

ATTACHMENT 3: Solar Savers Household Agreement

Summary

This is a summary of the agreement between You (the householder) and the Council for the purchase and installation of a solar system through Solar Savers. This summary does not replace or form part of the Solar Savers Householder Agreement and is provided for explanatory purposes only.

Main agreement

The Council will:

- Provide a preselected electrician to install your solar system for you; and
- Pay for the agreed up-front cost of the solar system and the installation.

You will:

- pay back the Council in equal payments through rates payments over eight (8) years
- pay for the cost of connecting your solar system to your energy retailer.

We have estimated that your new solar system will provide you with electricity bill savings that outweigh the cost of the system, leaving you financially better off at the end of each year. However, as each household's circumstances are different, we are unable to guarantee that your savings will exceed the cost of installing a solar system.

Payments

- The Council will let you know the total cost of the solar system and your payment plan before the solar system is installed. The payment plan will show the amount of each payment to make.
- You agree to ensure that all payments to the Council are made on time, as interest may apply to any late payments.

Note: If you encounter a problem or significant delay in the delivery or installation of the solar system, please contact the Council so we can arrange a new payment schedule, if appropriate.

Electrician

- The Council will contract a preselected electrician to install the solar system. Before installation, the Council will give you the details of the electrician.
- You must give the electrician access to your home for quotations and to install or repair the solar system. You must ensure that the electrician can access, and work in, your home safely.

- To ensure that your solar system is operational as soon as possible after installation, you must promptly sign and deliver all the permissions and documents the electrician needs to connect your solar system to the grid.

Use, Service and Warranties

- You agree not to damage the solar system, and use it according to the manual.
- You agree not to sell or trade the solar system in any way until you pay for it in full.
- All the warranties of the solar system belong to your home.
- The manufacturer is responsible for the solar system. The electrician is responsible for the installation and the service of the solar system. The Council is not responsible for the solar system, or its installation and maintenance.
- In case of a fault with the solar system, please contact the manufacturer or the electrician and use the warranties.

Responsibility

You agree that you will not seek to make a claim to, or against, Council for any damage, loss, death or injury caused by the installation or operation of the solar system.

When the agreement ends

- The Council may end the agreement if you stop making payments or if you do not do all the things reasonably required to affect the installation of the solar system.
- If Council intends to terminate the Agreement, Council will advise you in writing of the reasons and you will then have 60 days to solve the problem before the agreement ends.
- The agreement may end if the Council discontinues the solar savers program or if the Council cannot find a solar system and electrician for you.

Changes during the agreement

Increase in costs

The total cost of the solar system may rise for reasons outside of the Council's control. This could be because of changes in the law, or different building works at your home. If the total cost of the solar system increases by 10% or more, you may withdraw from the scheme and the agreement will end.

Solar Savers Householder Agreement (COUNCIL SPECIAL CHARGE)

COUNCIL

and

THE HOUSEHOLDER NAMED IN THE AGREEMENT

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Householder Agreement

<Date>

BETWEEN

Monash City Council ABN 23 118 071 457

Of 293 Springvale Rd, Glen Waverley

(Council)

and

«Rateable_Mailing_Address»

of «Rates_Property_Address»

(Householder)

BACKGROUND

- A. Council is participating in the Solar Savers program (**Program**), whereby certain residents of the Monash City Council may elect to have a solar energy system installed at their residential property by a contractor engaged by Council.
- B. Under the Program, Council will pay the up-front costs for the purchase and installation of a solar energy system at a property and then recover this cost by levying a special charge on the owner of the property. The special charge scheme is yet to be declared by Council. The delivery of the Program is conditional upon the successful declaration of the special charge scheme and will not proceed if the special charge scheme is not declared or is found to be invalid by a court or tribunal.
- C. A separate agreement will be entered into between Council and the contractor engaged to supply and install the solar energy systems under the Program.
- D. This agreement records the agreed terms between Council and the Householder regarding the supply and installation of a solar energy system under the Program.

IT IS AGREED AS FOLLOWS

1. Term of Agreement

This Agreement shall commence on the Commencement Date and, unless terminated sooner in accordance with this Agreement, shall continue until the Expiry Date.

2. Pre-Conditions

- 2.1 The provision of a Solar Energy System to the Householder under this Agreement is conditional upon and subject to:
- 2.1.1 Council engaging the Contractor to supply and install the Solar Energy System at the Householder's property as part of the Program; and
 - 2.1.2 Council declaring the Scheme to recover the costs of the Program.
- 2.2 No Solar Energy System will be provided under this Agreement until the pre-conditions in clause 2.1 have been satisfied.
- 2.3 If the pre-conditions in clause 2.1 have not been satisfied within 90 days of Council declaring the Scheme, in the absence of agreement to the contrary between the Parties, this Agreement immediately ends and each Party is released from its obligations under this Agreement and no Party will have any further liability, responsibility or obligation to the other.

