 315- Canadian Solar - CS3K-315MS
Number of Panels	21
Total Panel Area	34.9 m ²
Panel Type	Monocrystalline
Panel Length	1,675 mm
Panel Width	992 mm
Panel Nominal Power (STC)	315 W
Nominal Operating Cell Temperature	41.0 °C
Temperature Coefficient for Power	-0.39 % / K
System Efficiency¹	84 %
Electricity Price	\$0.38 / kWh

Estimated Performance



Energy Output²	8,612 kWh / year
Greenhouse Gas Emission Reduction³	5,340 kg CO ₂ / year
Electricity Savings (maximum)⁴	\$3,273 / year

Estimated Average Daily Energy Output by Month²



¹System efficiency is estimated by the solar installer to account for losses that may include shading, inverter efficiency for DC to AC conversion battery efficiency, cable losses, dirt, manufacturer tolerances, grid-tie system outages, maintenance downtime, and other factors.

²Energy Output is calculated based on historical solar irradiance and temperature data at this location, factoring in panel tilt, orientation, and all of the System Parameters including System Efficiency.

³Emission reduction assumes full output usage and 0.62 kg CO₂ / kWh based on South Australia average (National Greenhouse and Energy Reporting (Measurement) Determination 2008).

⁴Assumes full year-round utilisation of generated electricity, and will change based on usage and feed-in tariffs.

Solar Panel Report



Panel Orientation and Tilt

Panel Type Name	Panels	Tilt	Orientation (relative to N)
SE 315- Canadian Solar - CS3K-315MS	10	30.5°	87.0°
SE 315- Canadian Solar - CS3K-315MS	11	30.5°	267.0°

GOODS AND SERVICES TERMS AND CONDITIONS

IMPORTANT NOTICE TO THE CONSUMER

You have a right to cancel the Agreement within 10 business days from and including the day after you entered into the Agreement.

Details about your additional rights to cancel the Agreement are set out in the Agreement.

1. EXPLANATION OF TERMS

Agreement has the meaning given in clause 2.1.

Australian Consumer Law or ACL means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010*.

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

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

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

Cooling Off Period has the meaning given in clause 12.2.

Deposit means the amount specified as the deposit (which may be \$0) in the Quote.

DNISP means Distributed Network Service Provider.

Full System Design includes the System design and specifications, proposed roof plan, System orientation and tilt, expected efficiency and the Site-Specific Performance Estimate calculations.

Goods means any or all of the products supplied by us or on our behalf.

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

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

Guarantee Period has the meaning given to it in clause 14.1.

Maintenance Documents means the System maintenance documents.

Order Confirmation means an order confirmation for the Goods and Services issued by SunEnergy.

Premises the site at which the Goods are to be installed.

Privacy Act means the *Privacy Act 1988 (Cth)*.

Purchase Price has the meaning given in clause 3.1.

Quote means the quote for the Goods and Services provided by us, which incorporates by reference these Terms and Conditions.

Services means any or all of the installation services for solar products, battery products and/or voltage regulation products conducted by on on behalf of SunEnergy.

Site-Specific Performance Estimate means our site-specific estimate of the average daily energy yield of the System for each month, in kWh, as set out in the Full System Design.

STC means a small-scale technology certificate created under the Renewable Energy (Electricity) Act 2000 (Cth).

STC Incentive means the amount specified as such in the Quote.

SunEnergy, we or us means SunEnergy Company Pty Ltd (ACN 620 793 277) trading as SunEnergy.

SunEnergy 'Pays As You Save Solar' means finance, credit or a payment plan facilitated by SunEnergy 'Pay As You Save Solar' Provider and offered by SunEnergy in relation to the purchase of the Goods and Services.

SunEnergy 'Pays As You Save Solar' Provider means Certegy Ezi-Pay Pty Ltd (ABN 129 228 986) trading as Humm.

SunEnergy's Goods Guarantee means the guarantee given by us in relation to the Goods and Services.

Terms and Conditions refers to the terms and conditions set out below, and those incorporated by reference, which apply to each Agreement for the supply of Goods and Services to you.

