

TERMS AND CONDITIONS

Table of Contents

RESIDENTIAL – LIGHTING OFFER	3
GLOBE ONLY REPLACEMENT	3
DOWNLIGHT (BRAND NEW FITTING).....	3
ELIGIBILITY	3
TERMS OF THE ESTIMATE AND REQUEST FOR ASSESSMENT	3
ESSENTIAL INFORMATION BEFORE THE INSTALLATION	4
EXTRA CHARGE ITEMS / ALLOWED VARIATIONS	4
IMPORTANT INFORMATION FOR THE INSTALLATION.....	6
SMALL BUSINESS – LIGHTING OFFER.....	7
ELIGIBILITY	7
TERMS OF THE ESTIMATE AND REQUEST FOR ASSESSMENT	7
ESSENTIAL INFORMATION BEFORE THE INSTALLATION	8
EXTRA CHARGE ITEMS / ALLOWED VARIATIONS	8
IMPORTANT INFORMATION FOR THE INSTALLATION.....	9
COMMERCIAL – LIGHTING OFFER	11
1. INTRODUCTION	11
2. AGREEMENT SCOPE AND PERIOD	11
3. COSTS AND FEES NOT COVERED BY THIS AGREEMENT	11
4. PROJECT SCHEDULES.....	12
5. OVERTIME	12
6. OFFICIAL PURCHASE ORDER.....	12
7. PAYMENT	12
8. CONFIDENTIALITY	12
9. SUB-CONTRACTORS	13
10. PROMOTION.....	13
11. FORCE MAJEURE	13
12. LIMITATION OF LIABILITY	13
13. INSURANCE.....	14
14. TERMINATION	14
15. CLIENT RESPONSIBILITIES.....	14
16. ERRORS AND OMISSIONS.....	14

17. VARIATIONS / GUARANTEES	14
18. DISPUTE RESOLUTION.....	14
HEAT PUMP HOT WATER SYSTEM OFFER.....	16
ELIGIBILITY	16
ADDITIONAL FEES AND ALLOWED VARIATIONS THAT MAY APPLY	17
PAYMENT TERMS	17
WARRANTY	17
PRIVACY INFORMATION	18
LIMITATION OF LIABILITY /DISCLAIMER	18
CEILING FAN OFFER	19
EXISTING CEILING FAN OR LIGHT	19
NEW CEILING FAN (NO EXISTING WIRING OR HOLE CUT)	19
AIR CONDITIONING OFFER.....	21
STANDARD INSTALLATION.....	21
NOT INCLUDED IN STANDARD INSTALLATION	22
ADDITIONAL COSTS/VARIATIONS	22
TERMS OF AN ESTIMATE AND REQUEST FOR ASSESSMENT	23
WARRANTY	24
PRIVACY INFORMATION	24
PAYMENTS FOR ALL REBATES/WORK	25

RESIDENTIAL – LIGHTING OFFER

GLOBE ONLY REPLACEMENT

- Minimum of 20* existing and working recessed halogen downlights
- \$33 only for unlimited downlights (20+ Downlights minimum requirement)
- Halogen globe replaced with LED MR16 or GU10 Globe.
- Free replacement of Parabolic Reflector (PAR38) globes (spotlights or floodlights) available with minimum of 20 globe replacements.
- If you don't meet the minimum of 20 downlights, but have more than 10 eligible downlights in working order, we can still perform an upgrade for a flat fee of \$99.

DOWNLIGHT (BRAND NEW FITTING)

- Minimum of 15* existing and working recessed halogen downlights
- From \$16.99 per light
- Halogen downlight, light fitting and transformer replaced with an 'all-in-one' unit that includes lamp and driver, to ensure a longer life and compatibility. If your existing lights are hard-wired we will install a plug-base at no extra cost.
- Free replacement of Parabolic Reflector (PAR38) globes (spotlights or floodlights) available with minimum of 15 downlight installations.
- If you don't meet the minimum of 15 downlights, but have more than 10 eligible downlights in working order, we can still perform an upgrade with an added callout fee of \$77.

All our products are high-quality brands, tried and tested to Australian standards. All the complete downlights we install come with a minimum 3-year manufacturer's warranty. Globe only replacements come with 1-year manufacturer's warranty. Other products our partners carry have a minimum 2-year warranty. Installations are guaranteed in line with The Australian Consumer Law. E-Green Electrical are accredited under the NSW Energy Savings Scheme (ESS).

ELIGIBILITY

Premises must be in NSW, and in our serviced areas.

- A single dwelling in a fully-detached house
- A single dwelling with common walls, e.g. row house, terrace house or villa unit
- An apartment building containing 2 or more units each being a separate dwelling

TERMS OF THE ESTIMATE AND REQUEST FOR ASSESSMENT

- The figure we provide is an estimate; there could be variations depending on the exact details of your lighting as outlined in these Terms & Conditions.

- Some variations are required, meaning the replacement of affected lights cannot proceed unless you agree to the extra works. You can choose not to have the affected lights replaced.
- Variations can only be determined when an Assessment is made at your property
 - Once an Assessment has been completed, if there are extra charges over our Estimate, you may opt out of the Installation.
- After the Assessment, if you accept the Installation, we aim to complete the Installation on the spot. The whole process (Assessment and Installation) without variations normally takes about 1-2 hours per 10 downlights.
- Once the Installation begins, our Installer will discuss any further variations with you before undertaking any works involving extra charges.
- All figures include GST.

