

# MAC Trade Services – Terms & Conditions of Contract (New South Wales)

1. **(Contract)** The Contract governs the agreement between MAC and the Customer in respect of the Works. MAC will provide to the Customer:
  - a) a copy of the Consumer Building Guide before the Customer signs this Contract; and
  - b) a signed copy of this Contract within 5 Business Days after it is signed by both parties.
2. **(Additional terms applying where the Contract Price exceeds \$20,000)** If the Contract Price is more than \$20,000, the clauses in Schedule 1 will also form part of this Contract. In the event of any inconsistency between Schedule 1 and clauses 1 to 44 of this Contract, Schedule 1 will prevail to the extent of that inconsistency.
3. **(Works)** MAC agrees to undertake the Works at the Property on the terms and conditions of this Contract.
4. **(Plans and specifications)**
  - a) All plans and specifications for the Works, including any variations to those plans and specifications, are taken to form part of this Contract.
  - b) Any agreement to vary this Contract, or to vary the plans and specifications for the Works, must be in writing and signed by or on behalf of each party to this Contract.
5. **(Quality of construction)**
  - a) All Works must comply with:
    - i) the Building Code of Australia (to the extent required under the *Environmental Planning and Assessment Act 1979*, including any regulation or other instrument made under that Act), and
    - ii) all other relevant codes, standards and specifications that the Works are required to comply with under any Law, and
    - iii) the conditions of any relevant development consent or complying development certificate.
  - b) Despite subclause (a), this Contract may limit the liability of MAC for a failure to comply with subclause (a) if the failure relates solely to:
    - i) a design or specification prepared by or on behalf of the Customer (but not by or on behalf of MAC), or
    - ii) a design or specification required by the Customer, if MAC has advised the Customer in writing that the design or specification contravenes subclause (a).
6. **(Sub-contracting)** MAC may sub-contract any of our obligations under this Contract to a third party, provided that:
  - a) if MAC sub-contracts any obligations, MAC will:
    - i. ensure the relevant sub-contractor performs all sub-contracted obligations in accordance with the applicable requirements of the Contract;
    - ii. continue to be liable to the Customer for the performance of MAC's obligations under this agreement, even though MAC has sub-contracted one or more of those obligations; and
    - iii. be liable to the Customer for the acts and omissions of MAC's sub-contractors, as if these acts and omissions were MAC's own; and
  - b) MAC's obligations in relation to the design or provision of the Works can only be sub-contracted to a CEC-Accredited Installer.
7. **(Cooling off - Unsolicited Sale)** If this Contract result from an Unsolicited Sale, the Customer will have the right to terminate this Contract in the circumstances set out in the Australian Competition Law (which rights and circumstances will be summarised in the pre-contract materials provided by MAC to the Customer in respect of the Unsolicited Sale).
8. **(Other approvals)** The Customer acknowledges that it will require the approval from the Network Utility to connect the system to the electricity grid. The performance of obligations under this Contract (except for clause 11 and the requirement for the Customer to pay the Deposit specified in clause 19 and the Balance specified in clause 20) is subject to the Customer obtaining any council, Network Utility, Owners Corporation (if the Works are to be undertaken on a strata title property) or other approvals as may be required in respect of the Works. MAC does not give any guarantees, warranties or make any representations as to any approvals that will be required and, if so, whether they will be obtained. The Customer acknowledges and agrees that it is responsible for obtaining, and for all costs and expenses related to obtaining, all approvals prior to installation of the system. Where required approvals are not obtained 14 days prior to Scheduled Installation Date, MAC may defer the scheduled installation up to two (2) occasions to allow additional time for the Customer to obtain the required approvals. Where the Customer is unable to obtain the required approvals after two (2) deferrals of the installation date, either party may terminate this Contract by giving written notice to the other party. Where this Contract is terminated in accordance with this clause 8, MAC shall refund to the Customer any monies paid by the Customer under this Contract, less (unless prohibited by the New Energy Tech Consumer Code) any monies determined by MAC as being payment for the part of the Works that have been completed or for which the Customer has received a benefit.
9. **(Interaction with Network Utility)** The Network Utility is responsible for all matters associated with metering and the Customer's connection to the electricity grid. It is a requirement that any relevant paperwork and/or applications be submitted to the Network Utility for required approval prior to an installation. While MAC is neither an agent for the Customer or for the Network Utility, MAC will assist the Customer with and facilitate their interaction with the relevant Network Utility in obtaining connection approval. Should the Customer decide to obtain network connection approval themselves, MAC will assist the Customer but may charge a non-refundable fee for this assistance. The Network Utility may impose a charge for connection to the energy network and/or reconfiguration of the Customer's meter and may change your energy pricing.
10. **(Small-Scale Technology Certificates – "STCs")** The Customer assigns all rights it has to create STCs to MAC and authorises MAC to create, apply for and retain STCs and all financial benefits or value attributable to them. The Customer acknowledges and agrees that the Contract Price has been calculated on the basis that the STCs, incentives and other financial benefits set out in the Quotation in relation to the Works that may be retained by MAC as a result of the assignment of such rights to MAC under this clause are approved by the Clean Energy Regulator. If for any reason MAC determines that the STCs, incentives or other financial benefits are not, or will not be, available to MAC as anticipated by MAC in calculating the Contract Price in the Quotation, then the Customer agrees to pay an additional amount to MAC equal to the value of such benefits that are not, or will not be, available to MAC.
11. **(Access to Property)** The Customer grants MAC permission to enter and remain at the Property, and to have MAC's sub-contractors enter and remain at the Property, to:
  - a) enable MAC to enforce its rights under clause 26;
  - b) conduct one or more site inspections, if MAC thinks this is necessary; and/or
  - c) provide the Works to the Customer,at any reasonable time, provided MAC gives the Customer at least 3 Business Days' notice of the proposed access time. The Customer or their authorised representative must be present at the Property for any site inspection and for the provision of the Works.  
The Customer must:

