

Customer Terms and Conditions

Notes: The terms used in this document are defined in clauses 10 and 11 of this document. These Customer Terms and Conditions are those referred to in the Customer Declaration. Once a Customer completes and signs the Customer Declaration, these Customer Terms and Conditions and the Customer Declaration form a binding legal agreement between the Queensland Government and the Customer in relation to the Customer's participation in the Program.

1. Eligibility

- (a) You acknowledge that the Queensland Government will decide whether you are eligible for the Program, based in part on your self-assessment that you are eligible to receive the Federal Government Rebate of \$1,600.
- (b) You agree to provide the Queensland Government with reasonable information to establish your eligibility if requested by the Queensland Government.
- (c) You agree that the Queensland Government will not be responsible for any liability you might incur arising out of your self-assessment or any decision made by the Federal Government that you are not eligible for the Federal Government Rebate of \$1,600.
- (d) You agree that if you decide to participate in the Program and enter into a contract with a Contractor for the supply, delivery and installation of a hot water system, you will pay the Contractor the sum determined by the Queensland Government to be applicable to you under the Program and the Queensland Government will pay that Contractor the remaining amount due and owing under that contract (subject to clause 3(d)-(e)) on your behalf on the clear understanding that you will later pay the Queensland Government the sum of \$1,600.
- (e) You agree to pay the sum of \$1,600 to the Queensland Government in accordance with clause 5 in consideration of the Queensland Government making payment of the amount referred to in clause 1(d) to the Contractor on your behalf, regardless of whether your application for a Federal Government Rebate is successful or whether you even apply for the Federal Government Rebate.
- (f) You agree to sign a written authority authorizing the Federal Government to provide details of the status of your Federal Government rebate application, including payment details, to the Queensland Government upon request.
- (g) You agree that, if requested by the Queensland Government, you will provide your bank account details and/or credit card details to the Queensland Government.
- (h) You agree that if you default in paying the monies payable under clause 5(c), the Queensland Government may direct debit the amount then outstanding against your bank account and/or may charge the amount then outstanding against your credit card, provided that the amount debited and/or charged does not exceed the amount outstanding.
- (i) You acknowledge and agree that the Renewable Energy Certificates applicable to the hot water system installed in your Home hold value and will be taken into account by the Queensland Government and the Contractor in determining the total cost of the hot water system installed in your Home.
- (j) You agree to assign the Renewable Energy Certificates applicable to the hot water system installed in your Home to the Contractor and to complete all documentation necessary to effect that assignment.

2. Assessment

- (a) You agree to allow a Contractor access to the Home to perform a site inspection. If you are not the owner of the Home, you warrant that you have obtained the consent of the owner for the Contractor to access the Home to undertake the site inspection.
- (b) You agree to provide the Contractor with the information he or she requires to undertake the site inspection. You warrant that you have obtained the consent of the other people (if any) in your Household to provide information about them necessary for the purposes of the inspection to the Contractor and the Queensland Government.
- (c) You acknowledge that the Contractor cannot proceed if the required access, information and consents are not provided.
- (d) You agree to provide, and consent to organisations who supply your Household with water and energy providing, the Queensland Government with information about your Household's water and energy usage during the period from 12 months before your site inspection to 24 months after your site inspection. You warrant that you have obtained the consent of the other people (if any) in your Household to the provision of this information to the Queensland Government.

- (e) You consent to the Queensland Government using information provided by you, the Contractor or organisations who supply your Household with water and energy, for the purposes of the Program, including by allowing third parties to use the information for these purposes. You warrant that you have obtained the consent of the other people (if any) in your Household to this use of the information.
- (f) The Information Privacy Act 2009 applies to the collection and management of the personal information you provide to the Queensland Government in the application process and throughout your involvement with the Program. You consent to the Queensland Government and its authorised representatives collating the information on the Program application form in order to assess eligibility and entitlement to participate in the Program. You also consent to the Queensland Government disclosing information collected to other entities in the course of assessing applications and determining eligibility to verify the content of the application.
- (g) You consent to the Queensland Government disclosing information collected during the application process to various suppliers, installers and logistics service providers. You acknowledge that the Queensland Government will enter into contracts with those entities and impose obligations on them regarding the way they are able to use that information.
- (h) You acknowledge that all information collected during the application process and throughout your involvement in the Program is subject to the Right To Information Act 2009.

