

RACV Home Solar Terms and Conditions

1. What is the effect of these terms and conditions?

These terms and conditions and the Quote together form a legal agreement between you and RACV. Please read these terms and conditions carefully. By accepting the Quote (which you will be taken to have done by paying the Deposit), you also accept these terms and conditions and:

- (a) agree to pay RACV the fees and charges set out in the Quote; and
- (b) authorise RACV and its agents and contractors to install the Equipment at the Premises.

2. Sale of Equipment

2.1 RACV agrees to sell you the Equipment for the price specified in the Quote, and to install (or arrange for the installation) of the Equipment at the Premises.

2.2 You agree to purchase the Equipment for the price specified in the Quote, to take delivery of the Equipment at the Premises, and to allow RACV or its agents or contractors to install the Equipment at the Premises.

2.3 You warrant that:

- (a) all information you provided to RACV for the purpose of preparing the Quote was and remains complete and accurate; and
- (b) you are the legal owner of the Premises or are authorised by the legal owner of the Premises to permit the Equipment to be installed at the Premises.

2.4 You must confirm with your local council and body corporate (as applicable) whether any local planning laws, heritage overlays, body corporate rules or other restrictions may limit your right to have the Equipment installed at the Premises (**Installation Restrictions**). You must tell RACV about any Installation Restrictions before the day on which the Equipment is due to be installed. You or RACV may terminate this Agreement in accordance with clause 9.2 if RACV reasonably believes that any Installation Restrictions or other applicable restrictions (such as rule imposed by your electricity distribution company) prohibit the installation of the Equipment at the Premises or make it not reasonably practicable to install the Equipment at the Premises.

3. Delivery and installation

3.1 RACV gives no undertaking as to the availability of any Equipment. RACV will use its reasonable efforts to supply the Equipment as soon as reasonably possible, subject to availability from relevant manufacturers and suppliers.

3.2 RACV will schedule the delivery and installation of the Equipment at the Premises as soon as reasonably practicable after your acceptance of the Quote, having regard to all relevant factors including the anticipated availability of the Equipment and the anticipated availability of RACV's agents or contractors to install the Equipment. RACV will agree with you a mutually convenient time during business hours for the installation of the Equipment.

3.3 You acknowledge that RACV may need to change your installation time in any of the following circumstances:

- (a) where there is a shortage of availability of the Equipment;
- (b) where there is a shortage of availability of RACV's installation agents or contractors;

- (c) where there is inclement weather that in RACV's reasonable opinion affects the ability to properly and safely install the Equipment;
- (d) where conditions at the Premises are such that it is not reasonably possible to properly and safely install the Equipment;
- (e) the nature of the Premises or deficiencies in information provided to RACV results in unanticipated installation factors or requires additional equipment necessary to install the Equipment; and
- (f) for any other causes beyond the reasonable control of RACV.

RACV will use its best endeavours to give as much notice as reasonably possible of a need to change your installation time.

3.4 You agree to make sure that:

- (a) RACV's installation agents or contractors have access to the Premises at your instalment time in order to install the Equipment in the installation areas specified in the Quote;
- (b) any large objects or obstructions which may inhibit access the installation area specified in the Quote are removed prior to your installation time;
- (c) all pets, animals or wildlife that may be threatening to RACV's installation agents or contractors are restrained or removed from the Premises during your installation time; and
- (d) the Premises are in a reasonably safe condition and conducive to the installation of the Equipment being performed safely.

3.5 If RACV's installation agents or contractors encounter difficulties in gaining access at the Premises to safely install the Equipment, or encounter the presence of hazardous materials such as asbestos at the Premises, and RACV was not made aware of the relevant circumstances before you accepted the Quote, then:

- (a) any additional costs incurred in ensuring the safety of RACV's installation agents or contractors may be charged to you;
- (b) you can elect to re-book installation of the Equipment until after you attend to rectification of the relevant circumstances at your own cost (for a re-booking fee equal to the greater of \$500 or 10% of the Price); or
- (c) either you or RACV may terminate this Agreement in accordance with clause 9.2.