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- d) ensure that MAC and MAC's sub-contractors have convenient, unobstructed and safe access to all parts of the Property necessary to conduct any required site inspections or to deliver and provide the Works; and
  - e) ensure the Property, including its roof, supporting structures and electrical wiring, are sound and able to accommodate the Works.
12. **(Access to Online System Monitoring)** Where the Customer's System allows access to Online System Monitoring and the Customer wishes to access it, it is the responsibility of the Customer to have and maintain a compatible internet connection for such access to occur in addition to the obligations as defined in Clause 44.
13. **(Quotation variation)** The Customer acknowledges and agrees that MAC has agreed to undertake the Works on the Property on the basis of information provided by the Customer to MAC (as outlined in the Quotation), and a review of publicly available aerial photography for the Property. The quoted price is subject to a final on-site technical review by MAC which will be undertaken following the acceptance of the Contract. If and to the extent that MAC discovers after signing of this Contract circumstances that were not readily apparent from the information provided by the Customer to MAC, or from the review of publicly available aerial photography for the Property, including without limitation circumstances relating to structural integrity, hidden defects, electrical wiring or cabling, gas or water pressure, meter or switchboard non-compliance to industry standards, status or mounting of consumption meters (including without limitation the presence of any asbestos) difficulty in accessing the roof or ceiling cavity and other matters relating to the Property that may impact on the completion of the Works or the performance of the completed Works or the solar panel layout and system size, the Customer agrees that MAC will be entitled to revise its Quotation for the Works in order for MAC to complete the Works and/or be satisfied that the performance of the completed Works at the time of such completion will not be adversely affected. MAC must provide the Customer with written notice of its proposed variations to the Quotation and must receive written approval from the Customer prior to commencing or continuing the Works. If the Customer does not approve the revised Quotation or MAC determines that such circumstances cannot be rectified or addressed to MAC's satisfaction by a variation to the Works and the Quotation, then MAC may terminate this Contract by written notice to the Customer and refund within 14 days all monies paid by the Customer to MAC under this Contract, less (unless prohibited by the New Energy Tech Consumer Code) any monies determined by MAC as being payment for the part of the Works that have been completed and/or for which the Customer has received a benefit.
14. **(Panel Type Variation)** MAC may install a photovoltaic panel at the Property that is different to that which is referred to in the Customer's Quotation to assist MAC and the Customer with any procurement issues or technology changes that occur between the date that the Contract is signed and the Scheduled Installation Date. However, MAC can only install a different photovoltaic panel under this clause if:
- a) the panel is approved by the Clean Energy Council;
  - b) the panel is defined as a Tier 1 solar panel, in circumstances where the Quotation referred to a Tier 1 solar panel;
  - c) the panel is of an equivalent or better specification than that which is referred to in the Quotation. An equivalent panel is defined to be a panel that has an equal or greater wattage, an equal or longer materials and workmanship warranty, and an equal or better performance warranty;
  - d) MAC gives the Customer written notice of the change at least 5 Business Days before the Scheduled Installation Date; and,
  - e) the Customer provides their acceptance of the written notice of change at least 3 Business Days before the Scheduled Installation Date.