3. Discontinuance or Declaration of Invalidity of Scheme

In the event that, during the Term, a court or tribunal of Victoria declares the Scheme to be invalid, or determines that the Householder is not bound by the Scheme, or if Council decides to discontinue the Scheme, the following will apply:

- 3.1 if the Solar Energy System has not yet been supplied and installed at the Property, this Agreement will terminate immediately, each Party is released from its obligations under this Agreement and no Party will have any further liability, responsibility or obligation to the other; or
- 3.2 if the Solar Energy System has already been supplied and installed Property, the Householder may elect to:
- 3.2.1 allow the Solar Energy System to be removed from the Property and returned to Council if requested; or
 - 3.2.2 keep the Solar Energy System provided and pay to Council, in a lump sum or otherwise as agreed between the Parties, the outstanding amount for the cost of the Solar Energy System, within 60 days of receiving written notice from Council that the Scheme will no longer apply to the Householder.

4. Payment for Solar Energy System

- 4.1 The estimated cost of the Solar Energy System is the amount set out in Item 3 of Schedule 1 and itemised in Schedule 2. This amount:

- 4.1.1 includes:
- (a) the supply and installation of the Solar Energy System; and
 - (b) any required repair or replacement covered by the warranty during the warranty period, as set out in Schedule 3; but
- 4.1.2 does not cover general maintenance, service calls or repair or replacement outside the warranty.
- 4.2 The cost of the Solar Energy System may be adjusted by Council at any time before installation occurs if, for a reason beyond the control of Council or the Contractor, further costs are required to be incurred in supplying or installing the Solar Energy System.
- 4.3 Without limiting clause 4.2, the cost of the Solar Energy System may be adjusted under clause 4.2 if:
- 4.3.1 there is a change to legislation applicable to, or regulation of, the installation of the Solar Energy System (e.g. changes to Small-scale Technology Certificates); or
 - 4.3.2 after the Householder has obtained a quotation for the installation of the Solar Energy System, an act or omission of the Householder materially changes the circumstances of the installation such that a subsequent quotation is necessary (e.g. building works undertaken at the Property or a request to change the location of the Solar Energy System).
- 4.4 Any adjustment under clause 4.2 will, if required, be made by way of a variation to the Scheme in accordance with the Local Government Act 1989. Where a variation would result in a change to the Householder's liability under the Scheme of 10% or more, the Householder will have an opportunity to:
- 4.4.1 make submissions to Council in respect of the proposed variation; and
 - 4.4.2 if the Householder wishes to do so, withdraw from the Scheme.
- 4.5 Payment for the cost of the Solar Energy System is to be by:
- 4.5.1 lump sum, in accordance with Item 3 of Schedule 1; or
 - 4.5.2 equal instalments apportioned over the Term, in accordance with Item **Error! Reference source not found.** of Schedule 1.
- 4.6 If the Householder elects to pay by instalments under clause 4.5.2, from the Commencement Date, the Householder will receive a rates notice each quarter setting out its liability under the Scheme and the due date for payment, until its liability under the Scheme is discharged in full.
- 4.7 Unless Council, exercising its statutory discretion, permits otherwise, all payments are due and must be paid by the date set out in each rates notice. In the event that payment has not been made by the due date, Penalty Interest is payable upon any outstanding amounts, in accordance with the *Local Government Act 1989*.
- 4.8 Any delay or adjustment to the delivery date for the Solar Energy System or adjustment to the cost of the Solar Energy System under clause 4.2 does not entitle the Householder to delay or withhold payment under this Agreement without Council's prior written consent.
- 4.9 NOT USED
- 4.10 If the Householder gives Council its written consent to do so, Council will:

- 4.10.1 provide to Solar Victoria a copy of the rates notice levying payment under the Scheme as evidence required to claim the Victorian Government Solar Homes Rebate on behalf of the Householder; and
- 4.10.2 if the Householder is eligible, apply the rebate to reduce the amount of the Householder's liability under the Scheme.

5. Council's Obligations

Council must use all reasonable efforts to:

- 5.1 engage an appropriately qualified, licensed and experienced Contractor to supply and install the Solar Energy System at the Property;
- 5.2 declare the Scheme and collect payments from the Householder in accordance with the relevant declaration and clause 4;
- 5.3 ensure that the Contractor installs a Solar Energy System at the Property within a reasonable time of this Agreement being entered into.

