

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

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

**Lodgment and Details**

Document Lodged:	Affidavit of Elisa Jane Bolzonello
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



DEPUTY REGISTRAR

Dated: 5/05/2020 4:53 PM

**Important information**

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



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

AFFIDAVIT OF ELISA JANE BOLZONELLO  
RE SOLAR PANEL QUOTATIONS

Affidavit of: **Elisa Jane Bolzonello**  
Address: Level 21 / 380 La Trobe Street, Melbourne, Victoria, 3000  
Occupation: Paralegal  
Date: 4 May 2020

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- Exhibit <b>EB-3</b> being a copy of the list of solar panel providers dated 31 March 2020	7	35
- Exhibit <b>EB-4</b> being a copy of email correspondence with Nemco Group dated 20 April 2020	50	37
- Exhibit <b>EB-5</b> being a copy of email correspondence with Sunboost dated 9 April 2020	61	40
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I ELISA BOLZONELLO, of 380 La Trobe Street, MELBOURNE, VIC, 3000, solemnly and sincerely affirm and declare:

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

### ***Background***

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

### ***Methodology***

4. Mr Habteslassie, my supervisor, provided me with a copy of the CALC brief, which I have read. In the CALC brief, CALC requested that data be collected from different panel solar providers operating in different Australian states, using a telephone script and a reference list of solar providers.
5. The telephone script is here extracted from the CALC brief and exhibited to this affidavit at **[EXHIBIT EB-2]**.
6. This script provided me with the questions I was to ask. Specifically, I was asked to collect the following data:
  - a. The price of a mid-range 5kW inverter and 6.6kW solar panels;
  - b. Whether this price included the solar rebate;
  - c. Whether I would have to pay upfront or if I can pay in instalments; and
  - d. The details of the companies' finance provider, including the calculation of interest.
7. The list of solar providers is here extracted from the CALC brief and exhibited to this affidavit at **[EXHIBIT EB-3]**. I used this list as a starting point to select providers. Other providers were found through further online research.

8. Using the telephone script and the list of solar panel providers, I made contact with 13 representatives from 14 different solar panel providers by telephone between 7 and 30 April 2020. In accordance with the telephone script, I requested quotes for the installation of residential solar panels together with finance, including BNPL finance, for homes in different Australian states, including Victoria, Queensland (“**QLD**”) and New South Wales (“**NSW**”). I was able to obtain quotes from nine solar panel providers, eight of which offered BNPL finance and one which did not. I was not able to obtain quotes from five solar panel providers.
9. During the telephone conversations with the solar panel providers, I gave the following responses when asked for personal information:
  - a. Name: Elisa Sharp;
  - b. Contact number: 0456 226 403;
  - c. Email: [ksesharp@gmail.com](mailto:ksesharp@gmail.com)
10. Below are detailed summaries of information provided by the different solar panel providers’ representatives in telephone calls and email correspondence. The summaries are based on my contemporaneous notes of telephone calls and my email correspondence. These summaries are organised as follows:
  - a. Solar Panel Providers Offering Buy Now, Pay Later Finance;
  - b. Solar Panel Providers Not Offering Buy Now, Pay Later Finance; and
  - c. Other Solar Panel Providers Contacted.

### ***Solar Panel Providers Offering Buy Now Pay Later (BNPL) Finance***

#### **Fair Value Solar (Vic)**

11. On 7 April 2020 at 3:10PM, I obtained the contact details for Fair Value Solar and called them to request a quote for solar panels. I provided my contact details to a representative over the telephone and was advised that I would receive a call back from an installer of solar panels.
12. On 7 April 2020 at 3:28PM I received a call from a person who identified themselves as [REDACTED] at Fair Value Solar.

13. I instructed [REDACTED] that I wanted a quote for solar panels for my house. I told [REDACTED] that my partner and I were interested in obtaining rough prices to see if it falls within our price range.
14. [REDACTED] asked me for my address. I instructed [REDACTED] that I was not comfortable giving him my complete address but I lived in Greensborough, in a single storey house, with a tiled roof that was north facing.
15. [REDACTED] advised that he could not give me a specific quote without obtaining my address as he needed to see my roof to understand the number of solar panels which would fit on it and how they could be positioned. [REDACTED] advised that this would impact the amount of Kwh he would be quoting for.
16. I advised that I had spoken to a friend and she had a 6kW solar panel with a 5kW inverter. I instructed [REDACTED] that I was hoping to know the price for this kind of system.
17. [REDACTED] advised that normally a 6kW solar panel system with a 5kW inverter would cost \$7,000.00-\$8,000.00.
18. I asked [REDACTED] if this is considered middle of the range pricing for solar panels. [REDACTED] advised that it was.
19. [REDACTED] further advised that from this \$8,000.00 price, I could obtain a federal rebate of \$3,000.00 and a state rebate of \$1,888.00. He instructed that I could obtain a no interest loan from Solar Victoria for a maximum value of \$1,888.00 which could be paid over 48 months at \$39.33 a month. [REDACTED] said I would pay the remaining price up front with Fair Value Solar. He advised that the remaining price after the rebates and the loan ranges from \$7,00.00 - \$1,000.00
20. [REDACTED] advised that to be eligible for the rebate, the value of my house had to be under three million dollars and my partner and I had to earn less than a combined income of \$180,000.
21. [REDACTED] instructed that Fair Value Solar facilitates loans through Solar Victoria. He advised that when I receive a quote, I will need to provide a few documents such as identity documents and a tax assessment to determine eligibility for the rebate. [REDACTED] advised that I would receive an email from Solar Victoria with respect to the loan offer and that loans are approved within 2-3 days.
22. I ended the call at 3:37PM advising that I would speak to my partner about the quote.

23. On 7 April 2020 at 4:24PM, I called [REDACTED] from Fair Value Solar to obtain information about finance provider options. [REDACTED] explained that he did not have that information on him at the time but that he would ask his colleague [REDACTED] to give me a call.
24. On 7 April 2020 at 4:51PM, I received a call from a person who identified themselves as [REDACTED] from Fair Value Solar. [REDACTED] asked what type of meter I had and whether it was a single or three phase meter. I instructed [REDACTED] that I was unsure.
25. [REDACTED] advised that most houses have single phase power and that for houses with a three phase inverter there is an extra cost as they have to update the inverter.
26. [REDACTED] asked for my address to provide an exact quote. I advised [REDACTED] that I was not comfortable providing my address. [REDACTED] then instructed that:
- a. The price of a 6kW system with a 5kW inverter is around \$5,000.00 (if I have a single phase meter)
  - b. I could get a rebate of \$1,888.00 off this price.
27. I asked him whether it would be more expensive to go with finance than the principal price and whether the finance involved interest. [REDACTED] then provided me the following information:
- a. Fair Value Solar's finance provider was called Humm;
  - b. There would be additional charges going with a finance provider and that they wouldn't be able to provide the same value compared to paying up-front;
  - c. The solar panel system would be discounted if I paid up-front rather than obtaining finance. [REDACTED] did not provide the amount of the discount;
  - d. Humm did not charge interest but it did charge an \$85.00 establishment fee and an \$8.00 monthly account fee which is included within the total monthly instalment payment;
  - e. There are finance plans for one, two or three year payment options.
28. [REDACTED] advised that I could use the Solar Victoria loan and get finance to pay the remaining balance. [REDACTED] advised that if I chose a one year payment plan, it would equate to roughly

the same price as paying up front but with a longer payment plan it would be more expensive.

29. [REDACTED] also informed me that I could pay the balance amount on a credit card and he would waive the credit card surcharge fee for me.
30. I advised that I would consider the payment plan options and speak to my partner. I ended the call at 5:07PM.

### **Nemco (NSW)**

31. On 9 April at 11:10AM, I obtained the contact details for Nemco Solar and called them to request a quote for solar panels. I explained that I was calling to get a rough quote on solar panels for my house.
32. A person who identified themselves as [REDACTED] from Nemco Solar asked me a number of questions including:
  - a. Where I lived?
  - b. Whether I had a single phase system?
  - c. How much my last bill was?
33. I advised [REDACTED] that I lived in NSW and had a single phase system. I advised him that my last monthly bill was about \$90.00. [REDACTED] suggested that I would be paying around \$270.00-\$300.00 a quarter. I said yes.
34. [REDACTED] advised that the maximum system I could get would be a 6.6kW panel system. He said on this system I could save about \$100.00 - \$300.00 a quarter on my energy bill, which means a saving of \$500.00 - \$1,500.00 a year. [REDACTED] advised that this means I may be in a net positive position on my energy bill.
35. [REDACTED] said that their base package is \$4,000.00 - \$4,500.00 and their best package is \$6,000.00 - \$7,000.00. [REDACTED] explained that the solar panels on the roof generate energy which is then, through an inverter, converted into electricity for the house.
36. [REDACTED] advised that there is a 30 year performance warranty across all products. He advised that there is also a product warranty and this is what varies the price across the product ranges. [REDACTED] advised that their products have warranties ranging from 10 years to 25 years.



37. I asked [REDACTED] for the price of the middle of the range system. [REDACTED] advised that this would be about \$5,000.00 or between \$4000.00 to \$6000.00 and would normally pay itself off within 2-3 years. He could provide a more exact quote via email if I provide him my address.
38. I explained I was not comfortable giving my address but provided [REDACTED] my email address to obtain a rough quote.
39. I asked [REDACTED] if there were payment options. [REDACTED] advised that:
- a. Nemco can offer flexible finance plans of 6 months to 60 months;
  - b. He would provide the finance options in the quote;
  - c. The quoted price includes the government rebate;
  - d. I also had the option of applying through my bank to get a loan as interest rates are low at the moment.
40. I asked [REDACTED] if it would be more expensive going through finance. [REDACTED] said it would cost more to go through finance as they charge interest of between 3-7%. I asked [REDACTED] if he could put this information in the quote. [REDACTED] said he would email me today.
41. I thanked him for his time and ended the call at 11:24AM. As of 15 April 2020, I had not received the quote via email.
42. On 17 April 2020 at 11:26AM, I called Nemco Solar to follow up on the email quote. I explained that I had called last week about obtaining solar panels on my house but had not received a quote via email.
43. [REDACTED] from Nemco solar said he remembered my enquiry and apologised for not sending the email. He said he would send it today.
44. [REDACTED] asked what solar panel system I was after. I confirmed I was after a 6.6kW system with a 5kW inverter and that I was just after a rough price for this system. [REDACTED] said I would be looking at a principal price around \$5,000.00.
45. I asked [REDACTED] which finance providers Nemco went through. [REDACTED] provided me the following information:

- a. Nemco offered the finance provider Brighte which charged interest of 4-7% and they also offered Zip Pay;
  - b. It would be more expensive to go through finance than paying upfront. The overall price would be higher than the principal price of \$5,000.00;
  - c. Interest free finance providers, in reality, do charge interest, it is just absorbed into the total price;
  - d. I should consider getting a personal loan through my bank if I wanted to obtain finance as interest rates on bank loans are much lower.
46. I advised [REDACTED] that I had heard about Zip Pay and thought it was interest free. [REDACTED] advised that it is technically interest free but there are extra costs of around 2% on the \$5,000.00 which is absorbed by the provider and passed onto the consumer through the instalments.
47. [REDACTED] asked whether I had a preference for the finance options and whether I had looked into obtaining a bank loan. I advised that I had not yet researched options for a bank loan and that I was interested in understanding which finance provider offered by Nemco offered the best deal. I explained I wanted to know the difference in the total price if I went through the finance providers compared to the up-front price.
48. [REDACTED] advised that he would put this information in the quote and send it through today. [REDACTED] asked if I was interested in obtaining a particular warranty with the solar panel. I explained I wanted to know the price for the minimum warranty offered by Nemco. [REDACTED] said he would also include this in the quote.
49. I thanked [REDACTED] for his time and ended the call at 11:36AM.
50. On 20 April 2020 at 1:35PM, I received an email from [REDACTED] at Nemco Group attaching a quote [EXHIBIT EB-4]. The email set out three finance options as follows:
  - **Option 1: No Finance, Direct Payment**
    - Total: Price (Pro Package 1): \$4400
    - 20% deposit: \$880
    - Remaining 80% due at system install: \$3520
  - **Option 2: Finance through our Partners**
    - Deposit: \$880

- Remaining amount is financed with term repayment options as shown below:

Term	Fortnightly Repayments	Min. Total Payable (inc. interest & deposit)
6 months	\$290.64 / fortnight	\$4,658.32
12 months	\$149.30 / fortnight	\$4,761.76
24 months	\$80.12 / fortnight	\$5,046.08
48 months	\$56.06 / fortnight	\$5,252.96

- \$0.00 application fee \*\*
- \$1.00 weekly account keeping fee
- \$4.99 late payment fee
- \*Subject to approval with Finance Partner/s
- **Option 3: Home Loan Finance**
  - Total Price (Package 1): \$4400
  - 20% deposit: \$880
  - Remaining amount is financed with term repayments added to your existing home loan repayment
  - It may make more financial sense to organise finance through your bank as the current bank interest rates are quite competitive (2.2% - 4%)

### **Sunboost Solar (NSW)**

51. On 9 April 2020 at 2:06PM, I obtained the contact details for Sunboost and called them to request a quote for solar panels. I explained that I was calling to get a rough quote on solar panels for my house.
52. A person who identified themselves as [REDACTED] from Sunboost requested the following information:
  - a. How I found Sunboost;
  - b. My address;
  - c. Where I was calling from;
  - d. Whether I had a single or double storey house;
  - e. Whether I had a single phase system;

53. I advised that I located their details on a google search. I did not feel comfortable providing my address at this stage but lived in Epping, NSW, postcode 2121, in a single storey house with a single phase system.
54. [REDACTED] asked if I was interested in a 6.6kW system, to which I instructed that I was. [REDACTED] advised:
- a. The cost for 6.6kW panel system was \$3,991.00 including installation;
  - b. Sunboost have a promotion that the finance price is the same as the up-front cash price, both are \$3991;
  - c. This promotion started 6 April 2020 and is to assist people to afford solar panels during COVID-19 pandemic;
  - d. I would need to pay a deposit of \$100 and the remaining \$3891 would go on finance and divided into 36 monthly instalments of \$108 a month or \$54 a fortnight
  - e. Sunboost's finance provider is Brighte;
  - f. Normally going with finance would be more expensive at total price of \$4891.00.
55. [REDACTED] advised that Sunboost Solar would match any price within 30 days of the quote. He also advised that the finance was interest free.
56. [REDACTED] asked if I worked full-time. I said I did. [REDACTED] advised that I should be able to get finance.
57. [REDACTED] confirmed that there was no price differentiation if I went with finance or paid cash up-front as the price for a 6.6kW system would still be \$3,991.00. He said normally paying on finance would make the total price \$4,891.00.
58. I asked [REDACTED] about the terms of the finance. [REDACTED] advised that there was a monthly fee of \$4.00 but there was no application fee and no interest charged.
59. [REDACTED] asked when I would be wanting to install the solar panels. I instructed I did not have a specific timeframe in mind. I asked [REDACTED] if he could send me the rough prices via email.