If MAC gives the Customer notice of a panel change and the Customer prefers to terminate this Contract rather than accept the panel change, the Customer can terminate the Contract in accordance with this clause, and, if the Customer does, MAC will refund all monies paid by the Customer to MAC under this Contract, less (unless prohibited by the New Energy Tech Consumer Code) any monies determined by MAC as being payment for the part of the Works that have been completed and/or for which the Customer has received a benefit. The Customer can terminate this Contract due to a notice of a panel change by giving MAC written notice to this effect at least 3 Business Days before the Scheduled Installation Date. If MAC sends the Customer a notice of a panel change and the Customer does not provide their acceptance of the panel change or does not terminate this Contract at least 3 Business Days before the Scheduled Installation Date, MAC may postpone the Scheduled Installation Date until such time as the Customer provides their acceptance of the panel change variation or MAC may terminate this Contract by providing written notice to the Customer.

15. **(Panel Quantity Variation)** MAC may install a quantity of photovoltaic panels at the Property that is different to that which is referred to in the Customer's Quotation to assist MAC and the Customer with any procurement issues or technology changes that occur between the date that the Contract is signed and the Scheduled Installation Date. However, MAC can only install a different quantity of photovoltaic panel under this clause if:
- a) the total direct current kilowatt (kW) capacity all solar panels installed at the Property is equal to or greater than the kilowatt capacity referred to in the Quotation;
  - b) MAC gives the Customer written notice of the change at least 5 Business Days before the Scheduled Installation Date; and
  - c) the Customer provides their acceptance of the written notice of change at least 3 Business Days before the Scheduled Installation Date.

If MAC gives the Customer notice of a panel quantity variation and the Customer prefers to terminate this Contract rather than accept the panel quantity variation, the Customer can terminate the Contract in accordance with this clause 15, and, if the Customer does, MAC will refund all monies paid by the Customer to MAC under this Contract, less (unless prohibited by the New Energy Tech Consumer Code) any monies determined by MAC as being payment for the part of the Works that have been completed and/or for which the Customer has received a benefit. The Customer can terminate this Contract due to a notice of a panel quantity variation by giving MAC written notice to this effect at least 3 Business Days before the Scheduled Installation Date. If MAC sends the Customer a notice of a panel quantity variation and the Customer does not provide their acceptance of that variation or does not terminate this Contract at least 3 Business Days before the Scheduled Installation Date, MAC may postpone the Scheduled Installation Date until such time as the Customer provides their acceptance of the panel quantity variation or MAC may terminate this Contract by giving written notice to the Customer.

16. **(Scheduled Installation Date)** The Customer acknowledges that:
- a) the estimated installation date for the Works provided with the Quotation is an estimate, based on information known when the Quotation is provided, including, but not limited to, site location, stock availability, installer availability, customer availability, weather conditions, and typical Network Utility approval timeframes; and
  - b) as soon as possible after the Network Utility approves the Works, MAC will notify the Customer of the Scheduled Installation Date for the Works.

If MAC does not commence the Works within a reasonable time of the Scheduled Installation Date for reasons not permitted under this Contract (including matters beyond MAC's reasonably control), and the Customer does not consent to an amendment to the Scheduled Installation Date, MAC will refund all monies paid by the Customer to MAC under this Contract, less (unless prohibited by the New Energy Tech Consumer Code) any monies determined by MAC as being payment for the part of the Works that have been completed and/or for which the Customer has received a benefit.