3.6 Before installing the Equipment, RACV or its agents or contractors will endeavour to verify that all existing electrical wiring at the Premises required for installation of the Equipment is compliant with AS/NZS 3000 Electrical Installations (known as the Australian/New Zealand Wiring Rule and the Victorian Service and Installation rules). If the switchboard and/or wiring at the Premises does not comply with current safety standards or otherwise requires replacement or upgrade:

- (a) you can elect to re-book installation of the Equipment until after the switchboard and/or wiring is replaced or upgraded (for a re-booking fee equal to the greater of \$500 or 10% of the Price);
- (b) the cost of the replacement or upgrade is payable by you, and you can elect to have the replacement or upgrade performed by your electrician or an RACV electrician; and

- (c) if you do not wish to go ahead with the replacement or upgrade, either you or RACV may terminate this Agreement in accordance with clause 9.2.

3.7 You acknowledge that:

- (a) use of the Equipment may require a new electricity meter and that the installation of a new meter is your responsibility; and
- (b) before the Equipment can be used, the installation at the Premises must be audited by an independent electrical inspector and a Certificate of Electrical Safety must be issued. This inspection will be arranged by RACV and it will endeavour to have the inspection take place within 10 business days of the installation.

4. **Risk and title to Equipment**

4.1 Risk of loss or damage to the Equipment passes to you once it has been installed at the Premises.

4.2 Title in the Equipment does not pass to you until payment has been received in full in accordance with clause 6 below (except where the Equipment has been paid for in full before it is installed at the Premises, in which case title to the Equipment will pass to you upon installation at the Premises).

5. **Solar Services**

5.1 You are entitled to receive the Services in relation to the Equipment. Descriptions of the Services can be found at: <https://www.racv.com.au/solar>. RACV will provide the Services in accordance with those descriptions and for the period specified in those descriptions, and you will comply with your obligations set out in those descriptions.

5.2 You agree to provide RACV and its agents and contractors with such access to the Premises as is reasonably to perform the Services.

5.3 You acknowledge and agree that the Services do not include any remedial work in relation to faults, defects or other issues which are not covered by the Warranties. You agree that:

- (a) you will be charged a call out fee for any attendances by RACV or its contractors or agents at the Premises in relation to any faults, defects or other issues which are not found to be covered by the Warranties; and
- (b) you will be charged additional fees for any remedial work in relation to any faults, defects or other issues which are not covered by the Warranties. RACV will provide you with a quote for any such work and it will only be performed with your prior approval of the applicable fees.

5.4 You acknowledge that some of the Services require an active connection to the internet to operate fully. You agree that:

- (a) RACV is not responsible for providing you with any telecommunications service, and the relevant telecommunications service provider is responsible for any issues associated with that service;
- (b) you must comply with the terms of any agreement with the relevant telecommunications provider and are responsible for all data and other charges payable to any telecommunications service provider; and
- (c) you will be responsible for ensuring the proper functioning of any telecommunications equipment installed or used at your Premises (such as a home modem and router, and any network cabling) which is used to permit the Equipment to connect to the internet.

5.5 Where indicated in the Quote, RACV will supply a device to allow the Equipment to connect to the internet directly through a mobile telecommunications network as necessary to deliver the Services (**Mobile Device**). The supply of a Mobile Device does not involve the provision of a telecommunications service to you. Instead, RACV uses the Mobile Device to supply the Services as described in clause 5 above. You must not use the Mobile Device to gain access to any telecommunications service or use it independently of any Services. The Mobile Device remains the property of RACV and you must return it to RACV when your entitlement to receive the Services ends.

6. **Price and Payment**

6.1 Details of the price payable for the Equipment and Services is set out in the Quote (**Price**). The Price is inclusive of GST and all other taxes and duties.