Terms and Conditions of SunEnergy 'Pay As You Save Solar' refers to the terms and conditions set out in SunEnergy 'Pay As You Save Solar' Terms and Conditions, in conjunction with any terms and conditions issued by the SunEnergy 'Pay As You Save Solar' Provider.

You means the purchaser of the Goods identified in the Quote or the Order Confirmation (or both).

2. FORMATION OF AGREEMENT

- 2.1 An agreement for the supply and purchase of Goods and Services (Agreement) will be formed on the basis of the Quote, these Terms and Conditions and if applicable 'Pay As You Save Solar' Terms and Conditions upon your verbal acceptance of the Quote or when you sign our Order Confirmation.
- 2.2 The Agreement may be varied by us in accordance with these Terms and Conditions or by each party's agreement in writing.
- 2.3 Under the Agreement, we agree to comply with the Clean Energy Council Solar PV Retailer Code of Conduct.

3. PURCHASE PRICE

- 3.1 The purchase price for the Goods and Services is the price set out in the Quote (Purchase Price). Unless otherwise expressly stated in the Quote, the Purchase Price is inclusive of GST.
- 3.2 The Purchase Price is dependent upon our quality assurance processes and an inspection of your Premises (which inspection may occur on the scheduled installation date).
- 3.3 If, as a result of our quality assurance processes or the inspection of your Premises we need to vary the Purchase Price we will advise you of the variation and you may either accept the varied Purchase Price or cancel the Agreement. If you cancel the Agreement clause 12 will apply.
- 3.4 Where you fail to provide information to us that we have advised you is required by us, within the limit limits required by us, we may in our absolute discretion arrange for an accredited contractor to attend the Premises prior to the scheduled installation date to carry out an inspection in order to obtain the required information.
- 3.5 If it is determined that, due to access constraints, specialist equipment such as a cherry picker or scissor lift will be required for a contractor to perform the Services we will advise you of the additional costs, which we estimate to be approximately \$850 per day. You may either accept the additional costs or cancel the Agreement. If you cancel the Agreement clause 12 will apply.

4. WORKS NOT FORMING PART OF THE AGREEMENT

- 4.1 Unless expressly stated otherwise in the Quote:
 - (a) any costs payable to your DNSP, including costs associated with required changes to the Goods, the Premises or the meter box, and charges relating to connection applications and the like; and
 - (b) electricity meter changeovers, meterboard upgrades, trenching works and electrical inspections associated with the Goods and Services, are excluded from the Purchase Price and **do not form part of the Agreement**. These services will not be performed by us or on our behalf. Where these services are performed by third parties, you will be billed separately for these services by the third parties who perform these services.
- 4.2 Unless expressly stated otherwise in the Quote, switchboard upgrades do not form part of the Agreement. You may either arrange for a third party to perform this service or you may ask us to arrange the performance of this service for you. You will be billed separately for this service by any third party who performs this service. **This fee is not included in the Purchase Price.**
- 4.3 If the existing electrical infrastructure at the Premises, or the surfaces or structures on which the Goods are to be installed, do not comply with all relevant legal requirements (including all relevant codes and regulations) you may be required to repair, replace or improve, at your own expense, those parts that are non-compliant prior to the installation of the Goods.
- 4.4 Your obligation to pay the Purchase Price is not affected by any delay by a third party in performing any service or works referred to in this clause 4.

5. END OF AGREEMENT

- 5.1 This agreement ends when we have finished installing and commissioning the Goods, unless we or you end it earlier in accordance with its terms.
- 5.2 If we have delivered and installed the System, then after the agreement ends the guarantees and related terms in clause 14 will continue for the Guarantee Period.