17. **(Price Increases)** MAC may increase the price of any part of the Works to cover any new or increased cost of selling and providing the Works under this Contract as defined in clause 13. However, MAC can only increase prices under this clause if:
- a) it is reasonable to do so;
  - b) MAC is not prohibited by law or the New Energy Tech Consumer Code from doing so;

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- c) MAC gives the Customer written notice of the increase at least 5 Business Days before the Scheduled Installation Date; and
  - d) the Customer provides their acceptance of the written notice of change at least 3 Business Days before the Scheduled Installation Date.
18. **(Termination of Contract)** The Customer may terminate the Contract in accordance with this clause;
- a) Due to a notice of a price increase as defined in clause 17, by giving MAC written notice to this effect at least 3 Business Days before the Scheduled Installation Date. If MAC sends the Customer a notice of a price increase and the Customer does not provide their acceptance of the price increase or does not terminate this Contract at least 3 Business Days before the Scheduled Installation Date, MAC may postpone the Scheduled Installation Date until such time as the Customer provides their acceptance of the price increase or MAC may terminate this Contract by giving written notice to the Customer.
  - b) If MAC does not commence the Works within a reasonable time of the Scheduled Installation Date for reasons not permitted under this Contract (including matters beyond MAC's reasonably control), and the Customer does not consent to an amendment to the Scheduled Installation Date.
  - c) If the Customer has taken responsibility for Network Utility connection approval as defined in clause 9 and your application is rejected after you have signed the Contract with MAC.
- MAC will refund all monies paid by the Customer to MAC under this Contract, less (unless prohibited by the New Energy Tech Consumer Code) any monies determined by MAC as being payment for the part of the Works that have been completed and/or for which the Customer has received a benefit.
19. **(Deposit)** Subject to clause 21, the Customer must pay the Deposit in the amount and by the payment methods set out under the "Quote Acceptance" section of the Quotation with respect to the Works. MAC is not obliged to order any materials or conduct any actions under this Contract until the Deposit is received in full by MAC.
20. **(Balance)** Subject to clause 21, the Customer must pay the Balance of the Contract Price at the times and in the amounts and by the payment methods set out under the "Quote Acceptance" section of the Quotation with respect to the Works.
21. **(Insurance)** If the Contract Price is more than \$20,000, before commencement of the Works and as a pre-condition to demanding and receiving any part of the Contract Price, MAC is required to:
- a) obtain the insurance required by the Relevant State Building Legislation in relation to the Works (if any); and
  - b) provide the Customer with a certificate for the insurance referred to in paragraph (a).
22. **(No guarantee or warranty for feed in tariff or incentives)** MAC does not guarantee or warrant that the Customer will be entitled to, or eligible for, any feed in tariff, incentive, subsidy, discount or similar financial benefit from any government authority or commercial third party in relation to the Works, including any such financial benefit which may be payable directly to MAC in respect of the Works (**Financial Benefits**), or that any Financial Benefit will be maintained. The Customer must make its own enquiries as to the availability of, and eligibility for, any Financial Benefit. The Customer acknowledges and agrees that it will be solely responsible for the full Contract Price in the event that the Customer ceases to be entitled to, or eligible for, a Financial Benefit.
