

## R JAY ELECTRICAL SERVICES - TERMS AND CONDITIONS

### 1. Definitions

- 1.1 **"Contract"** means the terms and conditions contained herein, together with any Residential Quotation, invoice or other document or amendments expressed to be supplemental to this *Contract*.
- 1.2 **"RJES"** shall mean J & R Samios Pty Ltd ATF the JR Electrical Trust T/A R Jay Electrical Services,, its successors and assigns or any person acting on behalf of and with the authority of the Contractor.
- 1.3 **"Client"** means the person/s or any person acting on behalf of and with the authority of the *Client* requesting *RJES* to provide the *Services* as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one *Client*, is a reference to each *Client* jointly and severally; and
- (b) if the *Client* is a partnership, it shall bind each partner jointly and severally; and
- (c) if the *Client* is a part of a Trust, shall be bound in their capacity as a trustee; and
- (d) includes the *Client's* executors, administrators, successors and permitted assigns.
- 1.4 **"Services"** shall mean all *Services* (including consultation, manufacturing and/or installation services) undertaken by *RJES* and described in this *Contract* and includes any advice or recommendations.
- 1.5 **"Approval Services"** means the work necessary to apply for and obtain any building permits and any prescribed approvals for the *Services*.
- 1.6 **"Goods"** shall mean *Goods* required for completing the *Services*.
- 1.7 **"Intended Use"** means a building product and the use thereof, for which the building product is intended to be, or is reasonably likely to be, associated with a building.
- 1.8 **"Non-Conforming Building Product"** means building products that are regarded as *Non-Conforming* for an *Intended Use* if, when associated with a building:
- (a) the product is not, or will not be, safe; or
- (b) does not, or will not, comply with the relevant regulatory provisions; or
- (c) the product does not perform, or is not capable of performing, for the use to the standard it is represented to conform by or for a person in the chain of responsibility for the product.
- 1.9 **"CEC"** means the Clean Energy Council which is the governing body responsible for the monitoring and auditing of their Approved Solar Retailers "ASR" (including but not limited to, ensuring all consumers are supplied with all the relevant information in respect of the installation and performance of the Goods by their ASR, to allow the consumer to make an informed decision prior to purchase), thereby *RJES* undertakes to meet the CEC Code of Conduct as a ASR with the supply and installation of the Goods and a

copy of the CEC Code of Conduct is available upon request.

**"Personal Information"** means name, address, telephone number, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable).

**"Prime Cost Item"** shall mean an item that either has not been selected, or whose *Contract Price* is not known, at the time this *Contract* is entered into and for the cost of supply and delivery of which *RJES* must make a reasonable allowance in the *Contract*.

**"Provisional Sum"** shall mean an estimate of the cost of carrying out particular *Services* under this *Contract* for which *RJES*, after making all reasonable inquiries, cannot give a definite *Contract Price* at the time this *Contract* is entered into.

**"Defect"** means *Services* that is in breach of a warranty (refer clause 22), *Services* that are not of a standard or quality specified in this *Contract* or a failure to carry out and complete the *Services* in accordance with, and as required by, the plans and specifications covered in this *Contract Price*.

**"Building Act"** means the Domestic Building Contracts Act 2000 (Queensland and includes any amendments from time to time).

**"Worksite"** means the land (or that part of the land) that *RJES* reasonably needs to occupy in order to carry out and practically complete the *Services* required under this *Contract*.

**"Contract Price"** shall mean the *Contract Price* of the *Services* as agreed between *RJES* and the Owner.

**"GST"** means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

In this *Contract*, unless the context requires otherwise:

(a) **Plurals.** The singular shall include the plural and vice versa and words importing one gender shall include every gender and a reference to a person shall include any other legal entity of whatsoever kind and vice versa.

(b) **Business Days.** Business Days means Monday to Friday and shall not include Saturday or Sunday and/or a public holiday in the area of the *Worksite* or throughout the State of Queensland (whether a whole or part of a day).

(c) **Statutory amendments.** A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any

other legislative authority having jurisdiction).

(d) **Parts of Contract.** References to this *Contract* including its clauses, schedules, and annexures.

(e) **Headings.** Headings shall be ignored in construing this document.

### 2. Acceptance/Cooling off Period

Any instructions received by *RJES* from the *Client* (including the acceptance of a Domestic Quotation) for the supply of *Services* and/or the *Client's* acceptance of *Services* undertaken by *RJES* shall constitute acceptance of the terms and conditions contained herein subject to the *Client* being able to terminate this *Contract* (subject to clause 2.2) within ten (10) Business Days following the later of:

- (a) receipt from *RJES* of a signed copy of this *Contract*; or
- (b) receipt from *RJES* of a copy of the appropriate contract information sheet.

To terminate this *Contract* the *Client* must complete a withdrawal notice within the timeframe specified in clause 2.1 above, and:

- (a) give it to *RJES*; or
- (b) leave it at *RJES's* address in this *Contract*; or
- (c) serve it on *RJES* in accordance with any provision in the *Contract* providing for delivery of notices on *RJES* by the *Client*; and
- (d) pay to *RJES* the sum of one hundred dollars (\$100) plus any out-of-pocket expenses reasonably incurred by *RJES* before the date of withdrawal from this *Contract*, unless subject to clause 28.1.

Subject to clauses 2.1 and 2.2 upon acceptance of this *Contract* by the *Client*, this *Contract* is binding and can only be rescinded in accordance with this *Contract* or with the written consent of *RJES*.

None of *RJES's* agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of J & R Samios Pty Ltd T/A R Jay Electrical Services, in writing nor is *RJES* bound by any such unauthorised statements.

*RJES* will permit the *Client* or any person authorised by the *Client* (either together or separately) to have reasonable access to the *Worksite* and to view any part of the *Services*. The Owner agrees to allow sufficient notice of such required access and shall abide by any occupational health and safety laws that may apply to the *Worksite*; it shall be the *Client's* responsibility to discuss this with *RJES* before attending the *Worksite* inspection. If either party to this *Contract* is given notice by the other party to this *Contract* that they are in substantial breach of this *Contract* and does not rectify or attempt to substantially rectify any breach stated in the notice within ten (10) Business Days

of receiving such notice then the party giving the notice may by giving a separate notice to the other party terminate this *Contract*.

### 3. Permits, Prescribed Approvals and 4.2 Third Party Requirements

3.1 Unless otherwise stated in the *Contract Price* details, *RJES* must perform the *Approval Services*.

3.2 If *RJES* is responsible for applying for a permit under the *Contract Price*, the *Client* must, as soon as practicable give instructions to *RJES* for *RJES* to apply for the necessary permit.