6. PAYMENT OF THE PURCHASE PRICE

- 6.1 Subject to clause 6.7, you are required to pay the Purchase Price as follows:
 - (a) the amount of the Deposit (if any) on the day you commit to purchase; and
 - (b) the balance (being the Purchase Price less the Deposit) in full no later than the day of installation.
- 6.2 Title in the Goods passes to you on payment of the balance, provided you have already paid all other amounts you owe to us.
- 6.3 We reserve the right not to provide you with paperwork relating to your installation until we have received payment in full.
- 6.4 Payments under this agreement can be made by direct deposit or credit card,
- 6.3 Where you have elected to pay the balance of the Purchase Price using credit card you authorise us to charge your credit card for the full amount owing for the Goods and Services including any additional costs referred to in clause 3.5 (if applicable).

- 6.4 Unless specified otherwise in your Quote, you will be charged a surcharge in the event you pay the balance of the Purchase Price (or any part thereof) by credit card and/or any costs referred to in clause 3.5 (if applicable).
- 6.5 If you fail to pay the Purchase Price when due, or if any purported payment by you is not honoured, you must pay on demand any costs, expenses or losses which have been, or are likely to be, incurred by us as a result, including costs associated with the collection of any outstanding amounts (including the costs of any debt collection agency) and any cheque dishonour fees.
- 6.6 If you fail to pay the Purchase Price when due you acknowledge and agree that we may (without prejudice to any other rights or remedies that we may have):
- charge interest on the overdue amount at a rate of 10% which will be calculated on a day by day basis from the date the amount was due until the date the overdue amount is paid in full;
 - lodge a default on your credit history file;
 - engage a debt collection agency to pursue the outstanding debt on our behalf, as well as any other costs, expenses or losses incurred by us as a result of your failure to pay (including the costs of the debt collection agency); and/or
 - commence legal proceedings in order to recover any debt owed by you and our fees and expenses in bringing legal proceedings against you, including administration and legal fees on a solicitor/client basis.
- 6.7 If you apply for 'Pay As You Save Solar', you acknowledge and agree that:
- all information you provide in relation to your application is true and accurate and that the SunEnergy 'Pay As You Save Solar' Provider, Humm will rely on that information in offering you 'Pay As You Save Solar'; and
 - if for any reason you do not enter into a legally binding agreement with the 'Pay As You Save Solar' Provider or if any reason any such agreement is cancelled or otherwise not proceeded with or is brought to an end then:
 - you remain liable to pay to SunEnergy the full cost of any Goods and Services provided;
 - the Agreement alone, and not any terms and conditions of the 'Pay As You Save Solar' provider, will apply to the Goods and Services;
 - you will make the fortnightly repayments to the 'Pay As You Save Solar' Provider by direct debit for the period of the finance agreement; and
 - you acknowledge that you will continue to receive an electricity bill from your retailer in addition to the fortnightly repayments to Humm plus associated fees.

7. APPROVALS

Grid Connection Approvals

- 7.1 We will apply for Grid Connection Approval on your behalf. In doing this, we will:
- make the application as soon as possible;
 - keep you updated on the progress of the application;
 - respond, within a reasonable timeframe, to any information or other requests from the distributor; and
 - promptly give you notice of the outcome of the application.
- 7.2 Your purchase of the System is subject to Grid Connection Approval being granted.
- 7.3 If Grid Connection Approval is refused, then this agreement will end and we will refund in full all amounts paid by you.

Other Approvals

- 7.4 You are responsible for applying for and obtaining any other approvals, permits or consents required in respect of the installation of the System at the Premises.
- 7.5 You must apply for these approvals, permits and consents as soon as possible.
- 7.6 The sale and installation of the System, and your and our other obligations under this agreement, are not dependent on and will not be affected by whether and when you obtain these approvals, permits and consents.

8. INSTALLATION

- 8.1 We (if we install the Goods) or our contractor (if we procure a contractor to install the Goods) must:
- be a CEC-Accredited Installer; and
 - install the Goods in accordance with the Clean Energy Council Design and Install Guidelines and all other requirements applicable to CEC-Accredited Installers.

We will endeavour to arrange the installation of the Goods at the Premises within 4 to 6 weeks after approval to connect the Goods to the electricity network has been communicated to us by your DNSP. We will advise you if for any reason we will be unable to meet this timeframe.