23. **(Changes in governmental taxes or charges)** In the event that, after the execution of this Contract, any change is made to government taxes or charges levied by any relevant government authority which will have the effect of increasing the cost to MAC of undertaking the Works, the Customer agrees that the Contract Price will be increased by the amount by which the cost to MAC of undertaking the Works increases as a result of such government taxes or charges levied.
24. **(Customer default and termination)** If the Customer breaches this Contract:
- a) by failing to advise MAC that the Property is under a strata title, you were required by law to obtain the Owners Corporation written consent before undertaking the Works, you entered into a Contract with MAC for the Works before obtaining that written consent and the Owners Corporation subsequently refuses to give that consent;
  - b) by failing to make any payment due to MAC under this Contract, and such payment remains outstanding for at least 5 Business Days, MAC may terminate the Contract by written notice to the Customer;
  - c) other than by failing to make a payment due to MAC under this Contract (including without limitation by failing to complete any required pre-commencement works specified in the Quotation within 14 days of the Scheduled Installation Date, or denies MAC access to the Property in order to carry out the Works);
- MAC may issue a written notice to the Customer to remedy the breach within 10 Business Days of receipt of that notice. If the breach is not remedied within 10 Business Days of receipt of such notice, MAC may terminate this Contract by further written notice to the Customer. Termination of this Contract by MAC is without prejudice to any rights that MAC may have in respect of this Contract. MAC will refund all monies paid by the Customer to MAC under this Contract, less (unless prohibited by the New Energy Tech Consumer Code) any monies determined by MAC as being payment for the part of the Works that have been completed and/or for which the Customer has received a benefit.
25. **(Debt recovery costs)** The Customer shall be liable for any debt recovery costs (including legal fees on a full indemnity basis) incurred by MAC in collecting the Contract Price or any part of the Contract Price from the Customer.
26. **(Risk and title to the Works)** Risk in the Works passes to the Customer upon delivery to the Property. Ownership of the Works will remain with MAC until all amounts owing by the Customer to MAC on any account whatsoever have been paid. Until ownership has passed to the Customer, the Customer holds the goods as trustee and agent for MAC and if the Customer fails to comply with this Contract in relation to payment or otherwise then MAC may enter the Property and seize possession of the goods and retain, sell or otherwise dispose of such goods. The Customer consents to MAC effecting a registration on the PPSA register (in any manner MAC considers appropriate) and the Customer agrees to provide all assistance reasonably required by MAC. The Customer waives the right to receive notice of a verification statement in relation to any registration on the register. For the purposes of this clause, the following words have the meaning given to them in the PPSA: account, register, registration, security interest and verification statement.
27. **(MAC statutory warranties)** MAC warrants that:
- a) the Works will be done with due care and skill and in accordance with the plans and specifications set out in the Contract;
  - b) all materials supplied by MAC will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the Contract, those materials will be new;
  - c) the Works will be done in accordance with, and will comply with, Relevant Building Legislation and any other applicable Laws;
  - d) the Works will be done with due diligence and within the time stipulated in the Contract, or if no time is stipulated, within a reasonable time; and
  - e) the Works and any materials used in doing the Works will be reasonably fit for the specified purpose or result, if the Customer expressly makes known to MAC, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of MAC, the particular purpose for which the Works are required or the result that the Customer desires the Works to achieve, so as to show that the Customer relies on MAC's or the other person's skill and judgment.