3.3 If *RJES* performs the *Approval Services*, any fee or associated charge (or both) incurred as a result of that *Approval Services* by *RJES* is included in the *Contract Price* unless expressly excluded.

3.4 Any *Approval Services* will be performed punctually and diligently so that the necessary permits and approvals can be obtained at the earliest practicable date.

3.5 Furthermore, the both parties agree:

- (a) *RJES* will be responsible for applying for a permit and must secured its issue with sixty (60) calendar days from the date of being given notice or instructions by the *Client* under 3.2;
- (b) the *Client* is required to give notice or instructions to *RJES* under 3.2 within sixty (60) calendar days from the date of this *Contract*;
- (c) if the *Client* is responsible for applying for a permit the *Client* must secured its issue within sixty (60) calendar days form the date of this *Contract*;

3.6 Failure to comply with 3.5, either party may terminate this *Contract* by giving notice of termination. The terminating party must give the notice with ten (10) 4.3 Business Days after the sixty (60) day period expires. If this *Contract* is terminated under this clause, the *Client* is liable to pay *RJES* reasonable costs incurred in association with the *Approval* 4.4 *Services* but no more.

3.7 Both parties acknowledge and agree:

- (a) to comply with the National Construction Code and the *Building Act*, in respect of all workmanship and building products to be supplied during the course of the *Services*; and
- (b) that *Services* will be provided in accordance with any current relevant Australian/New Zealand Standards applicable.

### 4. Variations

4.1 In the event that the *Client* requests a variation all such requests shall be made in writing. If *RJES* believes the variation will not require a variation to any permit and will not cause any delay, and will not add more than two percent (2%) to the *Contract*, then *RJES* may carry out the variation otherwise *RJES* will give the *Client* a written variation document 5. detailing the *Services*, the amended 5.1 *Contract Price*, the estimated time to

undertake the variation, and the likely delay, if any, and require written acceptance by the *Client* of the variation before commencing *Services* on the 5.2 variation.

In the event that *RJES* requests a variation, *RJES* will, in writing;

- (a) state the reason for the variation; and
- (b) provide a full description of the 5.3 variation, such as the following;
  - (i) if a variation to the *Services* originally scheduled (including any applicable plans, *Client* and/or site requirements, or specifications) is requested; or
  - (ii) where the value of any 6. Renewable Energy 6.1 Certificate's (REC's) and/or Smallscale Technology Certificates (STC's) upon which the sale *Contract Price* is dependant, changes as REC's and/or STC's are traded on the open market 6.2 and the price varies from time to time; or
  - (iii) where there is any change to any monies available to the *Client* from the Australian Federal Government's Renewable Energy Target Program (RET Program), (if applicable) or any other Commonwealth, State or Local Government rebates or 6.3 incentives and
- (c) state any effect the variation will have on the *Contract*, including but not limited to, the *Contract Price*, completion date and whether further 6.4 permits or authorisations are required.

Other than for the events outlined in 6.5 clause 4.4 *RJES* shall obtain written acceptance from the *Client* of any variation submitted by *RJES* before commencing *Services* on the variation.

In the event of: 6.6

- (a) unforeseeable problems with the *Worksite* which are only revealed when undertaking the *Services* which *RJES* considers should be immediately rectified for the safe completion of the *Services*; or 6.7
- (b) *RJES* being instructed to undertake extra *Services* by any person authorised by the *Building Act*;

then *RJES* may carry out any *Services* needed to fix any such problem/s or carry out any such instructions. Any such additional *Services* necessary are to be treated as a variation. However, if a 7. *Contract Price* is not agreed upon with the 7.1 *Client*, but *RJES* reasonably believes the variation will not require a variation to any permit and will not cause any delay and will not add more than two percent (2%) to the *Contract Price*, stated in this *Contract*, then *RJES* may carry out the variation.

### Contract Price and Payment

Time for payment for the *Services* shall be 7.2 of the essence and will be stated on the

invoice. If no time is stated then payment shall be due seven (7) days following the date of the invoice.

Payment will be made by cash, or by bank cheque, or by direct credit, or by electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the *Client* and *RJES*.

The *Contract Price* shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such tax is expressly included in the *Contract* schedule.

### Rebates and Incentives

In order to claim a Federal Government financial incentive available un the Small-scale Renewable Energy Scheme ("SRES"), the Owner must use a CEC-accredited installer and designer, in accordance with the Renewable Energy (Electricity) (Cth) Regulations 2001.

Notwithstanding clause 6.1, the *Client* acknowledges and authorises *RJES* to apply in the *Client's* name for any grant, rebate or any other benefit (hereafter referred to as a Rebate) available, (if applicable) from the Commonwealth, State Government, or any local state Solar Feed Tariff Schemes in relation to the installation of a solar system and to receive payment of that Rebate on the *Client's* behalf.

The *Client* agrees to sign any necessary documents, provide any necessary information and take any necessary action *RJES* may require, to enable *RJES* to obtain payment of a Rebate.

If *RJES* receives payment of a Rebate, *RJES* will apply that payment in or towards satisfaction of the *Price*.

*RJES* is not responsible for any failure to obtain a Rebate and the *Client* shall remain liable to *RJES* for the whole of the *Price* and any other amounts due to *RJES* which are not paid in full.

The *Client* unconditionally assigns all Renewable Energy Certificates (RECs) and/or Smallscale Technology Certificates (STC's) to which the *Client* is entitled in respect of the *Services* to *RJES*, unless otherwise negotiated.

The *Client* acknowledges that, in certain circumstances, the Commonwealth Government, State Government or local government council (as applicable) may require repayment of a Rebate by the *Client* and in such circumstances *RJES* will have no liability to the *Client*.

### Finance

If this *Contract* is conditional upon the *Client* obtaining a loan from an Australian financial institution then they shall provide *RJES* with written confirmation of the loan approval by the date specified in in the *Contract*. Such written confirmation is to include confirmation from the financial institution that *RJES* may commence the *Services*.