- 8.2 The Purchase Price includes connection of the Goods to a switchboard which is located in the building onto which the Goods are to be installed. You or your representative must be at the Premises on the scheduled installation date to give the installer clear directions for the positioning of the Goods and to resolve any issues that might arise.

8.3 If you or your representative is not at the Premises on the scheduled installation date then:

- (a) the installer may perform the Services, using their reasonable judgement and experience in determining where to position the Goods. In such circumstances you will not have any claim in relation to how the installer has positioned the Goods at the Premises; or
- (b) we may arrange with you to have the Services performed on a different date, in which case all reasonable amounts incurred by us and the installer in preparing for the original scheduled installation date will be due and payable by you. We may, in our absolute discretion, withhold these amounts from any amounts paid by you to us up to the time of cancellation or, where you have provided your credit card details to us, charge these amounts to your credit card and by accepting these Terms and Conditions you authorise us to do so; or
- (c) we may cancel the Agreement, in which case clause 12.5 will apply.

8.4 You acknowledge that during the performance of our Services electricity and other services at your Premises may be switched off and that you are responsible for ensuring that this does not have any adverse effects on any critical equipment or processes, including life support or other medical equipment. We do not accept any responsibility or liability for any loss or damage suffered by you as a result of electricity and other services being switched off at your Premises in connection with the performance of our Services.

8.5 After installation of the Goods, we will give you any certificate or similar document regarding the electrical safety of the Goods which is required by law.

8.6 We will take every reasonable precaution in installing the Goods at the Premises. However, we will not be liable in respect of:

- (a) the structural integrity of the roof;
- (b) the roof's ability to carry the weight of the System;
- (c) any effect installation of the System has on any roof manufacturer's warranty; or
- (d) any damage to the roof or Premises which is not due to our negligence or breach of this agreement.

9. ACCESSING THE PREMISES

9.1 You grant us permission to enter and remain at the Premises, and to have our contractors enter and remain at the Premises, to:

- (a) conduct one or more site inspections, if we think this is necessary; and
- (b) deliver and install the Goods,
at any reasonable time, provided we give you at least 2 Business Days' notice of the proposed access time.

9.2 You or your representative must be present at the Premises for any site inspection and for the delivery and installation of the System.

9.3 You must:

- (a) ensure we and our contractors have convenient and safe access to all parts of the Premises necessary to conduct any required site inspections or to deliver and install the System;
- (b) not hinder or obstruct this access; and
- (c) ensure the Premises, including its roof, supporting structures and electrical wiring, are sound and able to accommodate installation of the System.

10. SYSTEM MAINTAINANCE

10.1 We must provide you with the Maintenance Documents.

10.2 It is your responsibility to maintain the System in accordance with these documents.

11. SYSTEM PERFORMANCE

Site-Specific Performance Estimate

11.1 We have calculated the Site-Specific Performance Estimate for the System and your Premises in accordance with the CEC System Design Guidelines.

12. CANCELLATION

12.1 Either party may cancel the Agreement if the other party materially breaches the terms of the Agreement. We will refund in full all amounts paid by you up to and including the date of cancellation within 10 Business Days from the date of cancellation.

12.2 If you choose to cancel the Agreement pursuant to this clause 12, you must notify us of your decision to cancel the Agreement before the Goods have been installed in order for the cancellation to take effect.

Cancellation by You

12.3 You may cancel the Agreement within 10 business days from and including the day after you entered into the Agreement (Cooling Off Period).

12.3 You may also cancel the Agreement in accordance with clause 3.3 or clause 3.5.

12.4 You may also cancel the Agreement if the estimated timeframe for installation completion that was agreed upon is not honored by SunEnergy and a revised timeframe has not been agreed upon by both parties.

Cancellation by Us

12.5 We may cancel the Agreement if we are of the opinion that, due to conditions at the Premises, the Services cannot be performed safely or cannot be performed for the Purchase Price.

