



NETCC Sales and Installation Agreement

Terms of use

1 Background

- (a) The Clean Energy Council (CEC), as the Administrator of the New Energy Tech Consumer Code (NETCC), has designated the party specified as "Contractor" in the Quote as a "Licensee" of the NETCC Sales and Installation Agreement (**Agreement**).
- (b) The Licensee must not remove these Terms of Use or any copyright statement from the Agreement.
- (c) The CEC has prepared the Agreement as "model" terms without the requirements of any particular supplier or supply arrangement in mind.

2 Licence to use Agreement

- (a) The Licensee is only permitted to use the Agreement as the basis for creating an agreement between the Licensee and its end customers for the sale and/or installation of new energy tech (**Permitted Purpose**).
- (b) With effect on and from the date upon which the Licensee receives the Agreement from the CEC, the CEC grants to the Licensee an exclusive, irrevocable, non-transferable, non-sublicensable licence to use the Agreement for the Permitted Purpose.
- (c) The Licensee must not make claims of any nature in relation to its association with the CEC, including that it is accredited, approved or endorsed by the CEC, or that it is compliant with the New Energy Tech Consumer Code, as a result of being granted a license to use the Agreement.

3 Intellectual property

The parties acknowledge and agree that the CEC owns all intellectual property rights in the Agreement. To the extent necessary to give effect to this, the Licensee assigns to the CEC all intellectual property rights in the Agreement.

4 Transfer of rights

The licence under these Terms of Use is personal to the Licensee and the Licensee must not assign, transfer, dispose of, or in any way deal with any of its rights or obligations under these Terms of Use, or under any licence, sublicense or arrangement relating to the Agreement, without the CEC's prior written consent.

5 Licensee acknowledgement

- (a) The Licensee acknowledges that:
 - (i) the Agreement must only be used by a party designated by the CEC as a "Licensee" for the Agreement;
 - (ii) these Terms of Use do not confer and the Licensee does not acquire, any right, title or interest in the intellectual property rights other than as expressly set out in the Agreement;
 - (iii) the Licensee must not use the Agreement other than for the Permitted Purpose; and
 - (iv) the CEC reserves all rights in and to the intellectual property rights in the Agreement.
- (b) In using the Agreement, the Licensee accepts full responsibility for:
 - (i) obtaining expert advice for the Licensee's use of the Agreement;
 - (ii) compliance with all applicable laws relating to use of the Agreement and its subject-matter; and
 - (iii) reflecting the Licensee's requirements in the Agreement.

6 Payment and further term

- (a) As consideration for use of the Agreement, the Licensee must pay the CEC the Upfront Fee set out in Table 1.
- (b) All payments made by the Licensee under these Terms of Use are to be made by:
 - (i) credit card payment through the NETCC website available at [NETCC | Consumer protection standards for solar, batteries & more \(newenergytech.org.au\)](https://www.netcc.org.au/consumer-protection-standards-for-solar-batteries-more); or
 - (ii) direct deposit into the account notified by the CEC in writing.

Table 1: Licencing fees

Fees	Amount
Upfront Fee	\$ 800.00

NETCC Sales and Installation Agreement

Contents

Terms of use.....	2
NETCC Sales and Installation Agreement.....	3
Quote	4
A. Customer and Contractor.....	4
B. New Energy Tech and Work Required.....	5
C. Pricing	6
C1. Contract price	6
C2. Validity period and charges and deductions	6
C3. Power purchase agreement	6
C4. Design cost.....	7
C5. Connection approval cost.....	7
C6. Periodic or intermittent charges.....	7
C7. Discounts, regulatory certificates, incentives or rebates	7
C8. Payments from Contractor to Customer.....	7
D. Payment Terms and Related Information	8
E. Performance of Work Details	9
F. Warranties and Miscellaneous	10
G. Customer Acknowledgements	11
Schedule 1: General Terms and Conditions.....	13
Schedule 2: Special Conditions.....	22
Schedule 3: Attachments	23

Quote

The Quote is to be read with, and is subject to, the General Terms and Conditions in Schedule 1. The Contractor must comply with the Code.