The *Client* shall authorise the *Client's* lender to, and the *Client's* lender may

- then, pay all monies advanced to the *Client* for payment of the *Contract Price* of the *Services* (or any part thereof) and approved by the *Client* direct to *RJES*.
- 7.3 In the event that any such loan application is declined then the *Client* shall have the right to withdraw from this *Contract* subject to the *Client* providing *RJES* with written evidence within five (5) Business Days of the date specified in the *Contract* that the loan was declined. Upon receipt of such evidence *RJES* shall refund the *Client* any deposit paid in accordance with clauses 28.1 and 28.2.
8. **Security Monies**
- 8.1 The *Client* shall, prior to the commencement of the *Services*, deposit any *Security Monies* into an interest-bearing account at a financial institution mutually agreed between the *Client* and *RJES*. The account must be a joint account in the names of both the *Client* and *RJES* and withdrawals shall require the signature of both of those parties.
- 8.2 It is agreed that *Security Monies* shall be used to pay progress payments to *RJES* before any loan monies are used to pay progress payments.
- 8.3 In the event that the *Client* fails to pay any *Security Monies* due to *RJES* or *RJES* terminates this *Contract* under clause 27 then *RJES* shall be entitled to *Security Monies* equivalent to any amount due and owing to *RJES* after having applied clauses 27.3 and 27.4.
- 8.4 After payment of the final progress payment to *RJES* any *Security Monies* remaining in the account (including any interest) shall belong to the *Client* (including any interest earned thereon).
9. **Provision of the Services**
- 9.1 Subject to clause 9.2 it is *RJES*'s responsibility to do everything that it is reasonably possible for *RJES* to do to ensure that the *Services* start as soon as it is reasonably possible.
- 9.2 The *Services*' proposed commencement date will be put back and the building period extended by whatever time is reasonable in the event that *RJES* claims an extension of time (by giving the *Client* written notice) where completion is delayed by an event beyond *RJES*'s control, including but not limited to any failure by the *Client* to:
- (a) make a selection; or
- (b) have the site ready for installation; or
- (c) notify *RJES* that the site is ready.
- 9.3 The *Services* shall be deemed to be at final completion when:
- (a) the *Services* carried out under this *Contract* have been completed in accordance with the plans and specifications set out in this *Contract*; and
- (b) the *Client* is given either:
- (i) a copy of the certificate of final inspection;
- (ii) handed over to the *Client*, all guarantees, instruction manuals and related documents relating to the *Services* and any permits, certificates or notices relating to the *Services*.
- 11.3 The failure of *RJES* to deliver shall not entitle either party to treat this *Contract* as repudiated. *RJES* shall not be liable for any loss or damage whatever due to failure by *RJES* to deliver the *Services* (or any of them) promptly or at all, where due to circumstances beyond the control of *RJES*.
10. **Suspension of the Services**
- 10.1 In the event that the *Client* fails or refuses to comply with an obligation specified in this *Contract* then *RJES* shall be entitled (without prejudice to any other rights of *RJES* under this *Contract*) to suspend the *Services*. Where *RJES* intends to suspend the *Services* under the provision of this clause, *RJES* must immediately notify the *Client* of the same in writing detailing the reasons for the suspension. The building period shall then be deemed to be suspended by a period equivalent to the period that commences from the date the notice was given to the *Client* by *RJES* continuing until *RJES* recommences *Services*.
- 10.2 The *Client* must remedy all breaches listed in *RJES*'s suspension notice within ten (10) Business Days of receipt of such notice.
- 10.3 *RJES* shall within ten (10) Business Days of confirmation that the breaches listed in the suspension notice have been remedied by the *Client*, recommence the *Services*.
- 10.4 In the event that *RJES* incurs any additional cost as a result of suspending and/or recommencing the *Services* then all such additional costs will be deemed as being in addition to the *Contract Price* and treated as a variation in accordance with clause 4.
- 10.5 For the sake of clarity nothing in this clause 10 shall prevent *RJES*'s right to terminate this *Contract* in accordance with the provisions of clause 27.
11. **Contract Documents - Discrepancies and Ambiguities**
- 11.1 If either party to this *Contract* finds any discrepancy or ambiguity in this *Contract* or any other documentation forming part of this *Contract* then that party must immediately notify the other party of the same in writing. Upon receipt of such notice it is agreed that both parties shall confer with each other in an attempt to resolve the discrepancy or ambiguity and where necessary the order of precedence specified in clause 32.8 shall apply.
- 11.2 If the parties cannot reach resolution over the discrepancy or ambiguity then either:
- (a) the matter is to be resolved in accordance with clause 26; or
- (b) the *Client* must give to *RJES* sufficient written instruction to enable *RJES* to proceed with the *Services*.
12. If, as a consequence of resolution under this clause 10, the *Contract Price* needs to vary and the problem that was resolved was not caused solely by documents provided by *RJES* then any price adjustment shall be deemed a variation and *RJES* shall provide to the *Client* a variation document in compliance with clause 4 above.
- The Worksite and Worksite Access**
- The *Client* shall ensure that *RJES* has clear and free access to the *Worksite* at all times to enable them to undertake the *Services* (including carrying out *Worksite* inspections, gain signatures for required documents, and for the delivery and installation of the *Goods*); and
- (a) *RJES* shall not be liable for any loss or damage to the *Worksite* (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas etc.) unless due to *RJES*'s negligence; and
- (b) if the *Services* are interrupted by the failure of the *Client* to adhere to the work schedule agreed to between *RJES* and the *Client*, any additional costs will be invoiced to the *Client* as a variation in accordance with clause 4.
- 12.2 It is the intention of *RJES* and agreed by the *Client* that it is the *Client*'s responsibility to:
- (a) remove from the work area any furniture, personal effects or other property likely to impede *RJES* in order to minimise the risk of injury or any damage; and
- (b) provide *RJES*, while at the *Worksite*, with adequate access to available water, electricity, toilet and washing facilities.
- 12.3 The *Client* agrees to be present at the *Worksite* when and as reasonably requested by *RJES* and its employees, contractors and/or agents.
- 12.4 Where *RJES* requires that *Goods*, tools etc. required for the *Services* be stored at the *Worksite*, the *Client* shall supply *RJES* a safe area for storage and shall take all reasonable efforts to protect all items from destruction, theft or damage. In the event that any of the stored items are destroyed, stolen or damaged, then the cost of repair or replacement shall be the *Client*'s responsibility.
- Worksite Inductions:**
- (a) in the event the *Client* requires an employee or sub-contractor of *RJES* to undertake a *Worksite* induction during working hours, the *Client* will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the *Client* shall be liable to pay *RJES*'s standard (and/or overtime, if applicable) hourly labour rate; or
- (b) where *RJES* is in control of the *Worksite*, the *Client* and/or the *Client*'s third-party contractors must initially carry out *RJES*'s Health &



Safety induction course before 14.1  
access to the *Worksite* will be granted. Inspection of the *Worksite* during the course of the *Services* will be by **appointment only** and unless otherwise agreed, in such an event the *Client* and/or third party acting on behalf of the *Client* must at all times be accompanied by *RJES*.