6. The Householder's Obligations

- 6.1 The Householder must pay to Council the cost of the Solar Energy System in accordance with clause 4.
- 6.2 The Householder must allow the Contractor and its agent's access to the Property for the purposes of this Agreement, including conducting site inspections, installing the Solar Energy System and to carry out any required repairs or replacements.
- 6.3 The Householder must ensure that those parts of the Property accessed by the Contractor are safe and reasonably free of hazards or other obstructions.
- 6.4 The Householder must:
 - 6.4.1 authorise the Contractor to submit an application to the Householder's electricity provider to connect a renewable energy system to the electricity provider's electrical distribution network; and
 - 6.4.2 promptly take all action reasonably required by the Contractor, including signing and delivering any relevant documents, to effect the connection.
- 6.5 Unless specified otherwise in this Agreement, the Householder must pay all fees and charges associated with the supply and installation of the Solar Energy System, including any metering or other fees charged by the Householder's electricity provider.
- 6.6 The Householder must not intentionally damage, sell, trade or otherwise dispose of any part of the Solar Energy System.
- 6.7 The Householder must comply with any warranties, manufacturer's instructions and user manuals relating to the Solar Energy System and acknowledges that any failure to do so may void those warranties.
- 6.8 The Householder has entitlement needs to assign any Small-scale Technology Certificates in relation to the Solar Energy System provided under this Agreement to the contractor in order to be applied to the cost of the PV system.

7. Assignment of Warranties

7.1 All warranties relevant to the Solar Energy Systems will be issued by the Contractor to the Householder, and remain with the Property.

7.2 If the Householder has any concerns, queries or requests for a service call, repair or replacement of the Solar Energy System, the Householder must contact the Contractor who supplied and installed the Solar Energy System. Contact details for the Contractor will be supplied to the Householder prior to the installation of the Solar Energy System.

8. No Guarantee of Savings

8.1 While it is reasonably expected that the operation of the Solar Energy System will result in reduced electricity costs for the Householder, Council does not make any representations or provide any guarantees as to whether, or the extent to which, the Householder will save money on their electricity bills as a result of the installation of the Solar Energy System under this Agreement.

8.2 Neither Council, nor the Contractor, is responsible for any losses incurred, or increased costs payable, by the Householder as a result of any changes to feed in tariffs, electricity prices or government schemes.

9. No Liability

9.1 To the fullest extent permitted by law, Council shall not be liable in respect of any loss or damage (including consequential loss or damage), however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the installation or operation of the Solar Energy System or otherwise under this Agreement.

9.2 To the fullest extent permitted by law, Council is not liable for the ongoing maintenance, repair or replacement of the Solar Energy System, including but not limited to:

9.2.1 the replacement of the Solar Energy System or the supply of an equivalent Solar Energy System;

9.2.2 the repair of the Solar Energy System;

9.2.3 the payment of the cost of replacing the Solar Energy System or of acquiring an equivalent Solar Energy System; or

9.2.4 the payment of the cost of having the Solar Energy System repaired.

10. Ownership of Solar Energy System

10.1 Ownership of the Solar Energy System vests in the Householder from the Installation Date.

11. Release and Indemnity

11.1 The Householder agrees to the installation and use of the Solar Energy System under this Agreement at their own risk and releases Council from all liability and claims resulting from any damage, loss, death or injury consequent upon, occasioned by, arising from or connected with the installation and use of the Solar Energy System or this Agreement, except to the extent that the liability, claim, damage, loss, death or injury is directly caused by any negligence or act of default of Council.

11.2 The Householder must indemnify and hold harmless Council against all liability and claims resulting from any damage, loss, death or injury consequent upon, occasioned by, arising from or connected with the installation and use of the Solar Energy System or this Agreement, except to the extent that the liability, claim, damage, loss, death or injury is directly caused by any negligence or act of default of Council.

12. Termination

- 12.1 Without limiting the generality of any other clause, Council may terminate this Agreement by notice in writing if the Householder breaches any essential terms of this Agreement and such breach is not remedied within 60 days of receiving written notice by Council identifying the breach.
- 12.2 If notice of termination is given to the Householder pursuant to clause 12.1, Council may, subject to the *Local Government Act 1989*:
- 12.2.1 retain any moneys already paid;
 - 12.2.2 charge a reasonable sum for any work performed in disconnecting and removing the Solar Energy System;
 - 12.2.3 be regarded as discharged from any further obligations under this Agreement; and
 - 12.2.4 pursue any additional or alternative remedies provided by law.

13. No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict Council's powers or discretions in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Scheme or any other aspect of this Agreement.

14. Entire Agreement

Except to the extent provided in the *Local Government Act 1989*, this Agreement constitutes the entire agreement between the Parties. Any prior arrangements, agreements, representations or undertakings are superseded.

15. Joint and Several Liability

If the Householder consists of more than one person, this Agreement binds them jointly and each of them severally.

16. Survival of Indemnities

Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination or expiry of this Agreement.