6.2 You agree to pay the Price as follows:

- (a) a deposit of 25% of the Price at the time of accepting the Quote (**Deposit**); and
- (b) the balance of the Price as per the invoice terms,

and in accordance with the manner of payment specified in the Quote.

6.3 You agree to pay any other fees or charges specified in this Agreement which become payable by you at such time and in such manner as reasonably directed by RACV.

6.4 If you do not pay any fees or charges payable under this Agreement by the time they are due, RACV reserves the right to charge interest on the overdue payment at a rate of 2% above the rate charged by RACV's bank on overdrafts of that amount, calculated on a daily basis.

6.5 If you default in making any payment of fees or charges due under this Agreement, RACV may, in addition to its other remedies at law, immediately terminate this Agreement and (unless title to the Equipment has passed to you) take back possession of the Equipment. You shall bear any reasonable costs incurred by RACV as a consequence of taking back possession of the Equipment. Any part of the Price paid by you to RACV as at the date of termination of this Agreement will be retained by RACV.

6.6 Until such time that you have paid the Price in full for the Equipment, you must:

- (a) keep the Equipment in good condition and repair;
- (b) not sell or lease the Equipment, or create or allow to be created any Encumbrance over the Equipment or any part of them;
- (c) comply with all laws relating to the use or possession of the Equipment;
- (d) not move, remove or modify the Equipment without RACV's consent; and
- (e) notify RACV immediately if the Equipment is lost, stolen or damaged.

6.7 The Equipment Price is based on you assigning (to the extent permitted by law) to RACV or its installation agent or contractor (as directed by RACV) all right, title and interest in and to, and the right to receive, any government rebates or incentives to which you would otherwise be entitled in relation to the implementation of the Equipment. You agree to execute such documents and do such things as are necessary to entitle RACV or its installation agent or contractor (as directed by RACV) to recover those amounts.

7. **Cancellation due to error**

You acknowledge that, despite RACV's reasonable precautions, goods and services may be listed in the Quote at an incorrect price or with incorrect information due to a typographical

error or similar oversight. In these circumstances, you or RACV may terminate the Agreement in accordance with clause 9.2 notwithstanding that you have accepted the Quote and/or your payment of the Deposit has been received.

8. 10 day cooling-off period

8.1 You may cancel this Agreement at any time during the period of 10 days following the date of your acceptance of the Quote (**Cooling Off Period**), unless installation of the Equipment has commenced or has been completed, by telling RACV's Solar Expert by phone or email (using the contact details provided in the Quote) within the Cooling Off Period.

8.2 If you cancel this Agreement during the Cooling Off Period, this Agreement will terminate and RACV will as soon as practicable issue you with a refund for any amount you have paid prior to the cancellation.

9. Termination

9.1 RACV may terminate this Agreement by immediate written notice to you if:

- (a) you fail to pay any fees or charges payable under this Agreement by the due date for payment under this Agreement;
- (b) you breach any provision of this Agreement that is not capable of remedy;
- (c) you breach any provision of this Agreement that is capable of being remedied and you fail to remedy that breach within 7 days of being given notice of the breach by RACV; or
- (d) you are the subject of, in the case of a company, any insolvency proceedings or in the case of an individual, any bankruptcy proceedings, are declared insolvent or bankrupt (as applicable) or otherwise become unable to pay your debts as and when due.

9.2 In addition, you and RACV may terminate this Agreement in the circumstances set out in the table below, in which case the corresponding consequence set in the table will apply (depending on when this Agreement is terminated).