60. [REDACTED] said he would send me an email of the rough prices for a 6.6kW system. He also advised that if I called back before 6pm he would honour the deal of \$3,991.00 and I just had to pay the \$100.00 deposit. I thanked him for this information and ended the call at 2:22PM.

61. On 9 April 2020 at 4:07pm, I received an email from [REDACTED] at Sunboost attaching a quote [EXHIBIT EB-5]. The email set out the quote price as follows:

Panels + Inverter	Standard Price	Today's Discount	Discounted Cash Price	Meter Phase
20 Astroenergy 330 watts panels + 1 Phase Solis 5 kw inverter	\$4891	\$900	\$3991 with Finance 36 months	1-Phase

62. On 30 April 2020 at 1:14PM, I called SunBoost Solar with a question in regards to the quote I obtained and was directed to [REDACTED] from SunBoost Solar.

63. [REDACTED] confirmed the following information:

- a. The upfront fee without finance is \$3,991.00;
- b. The finance price is also \$3,991.00;
- c. The finance obtained would be \$3,891.00 as I need to pay a \$100.00 deposit;
- d. SunBoost use two finance providers Brighte and Certegy Ezzy Pay;
- e. Both finance providers are offering this deal of 36 month interest free plan for total price of \$3,991.00;
- f. This involves instalments of \$52.00 per fortnight which equates to \$104.00 a month plus the \$4.00 account keeping fee.

64. [REDACTED] advised that he was being honest and up-front about this deal and there were no hidden charges or extra costs, it was all included in the quoted price. He explained that they were matching the finance price with the up-front price because they wish to assist people to obtain solar panels during COVID-19 pandemic.

65. [REDACTED] suggested that this deal might end soon as it was the end of the month. He asked if I wanted to take the deal. I said I would speak to my partner.

66. █████ said he could match any price I obtain. He asked if I was interested in paying cash or obtaining finance. I explained that I wanted to know which option was cheaper.
67. █████ then offered me a cash price for the 6.6kW system with 5kW inverter for \$3,400.00. I ended the call at 1:26PM, explaining I needed to return to work.

### **More Green Energy (NSW)**

68. On 9 April 2020 at 10:14AM, I obtained the contact details for More Green Energy and called them to request a quote for solar panels. I explained that I was calling to get a rough quote on solar panels for my house.
69. A person who identified themselves as █████ from More Green Energy asked for my address and whether my house was single storey and had a single phase meter. I explained that I was not comfortable providing my address but I lived in Epping, NSW, postcode 2121, have a single storey house with a single phase meter.
70. █████ advised that at the moment More Green Energy was offering a deal which comes with a 20 year replacement warranty and 25 year performance warranty on 21 panels with a 5kW inverter. The price for this system was \$2,699.00.
71. I asked █████ whether this price included the rebate and █████ informed me that it did. I asked █████ to explain the payment options. █████ informed me that:
- a. I could obtain finance for the quoted system priced at \$2,699.00;
  - b. More Green Energy used a finance provider called Sky Finance;
  - c. Sky Finance is offering a 6 month interest free plan;
  - d. I would need to pay a \$200.00 deposit and the remaining \$2,499.00 over 6 months, interest free at \$417.00 a month.
72. At 2:25PM the call cut-out. At 2:26PM, █████ called my mobile number explaining that the phone line had cut out. I asked █████ to explain if there were any fees for obtaining the finance. █████ advised that:
- a. there were fees for obtaining the finance;
  - b. she would need to check the details and could email them to me.

73. I gave [REDACTED] my full name Elisa Sharp and provided her my email address. I asked if [REDACTED] could include information about the finance options for more than 6 month plans. [REDACTED] advised that this will have extra charges.
74. I thanked [REDACTED] for her time and ended the call at 3:31PM.
75. On 17 April 2020 at 10:07AM, I called [REDACTED] from More Green Energy on 0412 777 633, to follow up the quote she said she would email me.
76. On 17 April 2020 at 2:26PM, [REDACTED] returned my call. She explained that she had emailed me the quote on the day of my original call and that I should check my spam folder. After checking my spam folder, I located an email from More Green Energy attaching a quote **[EXHIBIT EB-6]**.
77. I confirmed with [REDACTED] over the phone the details of the written quote. [REDACTED] confirmed that:
- a. The total price for a 6.6kW system with a 5kW inverter, paying upfront was \$2,699.00;
  - b. On a 6 month plan, the total price was also \$2,699.00;
  - c. On a 24 month plan, the total price was more expensive at \$3,100.00;
  - d. Finance provider is Sky Finance;
  - e. I could have finance approved in two business days.
78. I asked [REDACTED] about the application fees or other fees on the 24 month plan. [REDACTED] advised that there were no hidden fees and that the total for the 24 month plan was \$3,100.00.
79. [REDACTED] was clear in distinguishing the 24 month plan as more expensive than the 6 month plan. She recognised the total price for the 24 month was \$3,100.00. However, [REDACTED] did not provide an explanation for this price difference despite my numerous questions seeking an explanation. She repeatedly advised that there were no hidden charges.
80. I thanked her for her time and ended the call at 2:35PM.
81. On 28 April 2020, I received an email from [REDACTED] at More Green Energy **[EXHIBIT EB-7]**. The email specified that six month interest free finance options were available.

## **Solar Secure (NSW)**

82. On 23 April 2020 at 3:34PM, I obtained the contact details for Solar Secure. I explained that I was calling to get a rough quote on solar panels for my house. A person who identified themselves as [REDACTED] from Solar Secure advised he would call me back shortly.
83. At 3:36PM [REDACTED] from Solar Secure called me. I explained that I was looking at getting a quote for solar panels on my house.
84. [REDACTED] asked for the following information:
- a. My address;
  - b. The suburb I live in;
  - c. Whether my house is single or double storey.
85. I explained that I was not comfortable providing my address at this stage. I informed him I lived in Epping, NSW, in a single storey house.
86. [REDACTED] asked if I was looking at obtaining a 6.6kW solar panel system with a 5kW inverter. I said yes. He then provided me the following information, noting I further asked him about finance options and any fees for finance:
- a. Solar Secure could provide a 6.6kW solar panel system came with a 5kW inverter for \$3,421.00;
  - b. This system came with a 10 year warranty and 25 year performance warranty;
  - c. Today, he could discount this system to a principal price of \$3,191.00 if I was to pay up front. [REDACTED] offered this discount unprompted;
  - d. Solar Secure go through a finance provider called Humm;
  - e. Humm can provide an 18 month plan on the price of \$3,421.00;
  - f. There is an \$85.00 establishment fee included in the instalments
87. [REDACTED] offered to email me the details and I gave him my email address. On 23 April 2020 at 3:45PM I received an email from [REDACTED] at Solar Secure attaching a quote [EXHIBIT EB-



8]. I confirmed that there is a \$200.00 deposit. [REDACTED] said this was correct and explained that:

- a. I would be getting finance for the \$3,221.00 (after the \$200.00 deposit); and
- b. An 18 month plan with Humm which was equivalent to 39 repayments at \$84.77 a fortnight, which included the \$85.00 establishment fee.

88. I noted that the quote said there was also an \$8.00 monthly account keeping fee. [REDACTED] advised that this was not included in the fortnightly instalment price quoted but was an extra cost per month.

89. I thanked him for this information and ended the call at 3:50PM.

90. On 2 May 2020, I received an email from [REDACTED] at Solar Secure [EXHIBIT EB-9] offering the 6.6kw solar panel system at a further reduced price of \$3021. The quote made no reference to finance.

#### **Arise Solar (QLD)**

91. On 8 April 2020 at 3:21PM, I obtained the contact details for Arise Solar and called them to request a quote for solar panels. I explained that I was calling to get a rough quote on solar panels for my house.

92. A person who identified themselves as [REDACTED] from Arise Solar asked if it was my first time making an enquiry for solar panels. I instructed that it was.

93. [REDACTED] asked for the following information:

- a. My address;
- b. Whether I was calling from Queensland;
- c. Whether my house was single or double storey;
- d. Whether my roof was tiled and whether the tiles were terracotta tiles;
- e. How I had found out about Arise Solar.

94. I explained that I was not comfortable providing my address at this stage but I lived in Ashmore Queensland in a single storey house with a terracotta tiled roof. I explained I found Arise Solar's details on the internet.

95. [REDACTED] advised that they usually recommend a 6.6kW solar panel system for residential houses. [REDACTED] informed me that Arise Solar is offering this system for the price of a 5kW solar panel system. [REDACTED] advised that obtaining solar panels is an investment for my house given that electricity is the most expensive utility. He said I could save \$500.00 - \$600.00 a quarter.
96. [REDACTED] advised that:
- a. The price for a 6.6kW solar panel system with a 5kW inverter, on their base package is \$4,139.00;
  - b. The price includes the rebate, the installation price and GST.
  - c. I would have to pay a deposit and then pay the remainder of the \$4,139.00 after installation.
97. [REDACTED] instructed that there may be some additional prices if my meter box is too old. He advised this would cost an extra \$250.00.
98. I asked [REDACTED] whether there were finance options to pay for the solar panels. [REDACTED] provided me the following information, after I further enquired about (i) whether the finance options included interest and (ii) how much the fees were:
- a. Arise Solar can provide finance plans for 21 months to 60 months with no interest;
  - b. Arise Solar use the finance provider Humm;
  - c. On a 21 month plan this would equate to \$97.00 a fortnight;
  - d. There is an \$8.00 monthly account keeping fee and an \$85.00 establishment fee;
  - e. On a 21 month plan the total price with finance is \$4,339.00 as opposed to the principal price of \$4,139.00;
  - f. I should easily be able to obtain finance if I earn or receive some sort of income even it is a pension;
  - g. He could provide me a senior's discount if I lived with a senior;
  - h. I would have a 10 business day cooling off period.

99. I asked [REDACTED] what the cost would be for a plan of more than 21 months. [REDACTED] informed me that the total cost of the system:
- a. On a 24 month plan, would be about \$92.00 a fortnight which is \$200.00 more expensive than the 21 month plan;
  - b. On a 60 month plan it would be about \$40.00 a fortnight which is \$300.00 more expensive than the 24 month plan.
100. [REDACTED] offered to provide this information in an email. I provided him my email address and ended the call at 3:45PM. As of 4 May 2020, I have not received an email from Arise Solar with a quote.

### **Instyle Solar (QLD)**

101. On 9 April 2020 at 10:14AM, I obtained the contact details for Instyle Solar and called them to request a quote for solar panels. I explained that I was calling to get a rough quote on solar panels for my house.
102. A person who identified themselves as [REDACTED] from Instyle Solar asked for the following information:
- a. My address;
  - b. How much my quarterly bills was;
  - c. What kind of system was I interested in;
  - d. Whether my house was single storey;
  - e. Was there shading at my house;
  - f. What kind of air-conditioning unit did I have, was it ducted;
  - g. What kind of water heating system did I have, electric or gas;
  - h. Whether I had a timeline for getting the solar panels.
103. I explained I was not comfortable providing this information but I was a home owner in Ashmore, Queensland. I advised that my quarterly bill was around \$500.00 and I was interested in a 6.6kW system. I explained that it was a single storey house, tiled roof that

was north facing, there was no significant shading at my house and I had ducted air-condition and my water was heated electrically.

104. [REDACTED] asked if my partner and I were employed to which I responded yes. [REDACTED] also asked me my main goal in obtaining solar. I said it was to save money on electricity bills.
105. [REDACTED] ended the call saying that a colleague would call me back later today. Call ended at 10:24am.
106. On 9 April 2020 at 4:53pm, a person who identified themselves as [REDACTED] from Instyle Solar called my mobile. [REDACTED] asked what kind of solar panel system I was looking for. I explained that I was interested in the 6.6kW system.
107. [REDACTED] advised that the 6.6kW system with the 5kW inverter is the most common system for home owners. He asked how I heard about Instyle Solar. I explained that I found their details on google.
108. [REDACTED] asked what my main aim was in getting solar panels. I explained that I wanted to save money on my electricity bills.
109. [REDACTED] advised me that Instyle Solar provided most middle of the range solar panel products and that it is the largest solar panel provider in Queensland, with a contract with Cosco. [REDACTED] advised that Instyle Solar had never been subject to any complaints with the ACCC.
110. [REDACTED] asked me the following questions:
  - a. How much was my quarterly electricity bill?
  - b. Was my house single or double storey?
111. I advised that I paid about \$500.00 a quarter and my house was a single storey, medium sized home with three bedrooms and with a north facing roof.
112. [REDACTED] advised that Instyle Solar can provide finance and between 30-80% of their customers go through finance. [REDACTED] advised that their finance provider was called Rate Setter. [REDACTED] instructed that they provide a competitive interest rate of 5.99% with payment options of 1-7 years.
113. [REDACTED] advised that if I require a meter upgrade this would involve an extra cost of up to \$1,100.00. However most homes do not require a meter upgrade.

114. [REDACTED] provided me the following information, going into the details of finance when I asked for this information:

- a. Instyle Solar can provide a 6.5kW solar panel system with a 5kW inverter for a principal price of around \$6,500.00;
- b. This principal price is after the rebate and included GST;
- c. Going through finance would be more expensive;
- d. Rate Setter can provide a 3 year payment plan with an interest rate of 5.99% per annum;
- e. The 5.99% interest would cost me \$48.00 a week;
- f. The 3 year finance plan is \$1,700.00 more expensive than the principal price;
- g. There is an application fee for the finance which will vary according to the amount of credit provided;
- h. There are no account keeping fees;
- i. It is better value to pay upfront.

115. I advised [REDACTED] that it would be helpful to have this information in an email quote. [REDACTED] asked for my address to which I insisted I was uncomfortable providing this information. [REDACTED] agreed to provide me a rough quote via email.

116. On 9 April 2020 at 6:13PM, I received an email from [REDACTED] at Instyle Solar attaching a quote **[EXHIBIT EB-10]**.

117. On 23 April 2020 at 11:35AM, I called [REDACTED] at Instyle Solar. I explained that I had received a quote from him a couple of weeks ago and was calling with a follow up question.

118. I explained that in the quote for the solar panel system, [REDACTED] quoted me a price of \$6,500.00 with a finance option of going through Rate Setter. I asked [REDACTED] whether Instyle Solar also provided a Zip Pay type option for finance. [REDACTED] provided me the following information:

- a. Instyle Solar do provide a buy-now-pay-later option;

- b. Instyle solar uses the finance provider Humm;
  - c. Instyle Solar recommend Rate Setter because whilst Humm claims to be interest free, the overall price for the system is more expensive;
  - d. Humm charges a merchant fee which can be an extra \$1,500.00 - \$2,000.00 front loaded onto the consumer;
  - e. While Rate Setter does charge interest, it allows the consumer to control how much extra cost they pay in interest. He advised that the quicker you pay it off, the less extra cost to the consumer;
  - f. Conversely, paying the instalments with Humm quicker does not change the overall price as it is already built into the instalments.
119. I confirmed with [REDACTED] that it would be more expensive to go through Humm than through Rate Setter. [REDACTED] advised that on the \$6,500.00 system he quoted me it would cost around \$7,400.00 to go through Humm, making it \$900.00 more expensive.
120. I thanked [REDACTED] for providing me this information. [REDACTED] advised that Rate Setter provided a competitive interest rate compared to other personal loans. I explained we had also received advice to go through bank loan. [REDACTED] instructed that it would only be cheaper by drawing on mortgage finance but most people don't like going through the hoops to get a few extra percent off their finance.
121. I thanked [REDACTED] for his time and explained I would speak to my partner. I ended the call at 11:43AM.