**13. Client's Responsibility and Goods, Documents and/or Works Supplied by the Client**

13.1 It is the intention of *RJES* and agreed by the *Client* that:

- (a) any building/construction sites will comply with all Queensland work health and safety (WHS) laws relating to building/construction sites and any other relevant safety standards or legislation; and
- (b) *RJES* is not responsible for the removal of rubbish from or clean-up of the building/construction site/s. This is the responsibility of the *Client* or the *Client's* agent.

13.2 The *Client*:

- (a) warrants that any documentation supplied for the *Services* and the content or methods therein are accurate and/or suitable to be used for the purpose for which the document/s were created;
- (b) agrees that it is reasonable for *RJES* to rely on the documentation;
- (c) agrees to supply *RJES* with as many copies of the documentation as *RJES* may reasonably need to perform the *Services* or to obtain any necessary approvals required for the *Services*.

13.3 In the event that the *Client* undertakes or employs any third party to undertake any works at the *Worksite* whilst *RJES* is undertaking *Services* then the *Client* must ensure that the *Client* and/or any third party so employed:

- (a) is appropriately licensed for the works being undertaken, and will provide evidence of the same upon request by *RJES*;
- (b) does not interfere with the progress of *Services* by *RJES*;
- (c) holds all relevant insurances as *RJES* is required to hold or as are otherwise required under this *Contract*;
- (d) co-operates with all requests or directives of *RJES* in relation to the timeliness and co-ordination of works to be performed;
- (e) co-operates as may be reasonably expected with all other persons on the *Worksite*; and
- (f) discusses any *Worksite* issues directly with *RJES* and not with any of *RJES's* employees.

13.4 In the event that the *Client* or the *Client's* third party employees do not comply with 13.3, then *RJES* may require the non-compliant party to either leave and/or stay off the *Worksite* as *RJES* may so direct.

**Insurance**

*RJES* shall:

- (a) in respect of its employees meet all current requirements of the Workers' Compensation & Rehabilitation Act 2003;
- (b) meet all current requirements of the Building Code of Australia, Australian Standards and Queensland legislation;
- (c) maintain during the course of the *Services* a Contract Works Insurance policy in the name of *RJES*, the *Client* and the *Client's* lender (if required) for the full insurable value of the *Services* such policy to remain in place until completion takes place or the *Client* takes earlier possession of the *Worksite*;
- (d) maintain during the *Services* Public Liability Insurance cover of not less than five million dollars (\$5M) for any one occurrence, and which covers liabilities to third parties in respect of personal injury, death and loss or damage to property which may arise out of or in connection with the carrying out of the *Services*;
- (e) provide such domestic building Insurance as is required under the *Building Act*;
- (f) provide evidence of all or any of the above policies to the *Client* upon request; and
- (g) not have any liability in terms of any loss, claim, damage, or legal action howsoever arising in respect of any materials or other property placed on the *Worksite* without *RJES's* knowledge and/or written approval.

14.2 The insurance referred to in clause 14.1 shall be held with a reputable Australian insurer, at the discretion of *RJES*.

14.3 If the *Services* involve the repair, alteration, or any addition to an existing building then the *Client* shall effect and maintain during the course of the *Services* insurance cover for the full replacement value of any buildings which will be affected by the *Services* (including the contents thereof) against loss, damage and all other usual risks, and shall provide evidence of the currency of the insurance to *RJES* upon request. Such cover is to be provided by the *Client* until completion in accordance with the plans and specifications or the *Client* takes total possession of the *Worksite* whichever first occurs.

**Risk**

15.1 If *RJES* retains ownership of the *Goods* nonetheless, all risk for the *Goods* passes to the *Client* on completion.

15.2 The *Client* warrants that any structures to which the *Goods* are to be affixed are able to withstand the installation of the *Goods* and that any electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the *Goods* once installed. If, for any reason (including the discovery of

asbestos, defective or unsafe wiring, or dangerous access to roofing or risk), *RJES* reasonably forms the opinion that the *Client's* premises is not safe for the installation of *Goods* to proceed then *RJES* shall be entitled to delay installation of the *Goods* (in accordance with clause 9.2) until *RJES* is satisfied that it is safe for the installation to proceed.

15.3 In the event where additional services are required due to the discovery by the Contractor of hidden or unidentifiable difficulties (including, but not limited to, any inclement weather, limitations to accessing the site, obscured site/building defects, safety considerations/health hazards (such as the discovery of asbestos), prerequisite work by any third party not being completed, or hidden wiring in walls etc) which are only discovered on commencement of the *Services*, then a variation to the *Contract Price* will apply and shall be summarised in detail to the *Client* in accordance with clause 4, prior to continuing with the *Services*.

15.4 Where the *Goods* are to be installed on a tiled roof *RJES* gives no guarantee (expressed or implied) against crazing, cracking, chipping or scratching that may occur that is beyond *RJES's* control due to the nature of the product at the time of installation of the *Goods*. *RJES* will repair any damage to the tiles to a reasonable standard therefore *RJES* recommends that the *Client* allows for extra tiles for such breakages. *RJES* will not be held accountable for obtaining replacement tiles.

**Specifications**

The *Client* acknowledges that:

- (a) all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in *RJES's* fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The *Client* shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the *Contract*, unless expressly stated as such in writing by *RJES*;
- (b) while *RJES* may have provided information or figures to the *Client* regarding the performance of the *Goods*, the *Client* acknowledges that *RJES* has given these in good faith, and are estimates based on Clean Energy Council (CEC) prescribed estimates. The energy generation may be less than estimates due to factors out of *RJES's* control (including, but not limited to, hours of sunlight, cloud cover, weather patterns, the location (geographical or otherwise) of the *Goods* and the location of surrounding structures and flora;
- (c) some buildings may not have the optimum orientation for the installation of the *Goods* or

components, and therefore understands and accepts that the *Goods* performance may be compromised in such situations. Notwithstanding the former *RJES* will use its best endeavours to install and position the *Goods* to maximise orientation and exposure to direct sunlight.

16.2 The *Client* shall be responsible for ensuring that the *Goods* ordered are suitable for their intended use.

## 17. Solar Panels

17.1 Whilst the final location of the inverter and solar panels is at the discretion of the *Client*, a charge will apply as a variation as per clause 4, if the *Client* requests the inverter and/or panels to be installed in a different location other than that agreed upon by both parties.

17.2 The *Client* acknowledges and agrees that it is their responsibility to insure any equipment partly or completely installed on *Worksite*, against theft or damage.