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28. **(MAC Installation Warranty)** MAC warrants that the operation and performance of the system, our workmanship, and the workmanship of our sub-contractors, in undertaking the installation activity associated with the Works will be free from fault or defect for a period of 5 years commencing on the date the Works are installed (**MAC Warranty Period**), and MAC will rectify any such default or defect notified to MAC within the MAC Warranty Period, within a reasonable timeframe at no cost to the Customer. However, the MAC Installation Warranty will not apply (or its application will be qualified) where:
- the fault or defect is not notified to MAC within the MAC Warranty Period; or
  - the fault or defect is a result of:
    - something done by the Customer or someone else, and not MAC or MAC's sub-contractors; or
    - something beyond human control that occurred after installation, e.g., an extreme weather event;
    - the Works being misused, abused, neglected or damaged after installation;
    - the Works being repaired, modified, reinstalled or repositioned by anyone other than a service technician approved by MAC in writing
  - the warranted energy yield has been modified in accordance with variations determined in accordance with clause 13, 144 or 155;
  - matters referred to in clause 30.
29. **(Other Warranties)** The MAC Installation Warranty is additional to any other guarantees or warranties the Customer may receive directly from the manufacturers of the components of the Works. During the MAC Warranty Period, MAC will provide reasonable assistance to the Customer in making any guarantee or warranty claim to the manufacturer/s of any components of the Works, including liaising with the manufacturer. The Customer's rights under the MAC Installation Warranty is in addition to the Customer's rights under the consumer guarantees provided under the Australian Consumer Law and such consumer guarantees are not excluded by this Contract or any variations made to this Contract.
30. **(Performance of system)** Without limited clause 277, the Customer acknowledges and accepts that the performance of the system supplied by MAC will be affected by the solar and shading profile of the installation site and the agreed elevation and orientation of the solar panels. The Customer acknowledges and accepts that:
- shading on the solar panels, their elevation otherwise than at the optimum 30° pitch, and their orientation otherwise than facing due North will give rise to a reduced energy yield in comparison with the maximum yield that could otherwise be achieved by the system; and
  - the energy yield of the system as presented in the Quotation is an estimate, and that a range of additional factors outside of MAC's control including, without limitation, actual sunlight hours, panel soiling, additional shading (particularly by proximate multi-storey developments or vegetation) and the like may result in a lesser yield actually being achieved.
31. **(Customer warranty and indemnity)** The Customer represents and warrants that:
- all information provided by the Customer to MAC is correct, complete and not misleading; and
  - the Customer has provided all information of the Customer which is relevant to the completion of the Works.
- The Customer indemnifies, and will keep indemnified, MAC from and against all liability, loss, cost or expense (including any liability by MAC to a third party) which MAC pays, suffers, incurs or is liable to pay as a result of the warranty in this clause 31 being untrue, inaccurate or misleading.
32. **(Electricity tariffs)** The Customer acknowledges that the Network Utility may change the tariffs in regards to the contract entered into between the Network Utility and the Customer and the Customer further acknowledges that MAC has recommended the Customer contacts the Network Utility:
- before entering into this Contract to check what electricity tariff rates may be applied; and
  - after installation of the system to confirm the agreed tariff has been applied.
33. **(Damage to the Property)** MAC will take every reasonable precaution in conducting the Works at the Property. MAC will not be liable in respect of:
- the structural integrity of the Property;
  - the roof's ability to carry the weight of the Works;
  - any effect the Works have on any roof manufacturer's warranty;
  - any damage to the roof or Property which is not due to MAC's negligence or breach of this Contract; or
  - any pre-existing condition, fault or defect relating to the Property (including without limitation circumstances related to structural integrity, hidden defects, electrical wiring or cabling, gas or water pressure and the status or mounting of consumption meters).
- Due to the fragile nature of tiles, existing tiles on the Customer property may already be cracked or may incur damage on the day of installation. The customer is required to have sufficient spare tiles on hand during the installation. MAC will, on the day of the Works swap over any damaged tiles. In the event tiles are not available on the day it will be the responsibility of the Customer to replace any tiles or rectify any damage.
34. **(Exclusion of liability)** Other than as expressly provided for in clauses 27 and 29, MAC excludes all liability for any claims, expenses, losses, damages and costs (including in particular any incidental, special and /or consequential damages or loss of profits) made, suffered or incurred by the Customer resulting (either directly or indirectly) in connection with the Works, the system or its performance to the fullest extent permitted by law.
35. **(Notices)** Any notice under this Contract must be in writing and signed by the sender or by an authorised representative of the sender and sent to or left at the postal or email address of the addressee. If the delivery or receipt of a notice occurs on a day which is not a Business Day or at a time after 5.00pm in the place of receipt, it is regarded as having been received at 9.00am on the following Business Day.
36. **(Dispute Resolution)** If the Customer or MAC considers that a dispute has arisen in relation to any matter governed by this Contract, that party must give the other party written notice outlining the basis of the dispute. The parties must then meet in an effort to negotiate a resolution of the dispute on terms consistent with the provisions of this Contract. Notwithstanding the existence of a dispute, the Customer must still comply with its obligations to pay MAC in accordance with the terms of this Contract. MAC's Complaint Handling and Dispute Resolution Procedure is located at [https://wpstg-ap-southeast-2-media.s3.amazonaws.com/macradeservices/wp-content/uploads/media/2023/01/MAC-TS-Compliant-Handling-Dispute-Resolution-Procedure\\_v1.1.pdf](https://wpstg-ap-southeast-2-media.s3.amazonaws.com/macradeservices/wp-content/uploads/media/2023/01/MAC-TS-Compliant-Handling-Dispute-Resolution-Procedure_v1.1.pdf).
37. **(Severability)** If and to the extent any provision or part of a provision is illegal or enforceable, such provision or part of a provision will be severed from the Contract and will not affect the continued operation of the remaining provisions of this Contract.
38. **(Governing Law)** This Contract shall be governed by the Laws of the State or Territory in which the Works are undertaken and the parties irrevocably submit to the exclusive jurisdiction of the courts of that State or Territory.
39. **(Entire Contract)** The Contract sets out the entire agreement between the parties.
40. **(Variations)** Variations to any part of the Contract, including variations to any plans and specifications annexed to these terms and conditions, may only be made with the written agreement (which may be given by email) of MAC and the Customer.

