



## RAA EV Home Charger Terms & Conditions

These terms and conditions together with Your Quote form a legal agreement between You and RAA (**Agreement**) and come into effect upon Your acceptance of the Quote in accordance with its terms.

### 1 Quote & Inspection

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- (a) Following the provision by You of photographs requested by RAA (**Photographs**), RAA will provide you with a Quote within 2 Business Days where it is deemed by RAA that a Pre-Installation Inspection is not required in accordance with clause 1(b).
- (b) If we are unable to provide a Quote based on the Photographs provided by You, we will arrange a pre-installation inspection at Your Premises to confirm:
  - (i) the suitability of the Equipment for Your Premises;
  - (ii) the validity of the information provided by You; and
  - (iii) the existing electrical wiring and/or switchboard at the Premises are of a quality or standard that is compliant with relevant Australian electrical standards; and any specific installation requirements.

**(Pre-Installation Inspection).**
- (c) If clause 1(b) applies, a Quote will be provided to you within 2 Business Days.
- (d) If the Quote is not accepted by You in writing within 10 Business Days:
  - (i) it is deemed to be withdrawn by RAA; and
  - (ii) RAA will bear the fees associated with any Pre-Installation Inspection that has occurred in accordance with clause 1(b).

### 2 Supply, delivery and installation of Equipment

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#### 2.1 Purchase Price

RAA agrees to:

- (a) supply You the Equipment; and
- (b) provide the Installation Services,

in consideration for You paying the price set out in the Quote (**Purchase Price**).

#### 2.2 Supply delivery and installation

- (a) RAA will use its reasonable endeavours to supply the Equipment and the Installation Services at the Premises in accordance with the timeframes specified in the Quote or otherwise advised after the Pre-Installation Inspection (**Scheduled Installation Date**).
- (b) Notwithstanding clause 2.2(a), You acknowledge RAA may need to change the Scheduled Installation Date as a result of:
  - (i) the Equipment being unavailable from relevant manufacturers and suppliers; or



- (ii) the Installation Services being unable to be performed due to:
  - (A) weather conditions;
  - (B) access to the Premises being unavailable;
  - (C) unavailability of RAA Personnel;
  - (D) unanticipated issues arising in relation to the Premises; or
  - (E) other circumstances beyond the reasonable control of RAA,

and RAA will use its best endeavours to give You as much notice as reasonably possible of a need to change Your Scheduled Installation Date in such circumstances.

- (c) RAA reserves the right, with Your approval, to substitute comparable components that comprise the Equipment and if such substitute is not accepted by You, You may, prior to the Scheduled Installation Date, terminate this Agreement.
- (d) Where RAA becomes aware of any significant delay in meeting the Scheduled Installation Date, we will notify You to discuss options in relation to the delay.

### 2.3 Access

You must provide:

- (a) clear and sufficient access to the Premises at and throughout the Pre-Installation Inspection, the Scheduled Installation Date and any Equipment Audit to enable the RAA Personnel to perform the Installation Services in the areas designated in the Quote. For the purposes of this clause, clear and sufficient access includes ensuring that any large objects or obstructions are removed, any domestic pets, animals or wildlife are restrained or removed, the Premises are in a reasonably safe condition and access to electricity supply is available.
- (b) If the RAA Personnel encounter difficulty in gaining safe access to the Premises to perform the Installation Services or the presence of hazardous materials including but not limited to asbestos, and You did not notify RAA of the circumstances before You accepted the Quote, then:
  - (i) any additional costs incurred in ensuring the safety of RAA Personnel may be charged to You;
  - (ii) You may agree with RAA to re-book the Installation Services on a date after the relevant circumstances have been rectified at Your own cost; or
  - (iii) RAA may terminate this Agreement in accordance with clause 4.1.

### 2.4 Risk and title to the Equipment

- (c) Risk of loss or damage to the Equipment passes to You once it has been installed at the Premises.
- (d) Title in the Equipment passes to You on receipt of payment in full by RAA of the Purchase Price.

### 2.5 Operational Manual

RAA will provide You with a manual (**Operational Manual**) upon completion of the Installation which will include:

- (e) terms and conditions and warranty information applicable to each piece of Equipment; and



- (f) how and when to maintain the Equipment, including the provision of relevant maintenance documentation.

## **2.6 Equipment audit**

- (a) RAA may by reasonable notice to You request that the Equipment be audited by an independent electrical engineer/inspector appointed by RAA at any time after installation (including before it is used) to ensure compliance and quality control of the Equipment and Installation Services (**Equipment Audit**).
- (b) You agree to provide clear access for any such Equipment Audit in accordance with this clause 2.6.