	Consequence		
	If Agreement is terminated after payment of Deposit but before day of installation of the Equipment	If Agreement is terminated on the day of installation (whether partial/full installation of the Equipment), but before full payment of the Price	If Agreement is terminated after installation of the Equipment and full payment of the Price
You may cancel the Agreement within the Cooling Off Period in accordance with clause 8.	RACV will refund any amount you have paid prior to cancellation.	N/A. You cannot cancel under clause 8 on or after the start of installation.	N/A. You cannot cancel under clause 8 on or after the start of installation.
RACV may terminate the Agreement up until the Equipment is delivered to you if goods or services are listed in the Quote at an incorrect price or with incorrect information due to a typographical error or similar oversight by RACV (see	RACV will refund any amount you have paid prior to termination.	RACV will refund any amount you have paid prior to termination.	N/A

clause 7).			
You or RACV may terminate the Agreement if RACV reasonably believes that any Installation Restrictions or other applicable restrictions prohibit the installation of the Equipment or make it not reasonably practicable to install the Equipment at the Premises (see clause 2.4).	RACV will refund any amount you have paid prior to termination.	You must pay RACV a cancellation fee equal to the greater of \$500 or 10% of the Price. RACV will otherwise refund all amounts you have paid prior to termination, except that if RACV has provided any services to you, it reserves the right to recover from you any reasonable costs incurred by RACV.	Any required removal/rectification will be at your cost.
You or RACV may terminate the Agreement if the Equipment cannot be installed at your Premises due to an error by RACV.	N/A	RACV will refund any amount you have paid prior to termination.	N/A
You or RACV may terminate the Agreement if RACV is prevented from supplying or installing the Equipment due to circumstances outside of RACV's reasonable control.	RACV will refund any amount you have paid prior to termination.	RACV will refund any amount you have paid prior to termination.	N/A
You or RACV may terminate the Agreement if RACV's installation agents or contractors encounter difficulties in gaining access at the Premises to safely install the Equipment, or encounter the presence of hazardous materials such as asbestos at the Premises, and RACV was not made aware of the relevant circumstances before you accepted the Quote.	N/A	You must pay RACV a cancellation fee equal to the greater of \$500 or 10% of the Price. RACV will otherwise refund all amounts you have paid prior to termination, except that if RACV has provided any services to you, it reserves the right to recover from you any reasonable costs incurred by RACV.	N/A
You or RACV may terminate the Agreement if RACV or its agents or contractors determine that the switchboard and/or wiring at the Premises does not comply with current safety standards or otherwise requires replacement or upgrade and you do not wish to go ahead with the upgrade or replacement (at your cost).	N/A	You must pay RACV a cancellation fee equal to the greater of \$500 or 10% of the Price. RACV will otherwise refund all amounts you have paid prior to termination, except that if RACV has provided any services to you, it reserves the right to recover from you any reasonable costs incurred by RACV.	N/A

The above consequences do not limit any other rights you or RACV may have under this Agreement or at law to terminate this Agreement, or in relation to the events or circumstances giving rise to the termination of this Agreement.

10. No reliance

Whilst RACV has no reason to believe that any information contained in the Quote is inaccurate, RACV does not warrant the accuracy, adequacy or completeness of such information. To the maximum extent permitted by law, RACV does not accept responsibility for any loss, damage, cost, expense or injury you or any third party suffers as a result of reliance by you upon the accuracy or currency of information contained in the Quote.

11. Warranties and return policy

11.1 The Equipment comes with certain manufacturer warranties. The terms of these warranties are set out in the Quote. You acknowledge and agree that these warranties are offered to you directly by the relevant manufacturer, and not by RACV.

11.2 If you consider that the Equipment does not comply with any warranty provided by the manufacturer, you should contact RACV in the first instance. RACV will provide details of your claim to the relevant manufacturer and will do all things reasonably necessary to provide you with the benefit of the relevant manufacturer's warranties and to assist you to enforce any warranty claim against the manufacturer. You agree to provide accurate details of your claim to RACV for the purpose of permitting RACV to do so.