12.6 If Grid Connection Approval is refused from the distributor.

13. FEED IN TARIFFS AND STCS

Feed In Tariffs

13.1 You may be entitled to receive a feed in tariff from your electricity retailer in relation to electricity produced by the Goods which is fed back into the electricity network. Any information provided by us regarding the applicability of any feed in tariffs is based on our understanding of your current situation and based on the current information that has been provided to us by electricity retailers and State governments. We strongly recommend that you personally contact your electricity retailer for advice about the exact feed in tariffs that might apply to your situation.

STC Incentive

13.2 We have calculated the STC Incentive based on:

- (a) the maximum quantity of STCs that can be created in respect of the System under law, taking into account the Site-Specific Performance Estimate; and
- (b) the monetary value of that quantity of STCs,
and deducted the STC Incentive from the System Price.

Assignment of STCs to Us

13.3 You hereby assign to us all of your existing and future rights, title and interest in and to all STCs created or able to be created in respect of the System.

13.4 You must do anything we reasonably request of you for the purpose of perfecting, confirming or evidencing this assignment, including providing information and executing documents.

13.5 You warrant to us, when you accept the offer set out in the Quote and again on installation of the System, that you have not previously created, or assigned the right to create, any STCs in respect of the System or any other solar photovoltaic generating unit at the Premises.

Charging you the STC Incentive

13.6 If you do anything that:

- (a) obstructs or avoids the assignment under clause 13.3;
- (b) reduces the maximum quantity of STCs that can be created in respect of the System; or
- (c) renders the System ineligible for the creation of STCs,
then we can increase the Total Price by the amount of the STC Incentive, and you must pay us the STC Incentive within 5 Business Days of us invoicing you for it.

13.7 Clause 3 does not apply to any increase of the Total Price increases under clause 13.6, and you cannot end the agreement as a result of a price increase, or refuse to accept it.

13.8 You acknowledge that a government may, at any time, make legislative changes which may affect your eligibility for, or entitlement to, any incentives, subsidies, grants, rebates, STCs or other benefits. We will not be liable to you in the event that such legislative changes occur and you expressly exclude us from any such liability.

13.7 You acknowledge that in certain circumstances a government may require you to repay a grant, rebate or other benefit. Except where we have breached our obligations to you, we will have no responsibility to you in the event that you are required by a government to repay a grant, rebate or other benefit.

14. GOODS AND SERVICES GUARANTEES

14.1 Subject to clause 14.2, the Goods and Services are warranted on the terms of SunEnergy System Warranty, we guarantee:

- (a) Our workmanship, and the workmanship of our contractors, in installing the Goods;
- (b) the operation and performance of the Goods,
will be free from fault or defect for a period of 5 years commencing on the date the Goods is installed (Guarantee Period), and we will repair any such default or defect notified to us within the Guarantee Period, including by replacing all or part of the system where necessary, within a reasonable timeframe at no cost to you.

14.2 The guarantee in clause 14.1 will not apply where:

- (a) the fault or defect is not notified to us within the Guarantee Period; or
- (b) the fault or defect is a result of:
 - (i) something done by you or someone else, and not us or our contractors; or
 - (ii) something beyond human control that occurred after installation, e.g., an extreme weather event;
 - (iii) the System being misused, abused, neglected or damaged after installation;
 - (iv) the System being maintained other than in accordance with the Maintenance Documents; or
 - (v) the System being repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by us in writing.

14.3 The guarantee in clause 14.1 is additional to any other guarantee or warranty you may have:

- (a) from the manufacturer of the System; or
- (b) under any applicable law, including the Australian Consumer Law,

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

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

Service Calls

14.5 Service calls will be carried out on the following conditions:

- (a) you must give us 48 hours' minimum notice of any non-emergency service call after which we will arrange a time and date for a service call;
- (b) service calls will generally be carried out during normal working hours only (9.30am – 4.00pm Monday to Friday);
- (c) a minimum service charge of \$180.00 per hour plus the cost of all parts and all travel and transport costs is payable for all service calls. For service calls after hours, an additional service charge of not less than \$100 applies;
- (d) where a service call is carried out for a problem with the Goods and Services which is covered by a warranty or a consumer guarantee under the Australian Consumer Law, these other guarantees and warranties may not cover labour costs, travel costs and delivery costs arising from a claim under these other guarantees and warranties. We will notify you if this is the case, and tell you the costs payable. The costs will be payable in advance.
- (e) where a service call is carried out which is not covered by a warranty or a consumer guarantee under the ACL, or where there is otherwise no problem with the Goods or Services, you will be charged the service charges referred to in clause 14.5(c). The costs will be payable in advance.