ESSENTIAL INFORMATION BEFORE THE INSTALLATION

- Minimum Numbers
 - Complete Downlight Replacement - We require a minimum of fifteen (15) working downlights to be upgraded in order to create enough certificates under the Energy Saver program - if you do not meet the minimum, but have over 10 eligible halogen downlights, we can proceed with an additional \$77 callout fee
 - Globe Only Replacement - We require a minimum of twenty (20) working downlights to be upgraded in order to create enough certificates under the Energy Saver program - if you do not meet the minimum, but have over 10 eligible halogen downlights, we can proceed with for a flat fee of \$99
- We cannot replace lighting that has been upgraded previously under the ESS or LEAP, or lighting that is already LED.
- We can only replace “Like for Like” (i.e. recessed downlights, of the same size, and Edison/Screw base PAR38s).
- We can only replace existing lights in buildings.
- We cannot replace track lighting or uncommon lighting types.
- The lights we replace must be in working order. See below for allowed variations.
- The Assessment appointment will be arranged for a date occurring at least 10 business days after qualification. If an electrician does not attend at the agreed time, please contact us directly and quote Job ID you were given in the estimate email.

EXTRA CHARGE ITEMS / ALLOWED VARIATIONS

Our Installer will discuss variations with you before undertaking any works involving additional charges.

- We will install an ‘all-in-one’ unit that includes a lamp and driver. If your existing lights are hard-wired we will install a plug-base at no extra cost
- The lights we replace must be in working order.

- We can upgrade lights that are not working at the time of install for \$34.99 as the price cannot be subsidised by the creation of certificates under the ESS (Energy Savings Scheme). There must be a minimum of 15 working lights replaced in order to replace any blown lights. Inoperable lights cannot form part of the minimum 15 lights.
- If existing dimmers are not compatible with the new LED lights, you can choose to disable (\$22 per switch) or upgrade the dimmers (\$66 per switch). If the upgraded dimmer is not compatible with your circuitry the electrician will disable the dimmer for you.

PLEASE NOTE: In some rare cases the upgrade of lights on dimmers can be affected by the ripple injection on your grid. This can cause LEDs on a dimmer to flicker for a period of time each night, and each morning, but it is not caused by the installed LEDs or dimmers, and does not damage them. You can find more information on why ripple injection is applied to some areas [ausgrid](#). If you are affected by the ripple injection after the installation E-Green Electrical is happy to send the electrician back to disable the dimmers for free, which will fix the issue, but the installation of power filters to treat the issue or a refund of the cost of a dimmer upgrade is not covered by the program. Installing LEDs on existing dimmers may also result in some compatibility issues with the new LED lights, not related to ripple injection. If you have dimmers, you can choose to upgrade on the spot for \$66 per dimmer - if you'd like to wait and see if compatibility issues arise (as they are not always evident immediately), there will be a \$100 call out fee plus \$66 to upgrade the dimmers at another time.

- We use the existing cut-outs in your ceiling, which need to accommodate a 70mm or 90mm fitting. If we need to enlarge a hole, there is an extra charge of \$8.80 per hole.
- The lights you want upgraded must be accessible by a standard height ladder; this means the ceiling is no higher than 3m (9ft).
 - If they are not all accessible, a second appointment and extra charges may be incurred - these can be confirmed in the Assessment appointment.
- We have allowed for all works to be carried out during normal hours (7am-4pm Monday to Friday, excluding Public Holidays). After hours rates apply.

We have not included:

- Costs associated with new wiring. We can usually use your existing wiring to install the new equipment, however in some cases rewiring will be necessary.
- Costs associated with delays or time extensions by you without at least 2 business days' notice.
- In regional areas, travel charges may apply. These will be advised when booking.
- Costs associated with the presence, noted or otherwise, of asbestos or toxic substances, including the handling / removal of PCBs.
- Repair, upgrade or replacement of existing equipment or services that are to be re-incorporated into the works that are found to be unserviceable, not fit for re-use or non-compliant with current codes or standards, for example, RCDs are required on all lighting circuits.

IMPORTANT INFORMATION FOR THE INSTALLATION

- As the Assessment and Installation are completed, we will require some forms to be signed, including the Nomination, which transfers to E-Green Electrical your rights to create and own the Energy Savings Certificates that result from the upgrade. This is how we subsidise the cost of the upgrade.
- Payment must be made on the day by Credit Card. We accept Visa and Mastercard payments from the authorised card holder.
- Our Installers work as neatly as possible, but there will be some dust and grit that comes out of the ceilings & walls. To keep our prices low, Installers only do only very basic cleaning (a 'builder's clean'), so please allow yourself time to clean thoroughly.
- We are required to remove the old globes, and will remove the new packaging.
- In certain situations, various electrical products and appliances have the potential to cause interference with LED lighting. This interference may cause lights to flicker for various periods of time. E-Green Electrical is not responsible for any electrical interference caused by third party appliances.
- Installers will take all reasonable care when working, but some old ceilings may crumble a bit, and paint may chip, lift or ridges may show where they remove old fittings. We do not cover any patching or painting. A flange collar may be added if necessary at no extra charge.
- As this work is being undertaken as part of the NSW Energy Savings Scheme, you may be re-contacted by us, the Office of Environment and Heritage or other Scheme representatives for quality assurance surveys and further information. We will appreciate your cooperation in the future to help keep quality standards high.