## **3 Price and payment terms**

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### **3.1 Purchase Price**

- (a) The Purchase Price is set out in the Quote.
- (b) The Purchase Price is inclusive of GST and all government taxes, charges and Rebates and Credits, less any RAA Member discount (if applicable).

### **3.2 Payment**

- (a) You agree to pay the Purchase Price as follows:
  - (i) in accordance with the methods specified in the Installation Invoice; and
  - (ii) within 7 days of the date of the Installation Invoice, including any other fees and charges payable by You (if any) under this Agreement.
- (b) If You do not pay the Purchase Price and any other fees and charges payable under this Agreement by the due date specified on the Installation Invoice, RAA reserves the right after issuing a late payment reminder to charge interest on the overdue payment at the rate of 2% above the rate of interest charged by RAA's banking institution on overdrafts of that amount, calculated on a daily basis or otherwise recover from You any reasonable costs incurred by RAA in recovering the unpaid Purchase Price.

### **3.3 GST**

Unless otherwise expressly indicated, all prices, or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.

## **4 Termination**

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### **4.1 Termination by RAA**

RAA may terminate this Agreement immediately on giving You written notice if:

- (a) You fail to pay by the due date the Purchase Price or any other fees and charges authorised by You under this Agreement as set out in the Installation Invoice;
- (b) You cease to own the Premises before the installation of the Equipment has been completed;
- (c) You breach a term of this Agreement that in RAA's reasonable opinion is not capable of remedy or that is capable of remedy but You have failed to remedy that breach within 7 days of RAA giving You notice of such breach; or
- (d) You are the subject of any bankruptcy proceedings, are declared bankrupt or



otherwise become unable to pay Your debts as and when they become due.

#### 4.2 Termination by You

You may terminate this Agreement on giving RAA written notice if:

- (a) the Installation Services are not delivered on or before the Scheduled Installation Date due to reasons within the control of RAA or as otherwise agreed in writing by You and RAA and such delay was within the reasonable control of RAA;
- (b) RAA breach a term of this Agreement that in Your reasonable opinion is not capable of remedy or that is capable of remedy but RAA has failed to remedy that breach within 7 days of You giving RAA notice of such breach;
- (c) the circumstance in clause 2.2(c) of this Agreement applies; or
- (d) if RAA amends this Agreement pursuant to clause 9(d), and that amendment has a materially detrimental impact on You.

#### 4.3 Consequences of termination

- (a) If this Agreement is terminated:
  - (i) in accordance with clause 4.1, then:
    - (A) RAA (in addition to other remedies at law) may immediately take back possession of the Equipment (unless title to the Equipment has passed to You);
    - (B) You will bear any reasonable costs incurred by RAA as a consequence of taking back possession of the Equipment; and
    - (C) RAA may retain any part of the Purchase Price paid by You as at the date of termination to cover the reasonable costs incurred by RAA until termination (and refund any part of the Purchase Price paid by You not required to cover the reasonable costs incurred by RAA until termination);
- (b) On termination this Agreement will cease to have any force or effect except for the provisions of this clause 4 and any other rights and obligations under this Agreement which are intended to continue after the termination of this Agreement.
- (c) Termination of this Agreement will be without prejudice to the rights of any party against the other in respect of anything done or omitted under this Agreement before termination or regarding any sums or other claims outstanding at the time of termination.

## 5 Privacy Laws

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- (a) RAA Personnel may collect and handle Your personal information (as defined in the *Privacy Act 1988* (Cth)) including information in relation to Your home, energy consumption and data generated or content available through Your use of the Equipment in accordance with the *Privacy Act 1988* (Cth) and will deal with such information in accordance with the RAA Privacy Policy for the purpose of:
  - (i) issuing the Quote; and
  - (ii) supply of the Equipment and the Installation Services.
- (b) RAA may disclose personal information to RAA Personnel and other parties who



provide services to RAA including those who assist in the provision of the Quote, supply the Equipment and the Installation Services.

- (c) If You do not provide the information requested, RAA or its third party service providers may not be able to provide the Quote, supply the Equipment and the Installation Services or provide the Monitoring Notifications.
- (d) You warrant that You are authorised by any co-owner of the Premises to provide their personal information in relation to the purchase of the Equipment and the Installation Services.
- (e) The RAA Privacy Policy contains information about how You may seek access to or correct personal information that RAA holds about You. You may request access to the information collected by RAA by contacting RAA on (08) 8202 4988.

