

# Terms of Service



Z R Electrics Pty Ltd, ACN 633 5370 662, is an Australian-owned and operated solar installer, serving Victorian residential and commercial customers. These Terms of Service form an agreement between Z R Electrics ("We", "Us", "Our", "We") and the customer ("You", "Your") and are applicable to any sale or installation of a PV solar system ("System").

## 1. Sale

- I. We agree to sell, and You agree to purchase, the System on the terms of this agreement.
- II. You warrant that You are the owner of the premises the System is to be installed at and that you have obtained all consents and approvals to install the System at Your address in the Quote.

## 2. Deposit & Quote

- I. In order to confirm the job and book an install date, a deposit amount must be paid as specified in the Quote. We accept payment by bank transfer; banking details can be found on Your Quote.
- II. Following quote acceptance and the deposit amount is received, We commit to install Your System within 60 days from the date the deposit was received by Us. In the event we are unable to install Your System within this timeframe for reasons beyond Our control, including but not limited to unavailability of preferred panels, inverters, property access issues, etc, You will be notified of the delay as soon as possible.
- III. Your Quote is valid for a period of 60 days from the date it was issued.

## 3. Variations

- I. In some instances, variations to Your System may be required. These variations could be due to, but not limited to, supply chain issues (e.g. your desired solar panels are not available for an extended period) or You / We have requested changes to the System. In this case:
  - i. We will document these variations
  - ii. We will discuss any variations to the price with You.
  - iii. We will get your sign-off on the variations before installation of Your System.

## 4. Installation

- I. Before work commences and while work is in progress, You shall ensure We have sufficient access for our vehicles, equipment and team to

Your premises, and that You have removed any vehicles or moveable objects that could hinder or slow the install process.

- II. Before work commences, You must meet with Our installers onsite to agree final panel configurations and confirm no updates to the existing electrical system are required.
- III. You authorize Us and any of our employees or contractors to install the System which You have selected, at the address set out in the Quote.
- IV. If, upon commencing installation, or in the course of installation, We discover that an area of Your premises at the installation site or in the vicinity of the installation site is rotten, unstable or otherwise structurally compromised, as the owner of the property You are responsible for the replacement or repair of the structure. (If desired/possible, this work can be undertaken by Us at a pre-agreed price.)
- V. You agree to execute any documents or assist with requests relating to but not limited to the operation, certification, commissioning, inspection and connection of the System.

## 5. Grid Connection

- I. You authorize Us and any of our employees or contractors to connect the System to the electricity grid (or to arrange for the connection of that System to the grid).
- II. We will apply for grid connection approval on your behalf as soon as we receive required information from You. This agreement is subject to grid connection approval being granted. Installation target day may change due to delays in installation.
- III. Unless specified in the Quote, the connection cost is not included and will be payable by You to the appropriate party.

## 6. Communications & Connectivity

- I. If You require Wifi monitoring access to the inverter, it is Your responsibility to ensure good internet connectivity and signal strength where the System monitoring equipment is being installed.
- II. We shall not be responsible for the set-up of online monitoring, poor signal strength resulting in no or intermittent loss of monitoring, any changes to Your home internet network, maintenance conducted by providers of monitoring systems or Your internet network provider.

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## 7. Balance Payment Due on Install

- I. The full payment for Your System, minus the deposit amount, is due on the installation day. Work to be completed by third parties (including but not limited to the meter installer and / or energy distributor or energy retailer) is not grounds to withhold any payment from Us.
- II. We accept payment by bank transfer; banking details can be found on Your Quote.
- III. You will be taken to have made payment on the date on which We receive Your payment as cleared funds in Our bank account.
- IV. Failure to pay any amount that is due and payable under this Agreement will result in Us being entitled to interest on the unpaid amount (both before and after judgment) at the rate applicable to judgment debts in the Supreme Court of Victoria. You will also have to pay Us any costs associated with recovery of the unpaid amount (including, but without limitation, legal costs).

## 8. Your Solar System Operation & Feed-In Tariff

- I. It is important that You understand Your System, its maintenance requirements, shutdown procedures and how to maximise performance. Please ensure You read the Solar Owner's Manual We handover on installation day.
- II. Electricity contracts / feed-in tariffs may change following the installation of Your System. You should check this with your electricity retailer to ensure it still is the best fit for Your needs.

## 9. System Guarantees

- I. We guarantee:
  - i. Our workmanship, and the workmanship of Our contractors, in installing the System.
  - ii. That the operation and performance of the System, will be free from fault or defect for a period of 5 years commencing on the date the System is installed ("Guarantee Period"). We will repair any such default or defect notified to Us within the Guarantee Period, including by replacing all or part of the System where necessary, within a reasonable timeframe at no cost to You.
- II. This guarantee shall not apply when:
  - i. The fault or defect is not notified to Us within the Guarantee Period.
  - ii. The fault or defect is a result of:

- Something done by You or someone else, and not Us or our contractors.
- Something beyond human control that occurred after installation, e.g., an extreme weather event.
- System misuse, abuse, neglect or damage occurring after installation.
- The System being maintained other than in accordance with the Solar Owner's Manual.
- The System being repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by Us in writing.