17.3 In the event that the electrical wiring is required to be re-positioned at the request of any third party contracted by the *Client* then the *Client* agrees to notify *RJES* immediately upon any proposed changes. The *Client* agrees to indemnify *RJES* against any additional costs incurred with such a relocation of electrical wiring. All such variances shall be invoiced in accordance with clause 4.

17.4 The *Client* acknowledges and accepts that the mains power is required to be isolated in order for *RJES* to complete the final connection of the solar main switch, the *Client* agrees to indemnify *RJES* in respect of all and any liability claims, loss, damage, costs and fines if a power surge is to occur when the power is turned back on.

17.5 The *Client* warrants that the roof is structural sound and that any and all pre-existing damages have been brought to *RJES* attention prior to the commencement of the *Services*. *RJES* will conduct a roof inspection and reserves the right to halt all *Services* (in accordance with clause 9.2) if in their opinion the roof is unsafe and/or if any existing damages need repairing in order for *RJES* to complete the scheduled *Services*, the *Client* will be informed of this and will be given a revised quotation or estimate to repair any issues (including but not limited to broken tiles, etc.). Should the *Client* not wish to proceed *RJES* will charge a standard fee for the time spent on site based on the Contractor's quotation.

17.6 All work will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with the Australian Wiring standards.

## 18. Underground Services

18.1 Prior to *RJES* commencing the *Services* the *Client* must advise *RJES* of the

precise location of all underground services on the *Worksite* and clearly mark the same. The underground mains and services the *Client* must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the *Worksite*.

18.2 Whilst *RJES* will take all care to avoid damage to any underground services the *Client* agrees to indemnify *RJES* in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 18.1.

## 19. Surplus Goods

19.1 Unless otherwise stated elsewhere in this *Contract*,

- (a) only suitable new *Goods* will be used;
- (b) demolished materials remain the *Client*'s property; and
- (c) *Goods* which *RJES* brings to the *Worksite* which are surplus remain the property of *RJES*.

## 20. Title

20.1 It is the intention of *RJES* and agreed by the *Client* that ownership of *Goods* shall not pass until:

- (a) the *Client* has paid all amounts owing for the particular *Goods*; and
- (b) the *Client* has met all other obligations due by the *Client* to *RJES* in respect of all contracts between *RJES* and the *Client*.

20.2 Receipt by *RJES* of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then *RJES*'s ownership or rights in respect of *Goods* shall continue.

20.3 It is further agreed that:

- (a) where practicable the *Goods* shall be kept separate and identifiable until *RJES* shall have received payment and all other obligations of the *Client* are met;
- (b) until such time as ownership of the *Goods* shall pass from *RJES* to the *Client* *RJES* may give notice in writing to the *Client* to return the *Goods* or any of them to *RJES*. Upon such notice the rights of the *Client* to obtain ownership or any other interest in the *Goods* shall cease;
- (c) *RJES* shall have the right of stopping the *Goods* in transit whether or not delivery has been made;
- (d) if the *Client* fails to return the *Goods* to *RJES* then *RJES* or *RJES*'s agent may (as the invitee of the *Client*) enter upon and into land and premises owned, occupied or used by the *Client*, or any premises where the *Goods* are situated and take possession of the *Goods*.

## Personal Property Securities Act 2009 ("PPSA")

In this clause:

- (a) financing statement has the meaning given to it by the PPSA;
- (b) security agreement means the security agreement under the PPSA created between the *Client* and *RJES* by these terms and conditions; and
- (c) security interest has the meaning given to it by the PPSA.

21.1 Upon assenting to these terms and conditions in writing the *Client* acknowledges and agrees that these terms and conditions:

- (a) constitute a security agreement for the purposes of the PPSA; and
- (b) create a security interest in:
  - (i) all *Goods* previously supplied by *RJES* to the *Client* (if any);
  - (ii) all *Goods* that will be supplied in the future by *RJES* to the *Client*.

21.3 The *Client* undertakes to:

- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which *RJES* may reasonably require to:
  - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - (ii) register any other document required to be registered by the PPSA; or
  - (iii) correct a defect in a statement referred to in clause 21.3(a)(i) or 21.3(a)(ii);
- (b) indemnify, and upon demand reimburse, *RJES* for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any *Goods* charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of *RJES*; and
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the *Goods* in favour of a third party without the prior written consent of *RJES*.
- (e) immediately advise the Contractor of any material change in its business practices of selling the *Goods* which would result in a change in the nature of proceeds derived from such sales.

21.4 *RJES* and the *Client* agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

21.5 The *Client* hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

- 21.6 The *Client* waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 21.7 Unless otherwise agreed to in writing by *RJES*, the *Client* waives its right to receive a verification statement in accordance with section 157 of the PPSA.
- 21.8 The *Client* shall unconditionally ratify any actions taken by *RJES* under clauses 21.3 to 21.5.
- 22. Warranty**
- 22.1 To the extent required by the Domestic Building Contracts Act 2000, *RJES* warrants that:
- (a) the *Services* shall be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the *Contract* schedule;
  - (b) all *Goods* supplied be good and, having regard to the relevant criteria, suitable for the purpose for which they are used and that, unless otherwise stated in this *Contract*, those *Goods* will be new;
  - (c) the *Services* will be carried out in accordance with, and comply with, all statutes, regulations and bylaws of government and legal requirements (including, but not limited to, the *Building Act* and regulations under that Act and the Clean Energy Council Code of Conduct);
  - (d) the *Services* will be carried out with reasonable skill and care and will be completed by the date specified in the *Contract*;
  - (e) the *Services* will be carried out in accordance with the plans and the specifications to this *Contract*;
  - (f) if the *Services* consist of the erection or construction of a home, or is work intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, the home will be suitable for occupation at the time the work is completed; and
  - (g) if the *Contract* states the particular purpose for which the *Services* are required, or the result which the *Client* wishes the *Services* to achieve (so as to show that the *Client* relies on *RJES*'s skill and judgement) then the *Services* and any *Goods* will be reasonably fit for that purpose or will be of such a nature and quality that they might reasonably be expected to achieve that result.

22.2 Subject to the conditions of warranty set out in clause 22.3 *RJES* warrants that if any defect in any workmanship or the operation and performance of the *Goods* (i.e. the whole solar PV system) of *RJES* becomes apparent and is reported to *RJES* within the standard minimum five (5) years as required by Section 2.2.10 of the Solar Retailer Code of Conduct of the date of installation (time being of the essence) then *RJES* will either (at *RJES*'s

sole discretion) replace or remedy the workmanship.