3. Post-Assessment

- (a) After your site inspection is completed, and you have been provided with a quote for the cost of supply, delivery and installation of a hot water system by the Contractor, you may then, at your sole discretion, agree to proceed to the next stage of the Program and enter into a contract with the Contractor to provide those services.
- (b) You agree that after you have signed the contract with the Contractor, you will pay the Contractor the sum determined by the Queensland Government to be applicable to you.
- (c) The remaining payment due and owing to the Contractor under your contract with that Contractor will be paid by the Queensland Government upon:
 - (i) your completion of the application referred to in clause 4(a); and
 - (ii) satisfactory completion of the Contractor's obligations under that contract.
- (d) You agree that the payment made by the Queensland Government under clause 3(c) applies to the remainder due and owing for the supply and delivery of a standard hot water system with a standard installation.
- (e) You agree that you will be responsible for the payment of any amounts that you have agreed to pay under your contract with the Contractor which do not come within the Program Guidelines as being included in the price of a standard hot water system installation (eg. local council inspection fees).
- (f) You agree that the amounts payable under clause 3(e) will be paid by you to the Contractor before the day of installation of the hot water system.
- (g) You agree that on the day of installation, you will complete all documentation necessary to assign the Renewable Energy Certificates applicable to the hot water system to the Contractor.

4. Federal Government Rebate

- (a) You agree that on the day of installation of the hot water system, you will complete an application for the Federal Government Rebate of \$1,600 (with the Contractor's assistance).
- (b) You agree that you will keep your application until you receive a purchase receipt from the Queensland Government which will represent proof of purchase and full payment for the hot water system.
- (c) You agree that, within 2 weeks of your receipt of the purchase receipt referred to in clause 4(b), you will submit your application and the purchase receipt to the Federal Government for processing of the rebate.
- (d) When the Federal Government has processed your application, and if it approves payment of the Federal Government Rebate to you, the Federal Government will pay you the sum of \$1,600.



5. Your debt to the Queensland Government

You agree that:

- (a) Within seven (7) days of you becoming aware the Federal Government Rebate of \$1,600 has been deposited into your account, you will pay the sum of \$1,600 to the Queensland Government by making payment to the Office of Clean Energy. If you do not do so, the amount outstanding will become a debt due and owing by you to the Queensland Government.
- (b) Within seven (7) days of you receiving notification from the Federal Government that it does not approve payment to you of the Federal Government Rebate of \$1,600, you will pay the sum of \$1,600 to the Queensland Government by making payment to the Office of Clean Energy. If you do not do so, the amount outstanding will become a debt due and owing by you to the Queensland Government.
- (c) If you fail to make full payment of the amount due and owing to the Queensland Government under clause 5(a) or 5(b) (whichever applies), or you fail to lodge an application with the Federal Government for a rebate, and the Queensland Government subsequently gives you a notice requiring you to pay the outstanding amount, you will pay the amount outstanding in full within seven (7) days of receipt of the notice in the ordinary course of the mail.
- (d) Enforcement action (which may include direct debiting your bank account and/or charging your credit card) may be taken to recover any amount still outstanding after the expiration of the date specified in any notice given under clause 5(c).
- (e) The Queensland Government may, without your further agreement, vary these Customer Terms and Conditions to allow for alternative methods of repayment or enforcement of any debt owed by you to the Queensland Government under clause 5. If this occurs, you will be notified of this by the Queensland Government.

6. Actions

You agree that:

- (a) if you are not the owner or the sole owner of the Home, you will obtain the consent of all the owners to any actions taken in respect of, or alterations made to, the Home arising from or in connection with your site inspection and participation in the Program;
- (b) if you are a tenant, you will comply with your tenancy agreement in relation to any actions taken in respect of, or alterations made to, the Home arising from or in connection with your site inspection and participation in the Program;
- (c) if you are a landlord, you will comply with your tenancy agreement in relation to any actions taken in respect of, or alterations made to, the Home arising from or in connection with your site inspection and participation in the Program; and
- (d) you will obtain all permits and approvals required by any Law or any regulatory authority in relation to any actions taken in respect of, or alterations made to, the Home arising from or in connection with your site inspection and participation in the Program.