## 10. STCs

- I. We have calculated the performance expectations for the Solar Installation System and the Property in accordance with the CEC Solar Installation System Design Guideline. STCs generated are detailed in Your quote.
- II. In order to provide You with a cheaper system price, We take ownership of the generated STCs. You acknowledge and agree that the installation portion of the price on the Quote and Invoice has been calculated on the basis that STCs will be approved by the Australian Government Clean Energy Regulator. If for any reason We determine that the STCs are not, or will not be, available to Z R Electrics as anticipated by Us when calculating the price, then You must pay an additional amount to reflect the value of such benefits that are not, or will not, be available to Us.
- III. You assign all rights to create STCs to Z R Electrics and authorize Us to create, apply and retain STCs and all financial benefits or value attributable to them.
- IV. You must not do anything to obstruct, avoid, hinder, reduce the maximum quantity of STCs or render the system ineligible for creation of STCs or you will be liable for the STC amount.
- V. STC is subject to change.

## 11. Refunds & Cancellations

- I. If You have paid Us money under this agreement, but the agreement ends for any of the following reasons before we install the System at Your premises, then when the agreement ends, We will refund all of the money you have paid if:
  - i. We have not delivered and installed the System within 6 weeks after the original target date, and You choose to end the agreement.
  - ii. We give You notice of a price increase and

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You choose to end the agreement in accordance rather than accept the price increase.

- iii. Grid Connection Approval is refused.
- iv. Any of the equipment or materials quoted is unattainable and You do not agree to equipment of a similar quality to be substituted.

II. Change of mind does not constitute a refund.

III. Pursuant to the Australian Consumer Law, there is a cooling off period which is 10 days from and including the day after You entered into this agreement and paid Your deposit. We will refund Your deposit if You cancel in writing to Us in the cooling off period. Cancellations of this agreement after the cooling off period will not warrant a deposit refund.

IV. A call out fee of \$150 applies to all appointments cancelled 24 hours before the date of installation.

## 12. Disputes

- I. In the unlikely event that a dispute arises please know, We are focused on resolving the matter promptly. Please raise the dispute with Us regarding the System, its installation or this agreement by:
  - i. Calling our telephone number 0423 292 229.
  - ii. Giving Us written notice of this, by post to 2/90 Catherine Avenue, Chelsea 3196 or emailing Us at [info@zrelectrics.com.au](mailto:info@zrelectrics.com.au).
- II. We will provide feedback on the outcome of the dispute within 21 days of receipt of the issue. If the matter cannot be resolved within 21 days, we will notify you of such and the reason. If a time extension was required, the matter will still be resolved within 45 days of the initial complaint.
- III. We will handle Your complaint in accordance with Our standard complaints procedures. If We have volunteered to be bound by the CEC Solar Retailer Code of Conduct, then these procedures will comply with that Code, and with the Australian Standard on Complaints Handling AS ISO 10002-2006.
- IV. If You are still not satisfied with the resolution of the dispute, You can refer the complaint to the Consumer Affairs office in Victoria by calling 1300 558 181. Visit [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au) for more information on Consumer Affairs.

## 13. Exclusions

- I. Meter box upgrades: You acknowledge that any electricity provider compulsory meter box

upgrade required to Your property is not included in this Agreement. You may choose to utilise the electrician providing the solar installation at an extra cost for meter box upgrade or via Your own resources. Anything regarding Smart Meter Installation & Smart Meter Programming required to your property is not included in this agreement.

## 14. Privacy

- I. We will comply with all relevant privacy legislation in relation to Your personal information. If You have any questions in relation to privacy, You can contact Us by:
  - i. Calling Us on 0449 713 381
  - ii. Giving Us written notice of this, by post to 2/90 Catherine Avenue, Chelsea, VIC 3196 or email to [info@zrelectrics.com.au](mailto:info@zrelectrics.com.au).

## 15. Miscellaneous

- I. Z R Electrics Pty Ltd complies with the CEC Solar Retailer Code of Conduct.
- II. The contract is governed by, and in reference to, the law in force in Victoria, Australia.
- III. These Terms of Service are current as at 4th November 2020. We reserve the right to update these Terms of Service as required.

## CONTACT US



Call Erik on **0423 282 229**  
Installer, Designer, A-Grade Electrician & Director

Call Leisha on **0449 713 381**  
Office Support



Email us on **[info@zrelectrics.com.au](mailto:info@zrelectrics.com.au)** or  
**[erik@zrelectrics.com.au](mailto:erik@zrelectrics.com.au)**



Write to us at:  
2 / 90 Catherine Avenue, Chelsea, VIC 3196