## 6 Warranties

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### 6.1 System Warranty

Notwithstanding any warranty for the Equipment provided by the manufacturer or under any Law, subject to this clause 6, RAA warrants that the Equipment will be:

- (i) suitable for installation and/or use;
- (ii) of good merchantable quality and fit for purpose for which it is supplied;
- (iii) free from Defects and omissions in material, design or workmanship, allowing for reasonable performance degradation in line with the manufacturer specifications

for a period of 3 years on and from the Installation Date (**System Warranty**). This System Warranty entitles you to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### 6.2 Installation Services

Subject to this clause 6, RAA warrants that the Installation Services will be of a reasonable standard and consistent with industry practice and all relevant Australian Standards including but not limited to AS/NZS 3000:2018, and for a period of 3 years after completion of the Installation Services by RAA Personnel (**Installation Warranty**).

### 6.3 No liability

- (a) RAA will have no liability under the System Warranty or Installation Warranty to the extent the matters giving rise to any claim were caused by:
  - (i) the modification or alteration of any of the Equipment or Installation Services carried out by anyone other than RAA;
  - (ii) any failure by You to keep the Equipment or Premises in a state of reasonable repair;
  - (iii) reasonable performance degradation in line with manufacturers specifications; or
  - (iv) any other circumstance beyond the reasonable control of RAA.

### 6.4 Claim

- (a) If You consider that the Equipment does not comply with the System Warranty or the Installation Warranty You must contact RAA with details of Your claim as soon as



possible after You identify such non-compliance and no later than 3 Years after the Installation Date.

- (b) Upon receipt of any warranty claim RAA will:
  - (i) take all reasonable steps to enforce such claim under the Manufacturer's Warranties on Your behalf; or
  - (ii) investigate the claim, and subject to other remedies available to You at law, either:
    - (A) correct the defective workmanship and repair or replace parts of the Equipment or Your Premises damaged as a result of the breach of Installation Warranty; or
    - (B) pay the cost for the matters detailed in clause 6.4(b)(ii)(A) to be done.
- (c) You agree to permit RAA Personnel to access the Premises as reasonably required and on reasonable notice to permit the assessment of any claim under this clause 6 and, if necessary, repair or replace any defective Equipment or correct any defective workmanship.

## **7 Liability and indemnity**

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### **7.1 RAA's liability**

- (a) To the maximum extent permitted by law RAA:
  - (i) disclaims any warranty in relation to the Equipment or Installation Services (whether express or implied) and any other goods or services provided to You under this Agreement, other than those warranties set out in clause 6.
  - (ii) will not be liable for any loss of time, loss of anticipated savings, loss of opportunity or inconvenience however caused, or any indirect, consequential loss or damage incurred or suffered by You or a third party in respect of the Equipment or Installation Services and any other goods or services provided to You under this Agreement.
- (b) Nothing in this Agreement restricts or modifies any right or remedy available to You under the Australian Consumer Law. To the maximum extent permitted by law, RAA's liability under this Agreement is limited to (at RAA's election):
  - (i) in the case of the Equipment:
    - (A) the replacement of the Equipment or the supply of equivalent Equipment;
    - (B) the repair of the Equipment; or
    - (C) the payment of the cost of replacing the Equipment or acquiring equivalent Equipment; and
  - (ii) in the case of the Installation Services:
    - (A) the supply of the Installation Services again; or
    - (B) the payment of the cost of having the Installation Services supplied again.
- (c) To the maximum extent permitted by law, RAA will not be liable for loss or damage to



any real or personal property located at the Premises or for any fault or defect in the Equipment that arises out of:

- (i) any misuse or damage to such property or Equipment by You or any other person (other than RAA Personnel);
- (ii) Installation Services carried out by RAA Personnel on surfaces at the Premises that RAA previously identified as being fragile or brittle;
- (iii) any atmospheric discharge;
- (iv) flood or water damage, however caused;
- (v) inaccurate or incomplete data supplied by You;
- (vi) any failure by You or a co-owner of the Premises to maintain the Premises in a manner that ensures no obstruction to the operation of the Equipment;
- (vii) unauthorised repairs, modifications or additions;
- (viii) faulty or unsafe operation by You of the Equipment or any other equipment at Your Premises;
- (ix) failure to operate as a result of or in connection with climate conditions that could not have been reasonably anticipated having regard to the location of the Premises and recorded weather patterns; or
- (x) any other cause outside of the reasonable control of RAA,

except to the extent the loss or damage was caused by or contributed to by RAA's breach of this Agreement or RAA's negligent act or omission.

- (d) The limitations and exclusions set out in this clause do not apply to any liability of RAA for wilful misconduct, fraud or gross negligence.