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41. **(New Energy Tech Consumer Code)** MAC are bound by this code.
42. **(Privacy)** MAC will collect, hold, use and disclose personal information in accordance with its privacy policy which can be located at <https://mactradeservices.com.au/privacy-policy>.
43. **(Event of force majeure)** MAC will not be liable for any failure to perform or delay in performing its obligations under this Contract if that failure or delay is due to anything beyond MAC's reasonable control. If that failure or delay exceeds 20 Business Days, either party may terminate this Contract with immediate effect by giving notice to the other party.
44. **(OCPP Protocol and Third Party Network Management)** MAC do not warrant or support the use of embedded OCPP capability within any supplied electric vehicle charging stations for the purpose of communication with third party charge station network management and billing providers. If third party network management is to be utilised via the OCPP interface, the Customer is required to establish a separate contract with a compliant third party provider.

## Definitions

The terms set out below shall have the following meanings when used throughout the Contract:

**Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

**Balance** means the Contract Price less any Deposit received by MAC for the Works;

**Business Day** means any day except a Saturday or a Sunday or other public holiday in the state in which the Property is located;

**CEC Accredited Installer** means an installer of solar photovoltaic systems accredited in this capacity by the Clean Energy Council under the Clean Energy Council Accreditation Code of Conduct for Accredited Designers and Installers;

**Consumer Building Guide** means the document required to be provided by MAC to the Customer under the Relevant Building Legislation, which sets out the operation of the Relevant Building Legislation and the procedure for the resolution of disputes under the Contract and for the resolution of disputes relating to insurance.

**Contract** means these terms and conditions and the Quotation attached to these terms and conditions and includes any plans, specifications and other documents annexed to or accompanying these terms and conditions;

**Contract Price** means the amount specified as the total amount payable in the Quotation for the Works, subject to any adjustment of this amount in accordance with clauses 7, 130, 163, 14, 15 and 17;

**Customer** means the person named in the Quotation, and to whom the Quotation is addressed;

**Deposit** means the amount specified as such in the Quotation;

**MAC** means MAC Energy Efficiency Group Pty Ltd t/a MAC Trade Services, ABN 95 612 163 783, Unit 2, 134 Fullarton Road, Rose Park SA 5067;

**Network Utility** means the party (or parties) responsible for supplying and managing electricity infrastructure (including but not limited to the poles, wires, and electricity meter/s) to the Property;

**OCPP** means Open Charge Point Protocol in relation to electric vehicle charging appliances;

**Online System Monitoring** means an internet-based platform that allows for monitoring of the energy yield of the system and/or any technical issues associated with the system;

**PPSA** means the *Personal Property Securities Act 2009* (Cth) and any regulations made pursuant to it;

**Property** means the property located at the installation address specified in the Quotation;

**Quotation** means the quotation or such other form provided with these terms and conditions, outlining the goods being offered to the Customer by MAC, the estimated date for completion of the Works, and the proposed total price for those goods;

**Relevant State Building Legislation** means the *Home Building Act 1989* (NSW) and the *Home Building Regulation 2014* (NSW) as they may be amended.

**Scheduled Installation Date** means the installation date for the commencement of the Works as determined by MAC and confirmed to the Customer via phone call and email.

**Small-Scale Technology Certificates or STCs** means a small-scale technology certificate created under the *Renewable Energy (Electricity) Act 2000* (Cth), evidencing the amount of renewable electricity that may be produced or displaced by the system supplied and installed by MAC pursuant to the Contract, and which are eligible to be sold for a financial benefit;

**Unsolicited Sale** means a Contract that is a direct result of an "unsolicited consumer agreement" (as that term is defined in section 69 of the Australian Consumer Law);

**Works** means the supply of the system selected by the Customer and any associated components or parts as described in the Quotation, and the provision of the services necessary to install them.