11.3 RACV warrants that for a period of 10 years following completion of the installation of any Equipment by RACV or its agents or contractors, the workmanship of those installation services will be of a reasonable standard and consistent with good industry practices. If you consider that the workmanship of the installation services is defective in any way, you must notify RACV as soon as reasonably possible of your claim. RACV will, as your sole and exclusive remedy for a breach of this warranty (but without limiting your rights under any Non-Excludable Provision as set out in clause 12.2 below) will either:

(a) correct the defective works and repair or replace any parts of your Premises or any Equipment that have suffered damage as result of the defective works; or

(b) pay for the cost of doing the things described in sub-paragraph (a) above,

but RACV will have no liability under this warranty to the extent caused by:

(c) the modification or alteration of any of the installation works, any Equipment or the Premises by a person other than RACV or one of its agents or contractors;

(d) any failure to keep the Premises in a state of reasonable repair; or

(e) any other circumstance beyond the reasonable control of RACV.

This warranty is in addition to your rights under any Non-Excludable Provision as set out in clause 12.2 below. To make a claim under this warranty, you should contact RACV by following the contact details in your Quote or by calling RACV on 13RACV, and providing details of the Equipment installed, where and when it was installed and the reasons why you are making your claim.

11.4 You agree to permit RACV and its agents and contractors to have access to the Premises as reasonably required and on reasonable notice to permit the assessment of any warranty claim by you and, if necessary, repair or replacement of any defective installation services or Equipment or repair of your Premises for which RACV is responsible.

12. RACV's liability

- 12.1 To the maximum extent permitted by law, RACV:
- (a) disclaims any warranty (whether express or implied) in relation to the Equipment and the Services and any other goods or services provided to you in connection with this Agreement (other than the warranty set out in clause 11.3 above); and
 - (b) will not be liable for any loss or damage (including costs, loss of time, inconvenience and commercial losses) however caused, whether direct, indirect or consequential, incurred or suffered by you or any third party in respect of the Equipment or Scheduled Services or any other goods or services provided to you in connection with this Agreement.
- 12.2 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 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. Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Australian Consumer Law (**Non-Excludable Provision**). To the maximum extent permitted by law, RACV's liability for any failure to comply with a Non-Excludable Provision is limited to (at RACV's option): in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.
- 12.3 To the maximum extent permitted by law, and without limiting your rights under any Non-Excludable Provision as set out in clause 12.2, RACV will not be responsible for the loss or damage to the Premises or any of your property, real or personal, or for any faults or defects in the Equipment (including under any Warranties), due to misuse or damage caused by you or others, or due to:
- (a) atmospheric electrical discharges;
 - (b) flooding or water damage;
 - (c) you failing to maintain the Premises ensure that there is no obstruction to the proper operation of the Equipment;
 - (d) improper operation or maintenance of the Equipment, or of any other equipment on the Premises, by you;
 - (e) the Equipment failing to operate due to climate conditions beyond that which could be reasonably anticipated having regard to recorded weather patterns;
 - (f) unauthorised repairs, modifications or additions to the Equipment; or
 - (g) any other circumstance beyond the reasonable control of RACV.
- 12.4 The limitations and exclusions set out in this clause do not apply to any liability of RACV for wilful misconduct, fraud or gross negligence (being negligence involving a deliberate or reckless disregard or a risk which would be apparent to a reasonable person in the same circumstances).
13. **You indemnify RACV**
- 13.1 You indemnify RACV, its related bodies corporate, agents and contractors and each of their directors, officers, employees against all actual or threatened loss, damage, actions, claims and / or demands (including the cost of defending or settling any actions, claims and / or demands) which may be instituted against any of them arising out of:

- (a) a breach of this Agreement by you (including a breach of any warranty contained in this Agreement);
- (b) your use of the Equipment; and
- (c) any wilful, unlawful or negligent act or omission by you.

13.2 These indemnities survive termination of this Agreement.

14. **Privacy**

14.1 You agree that RACV may collect and handle your personal information in accordance with this clause 14 and the RACV Privacy Charter. The RACV Privacy Charter contains information about how RACV handles personal information and is available online at racv.com.au, from any RACV shop or by calling RACV on 13RACV.