SMALL BUSINESS – LIGHTING OFFER

- Minimum of ten (10) eligible lights (panel, batten and downlight combination applicable).
- Upgrade eligible 4ft twin fluorescent tubes with an LED panel for a minimum of \$33 (plus the additional dollar value per panel which has been provided in your quote).
- Upgrade eligible 4ft twin fluorescent tubes with an LED batten for a minimum of \$33 (plus the additional dollar value per batten which has been provided in your quote).
- Upgrade eligible halogen downlights with LED downlights for a minimum of \$33 (plus the additional dollar value per downlight which has been provided in your quote).
 - HALO (gimbal) lights are an additional \$15 each
 - *Halogen downlight* - the light fitting and transformer is replaced with an 'all-in-one' unit that includes lamp and driver, to ensure longer life and enhanced compatibility. If your existing lights are hard-wired, we will install a plug-base at no extra cost.

ELIGIBILITY

- An ABN Holder.
- In a site entirely occupied by one business responsible for the electricity usage.
- A commercial property where the energy usage is billed in the name of the business (i.e. not a residence).
- A "Small Customer" under National Energy Retail Law (NSW). And;
 - Has not aggregated its load at the site with consumption at other sites for the purposes of being treated as a Large Customer; Or
 - Is a customer of an Exempt Seller, and has an annual electricity consumption below the Upper Consumption Threshold for electricity.

As a guide only: the business should be eligible if it uses less than 100 MWh (100,000 kwh) per year and as aggregated tariffs on its energy bill. That is, the bill does not show the detail for Network, Environmental, Regulated and like charges.

TERMS OF THE ESTIMATE AND REQUEST FOR ASSESSMENT

- The figure we provide is an estimate. There may be variations to the monetary figure, dependent on the exact details of your lighting as outlined in these Terms and Conditions.
 - Some variations may be required. Meaning the replacement of affected lights cannot proceed unless you agree to the additional work. You can choose to not have the affected lights replaced.
- Variations can only be determined when an Assessment is made at your property.
 - Once an Assessment has been completed, if there are extra charges exceeding our estimate, you may opt out of the Installation.

- After the Assessment, if you accept the proposed Installation, we aim to complete the Installation within 2 weeks. The entire process (Assessment and Installation), without variations.

ESSENTIAL INFORMATION BEFORE THE INSTALLATION

- Minimum Numbers: We require a minimum of ten (10) working lights to be upgraded in order to create enough certificates under the Energy Saver program – if you meet the minimum, we may withdraw the offer.
- We cannot replace lighting that has been upgraded previously under the ESS or LEAP, or lighting that is already LED.
- We can only replace “Like for Like” (i.e. troffer light, of the same size, replaced with LED panel).
- For Small Businesses, if we are to upgrade your fluorescent lights to panels, we require photos for evaluation prior to booking the install OR this will be done at the physical assessment.
- We can only replace existing lights in buildings.
- We cannot replace track lighting or uncommon lighting types.
- The lights we replace must be in working order. See the following page for information on allowed variations.
- The Assessment appointment will be arranged for a date occurring at least 15 business days after qualification. If an electrician is not present at the agreed time, please contact us directly (details at foot of page) and quote the Job ID you were given in the estimate email.

EXTRA CHARGE ITEMS / ALLOWED VARIATIONS

We will discuss variations with you before undertaking any works involving additional charges.

- The lights you want upgraded must be accessible by a standard height ladder; This means the ceiling is no higher than 3m (9ft).
 - If they are not all accessible, a second appointment may be incurred – these can be confirmed in the Assessment appointment.
 - For lights installed at a height above 3m, the additional cost will be \$55 per light. Lights in exceptionally difficult to reach areas (such as 4m and above), Installation may not be possible, irrespective of the additional \$55 cost per light.
- We have allowed for all works to be carried out during normal hours (7am-4pm Monday to Friday, excluding Public Holidays). After hours rates apply.
- We have not included:
 - Costs associated with new wiring. We can usually use your existing wiring to install the new equipment, however in some cases rewiring will be necessary.
 - Costs associated with delays or time extensions caused by you.
 - In regional areas, travel charges may apply. These will be advised when booking.