# MAC Trade Services – Terms & Conditions of Contract (New South Wales)

**Note: the following terms and condition apply to contracts worth more than \$20,000 inclusive of GST.**

## 1. Cooling off period – Relevant Building Legislation

### **COOLING OFF PERIOD:**

1. Subject to clause 7 of the terms and conditions, if the Contract Price is \$20,000 or more inclusive of GST, the Customer may elect not to proceed with this Contract by giving notice to MAC (either in person, by leaving it at MAC's address as provided in the definition of MAC, or otherwise in accordance with the Contract):
  - (a) if the Customer has been given a signed copy of the Contract, within 5 Business Days of the Customer's receipt of that copy; or
  - (b) if the Customer has not been given a signed copy of the Contract, at any time before the expiration of 5 Business Days after the Customer becomes aware that they are entitled to be given a copy of the signed Contract.
2. If such notice is given to MAC by the Customer:
  - (a) MAC may retain out of any money paid to MAC by the Customer the amount of any reasonable out of pocket expenses incurred by MAC in respect of this Contract prior to receipt of the notice;
  - (b) the Customer will pay on demand by MAC such part of the Contract Price that relates to the Works completed by MAC prior to receipt of the notice and not previously paid for by the Customer; and
  - (c) MAC must reimburse to the Customer any money paid to MAC by the Customer. in excess of the amount retained under paragraph (a) above.
3. For the avoidance of doubt, the Customer has no right whatsoever to cool-off, terminate or choose to not proceed with this Contract under this clause if the Contract Price is less than \$20,000.

## 2. Checklist of required items and acknowledgements

This Checklist is relevant to contracts worth more than \$20,000.

- |    |  |                              |                             |
|----|--|------------------------------|-----------------------------|
| 1  | Have you checked that contractor holds a current contractor licence?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2  | Does the licence cover the type of work included in the contract?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3  | Is the name and number on the contractor's licence the same as on the contract?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4  | Is the work to be undertaken covered in the contract, drawings or specification?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5  | Does the contract clearly state a contract price or contain a warning that the contract price is not known?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6  | If the contract price may be varied, is there a warning and an explanation about how it may be varied?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 7  | Are you aware of the cooling-off provisions relating to the contract?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8  | Is the deposit within the legal limit of 10%?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 9  | Does the contract include details of the progress payments payable under the contract?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 10 | Do you understand the procedure to make a variation to the contract?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 11 | Are you aware of who is to obtain any council or other approval for the work?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 12 | Do you understand that you are not required to pay the contractor a deposit or any progress payments until the contractor has given you a certificate of insurance under | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

# MAC Trade Services – Terms & Conditions of Contract (New South Wales)

- Part 6 or Part 6B of the Home Building Act 1989 (except where the work is of a kind that does not require insurance)?
- 12A Does the contract include either of the following: Yes  No   
(a) the cost of the insurance under Part 6 of the Home Building Act 1989,  
  
(b) the cost of the alternative indemnity product under Part 6B of the Home Building Act 1989?
- 13 Has the contractor given you a copy of the Consumer Building Guide, which provides key information about your rights and responsibilities under NSW’s home building laws and where to get more information? Yes  No
- 14 Does the contract include a statement about the circumstances in which the contract may be terminated? Yes  No

## Signatures

Do not sign the contract unless you have read and understand the clauses as well as the notes and explanations contained in the contract and this document.

If you have answered “no” to any question in the checklist, you may not be ready to sign the contract. Both the contractor and the owner should retain an identical signed copy of the contract including the drawings, specifications and other attached documents. Make sure that you initial all attached documents and any amendments or deletions to the contract.

## Signed copy of contract

Under the Home Building Act 1989 a signed copy of the contract must be given to the owner within 5 working days after the contract is entered into.

## Insurance under Part 6 or Part 6B of the Home Building Act 1989

The contractor must provide you with a certificate of insurance under Part 6 or Part 6B of the Home Building Act 1989 before the contractor commences work and before the contractor can request or receive any payment.

## Acknowledgement of owners

I/We have been given a copy of the Consumer Building Guide and I/we have read and understand it.

I/We have completed the checklist and answered “Yes” to all items on it.

Note: Where the owner is a company or partnership or the contract is to be signed by an authorised agent of the owner, the capacity of the person signing the contract, eg director, must be inserted.

## Signature

Name *[print]*

Capacity *[print]*

## Signature

Name *[print]*

Capacity *[print]*