### **Your Choice Solar (QLD)**

122. On 8 April 2020 at 11:06AM, I obtained the contact details for Your Choice Solar and called them to request a quote for solar panels. I explained that I was calling to get a rough quote on solar panels for my house.
123. A person who identified themselves as [REDACTED] from Your Choice Solar asked if I was an existing customer or if I had obtained an assessment before. I advised that I was not an existing customer and had not had an assessment.
124. [REDACTED] asked me the following questions:

- a. Whether I could provide him my electricity bill so he could assess my potential savings;
  - b. How much did I pay in electricity per quarter;
  - c. When did I mainly use electricity;
  - d. How many tariffs did I pay;
  - e. How much did I pay per kilowatt;
  - f. Who my energy provider was;
  - g. How much my daily usage was;
125. I advised that I was not comfortable providing my electricity bill to him but advised that I paid about \$540.00 a quarter and mainly used electricity after work hours. I instructed that I paid one tariff, had a daily usage of 12kWh and my energy provider was Simply Energy. I instructed I paid 34c per kilowatt.
126. ■ advised that it may be worth changing electricity providers to bring down the cost before looking into solar panels.
127. ■ advised that I had two options:
- a. 3kW panels with a 5kW inverter; or
  - b. 6kW panels with a 5kW inverter.
128. ■ asked whether I was interested going through a finance provider. I advised that I was. ■ provided me the following information, noting that I prompted him to advise me of the finance fees:
- a. Your Choice Solar use a finance provider called Brighte;
  - b. Brighte does not charge interest but they do charge fees which are included in the overall price;
  - c. The principal price for 6.6kW panels and 5kw inverter is \$11,223.00;
  - d. This price is after the rebate of \$4,200.00;

- e. On a finance plan of 5 years, the \$11,223.00 system would equate to \$111.85 a fortnight;
  - f. Brighte does not charge an initial fee but it does charge a \$1.00 weekly account keeping fee and a \$4.99 late payment fee.
129. ■ informed me that other companies may quote a lower price of around \$8,000.00 but they would use a provider that charges interest.
130. ■ advised that the finance application can be made online. ■ offered to provide me a detailed quote via email but he would need my address. I explained that I was still not comfortable providing my address. I explained I lived in Ashmore, Queensland. I thanked ■ for his time and ended the call at 11:28AM.
131. At 11:39AM, I called ■ with another question and he advised that he would call me back shortly. At 11:43AM, ■ returned my call.
132. I explained to ■ that I forgot to ask whether it would be cheaper to pay up-front and if he could give me a rough price on this. After asking when I would be looking to install the solar panels, ■ informed him me that he could offer a cash upfront price of \$9,500.00.
133. I thanked ■ for his time and ended the call at 11:45AM.

### ***Solar Panel Providers Not Offering Buy Now Pay Later (BNPL) Finance***

#### **Solar Gain**

134. On 8 April 2020 at 4:20PM, I obtained the contact details for Solar Gain and called them to request a quote for solar panels. I explained that I was calling to get a rough quote on solar panels for my house.
135. A person who identified themselves as ■ from Solar Gain asked how much I understood about solar panels. I advised that I had a rough understanding.
136. ■ instructed that he would give me a brief explanation of how it works. He provided me the following information:
- a. The solar panels on the roof will generate power and this power, through an inverter will be converted into electricity which I can use for my house;



- b. Solar Gain can also provide a battery to store any unused power for night time use;
  - c. Solar panels aim to reduce the cost of electricity used during the day;
  - d. It is best to maximum all your activity requiring electricity during the day.
- 137. I asked ■■■ if he could tell me the price for the most common solar panel system they sell. ■■■ asked:
  - a. Was I calling from Victoria?
  - b. Was I eligible for the Rebate?
- 138. ■■■ advised that if my house was worth less than \$3 million and my partner and I earned less than \$180,000.00 in gross income, we would be eligible for the rebate. I advised that I live in Victoria and think I am eligible.
- 139. ■■■ advised that at the moment they have a special offer for a 6.6kW panel system, with a 5kW inverter. He enquired about my quarterly energy bill and I informed him that it was about \$500.00 quarter. He provided me the following information, detailing the finance options after I prompted him for this information:
  - a. The principal price for the system after the Victoria Government rebate is \$3,888.00;
  - b. I could obtain a loan of \$1,888.00 with Solar Victoria which involved instalments of around \$38.00 a fortnight;
  - c. Arise Solar provide finance through Rate Setter;
  - d. Rate Setter charges an interest rate of 7%;
  - e. There are no extra fees or charges with Rate Setter, just the interest rate.
- 140. ■■■ offered to send me an email with the quote but he would require my address. I advised that I was happy to get a rough quote as I wasn't comfortable providing my address. I instructed that I was calling from Greensborough which is about 45 minute drive from the city.

141. He asked whether my house was single storey. I advised that my house was single storey. [REDACTED] asked if my switchboard was old as there may be an extra cost if this is the case. I instructed that I did not think so.
142. I asked [REDACTED] to include the finance provider options in the quote so I could talk about it with my partner. [REDACTED] said he would provide both options. I thanked him for his time and ended the call at 4:32PM.
143. On 9 April at 5:14PM, I received an email from [REDACTED] at Solar Gain attaching a quote [EXHIBIT EB-11].
144. On 23 April 2020 at 12:04PM, I called Solar Gain. I explained that I had received a quote from [REDACTED] at Solar Gain and was calling with a follow-up question. A person who identified themselves as [REDACTED] from Solar Gain tried to put me through to [REDACTED] but he did not answer. [REDACTED] offered to assist me with my question.
145. I explained that [REDACTED] had provided a quote with a finance option through Rate Setter. I asked whether Solar Gain provided Zip Pay model type finance as well. [REDACTED] provided me the following information:
- a. Solar Gain do not provide interest free or buy-now-pay-later models of finance;
  - b. Solar Gain used to go through Certegy Finance but that the total price to the consumer was more expensive so they stopped providing this option;
  - c. The overall price of 'interest free' finance providers is more expensive.
146. I thanked [REDACTED] for her assistance. She said Rate Setter was an excellent provider and could support payment plans that work within my budget. I ended the call at 12:09PM.

### ***Other Solar Panel Providers Contacted***

#### **Oz Smart Energy**

147. On 7 April 2020 at 3:18PM, I obtained the contact details for Oz Smart Energy and called them to request a quote for solar panels. My call was directed to the mail box of Oz Smart Energy. I left a voice mail, providing my first name, mobile phone number and requested a call back for a quote on solar panels.

148. I have not received a call back from Oz Smart Energy. As a result, I did not obtain a quote from this solar panel provider.

#### **NRG7**

149. On 7 April 2020 at 4:48PM, I obtained the contact details for NRG7 and called them to request a quote for solar panels. My call was directed to the mailbox of NRG7. I left a voice message, providing my first name, mobile phone number and requested a call back.
150. On 8 April 2020 at 10:50AM, I again called NRG7 to request a quote for solar panels. I left another voice message, providing my first name, mobile phone number and requested a call back.
151. I have not received a call-back from NRG7. As a result, I did not obtain a quote for solar panels from this solar panel provider.

#### **Solar Naturally**

152. On 9 April 2020 at 10:43AM, I obtained the contact details for Solar Naturally and called them to request a quote for solar panels.
153. A person who identified themselves as [REDACTED] from Solar Naturally answered the call and asked for my contact details. She advised that a consultant from Solar Naturally would give me a call back to provide me a quote.
154. I did not receive a quote from Solar Naturally as I did not receive a call-back.

#### **Hello Solar**

155. On 14 April 2020 at 2:15PM, I obtained the contact details for Hello Solar and called them to request a quote for solar panels. My call was directed to the mail box of Hello Solar. I left a voice message, providing my first name, mobile phone number and requested a call back.
156. I did not obtain a quote from Hello Solar because my colleague Katherine Ross, who I understand to also be providing an affidavit in this proceeding, was able to speak to Hello Solar before they returned my call.

**Green Ultimate Pty Ltd**

157. On 23 April 2020 at 2:50PM, I obtained the contact details for Green Ultimate Pty Ltd and called them to receive a quote for solar panels. My call was directed to the mail box of Green Ultimate Pty Ltd. I left a voice message, providing my first name, mobile phone number and requested a call back.
158. I did not receive a call back from Green Ultimate Pty Ltd. As a result, I did not obtain a quote from this solar panel provider.

AFFIRMED by the deponent  
at Melbourne on 4 May 2020

Elisa Bolzonello.....

.....  
Before me:

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

**Certificate identifying exhibit**

This is the exhibit marked **EB-1** now produced and shown to Elisa Jane Bolzonello at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit

Elisa Bolzonello

**MEMO**

**To:** Maurice Blackburn

**From:** Ursula Noye

**Date:** 31 March 2020  
Request for pro bono assistance  
Consumer evidence - ACT 1 of 2019

**Re:** Our ref 495916

---

**1. Summary**

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

**6. Parties and representatives**

- FlexiGroup Ltd (ACN 122 574 583) - Applicant for review of the Determination – Represented by Clayton Utz

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

## 7. Assistance sought

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

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

## 9. Proposed methodology

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

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

## 18. Contact

19. Please advise CALC, contact details as follows:

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

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

## 20. Attachments

21. We attach the following documents for your information:

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



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

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

**Certificate identifying exhibit**

This is the exhibit marked **EB-2** now produced and shown to Elisa Jane Bolzonello at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit  
Elisa Bolzonello

## Solar Panel Secret Shopping

### Draft script

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

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

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

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

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

**Certificate identifying exhibit**

This is the exhibit marked **EB-3** now produced and shown to Elisa Jane Bolzonello at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit

Elisa Bolzonello

**List of 12 Australian solar providers:**

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

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

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

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

**Certificate identifying exhibit**

This is the exhibit marked **EB-4** now produced and shown to Elisa Jane Bolzonello at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit  
Elisa Bolzonello



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

## RE: Your Solar Report & Pricing

**Nemco Group** <contact@nemcogroup.com.au>  
 Reply-To: Nemco Group <contact@nemcogroup.com.au>  
 To: Elisa Sharp <ksesharp@gmail.com>

Fri, Apr 17, 2020 at 9:32 PM

Hi Elisa,

Thanks for your patience - it's an incredibly busy time of year for us.

As discussed, please find attached your solar report along with the recommended systems and pricing.

Please note that the brands offered are among the highest quality available in the Australian market, with differences of each outlined inside your report.

If you were looking for a more budget-friendly package, I would be able to recommend an alternative - please let me know. If the platinum package is within your price range, I can also run the repayment calculations for you.

I've offered you our best rate upfront and the pricing and I can back the pricing with a 3-day (due to STC fluctuations) price-beat guarantee for a like-for-like installation from a similar reputable installer.

In regards to financing, please see below:

- **Option 1: No Finance, Direct Payment**
  - Total: Price (Pro Package 1): \$4400
  - 20% deposit: \$880
  - Remaining 80% due at system install: \$3520
- **Option 2: Finance through our Partners**
  - Deposit: \$880
  - Remaining amount is financed with term repayment options as shown below:

Term	Fortnightly Repayments	Min. Total Payable (inc. interest & depo
<b>6 months</b>	\$290.64 / fortnight	\$4,658.32
<b>12 months</b>	\$149.30 / fortnight	\$4,761.76
<b>24 months</b>	\$80.12 / fortnight	\$5,046.08
<b>36 months</b>	\$56.06 / fortnight	\$5,252.96

- \$0.00 application fee \*\*
- \$1.00 weekly account keeping fee
- \$4.99 late payment fee
- \*Subject to approval with Finance Partner/s

- **Option 3: Home Loan Finance**
  - Total Price (Package 1): \$4400
  - 20% deposit: \$880
  - Remaining amount is financed with term repayments added to your existing home loan repayment
  - It may make more financial sense to organise finance through your bank as the current bank interest rates are quite competitive (2.2% - 4%)

Due to the fluctuating price of the STC rebate, I can guarantee these prices for you until an installation day before the 15th of April – after which there would be a variance depending on the STC price at that time (it is currently at 96% maximum price).

Please also note that your installation will be completed by [REDACTED] and his team, a very experienced installer who uses only the highest quality components with no shortcuts whatsoever, and stands by his installations – having installed hundreds of solar systems from small 5kw residential to 100+ kw commercial systems for the past 7+ years.

Feel free to call me anytime to discuss any of the package options and to select an installation date.

Regards,

(02) 9159 6000

[contact@nemcogroup.com.au](mailto:contact@nemcogroup.com.au)

[nemcogroup.com.au](http://nemcogroup.com.au)

NSW | VIC | QLD | WA | SA | TAS | ACT | NT

Suite 3, Level 27, Governor Macquarie Tower

[1 Farrer Place, Sydney NSW 2000](#)



*Neurox United Pty. Ltd. (trading as Nemco Group) operates a website platform to connect Customers with independent Solar Service Providers via our website/app and email.*

*Full terms and conditions can be found on our website: [www.nemcogroup.com.au/terms](http://www.nemcogroup.com.au/terms)*



**Smart Solar Report Apr - Elisa Sharp.pdf**

2714K



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

**Certificate identifying exhibit**

This is the exhibit marked **EB-5** now produced and shown to Elisa Jane Bolzonello at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit

Elisa Bolzonello



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

## Sunboost Solar - 6.6 kW System with 330 watts mono half-cut panels

**Sunboost** <[REDACTED]@sunboost.com.au>  
 To: "ksesharp@gmail.com" <ksesharp@gmail.com>

Thu, Apr 9, 2020 at 4:07 PM

Dear Elissa,

Greetings from **Sunboost Solar**, 1 of the largest retailers in the country.

You will be happy to notice the prices below under our marketing promotions.

We are covering residential, retail and commercial sectors in the solar market.

### Considering Single Phase Meter:

Panels + Inverter	Standard Price	Today's Discount	Discounted Cash Price	Meter Phase
20 Astronergy 330 watts panels + 1 Phase Solis 5 kw inverter	\$4891	\$900	\$3991 with Finance 36 months	1- Phase

The government rebates are discounted from the price offered as we claim it on your behalf.

### Price Covers:

- 20 Astronergy 330 watts **Premium Tier1 Panel**
- 1 Phase Solis 5 kw Inverter
- Installation
- Meter Documentations
- In-built wifi to monitor the system

### Warranties:

- 25 Yrs. Performance warranty on Panels (**Highest warranty on the panels**)
- 15 Yrs. Product warranty on Panels
- 10 Yrs Product warranty on Inverter
- 1+9 Yrs. Workmanship Warranty on Installation

**\* Please note that we have more than 20 brands of solar panels with us and the inverters so in case of any preferences, feel free to share your thoughts and I will quote you accordingly.**

\* I assure you complete transparency & best service throughout your solar journey. Please call or email me if you have any queries.