- Costs associated with the presence, noted or otherwise, of asbestos or toxic substances, included the handling / removal of PCBs.
 - Repair, upgrade or replacement of existing equipment or services that are to be re-incorporated into the works that are found to be unserviceable, not fit for re-use or non-compliant with current codes or standards, for example, RCDs are required on all lighting circuits.
 - Costs associated with getting another electrician on site to fix a faulty light throughout the warranty period. If you require an electrician to come back on site you will be charged accordingly.
-
- For downlights we will install an 'all in one' unit that includes a lamp and driver. If your existing lights are hard-wired we will install a plug-base at no extra cost.
 - Downlights - The included equipment for the offer is in specifics below. We have options for Cool White or Daylight coloured lights (for an extra \$5.00 per light). Please advise in advance if you would like this option as the electrician will bring Warm White lights as standard. A \$150 call out fee will be incurred if the electrician needs to return with Cool White or Daylight coloured lights.
 - Downlights we replace must be in working order.
 - We can upgrade lights that are not working at the time of install for \$49.99 as the price cannot be subsidised by the creation of certificates under the ESS (Energy Savings Scheme). There must be a minimum of 20 working lights replaced in order to replace any blown lights.
 - If existing dimmers are not compatible with the new LED lights, you may choose to disable (\$30 per switch) or upgrade the dimmers (\$80 per switch). If the upgraded dimmer is not compatible with your circuitry the electrician will disable the dimmer for you.
 - PLEASE NOTE: In some rare cases the upgrade of lights on dimmers can be affected by the 'ripple injection' on grid. Please refer to [Diginet](http://Diginet.com.au) (1300 953 254) or [Ausgrid](http://Ausgrid.com.au) (13 13 88) for more information.
 - We use the existing cut-outs of your downlights in your ceiling, which need to accommodate a 70mm or 90mm fitting. If we need to enlarge a hole, there is an additional charge of \$8.80 per hole.

IMPORTANT INFORMATION FOR THE INSTALLATION

1. As the Assessment and Installation are being completed, we will require some forms to be signed, including the Nomination, which transfers to E-Green Electrical your rights to create and own the Energy Savings Certificates that result from the upgrade. This is how we subsidise the cost of the upgrade.
2. Payment must be made on the day of installation by Credit Card. We accept Visa and Mastercard payments from the authorised card holder.
3. Our Installers work as neatly as possible, but there may be unavoidable dust and grit that comes out of the ceilings and walls. To keep our prices low, Installers only do very basic cleaning (a 'builder's clean'), so please allow yourself time to clean thoroughly.
4. We are required to remove the old globes, and we will remove the old new packaging.

5. Installers will take all reasonable care when working, but some old ceilings may crumble a bit, and paint may chip, lift or ridges may show where they remove old fittings. We do not cover any patching or painting. A flange collar may be added if necessary at no extra charge.
6. As this work is being undertaken as part of the NSW Energy Savings Scheme, you may be re-contacted by us, the Office of Environment and Heritage or other Scheme representatives for quality assurance surveys and further information. We will appreciate your cooperation in the future to assist in maintaining the high quality of our business operations.

COMMERCIAL – LIGHTING OFFER

1. INTRODUCTION

This document defines the terms and conditions of our proposal and contractual agreement. Unless otherwise agreed to in writing by both the parties, the terms of this Agreement will commence on the date specified in the contractual agreement (which is known as the LED Lighting Proposal).

All services that E-Green Electrical may be contracted to produce or provide for The Client will be subject to the following:

Definitions

As used herein and throughout this Agreement:

“Agreement” means the entire content of this Basic Terms and Conditions document, the Written Proposal document(s) Schedule(s) together with any other Supplements.

“Content” means all products, designs, information, services and documentation.

“Copyrights” means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under Australian and International Copyright Law.

“Deliverables” means the services and project product specified in the Agreement to be delivered by E-Green Electrical to the Client, in the form and media specified in the Agreement.

The Client authorises E-Green Electrical to perform the services outlined in this Agreement on the Clients’ behalf, which may include, but is not limited to, accessing their sites, utilities information, meters & employees to complete such Agreement.

2. AGREEMENT SCOPE AND PERIOD

Services supplied, costs and rates are limited to what is specifically set forth in this Agreement. Any additional services will require an additional agreement. We reserve the right to adjust our service and rates after the Agreement period.

3. COSTS AND FEES NOT COVERED BY THIS AGREEMENT

“Services” means all services and the works product to be provided to the Client by E-Green Electrical as described and otherwise further defined in the Agreement.

“Ongoing Management” means the ongoing maintenance, monitoring & review in conjunction with the Client.

“Products” means the items or products required to complete the project under the Agreement between E-Green Electrical and the Client.

4. PROJECT SCHEDULES

Project schedules will be established and adhered to by both the Client and E-Green Electrical. Where project schedules are not adhered to by the Client, final delivery date or dates will be adjusted accordingly. Additional costs will be charged for Client delays, if the delays result in an increase in time to manage or delivery of the installation/s.

5. OVERTIME

The Agreement and Schedules are costed for work to be conducted during the normal working hours between 7am and 4pm. Work requested by the Client outside of the normal working hours will be costed at a double time rate.

6. OFFICIAL PURCHASE ORDER

Upon receipt of the confirmation from the Client the Schedules will be finalised and the commencement date will be set. The confirmation must be received within thirty (30) days from the signing of the Agreement and will act as an official confirmation of a Purchase Order (PO).

7. PAYMENT

7.1 The Client agrees to pay E-Green Electrical in accordance with the terms specified in this agreement. The Client will be required to pay upon receipt of the Invoice. Unless otherwise specified, all subsequent balances due are payable upon completion of the project.

7.2 If the Client fails to pay any invoice or sign the documentation required for E-Green Electrical to claim the government rebate offered, E-Green Electrical reserves the right to withdraw the products, services and associated materials or refuse completion and/or delivery of work until past due balances are paid. All materials or property belonging to the Client, as well as work performed, may be retained as security until all just claims against the Client are satisfied. E-Green Electrical will charge a late payment fee of 5% per month on the outstanding amount. The Client is responsible for any debt collection fees which may come due.