17. Severability

If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

18. Governing Law

This Agreement will be governed by and construed according to the law of Victoria.

19. Disputes

19.1 Householder to contact Contractor regarding Solar Energy System

Any grievances or concerns relating to the Solar Energy System must be conveyed to the Contractor, in accordance with clause 7.2.

19.2 **Other disputes arising under this Agreement**

If any dispute arises between the Householder and Council regarding this Agreement, the dispute will be resolved:

- 19.2.1 in accordance with the mechanisms in the *Local Government Act 1989*;
- 19.2.2 if there is no provision in the *Local Government Act 1989* capable of determining the dispute, a representative of each Party must use reasonable endeavours to resolve the dispute.

20. Successors in title

- 20.1 The Householder must use reasonable endeavours to:
 - 20.1.1 make any successors in title to the Property aware of this Agreement; and
 - 20.1.2 arrange for the successors in title to enter into a deed agreeing to be bound by the terms of this Agreement.

1. Definitions

In this Agreement, unless the contrary intention appears:

Agreement means this agreement and includes the Schedules and any Annexures.

Commencement Date means the date on which this Agreement commences as specified in Schedule 1.

Contractor means the licensed electrical contractor, whether being a person or entity, engaged by Council to supply and install Solar Energy Systems under the Program.

Council means the Monash City Council.

Expiry Date means the date on which this Agreement ends as specified in Schedule 1.

Householder means the person or persons named in the Agreement as being the:

- (a) owner of the Property at which a Solar Energy System will be installed; or
- (b) occupier of the Property at which a Solar Energy System will be installed, provided that the consent of the owner has been obtained and communicated to Council.

Installation Date means the date on which the Solar Energy System is installed at the Property.

Party means either Council or the Householder as the context dictates.

Penalty Interest means interest at the rate of 10 per cent per annum, or such other rate as may be fixed by section 2 of the *Penalty Interest Rates Act 1983* from time to time.

Program means the "Solar Savers Program" of Council.

Property means the property owned by the Householder at which the Solar Energy System is to be installed under this Agreement, as specified in Item 5 of Schedule 1.

Scheme means the Special Charge Scheme to be declared by Council, under the *Local Government Act 1989*, to recoup the costs of the Solar Energy Systems provided as part of the Program.

Small-scale Technology Certificate, has the same meaning as in the *Renewable Energy (Electricity) Act 2000* (Cth) and includes any other certificate, right or entitlement of a similar nature which arises under Victorian or Commonwealth legislation.

Solar Energy System means the system described at Schedule 2 and includes the solar panels and any associated infrastructure and materials provided by the Contractor for the proper functioning of the solar panels to produce electricity from solar power, but does not include any infrastructure or services provided by third parties (such as electricity distributors or electricity retailers).

Term means the term of this Agreement as set out in clause 1.

Victorian Government Solar Homes Rebate means a rebate applied on the cost of the Solar Energy System, as part of the Solar Homes package. Householders may receive the rebate if they meet the Solar Homes eligibility criteria, as described in Item 4 of Schedule 1.

SIGNED as an agreement

SIGNED for and on behalf of Monash City Council)

ABN 23 118 071 457 in the presence of:)

)

Signature

Witness name

Full name

Witness signature

Officer title

SIGNED by the Householder/s named in this agreement in the presence of:

Signature

Witness name

Full name

Witness signature

Signature

Full name

Schedule 1- Summary Schedule

1. **Commencement Date** <insert date of first instalment>
2. **Expiry date** <date of last instalment>
3. **Cost of the Solar Energy System (inclusive of Solar Homes Rebate and STCs)** <Quote Amount>
See breakdown provided at Schedule 2
4. **Solar Homes Rebate** \$1,400 (no GST applied)
5. **Property** [##Insert address of the property at which the Solar Energy System is to be installed]

Schedule 2 - Solar Energy System Details and Cost

See Attached Quotation for system details and cost.

Reference	«Referral_Number»
Name	Install_Name»
Phone	«Contact_Name.Phone» / «Mobile»
Email	«Contact_Name.Email»

Item Specification	
System Size	«System_Size_Agreement»
Panels	Risen RSM72-6- 330Wp
Inverter	SOLIS/ Fronius
Small scale technology certificates (STC) estimate	«Number_of_STCs» certificates - this discount has been incorporated into the pricing as specified in quotation.

The Household is provided a 10-day cooling off period from signing the agreement.

The Contractor reserves the right to contact the Householder to re-issue this Schedule, within 7 business days of receipt of your signed Household Agreement to adjust pricing or details where quality assurance matters have been identified.

Schedule 3 - Warranty and Supplier Terms and Conditions

See attached

Terms and Conditions

System Component Warranties