Please call or email me if you have any queries.

Thanks & Regards

Thanks & Regards



**Sr. Energy Consultant**  
 02 8367 6008

**T: 1300 786 266**

**E:** [REDACTED]@sunboost.com.au

**W:** <https://www.sunboost.com.au>

**A:** Suite 2/Level 1, 65 Doody Street  
 Alexandria NSW 2015



**WHY MOST AUSTRALIANS PREFER SUNBOOST?**

- AUSTRALIA'S LARGEST SOLAR COMPANY**
- 1500+ FIVE STAR REVIEWS** PRODUCT REVIEW Google
- MOST TRUSTED SOLAR RETAILER**
- MCGRATH FOUNDATION NURSE FUNDING PARTNER**

**30 DAY PRICE PROMISE GUARANTEE**

**ALLAN BORDER**  
FORMER AUSTRALIAN CRICKET CAPTAIN

Disclaimer: The content of this email is confidential and intended for the recipient named in the message only. It is strictly forbidden to share any part of this message with any third party, without the written consent of the sender. If you are not the named addressee and received this message by mistake, please notify the sender and delete this email from your system immediately. Email transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or be incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message which arise as a result of email transmission.

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

**Certificate identifying exhibit**

This is the exhibit marked **EB-6** now produced and shown to Elisa Jane Bolzonello at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit

Elisa Bolzonello



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

## MORE GREEN ENERGY: QUOTATION

**MoreGreenEnergy** moregreenenergy@gmail.com>  
 To: ksesharp@gmail.com

Tue, Apr 14, 2020 at 3:38 PM

Hello Alisa,

Thank you for taking the time and speak to me today.

Please find below the Solar Quotation for **2121 NSW**

**As per telephonic conversation, Please find quotation of 6.6 kw system below.**

After reviewing the quote if you have any question please do let me know so I can assist you further.

We, as More Green Energy has been installing solar power to many satisfied customers across Australia for the past 5 years and from last 4 years we have been ABN registered company. We offer good quality, quick and reliable service at a very competitive price. We customize your solar system to suit your daily requirements.

**MOST IMPORTANTLY-All our Installers and Level 2 Electricians are CECA (Clean Energy Council Accredited. We always ensure that every individual gets exceptional professional service.**

Currently, we are promoting **"The Australian company product MSquare Panel"** And we got **EXCLUSIVE Introductory** special price.

### What is an advantage to go with MSquare panels?

MSquare Panel	Other Market Standard Panel
Ø Panel from Local Australian Provider	Ø Only Temporary distributor are local, all the panel producers are in China
Ø 20 Year Product Warranty, double then market standard available.	Ø 10 to 15 Year Product Warranty
Ø CEC, TUV and SUD approved	Ø Might be same
Ø Warranty support is available from local Australian company	Ø No Local Office and Warranty Provided is by Temporary distributors only.
Ø Can get the chance to visit the company who provided panels in order to build your trust in quality and reliability.	Ø Not at all possible.

### Solar System 6.6 kW

Size	Panel	String Inverter	Number of Panels	Approx. production	Fully Installed Price
<b>6.6 KW</b>	<b>Msquare 315 Watt Mono-Crystalline</b> 19.7% efficiency on panels 25 years of performance & <b>20 years of product warranty</b> <b>Manufacture in China</b>	<b>GROWATT 5 KW Single Phase Inverter</b> German Design IP65 Rated 10 years of product warranty Battery compatible + Wi-Fi Monitoring	17 + 4 Panels FREE	25-30 KWH Production	<b>\$2699.00</b>

### Option 1: 6 Months Finance

**Msquare 315W x 21 Panels with Growatt 5 kw Single Phase Inverter Fully installed @ \$2699.00**

**Deposit: \$200.00**

**Finance: \$417 per Month for 6 Months.**

And

### Option 2: 24 Months Finance

**Msquare 315W x 21 Panels with Growatt 5 kw Single Phase Inverter Fully installed @ \$3100.00**

**Deposit: \$200.00**

**Finance: \$121 per Month for 6 Months.**

**PRICE INCLUSIONS**

- Standard Installation
- Installation of the system by CEC accredited electrician
- Workmanship
- Government rebates
- Surcharge
- Visiting Charges
- Testing and Commissioning and Wi-Fi monitoring It allows you to monitor your daily production by a single Click on your mobile phone via an App
- Warranties as mentioned below
- Meter application will be done by us and it will be replaced/reprogram by energy provider

**Warranty on Panels & Inverter:**

20 Years of panels replacement warranty (Highest warranty compare to other standard product in same segment)

25 Years of panels performance warranty

10 Years of Inverter warranty

10 years of workmanship warranty

**NO HIDDEN COST FULLY INSTALLED PRICE**

All prices quoted are inclusive of GST

The above-mentioned price is for cash purchases ONLY.

**REAL-TIME WI-FI MONITORING:** It allows you to monitor your daily production by a single click on your mobile phone via an App.

· **Meter connection:** Pre-approval and replacement application will be done by our end and replacement will be done by the energy provider.

-Why Meter replacement? to get feed-in tariff (whatever Exceed energy you will send back to the grid you will get credit from your energy supplier)

· **Price beating policy:** Share the quote from other solar company with us and we will beat it by \$100 and give you the same product at any point in time. If you have any specific requirements apart from what I have quoted you, Allow me to quote for the other products.

· **Procedure of installation:** once you made a decision \$300 deposit required and remaining payment on the day of installation. Once you pay the deposit we require Meter box photo, energy bill copy, and sign contract. The process will then be followed by meter application which usually can take 3-4 weeks and as soon as we get the approval from the energy provider we then book the Installation date, hence the whole process may take from 6-8 weeks of time

Kindly note that we provide very competitive prices and the quote provided is all-inclusive of materials, installation, and regional charges.

Should you still require any further assistance, feel free to get in touch with me on my direct Line 0286070916 and we would be more than happy to assist you.

Thank you.

**We do offer other brands of panels:** LG, Sunpower, Trina, Qcell, Seraphim, Risen, Jinko, Talesun, Longi, JA, ET, etc  
**Inverter:** SMA, Sungrow, Fronius, ABB, Solis, Enphase, Solaredge, etc

**Kind Regards**

[Redacted Signature]

**96-100 Toongabbie Rd, Gurrwee, NSW 2145**

**M:** [Redacted Phone Number]

**E:** [Redacted Email]@moregreenenergy.com.au

**W:** <http://moregreenenergy.com.au>

**2 attachments**



**MS-315-M60.pdf**  
498K



**Growatt 2.5-5.5KMTL-S 2018 英文官网.pdf**  
221K

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

**Certificate identifying exhibit**

This is the exhibit marked **EB-7** now produced and shown to Elisa Jane Bolzonello at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit  
Elisa Bolzonello



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

## MORE GREEN ENERGY: MONTH END SPECIAL 6.6 KW @ \$2499

MoreGreenEnergy <[REDACTED].moregreenenergy@gmail.com>  
Bcc: ksesharp@gmail.com

Tue, Apr 28, 2020 at 2:34 PM

**Hello**

Hope you are doing Great Today!

This is [REDACTED] from More Green Energy, Below is the Quote for 6.6kw Solar System (Tier 1 - Top Ranking Panels)

**\* Quotation includes the below\***

Ø The system comes with WIFI monitoring which allows to check you're Daily Production,

Ø It will be 100% Battery Compatible System which allows you to attached Battery in Future without any Hesitation.

Ø **Free Panels are Subject to the Area of Installation, so there is No Cash Refund for Free Panels,**

**\*OFFER VALID TILL APRIL-30-20220.**

**6.6KW**

MONO-CRYSTALLINE BLACK Panels, Efficiency 19.2+%

**MSQUARE 315w** x 21 Panels (17 + 4 Panels Free)

25 Years of Performance Warranty & 20 Years of Replacement Warranty

Tier 1 Growatt/Goodwe 5KW Inverter (Wifi Monitoring + Battery

Compatibility) @ **\$2,499** - Fully Installed

German SMA/ Italy ABB 5KW Inverter (Wifi Monitoring + Battery

Compatibility) @ **\$3,299** - Fully Installed

> Double Story Extra= \$200

> 3 Phase Inverter Extra= \$300

> Regional Extra - If Applicable

**FINANCE OPTION AVAILABLE :**

> We do have Finance Option available, where-in we provide 6 Months of Interest Free Finance and options are available till x 36 Months

> SOLAR METER APPLICATION WILL BE TAKEN CARE BY US - (MORE GREEN ENERGY)  
- With NO EXTRA COST.

> IT WILL BE ONLY \$100 TO SIGN UP AND REST OF THE AMOUNT ON THE DAY OF INSTALLATION.

**WARRANTIES : -**

25 Years of Performance Warranty on Panels

20 Years of Replacement Warranty on Panels

10 Years of Replacement Warranty on Inverter

10 Years of Installation Warranty on Kits, Rail & Fittings

**10 YEARS WHOLE OF SYSTEM WARRANTY from MORE GREEN ENERGY**

**PRICE INCLUSIONS :**

- Standard Installation
- Installation of system by CEC accredited electrician
- Solar system will connected to the Grid
- Workmanship warranty
- Government rebates



- Visiting Charges
- Testing and Commissioning
- Warranties as mentioned below
- Meter application will be done by us to allow energy provider to change your meter.

**NO HIDDEN COST FULLY INSTALLED PRICE**

All prices quoted are inclusive of GST

The above-mentioned price is for cash purchases ONLY.

**Installers:**

All our Installers are LEVEL 2 ELECTRICIAN and CECA Certified(Clean Energy Council Accredited) We always ensure that every individual gets an exceptional professional service.

- **PROUD MEMBER OF CLEAN ENERGY COUNCIL**

**PLEASE FIND THE ATTACHED CERTIFICATE BELOW for PROOF.**

- CEC\_memberCertificatePDF

**Procedure of Installation:**

Once you make decision **\$100** deposit required and remaining payment on day of installation.

Once you pay deposit we will send you the contract paper along with the payment receipt, do sign the contract paper and send us back along with Meter box photo and Energy Bill copy,

- Process will then be followed by meter application , you can expect your installation within 4-6 weeks.

**Bank Details:**

Bank Name : ANZ

A/C Name : More Green Energy Pty Ltd

BSB : 012 - 083

A/C No. - 399043482

**Refund Policy:**

If you wish to Cancel the Order Deposit is **FULLY REFUNDABLE** - Under 10 Days of Cooling of Period.

Due to unavoidable circumstances if we weren't able to Install - Deposit Amount is **FULLY REFUNDED.**

We are even willing to beat any Quote by \$100 provided by Competitors comparison on **APPLE to APPLE BASIS.**

**AFTER SALES SERVICE:**

- First point of contact will be More Green Energy for any error in system.
- Fast warranty replacement.
- Queries resolve within 24- 72 hours.

Please find attached the detailed description of the Panel & Inverter.

If you have any questions, please feel free to contact me to the number provided below, And I will be More than Happy to Assist you further with the Same.

Looking forward to your prompt and positive revert, I would really Appreciate if you Acknowledge this email advising you have received the Quote

**Cheers**

**Kind Regards**

M: [REDACTED]  
E: [REDACTED]@moregreenenergy.com.au  
W: http://moregreenenergy.com.au

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**5 attachments****CEC\_memberCertificatePDF.pdf**

75K

**MS-315-M60.pdf**

498K

**Goodwe Inverter.pdf**

874K

**Growatt 2.5-5.5KMTL-S 2018 英文官网.pdf**

221K

**ABB REACT-3.6-4.6\_BCD.00386\_EN\_RevH.pdf**

275K

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

**Certificate identifying exhibit**

This is the exhibit marked **EB-8** now produced and shown to Elisa Jane Bolzonello at the time of affirming her affidavit on 4 May 2020

Before me:

Signature of person taking affidavit  
Elisa Bolzonello



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

---

**Solar Secure Bill Buster 6.6 kW System !!**

---

**Solar-Secure** @solar-secure.com.au>  
To: ksesharp@gmail.com

Thu, Apr 23, 2020 at 3:44 PM

Dear Elisa,

Thank you for taking the time to contact **Solar Secure**.

One of the fastest-growing Solar System Companies in Australia!

We are pleased to present to you this preliminary proposal based on the information we received from you.

This proposal is for a **6.6 kW** Solar Power System. < **Currently on Special**

All we need is to get approvals on the way so we are ready to install.

**SOLAR SECURE 6.6 kW PREMIUM PACKAGE DEAL**

<b>20 x 330W Seraphim Solar Panels (Tier 1)</b>
✓ Half Cut Mono - Blade Series
✓ 15 Years Product & 25 Years Performance Warranty
<b>1 x 5 kW Growatt Inverter</b>
✓ Inbuilt WiFi for Monitoring
✓ 5 + 5 Years Extended Warranty

**\$3421 Fully Installed**

Below is the finance option if you want to go with that:

**SOLAR SECURE PAYMENT PLAN (This Month Special Deal)**

6.6kW Solar System

Deal Price- \$3421

20 x Seraphim 330W Half Cut Solar Panels

1 x Growatt Single Phase Inverter

Minimum \$200 Deposit

Finance Amount: \$3221

\$84.77/Fortnight for 18 Months i.e. 39 Repayments

Includes \$85 Establishment Fee

\$8/Monthly Account Keeping Fee to be Paid Separately

T&C's Applies

Payment Term offered by Humm & Credit Criteria Applies.

### **Why Choose SOLAR SECURE?**

- One of the Top 5 Companies in the Australian Solar Industry as per Product Review with 4.7 star out of 5 star.
- We only use Top Quality Products offering class leading performance.
- All our products offer Local Australian Service & Support to ensure that your warranty is taken seriously.
- We are a Proud Member of the Clean Energy Council of Australia.
- Our Prices are Unbeatable.
- We offer Price Beat Policy.
- All our Electricians are qualified & CEC Accredited.

You can also check our reviews on

<https://www.productreview.com.au/listings/solar-secure?af=true>

Feel free to contact me if you need any further information.

Looking forward to hearing from you soon! Have a great day ahead!!