7.3 In the event of cancellation of the project prior to completion the client must provide written confirmation of cancellation. The Client must pay E-Green Electrical a fee for work completed, based on the contracted price, the revenue from the government rebate and the expenses already incurred.

8. CONFIDENTIALITY

E-Green Electrical will not disclose to any third party or use, other than for the purposes of this agreement, any knowledge or information imparted to or obtained by it during or in connection with the fulfilment of this agreement, which is of a confidential nature relating to the business, equipment, processes, products, services or business strategies offered or employed by the Client. This obligation of confidence will cease to apply in relation to

information that E-Green Electrical is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by E-Green Electrical of its obligations of confidence under this Agreement.

9. SUB-CONTRACTORS

E-Green Electrical reserves the right to assign sub-contractors or external suppliers. Any sub- contractors or external suppliers will be bound by the terms of this agreement. Any additional sub-contracting terms and conditions will also be adhered to under this agreement on notification of additional supplied terms and conditions to the Client in writing.

10. PROMOTION

E-Green Electrical is confident that the Client's expectations will be exceeded and as such is notifying the Client that E-Green Electrical reserves the right to use the Client's successful installations in Case Studies and E-Green Electricals Marketing, The Client will be notified at the time the Client's Project is to be used as a Case Study or in E-Green Electricals Marketing.

11. FORCE MAJEURE

E-Green Electrical shall not be deemed in breach of this Agreement if E-Green Electrical is unable to complete the Services or any portion thereof by reason of fire, earthquake, labour dispute, act of God, death, illness or incapacity of E-Green Electrical or any local, state, federal, national or international law, governmental order or regulation or any other event beyond control (collectively, "Force Majeure Event") of E-Green Electrical. Upon occurrence of any Force Majeure Event, E-Green Electrical shall give notice to the Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

12. LIMITATION OF LIABILITY

The services and the installation of E-Green Electrical are sold "as is." In all circumstances, the maximum liability of its Designers, Directors, Officers, Employees, Design Agents and Affiliates ("E-Green Electrical parties"), to the Client for damages for any and all causes whatsoever, and the Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net cost of this project as specified in this Agreement. In no event shall E-Green Electrical be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by E-Green Electrical even if E-Green Electrical has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

13. INSURANCE

Each party to this agreement are responsible for their own insurance coverage.

14. TERMINATION

Either party may terminate this Agreement by giving thirty (30) days written notice to the other of such termination. In the event that work is postponed or terminated at the request of the Client, E-Green Electrical shall have the right to bill pro rata for work completed through to the date of that request, and for goods ordered or purchased specifically for this Project, while reserving all rights under this Agreement.

If additional payment is due, this shall be payable within fourteen days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by E-Green Electrical and E-Green Electrical shall own all rights to the work. The Client shall assume responsibility for payment of all legal fees necessitated by default in payment.

15. CLIENT RESPONSIBILITIES

If the Client or an agent of The Client other than E-Green Electrical attempts to alter the installation on site in a way that causes damage to the product, site or installation, the time to repair will be invoiced to the Client at our STANDARD or OVER- TIME hourly rate, and is an additional cost above the costs outlined in this Agreement.

16. ERRORS AND OMISSIONS

It is the responsibility of E-Green Electrical to check carefully for accuracy in all respects, ranging from spelling to technical illustrations. However E-Green Electrical is not liable for errors or omissions. The Client indemnifies E-Green Electrical against any loss or damage arising directly or indirectly from any errors and omissions.

17. VARIATIONS / GUARANTEES

Variations to the Schedules set out in E-Green Electrical written proposal are not covered in these terms and conditions and are so recognized by the Client. These include additional components, products and services required to ensure the project's completion of the works. All variances are seen as the responsibility of the Client. E-Green Electrical does not guarantee any potential energy savings quoted. These are calculated in conjunction with the Client.

18. DISPUTE RESOLUTION

In the event of any dispute, disagreement or controversy regarding a Contract, these terms and conditions or their subject matter (Dispute) must be referred to determination under this section 18. In the event an agreement is not reached between the parties within five

days of either party giving notice to the other that, said party notifies the other party it wishes to refer a matter to an Independent Expert. The Independent Expert will be such persons as is appointed by the NSW Law Society at the request of either party.

The Dispute Procedure:

- a) The parties are entitled to make submissions to the Independent Expert in writing and will provide (or procure that others provide) the Independent Expert with all such assistance and documents as the Independent Expert may reasonably require for the purpose of reaching a decision. Each part shall supply each other with all information and give each other access to all documentation and personnel as the other party reasonably requires to make a submission under this condition.
- b) The Independent Expert will act as an expert and not as an arbitrator. The Independent Expert's decision shall be final and binding on the parties in the absence of fraud or manifest error.
- c) The Independent Expert's fees and any costs properly incurred by him in arriving at his determination shall be borne by the parties in equal shares or in such proportions as the Independent Expert directs.

HEAT PUMP HOT WATER SYSTEM OFFER

Our Heat Pump Offer is available to approved customers under the Energy Savings Scheme (ESS), and the Federal Renewable Energy Target Program (RET), which are designed to reduce household and commercial greenhouse gases.

These energy efficiency programs facilitate the creation of energy efficiency certificates which are created through a deemed carbon abatement within methodologies and guidelines set out by each program regulator. The amount of carbon abatement is then translated into energy efficiency certificates, which have a market value and are used to subsidise the energy efficiency upgrade which is taking place.