7. Your responsibility

- (a) To the maximum extent permitted by Law, you release the Queensland Government from any Losses incurred by you directly or indirectly arising from or incurred in connection with any act or omission of a Contractor (whether or not in connection with the Program) or any aspect of the Program (including for personal injury or property damage incurred in connection with your site inspection or at the Home, any installation and any actions undertaken as a result of your site inspection), except to the extent that any negligent act or omission by the Queensland Government, its officers or employees contributed to the Losses.
- (b) You indemnify the Queensland Government against any Losses incurred by it arising from or in relation to your participation in the Program (including from or in relation to personal injury or property damage incurred by a third party in connection with your site inspection or at the Home), except to the extent that any negligent act or omission by the Queensland Government, its officers or employees contributed to the Losses.
- (c) You acknowledge that Contractors are not officers, employees, agents or partners of the Queensland Government.
- (d) You acknowledge that the Queensland Government is not responsible for any arrangement between owners, or between a tenant and a landlord, with regard to the site inspection or any actions taken in respect of, or alterations made to, the Home arising from or in connection with the installation or your participation in the Program.

8. Audit

- (a) If requested, you agree to provide the Queensland Government with reasonable information in relation to your participation in the Program.

9. Breach of Customer Terms and Conditions

- (a) Subject to clause 5 and without limiting any other right or remedy available to the Queensland Government, if you fail to comply with these Customer Terms and Conditions, you agree that the Queensland Government will be entitled to recover from you the amount of any monies paid by the Queensland Government to a Contractor in respect of your contract with that Contractor.

10. Miscellaneous

- (a) **GST**
If a payment under clause 3(e) is consideration for a taxable supply, you agree that you will also pay an amount equal to the GST payable.
- (b) **Variation**
Subject to clause 5(e), these Customer Terms and Conditions may only be varied by agreement in writing.
- (c) **Severability**
A term or part of a term or condition of these Customer Terms and Conditions that is unenforceable may be severed from them and the remaining terms and conditions or parts of the terms and conditions will continue in force.
- (d) **Waiver**
A waiver of any term or condition of, or any right under, these Customer Terms and Conditions by the Queensland Government will only be effective if it is in writing.
- (e) **Governing law and jurisdiction**
These Customer Terms and Conditions are governed by the laws of Queensland and each party submits to the exclusive jurisdiction of the courts of Queensland.
- (f) **Rules for interpreting these Customer Terms and Conditions**
Except where the contrary intention is expressed:
 - (i) the singular includes the plural and vice versa, and a gender includes other genders; and
 - (ii) another grammatical form of a defined word or expression has a corresponding meaning.

11. Definitions

- (a) **Federal Government Rebate** means the \$1,600 Solar Hot Water Rebate offered by the Federal Government under its Energy Efficient Homes Package which came into effect on 3 February 2009 to help eligible home-owners, landlords or tenants replace their electric storage hot water systems with solar or heat pump hot water systems.
- (b) **Contractor** means the service provider appointed by the Queensland Government to perform the goods and services associated with the supply, delivery and installation of a System at your Home.
- (c) **Customer** means a person participating in the Program who requests a site inspection in respect of a Home and is the party entering into these Customer Terms and Conditions.
- (d) **Customer Declaration** means the declaration completed by the Customer prior to having a site inspection conducted under the Program.
- (e) **GST Law** has the meaning given to it by section 195-1 of A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (f) **Home** means a residential dwelling that is a principal place of residence.
- (g) **Household** means an individual, or a collection of individuals, living in a Home.
- (h) **Law** means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, a Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.
- (i) **Losses** means claims, liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis, whether incurred by or awarded against a party).
- (j) **Program** means the Queensland Government Solar Hot Water Program
- (k) **Program Guidelines** means the document that sets out the guidelines, eligibility criteria, conditions for participation and general information about the Program developed by the Queensland Government and available from the Office of Clean Energy, as varied by the Queensland Government from time to time.
- (l) **Queensland Government** means the State of Queensland, acting through the Office of Clean Energy.