## 7.2 Indemnity

You indemnify RAA, its related bodies corporate, RAA Personnel and its third party service providers and each of their directors, officers and employees against all actual or threatened loss, damage, action, claim or demand (including the cost of defending or settling any action, claim or demand) which may be brought against any of them including for:

- (e) a breach of this Agreement (including any warranty) by You;
- (f) Your use of the Equipment; and
- (g) any wilful, unlawful or negligent act or omission by You,

and such indemnities survive termination of this Agreement.

Your indemnity will be reduced proportionately to the extent that RAA's breach of this Agreement or negligent act or omission caused or contributed to the loss, damage, action, claim or demand.

## 8 Feedback and Complaints

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### 8.1 How to provide feedback or make a complaint

Where you wish to provide feedback or raise a complaint in relation to Your Equipment or the Installation Services please contact an RAA Home Energy consultant on (08) 8202 8178 or via email to [HomeEVCharging@raa.com.au](mailto:HomeEVCharging@raa.com.au) (**Complaint**).



## 8.2 Resolution of Complaint

Upon receipt of Your Complaint RAA will:

- (a) log, record and confirm receipt of Your Complaint for follow up;
- (b) advise an expected timeframe for resolution of Your Complaint, which must not exceed 21 days (**Resolution Period**).

## 8.3 Timing

- (c) RAA will endeavour to provide an outcome for Your Complaint within the Resolution Period.
- (d) If RAA requires an extension to the Resolution Period RAA will provide written notice of the extension to You, no later than 5 days prior to the expiry of the Resolution Period, and RAA may only extend of the Resolution Period up to a total of 45 days from receipt of Your Complaint.

## 8.4 Outcome

RAA will advise of the outcome for Your Complaint in writing.

## 9 General

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- (a) If You have any queries in relation to terms of this Agreement or Your Quote, you can contact RAA in the following ways:
  - (i) by telephone on (08) 8202 8178;
  - (ii) via email to [HomeEVCharging@raa.com.au](mailto:HomeEVCharging@raa.com.au); or
  - (iii) in person at 101 Richmond Road, Mile End SA 5031.
- (b) This Agreement is governed by and is to be construed in accordance with the laws of South Australia. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of South Australia. The parties will attempt to settle any disputes in an amicable manner by conducting good faith discussions first.
- (c) RAA reserves the right to amend this Agreement at any time by RAA notifying You by email (other than the amount of the Purchase Price, which RAA will only amend with Your agreement), in which case Your rights in clause 4.2(d) will apply. Any such amendment will come into force no earlier than 30 days after being communicated to You.
- (d) A party to this Agreement will not be liable for any delay or failure to perform any of its obligations under this Agreement (other than any obligation on You to pay an amount due under this Agreement) if and to the extent that such delay or failure is caused by an act or circumstance beyond its reasonable control.
- (e) A term or part of a term in this Agreement that is void, illegal or unenforceable may be severed from the Agreement without affecting the validity and enforceability of the remainder of the terms of this Agreement.
- (f) Any notice required to be served on a party may be served personally, sent by email or letter addressed to that party at the party's address specified in the Quote.
- (g) RAA may subcontract the performance of all or any of its obligations under this Agreement to any person or entity.

## 10 Definitions

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In this Agreement:

**Business Day** means a day that is not a Saturday, Sunday or public holiday in South Australia.

**Contractor** means any third party appointed or approved as a contractor, subcontractor or service provider by RAA from time to time.

**Defect** means a defect, error or malfunction that causes the Equipment to not comply with or not perform in accordance with any specifications set out in the Quote or Operational Manual.

**Equipment** means the goods and other components described in the Quote to be installed at the Premises.

**Equipment Audit** has the meaning given in clause 2.6(a).

**GST** means the tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Installation Invoice** means the valid tax invoice issued by RAA after completion of the Installation Services at the Premises.

**Installation Services** means the services listed in the Quote and includes installation of the Equipment at the Premises.

**Installation Warranty** has the meaning given in clause 6.2

**Premises** means the residential premises nominated in the Quote at which the Equipment and the Installation Services are to be supplied.

**Quote** means the quote for the Equipment and Installation Services issued by RAA and signed or otherwise accepted by You.

**Purchase Price** has the meaning given in clause 3.1.

**RAA, we or us** means RAA Innovation Pty Ltd ABN 13 655 258 272 (trading as RAA Solar and Battery Storage), holder of SA Licence No. BLD 319335.

**RAA Member** means an individual who holds a current RAA membership.

**RAA Personnel** means employees of RAA and includes its Contractors.

**RAA Privacy Policy** means the RAA privacy policy available at [raa.com.au](http://raa.com.au).

**Scheduled Installation Date** has the meaning in clause 3.2(a).

**You, Your or Customer** means the customer named in the Quote.