This means an energy-efficient heat pump hot water system can be supplied and installed for FREE* (subject to eligibility) when replacing an existing outside electric hot water system. The installation of our Heat Pump models also comes heavily subsidised and will cost far less than the installation of a traditional electric resistance hot water service, or the installation of a heat pump without taking advantage of the government facilitated subsidies.

ELIGIBILITY

Residential

- Premises must be in NSW, and in our serviced areas
- A single dwelling in a fully-detached house
- A single dwelling with common walls, e.g. row house, terrace house or villa unit
- Have an existing electric resistance hot water system
- Have an outdoor hot water system

Commercial

- Premises must be in NSW, and in our serviced areas
- An ABN Holder
- In a site entirely occupied by one business responsible for the electricity usage
- A commercial property where the energy usage is billed in the name of the business (i.e. not a residence).
- Have an existing electric resistance hot water system
- Have an outdoor hot water system

There may be additional costs associated with the relocation or other plumbing and/or electrical work. We can work with you to provide an indicative estimate of these costs.

ADDITIONAL FEES AND ALLOWED VARIATIONS THAT MAY APPLY

- If necessary an upfront payment may be required in order to secure your heat pump prior to the confirmation of the installation date and time. This payment does not include a separate assessment visit by an installer to confirm eligibility or costs.
- Our installer will discuss variations with you before undertaking any works involving additional charges. Our Customer Service team will endeavour to identify if there will be any additional fees associated with the installation by providing an indicative estimate based on the information you provide. It will not always be possible to identify all additional costs until the installers arrives on site. However the installers will discuss any variation regarding the indicative estimate before proceeding, where possible. Additional costs may be associated with things like the condition of the existing wiring and plumbing, as the installers are required to meet minimum safety requirements during the installation on your premises.
- Additional fees will be incurred if your existing hot water system is not electric resistance, or if there is any relocation required. E-Green Electrical will ask you a series of questions to help you to understand any costs that may be incurred prior to confirming your booking. We will provide an estimate based on the information provided, which may change if the information provided is incorrect or insufficient.
- If you, the customer, provides us with incorrect or insufficient information that leads to an increase in the cost of the upgrade, and this results in cancellation or reschedule of the work after the tradesmen has already attended the site, a call-out fee will be applied.
- In regional areas, extra charges and wait times may apply. These vary depending on the area, scaled of work and which of our partners covers that area. Further details on this can be provided based on your information.
- We have allowed for all works to be carried out during normal hours (7am-4pm Monday to Friday, excluding Public Holidays). Requests for after-hours work will be considered on a case by case basis where possible, if possible please be aware this will attract additional fees.

Our customer service team is available during business hours to answer any questions you may have.

PAYMENT TERMS

We accept Visa and Mastercard payments from the authorised card holder. Payment over the phone payments via EFT is also available if required.

WARRANTY

All Heat Pumps have a manufacturer warranty, so please refer to the warranty card supplied to you to determine the warranty available on your heat pump.

PRIVACY INFORMATION

- Whilst E-Green Electrical requires personal information to proceed with this upgrade and to process the certificates, we will not share or sell your information to third parties, the only exchange of customer information occurs lawfully between us and partnered companies. E-Green Electrical is bound by and complies with the Australian Privacy Principles, as provided in the Privacy Amendment (Notifiable Data Breaches) Act 2017. We respect your privacy. Any personal information that we collect about you will be used and disclosed by us in order to provide you with the services agreed, or to otherwise enable us to carry out our business. This includes photographs of units our team may request, as well as photos of the installer is required to take on-site. Please be assured we will not disclose information about you unless the disclosure is required or authorised by law, you have consented to our disclosing the information about you, or for another purpose (related to the primary purpose of collecting that information) that you would reasonably expect. This means, for example: we will disclose information provided to our partner companies that carry out the installation.
- As this work is being undertaken as part of the ESS Program you may be re-contacted by Ecovantage (our certificate provider), or IPART or other scheme representatives for quality assurance surveys and further information. We appreciate your cooperation in the future to help keep quality standards high. We are required to comply with this measure under the program regulations.
- We require photos of your switchboard and existing hot water service provider to proceeding, to ensure eligibility, and to help avoid additional costs or delays arising on the day of the install. The installer is also required to take geotagged photos of the decommissioning of the existing unit and installation of the new unit for compliance and verification reasons.

LIMITATION OF LIABILITY /DISCLAIMER

- Our installers work as neatly as possible, but there will be some dust and grit. To keep our prices low, installers will only complete a very basic cleaning (a 'builder's clean'), so please allow yourself time to clean thoroughly. Where applicable, the installer will remove the old appliance. In order to prove the energy savings, the unit must be appropriately decommissioned.
- You can save up to 80% on your hot water energy usage if you upgrade from an electric hot water system. *This data is from Sustainability Victorias' Hot Water Running Costs, comparing running costs of a 5.5 star gas storage system, 7 star gas instantaneous system, electric off peak system, high-efficiency solar gas boosted system, high-efficiency solar electric boosted systems, high-efficiency hot water heat pump on off peak tariff for 4 people (150L per day). Actual savings will vary depending on usage and other factors, and cannot be guaranteed.*

CEILING FAN OFFER

EXISTING CEILING FAN OR LIGHT

There must be an existing power fixture in the place of where you wish to install the fan.