NOTICE: Cooling Off Rights under the Australian Consumer Law









The Customer has cooling-off and termination rights under the Australian Consumer Law. If the Agreement resulted from an unsolicited consumer agreement (as defined in the Australian Consumer Law), then the Customer is entitled to terminate the Agreement within 10 Business Days of executing the Agreement without penalty (**Cooling Off Right**). It may do so by oral or written notice to the Contractor using the address details set out below.

A. Customer and Contractor

Customer (cl.1.1 of T&C's)	[insert name]
Premises	[insert]
ABN:	[insert]
Address:	[insert]
Representative:	[insert]
Email:	[insert]
Phone:	[insert]

Contractor (para. 9.a of the Code) (cl.1.1 of T&C's)	[insert name]
ABN:	[insert]
Address:	[insert]
Representative:	[insert]
Email:	[insert]
Phone:	[insert]

B. New Energy Tech and Work Required

Work (cl.1.1 of T&C's)	What Work is being undertaken	<input type="checkbox"/> Supply of New Energy Tech <input type="checkbox"/> Installation and services relating to New Energy Tech
<i>NOTE: Select one or both.</i>		
		
		
Fit for purpose inquiry	Customer circumstances, needs and expectations. <i>(paras. 7.a and 7.c of the Code)</i>	<input type="checkbox"/> A fit for purpose enquiry has been undertaken. <input type="checkbox"/> A fit for purpose enquiry has not been undertaken. <i>NOTE: if 'Yes', include a brief description of the Customer's circumstances, needs and expectations in relation to the New Energy Tech relevant details below.</i>
	[insert]	
		
		
New Energy Tech Manufacturer/Importer	Name and contact details <i>(para 9.j.iii of the Code)</i>	Supplier Name: [insert] Product / Service: [insert] ABN: [insert] Address: [insert] Representative: [insert] Email: [insert] Phone: [insert]

C. Pricing

C1. Contract price

New Energy Tech Price (cl.1.1 of T&C's)	Contract Price (excl. GST) (including cost of Works and any Charges and Deductions) <i>(para. 10 of the Code and cl. 1.1 of T&C's)</i>	[REDACTED]
	GST	\$(insert)
	Contract Price (incl. GST)	\$(insert)
	Deposit <i>(para. 10 of the Code)</i>	\$(insert), payable within 10 Business Days of execution of the Agreement.

C2. Validity period and charges and deductions

Validity Period (cl.1.1 of T&C's)	[REDACTED]	[REDACTED]
Charges and Deductions (cl.1.1 of T&C's)	Select applicable Charges and Deductions	<input type="checkbox"/> Power purchase agreement – complete section C3.
		<input type="checkbox"/> Design cost – complete section C4. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

C3. Power purchase agreement

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

C4. Design cost

Does the Customer require custom configuration or specification and/or physical installation? Yes
(para. 17.c of the Code) No

The Contractor provided a site-specific installation design plan and a site-specific performance estimate (Design Documents). Yes – refer Schedule 3 Attachment B.
 No – to be provided in accordance with clause 3.2.

[REDACTED]

C5. Connection approval cost

Charge where the Customer requires the Contractor to arrange connection approval and/or reconfiguration of the Customer's meter on its behalf. **\$(insert)**
(para. 18.a of the Code)

[REDACTED]

[REDACTED]

C6. Periodic or intermittent charges

[REDACTED]

[REDACTED]

C7. Discounts, regulatory certificates, incentives or rebates

Amount
(para. 13 of the Code)

\$(insert) for (insert)

NOTE: insert details of relevant discount, regulatory certificate, incentive, rebate (government and non-government) and government relief schemes and how and when these may or may not apply. Include as a new Attachment to Schedule 3 if extensive.

C8. Payments from Contractor to Customer

Amount (payments are to be made by the Contractor to the Customer, and if known upfront)
(para. 16 of the Code)

\$(insert)

NOTE: if nothing stated, not applicable.

[REDACTED]

[REDACTED]

Frequency of payments
(para. 16 of the Code)

[insert]

NOTE: if nothing stated, not applicable.

D. Payment Terms and Related Information

Payment terms

Method of making
payments
(para. 9.i of the Code and
clause 7.1(a) of the
General Terms and
Conditions)

Direct payment

Instalments

Deferred Payment Arrangement

Bank account details
(para. 9.i of the Code)

[Note: insert.]