15. BATTERY PURCHASES

15.1 Any recommendation we have made regarding battery size has been based on the information you have provided to us about your electricity consumption. Should your electricity consumption change the performance of your battery may be affected.

15.2 We have recommended a solar system size which should generate sufficient power to recharge your battery, based on the information you have provided to us about your electricity consumption. Should your electricity consumption change the performance of your battery may be affected.

15.3 Any backup functionality of your battery will be limited to the available stored capacity within your battery at the time that backup power is required. The amount of power available will vary based on a range of factors, including the time of the power outage, the weather conditions in the days preceding the outage and the age of the battery.

15.4 Battery backup functionality must not be relied upon to power any critical equipment or processes, such as life sustaining critical loads, medical equipment or high current consumption devices. We do not accept any responsibility or liability for any loss or damage suffered by you as a result of you so relying on any battery backup functionality.

15.5 You acknowledge that your battery warranty requires you to maintain a constant stable and compatible internet connection at your Premises and that it is your responsibility to do so.

16. VOLTAGE REGULATION PRODUCTS

16.1 Any recommendations we have made regarding voltage regulation products have been based on the information you have provided to us about your electricity supply and consumption.

16.2 Any savings figures provided to you are estimates only and are not guaranteed. Actual savings (if any) will depend on your individual circumstances (which may vary over time) and are likely to be different to any estimates provided.

16.3 You acknowledge that your voltage regulator warranty requires you to maintain constant stable and compatible 3G coverage at your Premises and that it is your responsibility to do so.

17. SUBSTITUTION POLICY

If, for any reason, we are unable to supply any items you have ordered, we reserve the right to supply a substitute product of similar specification and value with your prior written agreement.

18. COMPLAINTS

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

- (a) calling us on our telephone number as set out in the Quote; or
- (b) giving us written notice of this, by post or email.

18.2 We will handle your complaint in accordance with our standard complaints procedures. If we have volunteered to be bound by the CEC Solar Retailer Code of Conduct, then these procedures will comply with that Code, and with the Australian Standard on Complaints Handling AS ISO 10002-2006.

If you are still not satisfied

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

ACT: Office of Regulatory Services - Phone: (02) 6207 3000

NSW: Fair Trading - Phone: 13 32 20

NT: Consumer Affairs - Phone: 1800 019 319

Qld: Office of Fair Trading - Phone: 13 74 68

SA: Consumer and Business Services - Phone: 13 18 82

Tas: Consumer Affairs and Fair Trading - Phone: 1300 654 499

Vic: Consumer Affairs - Phone: 1300 558 181

WA: Consumer Protection - Phone: 1300 304 054

19. SUB-CONTRACTING

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

- (a) if we sub-contract any obligations:
 - (i) we will ensure the relevant sub-contractor is suitable and performs all sub-contracted obligations in accordance with the requirements of this agreement;
 - (ii) we will continue to be liable to you for the performance of our obligations under this agreement, even though we have sub-contracted one or more of those obligations; and
 - (iii) we will be liable to you for the acts and omissions of our sub-contractors, as if these acts and omissions were our own; and
- (b) our obligations in relation to the design or installation of the System can only be sub-contracted to a CEC-Accredited Installer.