22.3 If the *Client* is a consumer within the meaning of the CCA, *RJES* liability is limited to the extent permitted by section 64A of Schedule 2.

22.4 If *RJES* is required to replace any *Goods* under this clause or the CCA, but is unable to do so, *RJES* must refund any money the *Client* has paid for the *Goods*.

22.5 If *RJES* is required to rectify, re-supply, or pay the cost of re-supplying the *Services* under this clause or the CCA, it must be done so within a reasonable timeframe as to be agreed between the two parties but if *RJES* is unable to do so, then *RJES* must refund any money the *Client* has paid for the *Services* but only to the extent that such refund shall take into account the value of *Services* and *Goods* which have been provided to the *Client* which were not defective.

22.6 The conditions applicable to the warranty given by clause 22.2 are:

- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
  - (iii) failure on the part of the *Client* to properly maintain any *Goods*; or
  - (iv) failure on the part of the *Client* to follow any instructions or guidelines provided by *RJES*; or
  - (v) any use of any *Goods* otherwise than for any application specified on a quote or order form; or
  - (vi) the continued use of any *Goods* after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
  - (vii) fair wear and tear, possums any accident or act of God.
- (b) the warranty shall cease and *RJES* shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without *RJES*'s consent.
- (c) in respect of all claims *RJES* shall not be liable to compensate the *Client* for any delay in either replacing or remedying the workmanship or in properly assessing the *Client*'s claim.

For *Goods* not manufactured by *RJES* the warranty shall be the current warranty provided by the manufacturer of the *Goods*. *RJES* shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer's warranty.

**The Commonwealth Competition and Consumer Act 2010, Domestic Building Contracts Act 2000, Clean Energy Council (CEC) Solar Retailer Code of Conduct ("the Code"), Renewable Energy (Electricity) (Cth) Regulations 2001 or Fair Trading Acts**

Nothing in this *Contract* is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Competition and Consumer Act 2010, Domestic Building Contracts Act 2000, Clean Energy Council (CEC) Solar Retailer Code of Conduct ("the Code"), Renewable Energy (Electricity) (Cth) Regulations 2001, or the Fair Trading Acts in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.

**Intellectual Property**

Where *RJES* has designed, drawn, written plans or a schedule of *Services*, or created any products for the *Client*, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in *RJES*, and shall only be used by the *Client* at *RJES*'s discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of *RJES*.

The *Client* warrants that all designs, specifications or instructions given to *RJES* will not cause *RJES* to infringe any patent, registered design or trademark in the execution of the *Client*'s order and the *Client* agrees to indemnify *RJES* against any action taken by a third party against *RJES* in respect of any such infringement.

The *Client* agrees that *RJES* may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which *RJES* has created for the *Client*.

**Default and Consequences of Default**

Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at *RJES*'s sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

If the *Client* owes *RJES* any money the *Client* shall indemnify *RJES* from and against all costs and disbursements incurred by *RJES* in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, *RJES*'s contract default fee, and bank dishonour fees).

Further to any other rights or remedies *RJES* may have under this *Contract*, if the *Client* has made payment to *RJES*, and the transaction is subsequently reversed, the *Client* shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by *RJES* under this clause 25 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the *Client*'s obligations under this *Contract*.

Without prejudice to any other remedies *RJES* may have, if at any time the *Client* is in breach of any obligation (including



those relating to payment) under these terms and conditions *RJES* may suspend or terminate the supply of *Services* to the *Client*. *RJES* will not be liable to the *Client* for any loss or damage the *Client* suffers because *RJES* has exercised its rights under this clause.

25.5 Without prejudice to *RJES*'s other remedies at law *RJES* shall be entitled to cancel all or any part of any order of the *Client* which remains unperformed and all amounts owing to *RJES* shall, whether or not due for payment, become immediately payable in the event that:

- the *Client* becomes unable to pay their debts or bankrupt; or
- enters into an arrangement with, or makes an assignment for the benefit of their creditors; or
- a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of any asset of the *Client*.

**26. Disputes & Complaints Policy**

26.1 Where a dispute/complaint arises between the Parties, it will be referred to *RJES* and the *Client*'s directors for resolution. *RJES* and the *Client* agree to solve any disputes/complaint amicably and in good faith and on a without prejudice basis in line with CEC's Code of Conduct Code 2.4.5, including the Australian Standard on Complaints Handling AS ISO 10002-2006 and all subsequent amendments thereof, and not begin court proceedings or mediation or arbitration proceedings until the dispute/complaint resolution channel provided in this clause has been exhausted.

26.2 If a resolution is not provided within the relevant Code of Conduct timeframes, the *Client* may, without limiting their other rights and remedies:

- escalate the request to the Parties' respective relationship managers identified below and then to their respective senior management identified below:

***RJES*'s Contacts:**

- Contact Name: Robina Samios
- Contact Title: General Manager
- Contact Email Address: [admin@rjayelectrical.com.au](mailto:admin@rjayelectrical.com.au)
- Contact Number: 07 3279 0000

**<INSERT CLIENT DETAIL> Contacts:**

- Primary Contact Name: <INSERT DETAIL>  
Primary Contact Title: <INSERT DETAIL>  
Primary Contact Email Address: <INSERT DETAIL>  
Primary Contact Number: <INSERT DETAIL>
- Escalation Contact Name: <INSERT DETAIL>  
Escalation Contact Title: <INSERT DETAIL>  
Escalation Contact Email Address: <INSERT DETAIL>

Escalation Contact Number:

<INSERT DETAIL>

26.3 The dispute/complaint resolution process will be as follows:

- A party may give notice to the other party about the nature of the dispute or complaint (a "Dispute/Complaint Notice") and the parties will seek to reach settlement amongst themselves within twenty-one (21) Business Days of receipt of the Dispute/Complaint Notice ("Negotiation Period"). Should the Parties fail to determine the dispute within the Negotiation Period, the Parties may seek within a further period of twenty-four (24) Business Days (or such longer period as agreed in writing between the Parties) to reach Agreement on:

- a mediation procedure out of courts and arbitration proceedings, (such as mediation, reconciliation or expert determination process);**
- the steps to be taken by each Party and the timing of those steps;**
- who will be the independent person/body conducting the mediation process and who will pay for such independent person's/ body's professional fees and expenses.**

- If the Parties fail to solve the entire dispute/complaint or fail to reach agreement on any of the matters described above within forty-five (45) days (or any other period agreed in writing) from the date of the Dispute/Complaint Notice, either *RJES* or the *Client* may commence court proceedings or arbitration proceedings to resolve the dispute by lodging a claim with either:

- the Queensland Civil and Administrative Tribunal (QCAT), all information is accessible on the website at: <https://www.qbcc.gov.au/consumers/complaints>; or
- the Australian Competition and Consumer Commission, all information is accessible from the website at: <https://www.accc.gov.au>.