**Thanks & Regards,**




■ | Senior Solar Consultant, Solar Secure

02 8610 8612 | 1300 867 328 |

■@solar-secure.com.au

[www.solar-secure.com.au](http://www.solar-secure.com.au)


Confidential Communication - (C) Solar Secure Pty Ltd | ABN 30 632 793 867




Over 1.2 Million Australians Have Solar

**THERE IS A REASON**

Why Most Australians Prefer To Purchase From





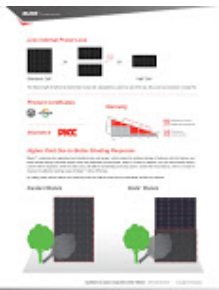
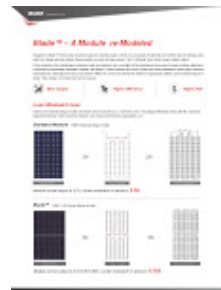
CLEAN ENERGY COUNCIL MEMBER




The Symbol Of Trust

3 attachments

- 

SRP-(320-335)-BMB\_158.75\_EN\_2019V-page-001.jpg  
406K
- 

SRP-(320-335)-BMB\_158.75\_EN\_2019V-page-002.jpg  
406K
- 

Growatt MIN 1\_2.5-6kw TL-X.pdf  
649K

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

**Certificate identifying exhibit**

This is the exhibit marked **EB-9** now produced and shown to Elisa Jane Bolzonello at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit  
Elisa Bolzonello



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

## Solar Secure Limited Period Offer - Only for the Solar Secure Quotes Holders.

**Solar-Secure** @solar-secure.com.au>  
Bcc: ksesharp@gmail.com

Sat, May 2, 2020 at 2:09 PM

# Unbeatable Solar Secure Deal!

## Only for the Solar Secure Quote holders - Last Chance !!

### SOLAR SECURE **6.6KW** PREMIUM PACKAGE DEAL

**20 x** 330W Seraphim Panels ( Tier 1)

✓ Half Cut - Split Cell Panels

✓ 15 Years Product Warranty + 25 Years Performance Warranty

**1 x** 5 kW Growatt 1 Phase Inverter

✓ Inbuilt WiFi for Monitoring

✓ 5+5 Years Warranty

**\$3021 Fully Installed**

\* Not to miss an offer  
Limited stock offer - No More to pay  
T&C applies to a single story. Single-phase metro installs only

Reply with "Yes" To get a callback and book it now  
No to opt-out

Thanks & Regards,



| Senior Solar Consultant, Solar Secure

02 8610 8612 | 1300 867 328 |

@solar-secure.com.au

www.solar-secure.com.au

903/50 Clarence St, Sydney NSW 2000

Confidential Communication - (C) Solar Secure Pty Ltd | ABN 30 632 793 867



### THERE IS A REASON

Why Most Australians Prefer  
To Purchase From







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

**Certificate identifying exhibit**

This is the exhibit marked **EB-10** now produced and shown to Elisa Jane Bolzonello at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit  
Elisa Bolzonello


**Instyle Solar™**

clever energy.

## Connect Supply Agreement

Instyle Solar Pty Ltd - ABN: 99 159 287 153

**Head office**  
251 Leitchs Road  
Brendale, QLD, 4500

P: 1300 133 556  
[www.instylesolar.com.au](http://www.instylesolar.com.au)  
sales@instylesolar.com.au  
ABN : 99 159 287 153

### 1 Customer Information

 Instyle Solar  
Consultant

**Customer Name :** Elisa Sharp

**Street Address :** Ashmore QLD 4214, Australia

**Contact Number :** 0456226403

**Email :** ksesharp@gmail.com

### 2 System Information & Specifications

Name	Price	QTY	Subtotal
PV System - Supply & Install of Solar PV System	AU\$ 9,900.00	1	AU\$ 9,900.00
Canadian Solar - KuPower-300 - Split Cell - 12 Year Structural & 25 Year Linear Warranty	AU\$ 0.00	22	AU\$ 0.00
SGR-SG5K-D - Sungrow 5.0kW Inverter (WIFI) - 10 Years Parts Warranty & 5 Year Parts & Labour Warranty	AU\$ 0.00	1	AU\$ 0.00
Titan Solar- Tile Roof Kit Racking & Rail - Per kW - 10 Years Manufacturers Warranty	AU\$ 0.00	6.6	AU\$ 0.00
CEC Accredited Installation- (60 Cell) 10 Year Instyle Solar Workmanship Warranty	AU\$ 0.00	1	AU\$ 0.00
STC Incentive - Upfront discount for customer transferring of STC's to Instyle Solar on day of installation	-AU\$ 34.00	100	-AU\$ 3,400.00

 Subtotal **AU\$ 6,500.00**
**Total AU\$ 6,500.00**

### 3 Payment Method & Information

**Deposit Method :** No Deposit

**Balance Method :** Ratesetter

**Deposit Amount**

Due 7 days prior to installation

**\$ :**

**Balance Amount**

Due on day of installation / completion of works

**\$ : 6500**



For credit card payments please call 1300 133 556 and press option 3 - Visa & Mastercard incur a 1.5%, Amex is 3%.

For EFT / Bank Transfer, please reference your full name.

**Account Name :** Instyle Solar

**BSB :** 064 792

**Account Number :** 1008 0632


**Instyle Solar™**

clever energy.

## Connect Supply Agreement

Instyle Solar Pty Ltd - ABN: 99 159 287 153

**Head office**  
251 Leitchs Road  
Brendale, QLD, 4500

P: 1300 133 556  
[www.instylesolar.com.au](http://www.instylesolar.com.au)  
sales@instylesolar.com.au  
ABN : 99 159 287 153

### 4 Performance Guarantee

At Instyle Solar we can only guarantee the production or output of your solar system, the below table shows the annualised expected production numbers achievable from your solar system if on a perfectly north facing roof, however all systems will have orientation and possible shading loss. Your System Production average is expected to be as per the below table less loss, from shading, orientation and standard system degradation.

CITY	1 Kw	2Kw	3Kw	4Kw	5Kw	6Kw
Sydney	3.9	7.8	11.7	15.6	19.5	23.40
Brisbane	4.2	8.4	12.6	16.8	21	25.2
Melbourne	3.6	7.2	10.8	14.4	18.0	21.6
Cairns	4.2	10.5	12.6	16.8	21	25.2

By signing you agree you have read and understand all terms and conditions

Customer Signature x \_\_\_\_\_

### 5 Metering & Your Energy Provider

#### Queensland

Upon installation your meter will require to be programmed or upgraded, this will be billed on your next electricity bill by your energy provider, the estimated costs are as follows:

**Existing Digital Meter** - \$99 Reprogramming Fee  
**Existing Analog Meter** - Single Phase Power - \$320 Upgrade Fee  
**Existing Analog Meter** - Three Phase Power - \$680 Upgrade Fee

The above are estimates and in no means guarantee the charges you will receive from your energy provider, Instyle Solar are not liable for for any metering charges from your energy provider unless agreed to in writing on this Instyle Solar agreement.

- 1) Metering is not managed by Instyle Solar, we submit the electrical work request (EWR) paperwork to either Energex or Ergon energy depending on your provider
- 2) Instyle Solar require the balance owing to be paid in full on the day of completion of our works, meaning the day the initial commissioning/testing of your solar inverter.
- 3) Once payment has been received or a signed completion form for either Humm, Brighte, CFCU or My Multipli has been signed your final paperwork (EWR) will be lodged with Energex or Ergon and a copy sent via email or text to you, this will happen within 5 business days
- 4) You then need to call your retailer and provide the EWR number, this is very important for a timely meter change.
- 5) Once you have completed the above your meter change should take effect within 21 days depending on backlog, however Instyle Solar has no control over this process and will not be held liable for any delays, payment also can not be held back whilst waiting for this process to finalise, failure to make payment will see your file sent to a collection agency for collection.

#### New South Wales

Changes have been made recently to how metering is managed in NSW, historically retailers like Instyle Solar ordered and managed the metering process, from December 1st 2017 all metering changes are to be handled by the customer / consumer, the process and way of doing this is as follows:

- 1) Your grid approval for connection to the grid will be emailed to you within 24 hours of installation if not before by Instyle Solar
- 2) Your solar system installation will be completed and finalised on the agreed date, this is completion of our works.
- 3) On completion, you the customer are required to contact your energy provider and request your meter be changed.
- 4) Instyle Solar has no control of when this will be completed, it is your arrangement between you and your power company.
- 5) At this stage retailers have stated they are not charging for this, however, if meter change charges are incurred Instyle Solar will reimburse these charges upon being sent a copy of the power bill containing these charges to a maximum of \$650 inclusive of GST.
- 6) Your solar system installation is deemed complete on completion of our works, meaning the initial commissioning/testing of your solar inverter, metering is treated separately, by signing this agreement and having your system installed, you agree to final payment being received on installation day, failure to do so will incur further charges and penalties which could include debt collection fees if required.

**Instyle Solar Pty Ltd supply and install agreement** | This agreement is subject to a 10 day cooling off period.

Instyle Solar will do it's best as always by it's customers and assist as much as possible as need be, however, all power companies have stated this is to be an easy and hassle free process for their customers.

By signing you agree you have read and understand all terms and conditions

Customer Signature x \_\_\_\_\_


**Instyle Solar™**

clever energy.

## Statement Of Understanding

Instyle Solar Pty Ltd - ABN: 99 159 287 153

**Head office**  
251 Leitchs Road  
Brendale, QLD, 4500

P: 1300 133 556  
[www.instylesolar.com.au](http://www.instylesolar.com.au)  
sales@instylesolar.com.au  
ABN : 99 159 287 153

### 6 Payment Plans, Finance & Payment Terms

If you require a payment plan we can provide this through various methods, Instyle Solar takes no responsibility for the agreement between yourself and these providers.

If self funding the purchase of your new solar system, Instyle Solar require the deposit paid within 7 days prior to installation and the balance to be paid in full on the day of completion of our works, meaning the day the initial commissioning/testing of your solar inverter, upon receipt of payment your final paperwork will be lodged with your metering provider and a copy sent via email or text to you if requested, this is known as an EWR, your meter changes will not take place until this is lodged so prompt payment is advised in order for no delays to occur, by accepting these terms you understand that payment is required prior to your metering work being completed by your metering provider, in QLD this is Energex or Ergon, in NSW this is organised by you and your retailer.

If you have taken on a payment plan option, Instyle Solar require a job completion or job satisfaction form to be signed on the day of completion of our works, meaning the day the initial commissioning/testing of your solar inverter installation, once this has been signed your final paperwork will be lodged with your energy provider this is known as an EWR, your meter changes will not take place until this is lodged so prompt signing of job completion forms is advised in order for no delays to occur, by accepting these terms you understand that payment is required prior to your metering work being completed by your metering provider, in QLD this is Energex or Ergon, in NSW this is organised by you and your retailer.

Should your installation have minor issues, such as monitoring, wifi connection issues, broken / cracked tiles, you are entitled to withhold a maximum of 10 per cent of the final payment until the issue is repaired or fixed. Failure to make payment within 7 days of solar system being installed can incur further charges and will be sent to a debt collection agency after 14 days at the expense of the customer.

By signing you agree you have read and understand all terms and conditions

Customer Signature x \_\_\_\_\_

### 7 STC's or Government Incentives

The STC's or otherwise known as Small Scale Technology Certificates mentioned on your agreement is a federal government funded renewable energy incentive. This incentive provides an out of pocket discount to the consumer, meaning the STC's have been discounted off the price of your solar system, you will not be entitled to any other government based financial incentives. Instyle Solar will complete all of the paperwork to claim the STC rebate, however you will be required to sign the STC assignment form on the day of completion of works, meaning the same day of the initial commissioning/testing of your solar inverter, if this document is not signed within 7 days of completion of works, you will be invoiced for the STC incentive amount shown on your agreement and have 7 days to either make payment or sign the required paperwork for release.

By signing you agree you have read and understand all terms and conditions

Customer Signature x \_\_\_\_\_

### 8 Providing Spare Roof tiles

All tradespeople and labourers working on behalf of or for Instyle Solar have extensive training and take the most care with your property and work with the goal to have no tiles break, however on occasion the breaking of roof tiles is unavoidable. Where no spare tiles are available we will temporarily repair any damaged tiles and relocate damaged tiles to a section of the roof where the tiles are easily accessed, Instyle Solar will not be liable for additional site visits to replace tiles where spare tiles were not provided at the time works / installation were undertaken.

By signing you agree you have read and understand all terms and conditions

Customer Signature x \_\_\_\_\_

### 9 Monitoring & WiFi Setup

Many solar systems installed by Instyle Solar have a monitoring component, if you would like our installation team to complete the initial installation / setup of your inverter to your home WiFi, your WLAN signal will need to be strong enough at the inverter location, in some cases a WiFi extender may be needed, if this is the case you will be required to supply the WiFi extender or Instyle Solar can supply at a cost of \$99 configured and installed. If you have a complicated home network, including a home server, expert IT assistance may be required at your own expense.

Return visits to connect or reconnect your inverter / monitoring device to your WiFi after the day of completion of works will incur a callout fee of \$99

By signing you agree you have read and understand all terms and conditions

Customer Signature x \_\_\_\_\_

## 10 Maintaining your solar system

Instyle Solar recommend cleaning your solar panels every 18-24 months, during this check we will make sure that the system is not only operational, but safe and performing at the standard required, we can also determine early points of failure and perform preventative maintenance if required.

Having your solar system professionally cleaned is not mandatory, however if you were to have panel failure, most manufacturers want to see that the system has been checked and cleaned regularly, the better you look after something the longer it will last especially in the tough climate that is Australia.

Instyle Solar cleaning and maintenance service is charged out at \$8 per panel and a call out fee which is area dependent, these prices are subject to change.

By signing you agree you have read and understand all terms and conditions

Customer Signature x \_\_\_\_\_

## 11 Variations

At Instyle Solar we aim to get everything right the first time, however some times we do make mistakes and will need to make changes to a roof design or electrical plan either before or on the day of installation, if this happens and we need to increase the price of your system, we will not do this unless agreed by you. If you do not accept the new price, we will happily cancel this agreement and refund if required at no penalty to you.

By signing you agree you have read and understand all terms and conditions

Customer Signature x \_\_\_\_\_




**Instyle Solar™**

clever energy.

## Statement Of Understanding

Instyle Solar Pty Ltd - ABN: 99 159 287 153

**Head office**  
251 Leitchs Road  
Brendale, QLD, 4500

P: 1300 133 556  
[www.instylesolar.com.au](http://www.instylesolar.com.au)  
sales@instylesolar.com.au  
ABN : 99 159 287 153

### 12 Warranty

Instyle Solar provide a 5 year total system warranty, meaning Instyle Solar guarantee the operation and performance of your system for this time, your warranty rights follow the same stringent guidelines which are applied under Australian Consumer law. Your warranty will be broken down into different sections below to cover the different parts and services performed when installing a solar system on your home or commercial premise

#### **Workmanship Warranty**

Instyle Solar provide a 10 year workmanship warranty on all solar installations, this covers the actual installation, not the components used in the installation of your solar system these will be covered below.

#### **Inverter Warranty**

Inverter warranty periods vary from inverter to inverter, however Instyle Solar has worked hard to partner with reputable and sustainable manufacturers who stand behind the products they manufacture, inverter warranties vary depending on brand, this will be listed on page one of this agreement in the inverter section, if your inverter fails within the first 5 years Instyle Solar will provide the labour side of the replacement free of charge, the inverter replacement itself will fall under manufacturer guidelines and replacement is at the discretion of the manufacturer, Instyle Solar will not be held liable for any loss of production or savings due to inverter failure or under performance.

#### **Solar Panel Warranties**

*Performance Warranty* - Most solar panel companies will provide a linear warranty which is simply a performance warranty, this is to guarantee the loss due to degradation of the solar panels over time, solar panel loss should be less than 2.5 per cent in year one, and also should be less than 20 percent at the end of the 25th year, unless stipulated on the manufacturers specification sheet for the panel installed on your home, all panels are warranted to be working at 80 percent efficiency at the end of year 25.