This needs to include existing wiring compliant with current Australian standards to a wall switch which can be used either as an isolation switch if you plan to use a remote with your fan, or to act as a wall control for the fan if this is your preference. If additional wiring to a wall switch is required, you may incur additional charges. All fans that we provide are as a supply and install package which will be on a remote.

We assume that your switchboard complies with current Australian standards. If your switchboard doesn't your electrician will not be able to complete the job. They will provide you an on the spot quote to update your switchboard.

If your installation requires anything further please let us know. Alternatively, the electrician on site will confirm and bill you directly.

Assumptions

- Your fan is installed on a remote
- Your existing wiring and switchboard are up to current Australian standards
- You have a standard ceiling height no taller than 4m

Our price does not include the following:

- Ceiling patching and painting
- Upgrade of existing wiring to meet current Australian standards
- Removing packaging and old appliances from installation site

Additional Charges

- Single ceiling fan call out fee (\$50)
- Installation of ceiling support to hold fan if required (\$50ea)
- Installations where access to the ceiling is difficult. This can sometimes be the case in buildings with flat roofs and apartments. This causes complexity to the installation which may add to the length of time to complete the job. (\$80 per hour)

NEW CEILING FAN (NO EXISTING WIRING OR HOLE CUT)

No existing power fixture in place where you want to install a ceiling fan.

We assume that your switchboard complies with current Australian standards. If your switchboard doesn't your electrician will not be able to complete the job. They will provide you an on the spot quote to update your switchboard.

If your installation requires anything further please let us know. Alternatively, the electrician on site will confirm and bill you directly.

Assumptions

- Your fan is installed on a remote
- Your switchboard is up to current Australian standards
- You have a standard ceiling height no taller than 4m

Our price does not include the following:

- Ceiling patching and painting
- Upgrade of existing wiring to meet current Australian standards
- Removing packaging and old appliances from installation site

Additional Charges

- Single ceiling fan call out fee (\$50)
- Installation of ceiling support to hold fan if required (\$50ea)
- Installations where access to the ceiling is difficult. This can sometimes be the case in buildings with flat roofs and apartments. This causes complexity to the installation which may add to the length of time to complete the job. (\$80 per hour)

AIR CONDITIONING OFFER

Available in metropolitan Sydney and some regional locations. This offer applies to new air-conditioner installations and replacements.

Our Air Conditioning Offer is available to approved customers under the Energy Savings Scheme (ESS), and the Federal Renewable Energy Target Program (RET), which are designed to reduce household and commercial greenhouse gases.

These energy efficiency programs facilitate the creation of energy efficiency certificates which are created through a deemed carbon abatement within methodologies and guidelines set out by each program regulator. The amount of carbon abatement is then translated into energy efficiency certificates, which have a market value and are used to subsidise the energy efficiency upgrade which is taking place.

STANDARD INSTALLATION

A standard NEW installation includes the following:

- 3m of Pipe and 15m of Cable
- Air conditioning trunking up to 2.4m
- Weatherproof Electrical Isolator next to outdoor unit for NEW installs
- New Electrical Circuit up to 10m (\$30 per metre on top) for NEW installs (3.5kW systems and above)
- Delivery
- Unboxing
- Product Inspection
- New Installation
- Testing
- Demonstration
- Builders Clean**

A standard REPLACEMENT installation includes the following:

- 3m of Pipe and 15m of Cable
- Delivery
- Unboxing
- Product Inspection
- New Installation
- Testing
- Demonstration
- Builders Clean**

Installation price includes an installation that complies with the AS/NZS 3000:2018 Wiring Rules. Standard installation means a back to back installation that includes up to 3m of pipe and 15m of cable back to the switchboard on a single storey brick veneer home or business.

Switchboard must be adequate to support power requirements of the unit, any extra wiring work or switchboard upgrades will incur additional charges. Subject to physical site inspection.

*Extra charges may apply if it's not a standard installation.

**Our installers work as neatly as possible, but there will be some dust and grit. To keep our prices low, installers will only complete a very basic cleaning (a 'builder's clean'), so please allow yourself time to clean thoroughly.

NOT INCLUDED IN STANDARD INSTALLATION

- Electrical Circuit for Replacement or 2.5Kw Air Conditioners
- Disconnection and/or Removal of Old Appliance
- New Trunking for Replacement Air Conditioners
- Wall Mounting Brackets
- Poly or Concrete Mounting Slab
- Roof Mounting Bracket
- Copper/Electrical Cable/Interconnecting Cable/Drainage Pipe which is over and above the basic included limits
- Electrical Conduit
- Power Board Upgrades
- Solid Wall Core Hole Penetration
- Double Brick Penetration
- Removal and Replacement of Tin Roofing
- Roof Space Cable Runs
- Internal Wall Installation Works
- Condensate Pumps
- PVC Caps & Elbows
- Cost of Access Machinery if Required
- Isolation Switch for Replacement Air Conditioners

ADDITIONAL COSTS/VARIATIONS

Extra Pipe/Trunking Install per Metre	\$90.00
Extra Cable per Metre	\$14.00
Electrical Conduit per Metre	\$17.00
Electrical Conduit per Metre (including Cable)	\$25.00
Wall Brackets (Max height 1.8m off ground)	\$190.00
Roof Bracket	\$315.00
Double Storey	\$205.00