26.4 Where a dispute/complaint exists, each of the Parties must continue to perform its obligations under this *Contract*, unless the other Party evinces an intention not to comply with this clause.

26.5 Furthermore, where the complaint is in relation to any staff member of J & R Samios Pty Ltd T/A R Jay Electrical Services.:

- the complaint, and the identity of the complainant, will be kept confidential between the parties concerned;
- a written record of events will be documented by J & R Samios Pty Ltd T/A R Jay Electrical Services' director, in order to authenticate, monitor and evidence the complaint;

- all compiled written information will be considered by the Director of J & R Samios Pty Ltd T/A R Jay Electrical Services, to enable an informed decision to be made regarding the complaint;
- the complainant and applicable staff member(s) will be advised of the outcome of the investigation and any disciplinary action, which will be managed in accordance with the Fair Work Act 2009, etc.;
- in the event the complainant is unsatisfied with the outcome of the investigation, *RJES* and the complainant shall confer to discuss the matter further.

**27. Termination by *RJES***

27.1 Without prejudice to any other remedies *RJES* may have, if at any time the *Client* is in breach of any obligation (including those relating to payment, whether or not the payment is due to *RJES*) *RJES* may suspend or terminate the provision of *Services* to the *Client*, and any of its other obligations under this Agreement. *RJES* will not be liable to the *Client* for any loss or damage the *Client* suffers because *RJES* has exercised its rights under this clause.

27.2 *RJES* may, in addition to their right to terminate under clause 27.1:

- do so at any time:
  - prior to the commencement of the *Services*, by giving thirty (30) Business Days' notice to the *Client*, in the event *RJES* determine it is not technically, commercially or operationally feasible to provide the *Services* to the *Client*;
  - in the event the *Client* materially breaches this *Contract*, and such breach is not capable of remedy; or
  - fails to comply with the *Client*'s obligations under clauses 3, 4, 5, 6, 8, 9, 10, 11, 13, or 14 (each as applicable to this *Contract*);
  - is otherwise in substantial breach of this *Contract*.

If *RJES* serves notice on the *Client* under clause 27.2, then such notice must:

- include full details of the alleged breach or breaches; and
- state that it is *RJES*'s intention to terminate the *Contract* unless the *Client* has remedied all such breaches within ten (10) Business Days of receipt by the *Client* of such notice.

27.4 If the *Contract* is ended under this clause 27, (unless subject to clause 28.1 and a full refund applies) then *RJES* is entitled to a reasonable amount for any *Services* already carried out, plus any other costs incurred by *RJES* as a result of, or prior to, the termination of the *Contract*, including, but not limited to:

- the cost of any *Goods* already purchased for the *Services*, or ordered from *RJES*'s suppliers

which cannot be returned to *RJES's* 29.1 suppliers, or for which the order cannot be cancelled;

- (b) any restocking fees charged by *RJES's* suppliers;
- (c) any additional costs incurred by *RJES* through having to quit the *Worksite* early;
- (d) any default interest, fees or charges that *RJES* is entitled to charge, or incurs, under clause 25.

**28. Termination by Client and Refund Policy**

28.1 The Client shall have the right to terminate the *Contract* and request a full refund, in the event that:

- (a) the final system design provided in accordance with CEC Code of Conduct 2.1.6(e) where a *Worksite*-specific full system design including the proposed roof plan, orientation and tilt, expected efficiency losses due to shading, and the system's *Worksite*-specific estimated energy yield (as per the diagram provided with the Domestic Quotation), and supporting information is not provided prior to the expiry of the ten (10) days cooling-off period for the *Client* to make an informed 29.2 decision on and consent; or
- (b) CEC Code of Conduct 2.1.6(f) where any *Worksite* conditions and special circumstances beyond the control of *RJES* which result in extra chargeable work not covered by the quote and shall include the likes of any additional costs that may arise at or after installation and that will not be borne by *RJES*, such as fees for:
  - (i) meter exchange/reconfiguration, damage on meter panels; and
  - (ii) changing dedicated off peak control devices if required; and
- (c) if the estimated delivery timeframes for installation completion that was agreed upon at the point of contract is not honoured, for reasons reasonably *within RJES's* control, and the *Client* does not consent to a revised timeframe; or
- (d) where *RJES* acting on behalf of the *Client* has the consent to obtain the grid connection approval and does not do so prior to installation, and the *Client* does not receive approval 29.3 from the electrical grid distributor to connect a solar PV system; and
- (e) if extra chargeable work arises, which was not specified in the initial contract, and the additional costs are not borne by *RJES* and the *Client* does not consent to these additional costs.

28.2 To end the *Contract*, the *Client* must give *RJES* a signed notice stating that the *Client* is ending the *Contract* under this clause 28 and giving the details of why 29.4 the *Contract* is being ended.

**29. Privacy Policy**

All emails, documents, images or other recorded information held or used by *RJES* is *Personal Information*, as defined and referred to in clause 29.3, and therefore considered confidential information. *RJES* acknowledges its obligation in relation to the handling, use, disclosure and processing of *Personal Information* pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB) and any statutory requirements, where relevant in a European Economic Area ("EEA"), under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") 29.6 (collectively, "EU Data Privacy Laws"). *RJES* acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the *Client's Personal Information*, held by *RJES* that may result in serious harm to the *Client*, *RJES* will notify the *Client* in accordance with the Act and/or the GDPR. Any release of such *Personal Information* must be in accordance with the Act and the GDPR (where relevant) and must be approved by the *Client* by written consent, unless subject to an operation of law.

Notwithstanding clause 29.1, privacy limitations will extend to *RJES* in respect of cookies where the *Client* utilises *RJES's* website to make enquiries. *RJES* 29.7 agrees to display reference to such cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of *Personal Information* such as the *Client's*:

- (a) IP address, browser, email client 29.8 type and other similar details;
- (b) tracking website usage and traffic; and
- (c) reports are available to *RJES* when *RJES* sends an email to the *Client*, so *RJES* may collect and review that information ("collectively *Personal Information*")

**If the *Client* consents to *RJES's* use of cookies on *RJES's* website and later wish to withdraw that consent, the *Client* may manage and control *RJES's* privacy controls via the *Client's* web browser, including removing cookies by deleting them from the browser history when exiting the site.**

The *Client* agrees for *RJES* to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the *Client* in relation to credit provided by *RJES*.