*Structural / Workmanship Warranty* - Solar panels also have a warranty which cover the structural component of the solar panel, this covers defects due to faulty workmanship or faulty materials, most solar panel manufacturers offer 10 years structural or workmanship warranty, this will be noted on page one of this agreement under the panel section.

#### **Rail Warranty**

Rail is the aluminium framework Instyle Solar use to fix the solar panels to your roof, due to different roof types, tile, steel, colourbond, tin & klip-lok, we use many different brands, however all brands used by Instyle Solar come with a minimum 10 year manufacturer's warranty, you will be provided an engineering certificate for the brand used on your home in your welcome pack.

#### **Battery Warranty**

Instyle Solar only partner with the top manufacturers in the industry, this includes Tesla, LG, Sonnen and Samsung, these battery / storage solutions are covered by extensive manufacturer's warranties and are mostly guaranteed to perform for 10 years, for exact specification please check the manufacturer's website.

#### **Balance of System Warranty**

All components apart from the inverter, solar panel, battery / storage systems and rail come with a minimum 5 year warranty.

#### **Warranty Exclusions**

Instyle Solar does not repair or replace products under warranty if the following has been deemed to have occurred,

- 1 - Exposure to unsuitable environmental conditions, including lightning, over voltage issues and or storm damage.
- 2 - Damage caused by building movement, tree branches, or any other form of physical damage.
- 3 - Unauthorised or unusual / abnormal usage of any component used to install the solar system.
- 4 - Material or workmanship not provided by Instyle Solar.

#### **Warranty Claims & Dispute Resolution**

If you have a concern about any aspect of your experience with Instyle Solar, please call 1300 133 556 during the hours of 9am and 5pm QLD time or email, support@instylesolar.com.au, we will respond within 2 business days, our first step is to fault find over the phone, if this can't be resolved we will have an electrician attend the property within 7 days, if you are not happy with your response, please email management@instylesolar.com.au, this will go straight to all managers and company shareholders, if still not resolved, contact Office of Fair Trading on 13 74 68.

By signing you agree you have read and understand all terms and conditions

Customer Signature x \_\_\_\_\_

### 13 Consumer Rights

YOU HAVE BEEN MADE AWARE THAT A 10 BUSINESS DAY STATUTORY COOLING OFF PERIOD APPLIES TO THIS CONTRACT AND DURING THIS PERIOD YOU CAN CHANGE YOUR MIND AND TERMINATE THIS CONTRACT FOR ANY REASON WITHOUT PENALTY.

## 14 Acknowledgement

**Customer**  
**Signature: x** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Instyle Solar**  
**Consultant**  
**Signature: x** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

**Certificate identifying exhibit**

This is the exhibit marked **EB-11** now produced and shown to Elisa Jane Bolzonello at the time of affirming her affidavit on 4 May 2020.

Before me:

Signature of person taking affidavit

Elisa Bolzonello

# Making solar easy for you.



## Quote.

**Quote number** 132436  
**Issue date** 9 April 2020  
**Offer expiry** 14 days from issue date of this offer  
**Enquiries** 1300 73 93 55  
enquiries@solargain.com.au

Dear Elisa

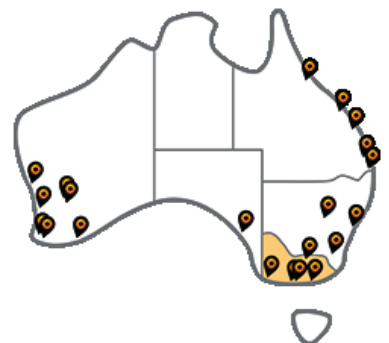
Thank you for the opportunity to quote on your renewable energy solution. This is a long-term investment and a project that will help not only your household, but also the movement towards a sustainable energy future. Producing your own clean energy is a major step to having an energy-independent home, a future which draws closer each day.

In this document, you'll find all the details of the systems we have discussed and recommended for you. If you have any further queries, would like to refine or proceed with this quote, please don't hesitate to contact us on **1300 73 93 55** or [\[REDACTED\]@solargain.com.au](mailto:enquiries@solargain.com.au).

Your local office: **Solargain Melbourne**  
Unit 7, 88 Dynon Road  
West Melbourne VIC 3003

### Are you a Qantas Frequent Flyer member?

Solargain is proud to offer Qantas Points with your purchase. If you have a Qantas Frequent Flyer member number, please contact your Solargain consultant prior installation. For more information, [click here](#).



## What happens next.



### CONSULT

Any questions about this quote, talk to your experienced consultant who can discuss your tailored sustainable energy solution.



### SELECT

Discuss, refine and confirm the solution that suits you. Sign and return the acceptance page below or accept your option digitally.



### RELAX

We need to get some details off you and lodge some applications on your behalf. If an issue arises, we'll let you know.



### INSTALL

Time to start saving your pocket and the planet. Customers in some states will need to wait up to 6 weeks for a new meter.

Solargain specialises in high quality solar power, hot water and energy storage solutions. Perfect for those making a 5-10 year plus investment and who aren't satisfied until they have done their research. We're one of the few companies who have demonstrated longevity in an industry synonymous with high company turnover. We're regularly chosen for residential and commercial projects, and many manufacturers depend on Solargain for their service requirements. We have the experience and reputation to make your project a success.

## Our Company.

### Who we are

Solargain is a premium supplier of renewable energy products. We are a highly experienced team, with over 160 staff members nationally.

### What we've achieved

Solargain has over 20 years of experience and has been doing solar PV and hot water since the first systems were installed in Australia. We've installed over 60,000 solar power and hot water systems in this time and been one of the only companies who have been around for every rebate, every boom and every fall. We're very proud of this, as it's proof of our commitment, reward for our customers and something very few organisations have achieved.

### Our promise

Renewable energy is a long-term investment, and we truly understand this. We promise to provide the highest quality components, advice from the most experienced consultants and the best ongoing support in the industry, including a 5 year workmanship warranty.

## Our Difference.

### A quality provider

Solargain is a Quality ISO 9001 certified organisation which exclusively uses CEC Accredited Installers and Designers. Every supplier we choose, every process we implement and every system we design is scrutinised by our quality professionals. As a CEC Approved Solar Retailer, we're obligated to comply with the CEC Solar Code of Conduct.

### Our experienced team

Solargain was recognised as one of Australia's top 3 solar retailers in 2019 by Sunwiz. No company has done more home consultations or installed more systems with their own installers. When you deal with Solargain, this becomes clear.

### The world's best products

At Solargain, we only use the best products from the largest reputable suppliers with a proven track record of service and reliability. When installing a solar power system, we look at every component that goes into your home for quality and safety, from panels and inverters to cables, racking, isolators and breaker boxes. Our hot water systems are no exception: considered among the best and most durable in the market, our tanks and collectors are fitted with high-end brass fittings, tempering valves and thermostats.

### Independent reviews

If you want to know how happy a company's customers are, we encourage you to do your research through third-party, independent sources. Trustpilot is one of the largest independent review sites, and here at Solargain we have an overall score of 4.5 out of 5 (February 2020).

Regards,

Keera Single  
Chief Executive Officer



Solargain PV Pty Ltd  
ABN: 90 132 725 501

Solargain Pty Ltd  
ABN: 26 136 092 405  
QBCC: 121 46 36

# 1. Solar Power System

6.60 kWp

## Panels

### 20 x Jinko 330W JKM330M-60H



Monocrystalline Module with black frame  
 PERC Half Cell Technology  
 Positive Power Tolerance of 0/3%  
 Tier 1 manufacturer  
 Note: Globally ranked in the top 3 largest Solar Manufacturer  
 Australian Headquarters

#### Warranty

12yr Product + 25yr linear Performance

## Accessories

- 1 x Sungrow Single Phase Smart Meter S100
- 1 x 5000 Qantas Frequent Flyer Points (PV Systems)

## Inverter

### Sungrow SG5K-D 5kW Dual MPPT WiFi

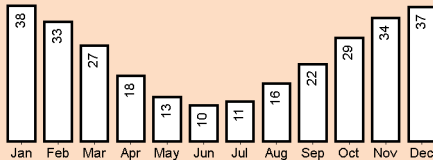


World's 2nd largest inverter manufacturer  
 Dual MPPT  
 Intelligent WiFi Communication  
 10 years parts warranty upon product registration

#### Warranty

5 years

Please upload a template map image.



This package is estimated to produce 24.0 units per day.

Figures presented are indicative only and do not represent the actual annual yield. Figures are based on data for your area from the Clean Energy Council.

Up-front Price (inc. GST)

**\$1,990.00** \*

\* where eligible for the Solar VIC Rebate and the Interest Free Loan

## 2. Solar Power System

**6.60 kWp**

### Panels

#### 20 x Jinko 330W JKM330M-60H



Monocrystalline Module with black frame  
 PERC Half Cell Technology  
 Positive Power Tolerance of 0/3%  
 Tier 1 manufacturer  
 Note: Globally ranked in the top 3 largest Solar Manufacturer  
 Australian Headquarters

#### Warranty

12yr Product + 25yr linear Performance

### Accessories

- 1 x Sungrow Single Phase Smart Meter S100
- 1 x 5000 Qantas Frequent Flyer Points (PV Systems)

### Inverter

#### Sungrow SG5K-D 5kW Dual MPPT WiFi

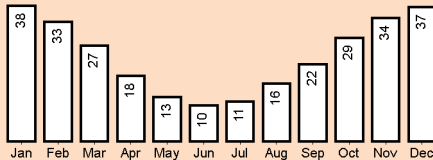


World's 2nd largest inverter manufacturer  
 Dual MPPT  
 Intelligent WiFi Communication  
 10 years parts warranty upon product registration

#### Warranty

5 years

Please upload a template map image.



This package is estimated to produce 24.0 units per day.

Figures presented are indicative only and do not represent the actual annual yield. Figures are based on data for your area from the Clean Energy Council.

Financed repayments of

**\$39.91**

per month<sup>^</sup> over 60 months @ 7.54% p.a comparison rate<sup>\*</sup>



# MAXIMISE YOUR SOLAR POWER

## ADD AN ISTORE TO THIS ORDER & SAVE \$500!

Congratulations on going solar! Did you know you could save \$500 when you combine an iStore with your solar PV system?

Rather than send your excess energy back into the grid, make the most of your solar power system & combine it with an iStore to receive \$500 off your order.\*



Smart Boost



High Efficiency



Eco Power

**SAVE \$500**

NOW FROM  
**\$2490\***

**iStore**  
AIR TO ENERGY

\*Pricing based on replacement of an existing gas or electric hot water system in combination with a new 5 kW or larger solar PV system purchased from Solargain. For full terms & conditions, visit [solargain.com.au/istore-combo-deal](http://solargain.com.au/istore-combo-deal).

© Copyright iStore 2020



**Consultant Details**

[REDACTED]  
[REDACTED]  
[REDACTED]@solargain.com.au

**Customer Details**

Elisa SHARP  
**Mobile** 0456 226 403  
**E-Mail** ksesharp@gmail.com  
-  
Greensborough, VIC 3088

**Install Address**

-  
Greensborough VIC 3088  
**Roof Type**  
**Power Phases**

**Special Comments**

\*\*\* Address not provided. Roof not sighted. Quote based on standard metro single storey installation. \*\*\*

\*\*\* Solar Vic rebate/loan is included in your quote. If you wish to apply for the Victorian State Government rebate, you must advise Solargain which option in this quote is your preference. We can then upload this to the Solar Vic website, so you can apply. \*\*\*

\*\*\* Option 2 shows Ratesetter repayments over 5 years for \$1990 out of pocket cost. \*\*\*

No deposit is required, you pay on the day of installation, so there is no risk to you if your installation is delayed or not possible for whatever reason. Your pricing is locked in and you can cancel for any reason without penalty.

Installation pending approval from local electricity network.

Quotation assumes suitable switchboard (send pic for confirmation).

A meter reprogram/replacement fee (\$0 - \$300) may be charged by your electricity retailer.

Your system includes genuine Clenergy mounting system (10 year warranty).

All Solargain solar systems are compatible with the Tesla Powerwall battery.

Solargain is:

- \* Victoria's largest solar vendor (2019)
- \* One of the three largest solar vendors nationally (2019)
- \* One of the longest established solar vendors
- \* CEC accredited
- \* A CEC approved retailer
- \* ISO 9001 quality certified for residential and commercial installations
- \* Providing after-sales support and service for tens-of-thousands of solar owners around Australia



## Quote Acceptance

Important Notice to the Consumer: You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information below. I confirm that the above information was provided by the Solargain representative and that I have read and understood the terms and conditions overleaf. I also confirm that this Quote & Acceptance shall be treated for all purposes as a binding purchase order for the quoted system.

Please show your acceptance of this quote through either a:

1. **Digital Acceptance** - click one of the options below. Our team will be notified of your selection.
2. **Written Acceptance** - Scan a signed copy of this quote (with your selection) and send it back to us.

## 1. Digital Acceptance (please click below to digitally accept your option)

1. 6.60 kWp <input type="checkbox"/>	2. 6.60 kWp <input type="checkbox"/>
20 x Jinko 330W JKM330M-60H Sungrow SG5K-D 5kW Dual MPPT WiFi 5000 Qantas Frequent Flyer Points (PV Systems) Sungrow Single Phase Smart Meter S100	20 x Jinko 330W JKM330M-60H Sungrow SG5K-D 5kW Dual MPPT WiFi 5000 Qantas Frequent Flyer Points (PV Systems) Sungrow Single Phase Smart Meter S100
<b>Full Purchase Price (inc. GST)</b> \$8,776.00	<b>Full Purchase Price (inc. GST)</b> \$5,000.00
<b>Less STCs (GST N/A)</b> -\$3,010.00	<b>Less STCs (GST N/A)</b> -\$3,010.00
<b>Discounted Purchase Price (inc. GST)</b> \$5,766.00	<b>Discounted Purchase Price (inc. GST)</b> \$1,990.00
<b>Solar VIC Rebate</b> -\$1,888.00 <small>* Where eligible for the Solar VIC Rebate</small>	<b>Monthly Repayments of \$39.91 for 60 months @ 7.54% comparison rate</b>
<b>Out of Pocket Price (inc. GST)</b> \$3,878.00	<b>Interest Cost</b> \$404.80
<b>Interest Free Loan (inc. GST)</b> \$1,888.00	<b>Total Payable</b> \$2,394.80
<b>Payable to Solar VIC</b> <small>* Where eligible for the Solar VIC Interest Free Loan. To be repaid by the householder over 4 years.</small>	
<b>Up-front Price (inc. GST)</b> \$1,990.00	
<b>Payable to Solargain</b>	
<a href="#">Click to Accept This Option</a> 	<a href="#">Click to Accept This Option</a> 

## 2. Written Acceptance (fill this out if you haven't completed a digital acceptance)

Customer Name \_\_\_\_\_ Customer Signature \_\_\_\_\_ Date \_\_\_\_\_  
Chosen Option Number \_\_\_\_\_

^Comparison rate based on an unsecured green loan of \$30,000 over 5 years for a borrower with an excellent credit history. WARNING: This comparison rate is true only for the examples given and may not include all fees and charges. Different terms, fees or other loan amounts might result in a different comparison rate. Credit subject to lender approval, fees and charges may apply. RateSetter Australia RE Limited ACL 449176.