Double Brick Penetration	\$90.00
Additional Circuit (Includes 10m and then another \$25 every metre on top, this includes conduit)	\$349.00
Circuit Breaker Enclosure	\$45.00
Side Exit Installation (If we need to install the head unit next to a corner & piping cannot go through the back)	\$120.00
Decommissioning Charge**	\$140.00
Isolation Switch	\$100.00
Poly Slab or PVC Feet (per set)	\$70.00
No Show/No Access Charge^	\$99.00
Additional or Site Visit Fee*	\$99.00
Wifi it and Installation Fee*	\$99.00

TERMS OF AN ESTIMATE AND REQUEST FOR ASSESSMENT

- The figure we provide is an estimate; there could be variations depending on the exact details of your air conditioning installation as outlined in these Terms & Conditions.
 - Some variations may be required to make sure your air conditioner is installed correctly and complies with the AS/NZS 3000:2018 Wiring Rules.
- Variations can only be determined when an Assessment is made at your property.
- After the Assessment, if you accept the Installation, we aim to complete the Installation on the spot. The whole process (Assessment and Installation) without variations normally takes about 1-2 hours per air conditioner.
- Once the Installation begins, our Installer will discuss any further variations with you before undertaking any works involving extra charges.
- All figures include GST.

The customer agrees and acknowledges that they will be required to pay the balance owing and any extras or variations identified during the site inspection prior to installation commencing.

If a customer changes their mind on location or varies the original installation plan that creates additional labour or costs, they may incur additional charges.

^If the customer is not at the property to provide access, or the area for installation cannot be accessed due to locked doors, blocked walkways or clutter, the customer may be subject to a no access fee of \$99 and their job may be cancelled.

*If the customer requires the installer to stop work and revisit the job on a different day, the customer may be subject to an additional site fee of \$99.

**Applicable where the customer is replacing an existing air conditioning unit. This includes the removal of the existing air conditioning unit.

E-Green Electrical hereby indemnifies itself from any unidentified variances that may arise during the commencement of an air conditioning upgrade project. Such variances may impact the project's cost or installation process. In the event that unforeseen circumstances arise, E-Green Electrical shall not be held liable for any additional costs or delays incurred as a result. The customer agrees to assume responsibility for any such variances and acknowledges that E-Green Electrical cannot be held accountable for factors beyond its control. This indemnification clause serves to protect both parties and ensures transparency throughout the project.

WARRANTY

All Air Conditioners have a manufacturer warranty, please refer to the warranty card supplied to you to determine the warranty available on your Air Conditioner.

PRIVACY INFORMATION

- Whilst E-Green Electrical requires personal information to proceed with this upgrade and to process the certificates, we will not share or sell your information to third parties, the only exchange of customer information occurs lawfully between us and partnered companies. E-Green Electrical is bound by and complies with the Australian Privacy Principles, as provided in the Privacy Amendment (Notifiable Data Breaches) Act 2017. We respect your privacy. Any personal information that we collect about you will be used and disclosed by us in order to provide you with the services agreed, or to otherwise enable us to carry out our business. This includes photographs of units our team may request, as well as photos of the installer is required to take on-site. Please be assured we will not disclose information about you unless the disclosure is required or authorised by law, you have consented to our disclosing the information about you, or for another purpose (related to the primary purpose of collecting that information) that you would reasonably expect. This means, for example: we will disclose information provided to our partner companies that carry out the installation.
- As this work is being undertaken as part of the ESS Program you may be re-contacted by Ecovantage (our certificate provider), or IPART or other scheme representatives for quality assurance surveys and further information. We appreciate your cooperation in the future to help keep quality standards high. We are required to comply with this measure under the program regulations.
- We require some photos such as your existing system and location of the new system to ensure eligibility, and to help avoid additional costs or delays arising on the day of the install. The installer is also required to take geotagged photos of the decommissioning of the existing unit and installation of the new unit for compliance and verification reasons.

PAYMENTS FOR ALL REBATES/WORK

- The Client agrees to pay E-Green Electrical in accordance with the terms specified in this agreement. The Client will be required to pay upon receipt of the Invoice. Unless otherwise specified, all subsequent balances due are payable upon completion of the project.
- E-Green Electrical reserves the right to legally reject work and return the customer's deposit if unforeseen circumstances, such as unavailability of essential materials or unanticipated project complexities, prevent the company from fulfilling its contractual obligations. This policy ensures transparency and fairness in the event that E-Green Electrical is unable to proceed with the agreed-upon services.
- If the Client fails to pay any invoice or sign the documentation required for E-Green Electrical to claim the government rebate offered, E-Green Electrical reserves the right to withdraw the products, services and associated materials or refuse completion and/or delivery of work until past due balances are paid. All materials or property belonging to the Client, as well as work performed, may be retained as security until all just claims against the Client are satisfied. E-Green Electrical will charge a late payment fee of 10% compounding interest per week on the outstanding amount. The Client is responsible for any debt collection fees which may come due.
- In the event of cancellation of the project prior to completion the client must provide written confirmation of cancellation. The Client must pay E-Green Electrical a fee for work completed, based on the contracted price, the revenue from the government rebate and the expenses already incurred.