[REDACTED]

[REDACTED]

E. Performance of Work Details

Progress of Work	Commencement Date (cl.1.1 of T&C's)	[insert] <i>NOTE: if blank, then the Commencement Date is the date the Agreement is executed.</i>
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	Are there Factors that may cause a delay to the Supply Date or the Date for Completion? <i>(para. 9.h of the Code)</i>	<input type="checkbox"/> Yes (Refer to Schedule 3, Attachment A) <input type="checkbox"/> No
Premises	[REDACTED]	[REDACTED]
Relationship with Energy Supplier	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

F. Warranties and Miscellaneous

Warranties	Details (para. 9.j of the Code) (cl.4.1 of T&C's)	The warranties applicable to the Work are set out in clause 4.1 of the General Terms and Conditions.
	Warranty Period (para. 20.b of the Code) (cl.1.1 of T&C's)	[REDACTED]
Licenses, accreditations and/or certifications	[REDACTED]	[REDACTED]
Fair Trading Body and State Consumer Affairs office	Contact details (para. 54.f of the Code)	<p>ACT: Access Canberra Phone: 13 22 81</p> <hr/> <p>NSW: Fair Trading Phone: 13 32 20</p> <hr/> <p>NT: Consumer Affairs Phone: 1800 019 319</p> <hr/> <p>QLD: Office of Fair Trading Phone: 13 74 68</p> <hr/> <p>SA: Consumer and Business Services Phone: 13 18 82</p> <hr/> <p>TAS: Consumer, Building and Occupational Services Phone: 1300 654 499</p> <hr/> <p>VIC: Consumer Affairs Phone: 1300 558 181</p> <hr/> <p>WA: Consumer Protection Phone: 1300 304 054</p>

G. Customer Acknowledgements

I acknowledge that if the Work involves Installation on a strata title property and requires the approval of the Owners Corporation, then I have obtained the written approval of the Owners Corporation and provided such written approval to the Contractor, before the Agreement is signed (*para. 9.n of the Code*).

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

Executed for and on behalf of the Customer by:

Executed for and on behalf of the Contractor by its duly authorised representative:

Signature

Signature

Print name

Print name / position

Date

NOTE: Confirm the execution blocks are correct

Schedule 1: General Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Administrator means the organisation with responsibility for administering the Code, being:

- (a) the Clean Energy Council (**CEC**);
- (b) the Administrator appointed by the NETCC Council; and
- (c) the Code Monitoring and Compliance Panel appointed by the NETCC Council.

Agreement means the agreement which comprises:

- (a) the Quote;
- (b) Schedule 1 (*General Terms and Conditions*);
- (c) Schedule 2 (*Special Conditions*); and
- (d) Schedule 3 (*Attachments*).

Approval means any authorisation, assessment, accreditation, determination, registration, clearance, permit, licence, consent, certificate or other approval obtained or required or applying in connection with anything required or permitted to be done by the Contractor under the Agreement (including any approval by the Energy Network).

Approved Financier means a credit provider (which may include the Contractor or a third party) that:

- (c) is licensed under the *National Consumer Credit Protection Act 2009* (Cth); and
- (d) has had its deferred payment contract and its internal policies and procedures approved in accordance with the Code.

Approved Seller means a signatory to the Code.

Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Australian Standards means any Australian Standard (as amended or replaced) issued by Standards Australia applying to the Work.

Business Day means a day that is not a Saturday, Sunday or public holiday or bank holiday in the State or Territory in which the Premises is located.

Cancellation Fee means actual, reasonable direct loss incurred by the Contractor in the event this Agreement is terminated.

SAA-Accredited Installer means an installer of solar photovoltaic systems accredited in this capacity by Solar Accreditation Australia under Solar Accreditation Australia's 'Code of Conduct' and 'Requirements'.

Charges and Deductions means the charges and deductions specified in the Quote.

Code means the New Energy Tech Consumer Code.

Commencement Date means the commencement date specified in the Quote.

Completion means the stage where the Work has been installed in accordance with the Agreement and all relevant Laws, either without any omissions or Defects or apart from minor omissions or Defects.

Contractor means the contractor as specified in the Quote.

Contract Price means:

- (a) the New Energy Tech Price; and
- (b) the Charges and Deductions as specified in the Quote.

Cooling Off Right means the 'cooling off right' specified in the Quote.