## TERMS & CONDITIONS OF TRADING

Reference to "Solargain" in these terms and conditions covers any and all of the following entities:

SOLARGAIN PV PTY LTD  
ACN 132 725 501  
ABN 90 132 725 501  
WA: EC10367  
QLD: EC76260  
ACT: 20111150  
NSW: 221565C  
VIC: REC 23503  
SA: PGE 261922

SOLARGAIN PTY LTD  
Trading As: Same Day Hot Water  
ACN 136 092 405  
ABN 26 136 092 405  
WA: PL6680/GF003868  
QLD: L40595 / PL29171 / QBCC 1214636  
ACT: 2010171  
NSW: 223577C

### 1. BINDING AGREEMENT:

The Customer Quote Form and these terms and conditions constitute a legal agreement between us. These terms and conditions are attached to the Customer Quote Form and are also available on our website. We will refer to the agreement between us and you created by the Customer Quote Form and these terms and conditions as this Agreement. Definitions used in this Agreement appear in clause 20.

### 2. SALE OF THE SYSTEM:

**2.1. Purchase of the System** You agree to purchase, and we agree to sell you, the System in accordance with this Agreement. **2.2. Ownership and Risk** (a) Risk in the components and equipment comprising the System will pass to you immediately when they arrive at the Property. (b) Ownership of the System will only pass to you when you have made payment in full to us of the Purchase Price in accordance with this Agreement.

### 3. PURCHASE PRICE:

(a) The Discounted Purchase Price is set out in the Customer Quote Form or Customer Sales Invoice. The Discounted Purchase Price is the Purchase Price applicable if you assign to us the Renewable Energy Certificates which are created in respect of the System. (b) You are required by this Agreement to assign to us the Renewable Energy Certificates created in respect of the System without charge and we have agreed to charge the Discounted Purchase Price on the basis that the Renewable Energy Certificates will be assigned to us. (c) If you want to retain the Renewable Energy Certificates created in respect of the System you must advise us in writing at least 5 Business Days before the Installation. (d) If you decide to retain the Renewable Energy Certificates or for any reasons due to your actions (or failure to act) the Renewable Energy Certificates cannot be assigned to us then the Full Purchase Price and not the Discounted Purchase Price will be payable. (e) The Out Of Pocket Price is the price set out in the Customer Quote Form or Customer Sales Invoice, and is the price applicable if you are eligible for a State Government rebate for which you have applied and received approval. The Out Of Pocket Price is the amount you must pay to Solargain on or before the installation of the quoted system. The Rebate value will be paid directly to Solargain by the relevant Government agency after the system installation. (f) Up-front Price as set out on the Customer Quote Form or Customer Sales Invoice, is the price applicable if you are eligible for a State Government funded Loan, including interest free loans. The Up-front Price is the amount you must pay to Solargain on or before the installation of the quoted system. The Loan Value will be paid directly to Solargain by the relevant Government agency. You will be responsible for obtaining the loan approvals. Solargain is not responsible for assessing your Loan eligibility and does not imply or provide any guarantee of loan eligibility and approval. This Quotation option is subject to the terms of clause 6-Finance. (g) If the Full Purchase Price is payable but we have for any reason only collected the Discounted Purchase Price, the Out of Pocket Price or the Up-front Price on or before Installation, you must pay us the balance of the Full Purchase Price on demand. (h) We are entitled to require a Deposit on signing the Customer Quote Form or prior to Installation. We will be entitled to all interest on the Deposit. (i) The balance of the Purchase Price (either the Discounted Purchase Price of the Full Purchase Price) must be paid to us on the Final Installation Date. You must be present at the Property on the Final Installation Date to ensure payment of the balance is made. (j) All payments to us must be made by credit card (with payment approved; VISA or MasterCard only), by cash, immediate transfer of funds, or by a banker's cheque, bank draft or personal cheque. (k) The Purchase Price is inclusive of any applicable GST. (l) Any payments made by credit card may incur a surcharge, this will be applied at the time of payment. (m) Where there is a delay in making any payment to us as required by this Agreement you will pay interest on the outstanding amount at a rate equal to 1% above the Cash Rate published by the Reserve Bank of Australia.

### 4. OWNERSHIP OF THE PROPERTY:

You warrant (promise) to us that you are the sole or joint owner of the Property (the property on which the system will be installed). We may require you to produce evidence of this prior to commencing any installation.

### 5. CUSTOMER OBLIGATIONS AND WARRANTIES:

**5.1. Finance** You must make any arrangements to obtain any finance which you require in connection with the purchase of the System. Your obligations in this Agreement are not conditional upon you obtaining finance or any subsidy. **5.2. Government Approval** We cannot give you an assurance that you will obtain any government rebate or grant which you apply for and your commitment to purchase the System is not conditional upon that rebate or grant being obtained. You must obtain all Government Approvals which are necessary in connection with the installation of the System. We will require that you provide us with copies of the Government Approvals before we commence Installation. **5.3. Electricity Tariff** Your Electricity contract or tariff may change following the installation of solar. You should contact your electricity retailer: (i) prior to signing or entering into this Agreement to check what new electricity tariff rates may be applied, and (ii) After installation of your Solar PV System, to confirm that the agreed tariff has been applied. Solargain will not be responsible for any loss or change in the customer tariff or contract.

### 6. FINANCE:

If you choose to finance your system using a financing solution the monthly repayment will depend on the funding solution you chose. Any funding solution will be a separate agreement between you and the financier, including Government Approved Loans. Any amounts payable by you to the financier will be payable for the term of the funding solution regardless of whether there are any ongoing installation, operational or performance issues or any savings are achieved or any scheme subsidies, discounts or rebates continue to apply. We do not represent the financier, and are not authorised to discuss any aspect of the finance or credit with you. Anything we say or do is completely unrelated to any finance company that may provide you with financial assistance and you should consult the financier about credit details.

### 7. ESTIMATED SAVINGS:

Any estimated savings detailed in this quote or any other documentation you have received from us are indicative only and are not guaranteed. Each property requires its own assessment and will be different to any example shown.

### 8. AVAILABILITY OF STOCK:

Where we do not have the System in stock, the time it will take for the manufacturer to deliver the System to us is beyond our control. Accordingly, we are not liable for any loss or damage that you suffer arising out of delays in obtaining the System. This is why we will initially provide you with an Estimated Installation Date to be followed by a Final Installation Date. If we do not have in stock the System which appears in the Customer Quote Form, we may substitute, at no extra charge to you, a product which is of equivalent quality and performance. If you are not satisfied with the System we propose to substitute, you may terminate the Agreement at any time before installation and we will refund the Deposit.

## 9. INSTALLATION:

**9.1. Preparing for installation** Before the System can be installed, you must, at your own cost: (a) ensure that the roof area is structurally sound and large enough to accommodate the solar panels, mounting base and frames (if any) forming part of the System; (b) ensure that the Property complies with relevant electricity standards and relevant regulations and that it is safe to install the System; (c) ensure that there is properly installed at the Property a bi-directional meter that can read exported electricity, and is approved by the network operator of the Electricity Grid. You are responsible for upgrading any other meters required in connection with the one of the System; (d) where any part of the roof at the site needs to be traversed or accessed during installation or service work and is constructed from ceramic or masonry tiles, make available to the installers/service workers spare tiles. We (and our approved contractors) endeavor to take the utmost care to avoid and/or limit damage to these types of roofs, however, on occasion it is unavoidable. Where no spare tiles are available, we will attempt to temporarily repair such damage and relocate damaged tiles to a section of the roof where the tiles are easily accessed and the damage caused by the ingress of water will be limited. We will not be liable for any damaged caused or for additional site visits to replace tiles where spare tiles were not first provided at the time that the works were undertaken. **9.2. Installation Dates** (a) We will provide you with an Estimated Installation Date. This is an estimate only of when we will be able to complete Installation of the System. (b) We will advise you as soon as reasonably practicable of the Final Installation Date. The Final Installation Date is the date on which we will complete Installation. We will give you at least 5 days' notice of the Final Installation Date. You must be on the Property on the Final Installation Date. We may attend the Property on the Final Installation Date during daylight hours or at any time from 7am. Whilst we will try to fix the Final Installation Date to suit your convenience we cannot promise that we will be able to change the Final Installation Date which we will give to you. (c) We will be entitled to change the Final Installation Date. We will notify you of any change to the Fixed Installation Date. (d) If weather conditions are such that we believe it is hazardous to complete Installation we may change the Fixed Installation Date by notice to you. (e) If you are not at the Property on the Final Installation Date we are entitled to charge you \$200 for that visit which must be paid by you prior to the Installation and if this Agreement is terminated without Installation being completed we will be able to recover this from you (including by deducting from the Deposit if this has not been forfeited). **9.3. Access** At the times we advise we will carry out Installation, you must: (a) be present at the Property and, if reasonably requested, remain there while the Installation is being carried out; (b) ensure there is sufficient access to carry out the Installation - including ensuring there is clear access for relevant personnel, vehicles and equipment to the meter box, switchboard, the proposed location for the System's inverter, and the roof where the System's solar panels will be mounted. **9.4. Removal of objects** You are responsible for removing any trees, plants and any other objects that may cast a shadow on the System's solar panels. **9.5. Take further steps as we request** You agree to sign any documents or take any other steps that we may reasonably require, in order to permit the installation and connection of the System. **9.6. Agreement for Access** You agree to provide the installer and us with access to the Property for the purposes of installing the System and connecting it to the Electricity Grid. **9.7. Location** The location of the installation of each component of the System at the Property will be at the Installer's discretion, but they will endeavour to ensure that: (a) the System is in a position that is likely to maximise its performance, and (b) minimum damage occurs to the premises as a result of the installation work. **9.8. Damage** You acknowledge that it may be unavoidable that there is some damage to the premises as a result of carrying out the Installation. The Installer may temporarily repair any minor damage that occurs, but, we will not be liable for any damage caused to the Property arising from any preexisting condition of the Property. Any claims for damages allegedly caused by our installation must be made to us strictly within twelve (12) months of the date of installation. **9.9. Communications & Connectivity** The customer must ensure that there is adequate internet connectivity and signal strength at the property where the PV system monitoring equipment is being installed, Solargain is not responsible for (a) setting up online monitoring; (b) poor signal strength at the inverter resulting in no or intermittent loss of monitoring; (c) any changes to the customer's home network including hardware, i.e. a change of modem or a change of internet provider resulting in loss of communication; (d) maintenance conducted by providers of monitoring systems or the customers internet network provider which result in loss of communications.

## 10. CHANGES AND VARIATIONS:

**Assignment of right to create Renewable Energy Certificates** (a) You must assign to us the right to create Renewable Energy Certificates in respect of the System. You must promptly complete and sign any documents (including executing an assignment form), and do anything else that we reasonably request to effect this assignment, and to allow us to receive the benefit of the relevant Renewable Energy Certificates. (b) You must not create or assign to any other party right to create any Renewable Energy Certificates in respect of the System or agree to do anything contrary to this clause. (c) The fact that we are prepared to offer a Discounted Price does not necessarily mean that the current market value of the Renewable Energy Certificates is reflected in this price-it represents what we are prepared to offer. The value of Renewable Energy Certificates may fluctuate. Any fluctuation will not result in a change to the Discounted Price or the Full Purchase Price unless pursuant to clause 10.3. (a) If the Solargain encounters any difficulties or technical issues when carrying out the Installation of the System, which could not reasonably be foreseen at the time the We issued the Quotation, or if on site attendance it is identified that the system layout or design needs to be amended, We shall inform You of: (i) the amended layout or design required; (ii) the additional works that We need to carry out in order to complete the System installation; and (iii) any additional charge that may be payable by You for such additional works. (b) You will not be liable for the additional works or changes of any other variation to this Agreement unless both parties (Solargain and Yourself) have agreed in writing to those additional works, charges and /or changes. The Variation Agreement must be signed and dated to constitute acceptance by You. (c) If Solargain and Yourself cannot agree to a variation, either party may terminate this Agreement in which case, Solargain will return all payments made by You in relation to the installation (if any) minus reasonable expense incurred by Solargain up to and including the date of the termination of the Agreement. Expenses incurred include Council submissions and approvals; engineering reports; equipment required for the safe installation of the system including scaffolding erected and lifting equipment (e.g. and EWP) ordered to complete the works, any pre-works required for the installation that have been carried out, including any pre-wire and switchboard upgrades, any insurance premiums required for the works that cannot be cancelled, and for non-metropolitan installations, any freight and storage costs already incurred.

## 11. RENEWABLE ENERGY CERTIFICATES:

**11.1. Assignment of right to create Renewable Energy Certificates:** (a) You must assign to us the right to create Renewable Energy Certificates in respect of the System. You must promptly complete and sign any documents (including executing an assignment form), and do anything else that we reasonably request to effect this assignment, and to allow us to receive the benefit of the relevant Renewable Energy Certificates. (b) You must not create or assign to any other party right to create any Renewable Energy Certificates in respect of the System or agree to do anything contrary to this clause. (c) The fact that we are prepared to offer a Discounted Price does not necessarily mean that the current market value of the Renewable Energy Certificates is reflected in this price-it represents what we are prepared to offer. The value of Renewable Energy Certificates may fluctuate. Any fluctuation will not result in a change to the Discounted Price or the Full Purchase Price unless pursuant to clause 11.3. **11.2. If Renewable Energy Certificates cannot be created:** (a) If we cannot acquire any Renewable Energy Certificates because of an act or omission by you (including the inability to create the Renewable Energy Certificates due to circumstances not previously disclosed to Solargain such as receiving the benefit of Renewable Energy Certificates at an alternative location or business); or (b) ) if due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target, Renewable Energy Certificates cannot be created or the quantity that the eligible system is entitled to create is materially changed; then you must pay the difference between the Discounted Purchase Price and the Full Purchase Price immediately upon us demanding payment, and no Renewable Energy Certificates will be assigned. **11.3. If the market price of the Renewable Energy Certificates is reduced** or due to a change in Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or amendment of the Renewable Energy Target, or where the Quantity of eligible STCs applicable to a system reduces in accordance with legislation or regulations, then from the date the reduction in market price or reduction in the number of eligible STCs becomes effective, this reduction may be passed on to you, and you must pay the difference between the value applied to the assignment of Renewable Energy Certificates to generate the quoted Discounted Purchase Price and the reduced Renewable Energy Certificate value or quantity at date of installation. Notwithstanding this, we reserve the right to request that the Full Purchase Price of the system is payable immediately upon us demanding payment, and no Renewable Energy Certificates will be assigned. **Grid. 11.4. Obligation to Provide a Tax Invoice for the assigned Renewable Energy Certificates** If the You assign to Solargain PV Pty Ltd the right to create STCs in respect of a System and You are registered for GST, then you, the customer, must either (a) issues valid tax invoice for the STCs to Solargain or (b) enter into a Recipient Created Tax Invoice (RCTI) agreement, to enable Solargain to issue a recipient created tax invoice for the STCs on the Your behalf.