The *Client* agrees that *RJES* may exchange information about the *Client* with those credit providers and with related body corporates for the following purposes:

- (a) to assess an application by the *Client*; and/or
- (b) to notify other credit providers of a default by the *Client*; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the *Client* is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the *Client* including the *Client's* repayment history in the preceding two (2) years.

The *Client* consents to *RJES* being given a consumer credit report to collect overdue payment on commercial credit.

The *Client* agrees that personal credit information provided may be used and retained by *RJES* for the following purposes (and for other agreed purposes or required by):

- (a) the provision of the *Services*; and/or
- (b) analysing, verifying and/or checking the *Client's* credit, payment and/or status in relation to the provision of the *Services*; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the *Client*; and/or
- (d) enabling the collection of amounts outstanding in relation to the *Services*.

*RJES* may give information about the *Client* to a CRB for the following purposes:

- (a) to obtain a consumer credit report;
- (b) allow the CRB to create or maintain a credit information file about the *Client* including credit history.

The information given to the CRB may include:

- (a) *Personal Information* as outlined in 29.3 above;
- (b) name of the credit provider and that *RJES* is a current credit provider to the *Client*;
- (c) whether the credit provider is a licensee;
- (d) type of consumer credit;
- (e) details concerning the *Client's* application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the *Client* no longer has any overdue accounts and *RJES* has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
- (g) information that, in the opinion of *RJES*, the *Client* has committed a serious credit infringement;
- (h) advice that the amount of the *Client's* overdue payment is equal to



- or more than one hundred and fifty dollars (\$150).
- 29.9 The *Client* shall have the right to request (by e-mail) from *RJES*:
- (a) a copy of the *Personal Information* about the *Client* retained by *RJES* and the right to request that *RJES* correct any incorrect *Personal Information*; and
  - (b) that *RJES* does not disclose any *Personal Information* about the *Client* for the purpose of direct marketing.
- 29.10 *RJES* will destroy *Personal Information* upon the *Client's* request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this *Contract* or is required to be maintained and/or stored in accordance with the law.
- 29.11 The *Client* can make a privacy complaint by contacting *RJES* via e-mail. *RJES* will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the *Client* is not satisfied with the resolution provided, the *Client* can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

**30. Service of Notices**

- 30.1 Any written notice given under this *Contract* shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
  - (b) by leaving it at the address of the other party as stated in this *Contract* with a person who appears to be at least sixteen (16) years old;
  - (c) by sending it by registered post to the address of the other party as stated in this *Contract*;
  - (d) if sent by facsimile transmission (if sent before 5.00pm on a *Business Day*, on the day it is sent and, if sent later in the day, on the next *Business Day*) to the fax number of the other party as stated in this *Contract* (if any), on receipt of confirmation of the transmission;

- (e) if sent by email (if sent before 5.00pm on a *Business Day*, on the day it is sent and, if sent later in the day, on the next *Business Day*) to the other party's current email address.

Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post the notice would have been delivered.

**31. Trusts**

If the *Client* at any time upon or subsequent to entering in to the *Contract* is acting in the capacity of trustee of any trust ("Trust") then whether or not *RJES* may have notice of the Trust, the *Client* covenants with *RJES* as follows:

- (a) the *Contract* extends to all rights of indemnity which the *Client* now or subsequently may have against the Trust and the trust fund;
- (b) the *Client* has full and complete power and authority under the Trust to enter into the *Contract* and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the *Client* against the Trust or the trust fund. The *Client* will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
- (c) the *Client* will not without consent in writing of *RJES* (*RJES* will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
  - (i) the removal, replacement or retirement of the *Client* as trustee of the Trust;
  - (ii) any alteration to or variation of the terms of the Trust;
  - (iii) any advancement or distribution of capital of the Trust; or
  - (iv) any resettlement of the Trust property.

**32. General**

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that

provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the Brisbane Courts of Queensland.

Subject to clause 23, *RJES* shall be under no liability whatever to the *Client* for any indirect loss and/or expense (including loss of profit) suffered by the *Client* arising out of a breach by *RJES* of this *Contract*. In the event of any breach of this *Contract* by *RJES* the remedies of the *Client* shall be limited to damages. Under no circumstances shall the liability of *RJES* exceed the *Contract Price* of the *Services*. The *Client* shall not be entitled to set off against or deduct from the *Contract Price* any sums owed or claimed to be owed to the *Client* by *RJES*.

*RJES* may license or sub-contract all or any part of its rights and obligations without the *Client's* consent (which shall not be unreasonably withheld). *RJES* may elect to sub-contract out any part of the *Services* but shall not be relieved from any liability or obligation under this *Contract* by so doing. Furthermore, the *Client* agrees and understands that they have no authority to give any instruction to any of *RJES's* sub-contractors without the authority of *RJES*.

Neither party shall be liable for any default due to any act of God, war, terrorism, fire, flood, storm or other event beyond the reasonable control of either party.

Both parties warrant that they have the power to enter into this *Contract* and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this *Contract* creates binding and valid legal obligations on them.

This *Contract*, the plans and specifications have precedence in that order if there is any inconsistency between them.

I/we certify that I/we have received read and understand the Terms and Conditions of Trade of J & R Samios Pty Ltd ATF the JR Electrical Trust T/A R Jay Electrical Services, and that *RJES* has explained prior to signing this *Contract* that my/our electricity contract/tariff may change following the installation of solar and that it has been recommended that I/we contact my/our electricity retailer to check what the new electricity tariff rates that may apply and to check after installation of the solar PV system that the agreed tariff has been applied, I/we accept that this is my/our responsibility. I authorise the use of my *Personal Information* as detailed in the Privacy Policy clause 29 above.

**Clients**

Signed *Client* (1): \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: (please print): \_\_\_\_\_

Signed *Client* (2): \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: (please print): \_\_\_\_\_

**RJES**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: (please print): \_\_\_\_\_

RJES in accordance with the CEC Code of Conduct-Codes 2.2.5 & 2.2.6, will ensure the *Client* is advised how to measure the performance of their system. RJES is required to specify, using at least one of the following methods, how energy output can be measured:

- (a) Demonstration;
- (b) Written instructions on how to read the inverter; or
- (c) Provision of a measuring device that links back to the inverter.

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

I/we **acknowledge and confirm** that RJES have provided the appropriate documentation necessary to assist in maintaining and servicing my/our Solar PV System and I/we understand the importance of carrying out regular maintenance checks on the Solar PV System.

*Client's* Initials: \_\_\_\_\_

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