14.2 Your personal information is collected by or behalf of RACV and may be used by RACV, and disclosed to RACV's service providers (including its installation and maintenance agents and contractors, and technology and cloud storage providers), for the purposes of supplying and installing the Equipment and providing you with the Services. Some of your personal information may be stored overseas for these purposes (for example the servers used by our cloud service provider are located in Germany). Without limitation, you acknowledge and agree that RACV may collect your personal information and information about your home energy (including location-based information and any other information, data or other content accessible or generated through your use of any of the Equipment) for the purposes of:

- (a) providing you with the Services;
- (b) contacting you to make appointments to install the Equipment or in connection, with, or arising from, the provision of the Services;
- (c) improving RACV's customer experience and marketing, including through data analytics, product planning, product development and research; and
- (d) disclosing your home energy data to Equipment providers (which may be located overseas) for the purposes of, but not limited to service monitoring on behalf of RACV.

14.3 RACV may also use your personal information to notify you about other products and services, discounts, or special offers and invitations to special events that RACV thinks might benefit you. You can request not to receive this information by calling RACV on 13RACV or following the "opt-out" instructions in the RACV Privacy Charter.

14.4 The RACV Privacy Charter contains information about how you can gain access to or seek correction of personal information that RACV holds about you. It also contains information about how you may make a privacy complaint and how RACV will deal with it.

15. **Governing law**

This Agreement is governed by and construed in accordance with the laws of Victoria and RACV and you irrevocably submit to the exclusive jurisdiction of the courts in that State.

16. **Entire Agreement**

These terms and conditions, the Order, and any warranties implied by law which cannot be excluded constitute the entire agreement of you and RACV in relation to its subject matter. All other terms whether express or implied are hereby excluded to the full extent permitted by law.

17. **Events outside RACV's control**

- 17.1 RACV will not be liable for any delay or failure to perform this Agreement if such delay or failure is caused by any act or circumstances beyond RACV's reasonable control.
- 17.2 You will not be liable for any delay or failure to perform this Agreement (other than a delay or failure to perform a payment obligation) if such delay or failure is caused by any act or circumstances beyond your reasonable control.

18. **General**

- 18.1 If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision is to be severed from this Agreement and the remaining terms will continue to apply.
- 18.2 Any delay or failure by RACV to enforce any provision of this Agreement will not be deemed a waiver or create a precedent or prejudice RACV'S rights in any way. No waiver by RACV will be effective unless it is in writing and signed by or on behalf of RACV.
- 18.3 You may not assign, transfer or otherwise deal with your rights under this agreement without the prior written consent of RACV.
- 18.4 RACV may sub-contract the performance of all or any of its obligations under this Agreement to any person, firm or company.

19. **Glossary**

In these terms and conditions the following terms have the following meanings.

"Agreement" means the legal agreement between you and RACV constituted by these terms and conditions and the Quote.

"Deposit" has the meaning given in clause 6.2(a).

"Encumbrance" means any interest in or right over property and anything which would at any time prevent, restrict or delay the registration of any interest in or dealing with property, including an interest which secures the payment of a debt or other monetary obligation.

"Equipment" means the goods and other equipment described in the Quote.

"Premises" refers to the premises nominated in the Quote as the premises at which the Equipment is to be installed.

"Price" has the meaning given in clause 6.1.

"Quote" means the "RACV Home Solar Quotation" provided by RACV and signed or otherwise accepted by you.

"RACV" means Royal Automobile Club of Victoria (RACV) Limited ABN 44 004 060 833.

"Services" means the services listed in the Quote.

"Warranties" means the manufacturer warranties referred to in clause 11.1 and the warranty given by RACV under clause 11.3.

"you" means the customer named in the Quote, and **"your"** has a corresponding meaning.