Customer means the customer specified in the Quote.

Date for Completion means the date for Completion as specified in the Quote.

Design Documents means the 'design documents' specified in the Quote.

Defect means:

- (a) any error, deficiency, omission, non-conformity, fault, failure, safety hazard or malfunction in the Work or any performance characteristic of the New Energy Tech; or
- (b) any aspect of the Work or New Energy tech which is not in accordance with the requirements of the Agreement.

Deferred Payment Arrangement means a payment arrangement made in accordance with clause 7.4 which permits the Customer to defer or delay paying.

Deposit means the amount specified as the deposit in the Quote (if any).

Energy Network means any of Australia's principal energy transmission and distribution networks (including the energy networks known as 'South West Interconnected System', 'North West Interconnected System', 'Darwin-Katherine Electricity Network' and 'National Electricity Market').

Energy Supplier means any of Australia's public offer energy providers, including retailers and network businesses.

Fair Trading Body means the fair trading body specified in the Quote.

Force Majeure Event means:

- (a) war, hostilities (whether war be declared or not), invasion or act of foreign enemies;
- (b) rebellion, revolution, an undeclared terrorist incident for the purposes of the Terrorism Insurance Act 2003 (Cth), insurrection, military or usurped power, martial law or confiscation by order of any Authority or civil war;
- (c) ionising radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel within Australia not caused by the Contractor's use of such radiation or radio-activity;
- (d) fire emanating from outside the Site, 1 in 100 year flood, tsunami, explosion, landslide, earthquake or cyclone (as named by the Bureau of Meteorology);
- (e) riot or commotion by persons other than the Contractor's Related Persons; or
- (f) epidemic or pandemic and any resultant impacts (including COVID-19);

which prevents the Contractor from performing any of its obligations under this Agreement.

General Terms and Conditions and **T&C's** mean Schedule 1 of the Agreement.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Installation means the installation of the New Energy Tech at the Premises.

Instalment Payment Date means the date on which the Customer will commence paying the instalments in accordance with clause 7.3, as specified in the Quote.

Interest means the current official cash rate as determined by the Reserve Bank of Australia plus **2** percent.

Schedule 2: Special Conditions

insert

NOTE: If nothing stated, not applicable.

Schedule 3: Attachments

Attachment A: Factors that may cause delay to the Supply Date and/or the Date for Completion

- Force Majeure Event
- ***[Insert any other factors or circumstances that are out of the Contractor's control that may cause delay.]***

Attachment B: Site-specific installation design plan, site-specific performance estimate and return on investment

Part A: Site-specific installation design plan and site-specific performance estimate

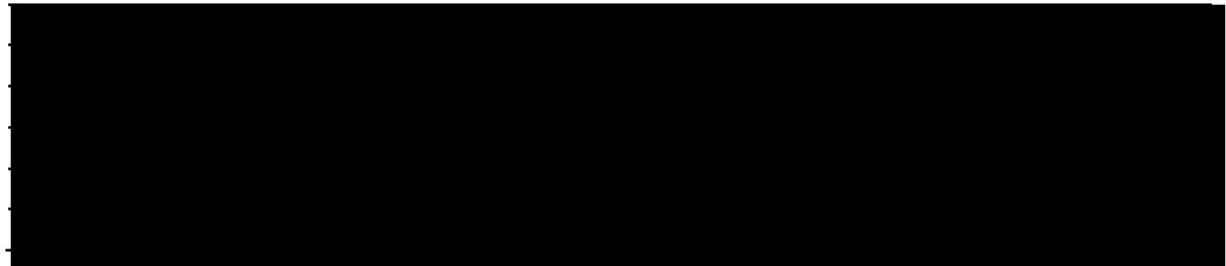


Part B: Return on investment



Assumptions:

Assumption	Description
System design, performance and output	[insert]



Sources: [insert]

Attachment C: Connection approval / reconfiguration of meter

NOTE:

- *In this attachment, include an explanation of the steps that need to be taken to obtain approval and/ or reconfiguration of your meter and the relevant paperwork that must be completed and submitted prior to installation.*
- *If nothing stated, not applicable.*

Attachment D: Operating Information

[insert]

NOTE: insert:

- *comprehensive information for safe and effective operation, maintenance and optimisation of the New Energy Tech;*

[REDACTED]