## 12. WARRANTIES:

**12.1. Warranties in respect of the System** We warrant that the Installer will install the System with due care and skill, according to industry standards. The System inverter and panels will come with the benefit of the Manufacturer's Warranties. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you wish to make a claim you may contact us by telephoning 1300 739 355, emailing us on sg.service@solargain.com.au, or writing to us at SOLARGAIN PV PTY LTD, 10 Milly Court, MALAGA, WA 6090. Our warranties are to the extent permitted by law, limited by the matters in clauses 12.2 to 12.8.

**12.2. Variable performance of the System** Yield estimates provided are indicative only and are based on test conditions and data provided by the Clean Energy Council estimates for your area. Test conditions may not be achieved in an operating environment. The actual generation of your solar system may vary from estimated values, and Solargain does not provide any guarantees regarding daily energy production of your solar system as the Yield (or production) varies depending on a number of variable factors including inclination of the place of installation, shade, surrounding structures, trees and plants, irradiation and weather conditions including yearly weather variations. Performance of your system is not measured in wattage but in kilowatt hours (units) as per the yield estimates.

**12.3. Power Disruption or Reduction** You acknowledge that power generation from the System ceases during power disruptions. In the event that the voltage or frequency of the Electricity Grid falls outside the parameters specific to the inverter and also governed by the current AS4777 Australian Standard, the inverter may cease to operate or operate with a reduced power output and may restart only when the Electricity Grid becomes available, and is within the aforementioned parameters again. We will not be held responsible for any potential loss of production caused by the Electricity Grid.

**12.4. Radio & Television Interference** Radio and television interference may be caused as a result of installing a PV system particularly in marginal signal areas and with AM radio signals. We recommend that you use a digital signal radio and digital signal television devices when operating a PV system on your premises.

**12.5. Exclusions from warranties** All warranties we provide in this agreement in respect of the System and its installation are subject to the warranty terms and conditions and the warranty procedures of the manufacturer of the System, to the extent permitted by law our Warranties do not apply if the defect is a result of any of the following: (a) failure to use the System in accordance with the manufacturer's instructions or the owner's manual; (b) use of the System in a manner not reasonably contemplated, or contrary to law; (c) modification of the System by anyone other than us; (d) modification of the System by anyone other than us; (e) subjecting the System to an unusual or not-recommended physical environment or electrical stress; (f) moving the System, whether temporarily or permanently; (g) damage caused by anyone other than us; (h) the effects of weather or other natural events; (i) surges; (j) the condition of the Property or electrical wiring or systems; or (k) changes in law.

**12.6. Warranty Claims** (a) If you notify us that the System has a defect, and that defect is covered by our warranty, then we will, at our cost, arrange to carry out any necessary repair and replacement works, in accordance with the manufacturer's warranty processes, and within a reasonable time. (b) You must follow any troubleshooting steps as advised by us. If you do not and it appears on a visit to us to the Property that the problem could have been fixed by your following the troubleshooting steps we advised, then we will be able to recover the costs of the visit. There will be a minimum charge of \$200. (c) If we replace a System, then title in the System which is removed will vest with us. (d) If you make a claim under the warranty you must notify us in writing at SOLARGAIN PV PTY LTD, 10 Milly Court Malaga, WA 6090 or via email on sg.service@solargain.com.au within 5 days of the matter or fault giving rise to claim being noticed. We reserve the right to reject claims outside this period. You must give us an opportunity to inspect any defects. (e) If you have any questions regarding your warranty you may contact us on TEL 1300-739-355. (f) We will endeavor to remedy problems with the System which are covered by Warranties within 10 Business Days of being notified of the problem by you. If we cannot rectify the problem within this time we will notify you and will give you an estimate of when we expect the matter can be attended to.

**12.7. Labour** (a) We will be responsible for remedying defects caused by faulty installation by us for a period of 5 years (60 months) from Installation. (b) Where it is necessary to repair a defect in the System which does not fall within paragraph (a) above, then to the extent permitted by law we will charge for our labour.

**12.8. Retailers Warranty** We will provide a retailers warranty for a period of 5 years on the operation and performance of a Photovoltaic Electricity Generation System, including workmanship and product.

**12.9. All other warranties excluded** The only warranties that we give in relation to the System and its installation are the express terms and warranties set out in this agreement and those implied terms or warranties that are imposed by statute law that are mandatory and cannot lawfully be excluded.

## 13. LIABILITY AND INDEMNITIES:

**13.1. Limitation of our Liability** Liability for a breach of a condition or warranty which cannot be excluded (and no other remedy applies) is limited to the extent possible, at our option, to: (1) the supply of the goods or services again; (2) the repair of the goods; (3) the payment of the cost of having the goods or services supplied again or repaired; or (4) refund of the price you have paid to us.

**13.2. Your Indemnity** You indemnify and hold harmless us, and our officers, employees and agents, against all losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) that arise out of your provision of false or inaccurate information or any condition at the Property which causes an injury.

## 14. YOUR RESPONSIBILITY TO MONITOR:

It is your responsibility to monitor the System. The system should be monitored to ensure that the System is operating and that the Photovoltaic Electricity Generation system is producing solar power. The Performance of Your Photovoltaic Electricity Generation system should be checked weekly; any performance concerns should be reported to Solargain in accordance with clause 12.6(d). We will not be responsible where you have failed to monitor the System and have failed to notify us of problems. If you are going to be absent from the Property you should make arrangements for the System to be monitored in your absence.

## 15. TERMINATION:

**15.1. Termination by you** You may terminate this agreement by notice in writing to us: (a) at any time before we commence installing the System, but you may forfeit the Deposit you paid and we will not return it to you, or We may refund any deposit less reasonably expenses incurred by Solargain up to the date of termination; (b) if we materially breach this agreement, and we will refund the Deposit to you; (c) at any time prior to us commencing the installation where information regarding the system design and performance estimates have not been provided prior to quotation acceptance; and you will be entitled to a full refund of any deposit paid; (d) where the final installation date agreed is not honoured due to reasons that are reasonably within Solargain's control, and Solargain will refund any Deposit paid in relation to a Photovoltaic Electricity Generation System; in relation to a Hot Water system or an Energy Storage system the deposit will be refunded less expense reasonably incurred up to the date of termination; (e) Where Solargain acting on Your behalf to obtain grid connection approvals, does not obtain such approval prior to the installation of the system, and You do not receive approval from the distributor, You may terminate this Agreement and in doing so provide consent for any system, or part of a system already installed to be removed, and any deposit paid by You will be refunded in full or; (f) in the event that you are unable to assign the quoted number of Renewable Energy Certificates to Solargain due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target. We begin incurring internal costs when you place your order and we order the product from the Supplier. If you cancel the order we will be entitled to recover these costs and deduct them from the Deposit or, if in the event the Deposit or installments paid to date is insufficient to cover these costs, you shall reimburse Solargain for any direct (external) costs incurred to date. Such reimbursement shall be within 7 days of the date of Solargain's invoice for such reimbursement.

**15.2. Termination by us** We may terminate this agreement by notice in writing to you: (a) if we are unable to obtain sufficient stocks of the System (including relevant components) or are unable to source sufficient workforce to complete the Installation; (b) if we believe that installation of the System at the Property is unsafe or unsuitable; (c) if we have attended the Property at the time fixed for Installation twice and you are not there on either occasion, or you have not paid the balance of the Purchase Price when the Installers attend the Property to complete Installation in which case we may forfeit the Deposit; (d) if you materially breach this agreement in which case we may forfeit the Deposit; or (e) in the event that you are unable to assign the quoted number of Renewable Energy Certificates to Solargain due to any Government policy, ACT, Regulation or Scheme being repealed, terminated, abolished or materially amended, including (but not limited to) the abolishment or reduction of the Renewable Energy Target.

**15.3. Time for Refunding Amounts** The Deposit will be refunded by us where we terminate pursuant to paragraphs (a) or (b) of clause 15.2 less any payment we are entitled to retain under this Agreement. We will refund amounts payable to you under this clause within 30 days after termination.



#### 16. PERSONAL INFORMATION AND PRIVACY:

**16.1. Personal information** You must provide us with all information which we reasonably request from you in order to supply you with the goods and services under this Agreement, or apply on your behalf for any Government grant, rebate or other benefit which you may be entitled to receive. We may use and disclose the information you provide: (a) to supply goods and services to you under this Agreement; (b) to fulfill our obligations under this Agreement; (c) to assist you to apply for a grant, rebate or other benefit and (d) to provide you with information about our business and services, and the business and services of our contractors and agents. We may disclose the information you provide: (a) to our related bodies corporate, agents and contractors (such as installers, and data processing analysts); (b) to the system component manufacturers and suppliers; (c) to debt collection agencies and credit reporting agencies; (d) to relevant Government Agencies; and (e) as authorised by law. If you provide us with personal information about another person (such as an additional account holder), please make sure that you tell that person about this privacy statement. To access the personal information that we hold about you call us on 1300 739 355 or write to us at SOLARGAIN PV PTY LTD, 10 Milly Court MALAGA, WA 6090. **16.2. Credit Reporting and Creditworthiness** If you are applying for consumer credit or commercial credit from us, then: (a) we may obtain information related to your creditworthiness (including a consumer credit report) from a credit agency, or from any business that reports on creditworthiness, or from any credit provider; (b) we may give information about you to a credit reporting agency to obtain a consumer credit report about you, and also to allow the credit reporting agency to create or maintain a credit information file containing information about you, and (c) exchange permitted credit information about you with other credit providers, to assess your credit worthiness and in circumstances of default (either with us or with the other credit provider). The type of information we may disclose is limited to: (a) your identity particulars; (b) the fact you are entering into an agreement with us; (c) the fact that we are a current credit provider to you (if applicable); (d) any payments overdue for more than 60 days that we have taken steps to recover; (e) information that payments are no longer overdue; (f) Information that in our opinion you have committed a serious credit infringement; and (g) dishonoured payments - if a cheque from you for more than \$100 has been dishonoured more than once. This information may be given before, during or after the provision of credit to you.

#### 17. GENERAL:

**17.1. Notices** Notices sent to you from us, or from you to us, must be in writing. Notices must be addressed to a party as set out in the Customer Quote Form (or any alternative details notified). Notices must be delivered by pre-paid post, and will be considered to be received on the second business day after the date of posting. **17.2. Electronic Communication** You agree that we can use electronic means to give information to you. We can decide procedures as to how communication by electronic means will operate and what things can be communicated by electronic means. **17.3. No Assignment** Unless we give you our prior written consent, you must not transfer, assign or otherwise dispose of any of your rights or obligations under this Agreement. We can assign or novate this Agreement without notice to you to any person that we believe has reasonable commercial and technical capability to perform our obligations under this Agreement. **17.4. Entire Agreement** This Agreement and all applicable law represent the entire agreement between you and us relating to the matters covered by this Agreement. **17.5. Waiver of Rights** If we do not enforce any right under this Agreement this must not be construed as a waiver of our rights under this Agreement. **17.6. Governing Law** This agreement is governed by the laws of the State or territory in which the Property is situated. **17.7. Amendments to this Agreement** A variation of any term of this Agreement must be in writing and signed by the parties. **17.8. Effect of Invalid Terms** If any term of the contract is invalid or unenforceable it can be severed from the contract without affecting the enforceability of other contract terms. **17.9. Joint Customers** If you own the Installation Property together with another person or persons, this agreement binds and is for the benefit of you all jointly and severally.

#### 18. PERSONAL PROPERTIES SECURITIES ACT ("PPSA"):

The provisions of this Agreement relating to our retention of title until you have made payment in full (clause 2.2) gives us rights under the PPSA. We have the right to register the security interest created and have other rights under the PPSA.

#### 19. CLEAN ENERGY COUNCIL CODE OF CONDUCT:

Solargain shall comply with the Clean Energy Council Solar Retailer Code of Conduct.

#### 20. DEFINITIONS AND INTERPRETATION:

The meanings of the terms used in this Agreement are set out below. **Agreement** means the agreement between you and us, including these terms and conditions and the Customer Quote Form. **Business Day** means any day except a Saturday, Sunday or public holiday in the place which the Property is situated. **Customer Quote Form** means the customer quotation or order form or invoice to which these terms and conditions are attached. **Deposit** means the amount you must pay as a deposit, as set out in the Customer Quote Form. **Discounted Purchase Price** means the price identified as such on the Customer Quote Form and/or sales invoice, which is the price payable by you if we are assigned the Renewable Energy Certificates; **Electricity Grid** means the electricity grid to which the Property is connected; **Estimated Installation Date** means the date on which we estimate installation will take place; **Final Installation Date** means the date defined in clause 9.2; **Full Purchase Price** means the price identified as such on the Customer Quote Form and/or sales invoice, which is the price payable by you if we are not assigned the Renewable Energy Certificates; **Government Approvals** means any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval, permit, authority or exemption required under any law or regulations. **GST** means goods and services tax; **Installation** means the services and works required to: (1) conduct pre-installation site inspections at the Installation Property; (2) install the System in accordance with the manufacturer's specifications; (3) test the System to ensure that it is working in accordance with the manufacturer's specifications; and (4) commission the System so that it is operational, in accordance with this Agreement; **Installer** means our contractor or agent who will carry out the installation; **Manufacturer's Warranties** means the warranties provided by the manufacturer of the System in the manufacturer's brochures provided to you with the Customer Quote Form, or the warranties provided by the manufacturer when if an alternative product is provided in accordance with clause 9; **Out of Pocket Price** means the price identified as such on the Customer Quote Form and/or sales invoice, which is the price payable by you if you are eligible and have been approved for a Government Rebate, which will be paid directly to Solargain for the installed system; **Photovoltaic Electricity Generation System** means the components comprising the whole solar power system, excluding an energy storage (battery) system and components unless included in a Photovoltaic Electricity Generation System installed by Us; **Property** means the property at which the System will be installed, located at the installation address set out in the Customer Quote Form; **Purchase Price** means the Discounted Purchase Price or the Full Purchase Price, as payable in accordance with this Agreement; **Recipient Created Tax Invoice (RCTI)** means where after a written agreement has been entered into, the purchaser (or recipient of the supply) issues a tax invoice for the purchase or goods (or services) rather than the seller issuing the invoice. The RCTI acts as a substitute for a tax invoice being issued by the supplier; **Renewable Energy Certificates** means a 'renewable energy certificate' as defined in the Renewable Energy (Electricity) Act 2000 (Cth) and in respect of any Renewable Energy Certificate to be created from 1 January 2011 means a 'small-scale technology certificate' as defined in that Act and includes VEECs (Victorian Energy Efficiency Certificates); **System** means either (1) a solar photovoltaic electricity generation system; (2) an energy storage system; (3) a hot water system; or (4) a combination of any or all of these that is described in the Customer Quote Form; **Up-front Price** means the price identified as such on the Customer Quote Form and/or sales invoice, which is the price payable by you if you are eligible and have been approved for a Government Loan, which will be paid directly to Solargain for the installed system; **We, Us, Solargain** means Solargain PV Pty Ltd (ACN 132 725 501) also Trading as Service My Solar, and Solargain Pty Ltd (ACN 136 092 405) also Trading as Same Day Hot Water and Solargain (QLD) Pty Ltd (ACN 152 166 160); **You, Your** means the person, business or company named as the "Customer" on the Customer Quote Form.

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