20. WARRANTIES AND ACKNOWLEDGEMENTS BY YOU

You:

- (a) warrant that you have read and understood the Quote and these Terms and Conditions;
- (b) warrant that all information you have provided to us is true, accurate and complete and you acknowledge that we have relied on that information in providing the Quote and in supplying the Goods and Services;
- (c) acknowledge that it is your responsibility to determine what approvals or permits are required from relevant authority(s) including your DNSP in relation to the installation of the Goods and the performance of the Services at the Premises;
- (d) warrant that you have obtained all necessary approvals or permits from relevant authority(s) in relation to the installation of the Goods and the performance of the Services at the Premises;
- (e) acknowledge that all descriptive specifications, illustrations, drawings and data dimensions provided by us to you, or otherwise contained in our fact sheets, price lists and other advertising material, are approximate only;
- (f) agree that we may substitute or use alternative goods to the Goods referred to in the Quote, provided that such goods are of equal or better quality than the Goods referred to in the Quote;
- (g) warrant that you will be 18 years old or over prior to purchasing the Goods;
- (h) acknowledge that, if you are purchasing monitoring as part of the Goods and Services, it is your responsibility to provide a stable and compatible internet connection to enable monitoring to take place;

- (i) acknowledge that your DNSP has a responsibility to provide the Premises with a voltage within regulated limits and to put measures in place to avoid unstable grid voltage and if the DNSP does not do so then there is a risk that your inverter may trip. If this occurs you acknowledge that it is your responsibility to contact your DNSP and it is the responsibility of your DNSP to resolve this issue;
- (j) acknowledge that it is not the responsibility of SunEnergy to connect your solar unit(s) to the electricity grid;
- (k) acknowledge that you will contact your electricity retailer to book in the installation/reprogramming of your solar PV compatible meter and with notify us of the booking date;
- (l) acknowledge that on the day the Goods and Services set out in the quote are delivered, installed and commissioned, you will pay the balance by direct deposit or credit card or subject to 6.7 will commence repayments to SunEnergy 'Pays As You Save Solar' Provider, Humm.

21. RISK AND OWNERSHIP OF GOODS

- 21.1 Risk of loss or damage to the Goods will pass to you upon installation of the Goods at the Premises or when you otherwise take possession of the Goods.
- 21.2 You remain liable to pay for the Goods notwithstanding any loss, damage or deterioration to the Goods which occurs after risk in the Goods passes to you.
- 21.3 Ownership of, and title to, the Goods passes to you only upon payment in full by you or on your behalf of the Purchase Price and any other amounts owed by you.
- 21.4 Until payment in full by you of the Purchase Price and any other amounts owed by you:
 - (a) if the Goods are in your possession, you will hold the Goods as our trustee and you must store the Goods so that they are clearly identifiable as our property;
 - (b) we may call for, and recover possession of, the Goods at any time; and
 - (c) you grant to us a non-exclusive licence to enter onto the Premises in order to remove the Goods.

22. PRIVACY

- 22.1 We will comply with all relevant privacy legislation in relation to your personal information.
- 22.2 If you have any questions in relation to privacy, you can contact us by:
 - (a) calling us on our telephone number as set out in the Quote; or
 - (b) giving us written notice of this, by post or email.

24. LAWS AND WAIVER

- 24.1 The Agreement is governed by and is to be construed in accordance with the laws applicable in the State or Territory in which the Services were performed. The parties agree to submit to the jurisdiction of the courts and tribunals of that State or Territory.
- 24.2 If any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable it may be severed and the remaining terms or parts will continue in full force and effect.
- 24.3 Any failure of a party to exercise or enforce any provisions of, or any rights it may have under, the Agreement shall not constitute a waiver of such right or provision unless such waiver is acknowledged and agreed to by the other party in writing.

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

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

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

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

WHAT DOES THIS MEAN FOR YOU?

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

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

LOOK FOR A CLEAN ENERGY COUNCIL APPROVED SOLAR RETAILER

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

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



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

HIGH STANDARDS

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

WHY THE CODE?

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

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

CLEAN ENERGY COUNCIL APPROVED SOLAR RETAILERS WILL:

PRE-SALE

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

POST-SALE

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

DOCUMENTATION AND GENERAL BUSINESS

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

DEALING WITH COMPLAINTS

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

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

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

FURTHER INFORMATION

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

WHAT IS THE CLEAN ENERGY COUNCIL?

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

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

For more information, visit cleanenergycouncil.org.au