

Glen Clark & Co Solar Terms and Conditions

1. What is the outcome of these terms and conditions?

These terms and conditions and the Quote together form a legal agreement between you and Glen Clark & Co (the Agreement). Please read these terms and conditions carefully. By accepting the Quote (which you will be taken to have done by paying the Deposit), you also accept these terms and conditions and:

(a) agree to pay Glen Clark & Co (hereafter in this document referred to as GCC) the fees and charges set out in the Quote; and

(b) authorise GCC and its agents and contractors to install the Equipment at the Premises.

2. Sale of Equipment

2.1 GCC agrees to sell you the Equipment for the price specified in the Quote, and to install (or arrange for the installation) of the Equipment at the Premises.

2.2 You agree to purchase the Equipment for the price specified in the Quote, to take delivery of the Equipment at the Premises, and to allow GCC or its agents or contractors to install the Equipment at the Premises.

2.3 You warrant that:

(a) all information you provided to GCC for the purpose of preparing the Quote was and remains complete and accurate; and

(b) you are the legal owner of the Premises or are authorised by the legal owner of the Premises to permit the Equipment to be installed at the Premises.

2.4 You must confirm with your local council and body corporate (as applicable) whether any local planning laws, heritage overlays, body corporate rules or other restrictions may limit your right to have the Equipment installed at the Premises (**Installation Restrictions**). You must tell GCC about any Installation Restrictions before the day on which the Equipment is due to be installed. You or GCC may terminate this Agreement in accordance with clause 10.2 if GCC reasonably believes that any Installation Restrictions or other applicable restrictions (such as rule imposed by your electricity distribution company) prohibit the installation of the Equipment at the Premises or make it not reasonably practicable to install the Equipment at the Premises.

3. Delivery and installation

3.1 GCC gives no undertaking as to the availability of any Equipment. GCC will use its reasonable efforts to supply the Equipment as soon as reasonably possible, subject to availability from relevant manufacturers and suppliers.

3.2 GCC will schedule the delivery and installation of the Equipment at the Premises as soon as reasonably practicable after your acceptance of the Quote, having regard to all relevant factors including the anticipated availability of the Equipment and the anticipated availability of GCC's agents or contractors to install the Equipment. GCC will agree with you a mutually convenient time during business hours for the installation of the Equipment.

3.3 You acknowledge that GCC may need to change your installation time in any of the following circumstances:

(a) where there is a shortage of availability of the Equipment;

- (b) where there is a shortage of availability of GCC's installation agents or contractors;
- (c) where there is inclement weather that in GCC's reasonable opinion affects the ability to properly and safely install the Equipment;
- (d) where conditions at the Premises are such that it is not reasonably possible to properly and safely install the Equipment;
- (e) the nature of the Premises or deficiencies in information provided to GCC results in unanticipated installation factors or requires additional equipment necessary to install the Equipment; and
- (f) for any other causes beyond the reasonable control of GCC.

GCC will use its best endeavours to give as much notice as reasonably possible of a need to change your installation time.

3.4 You agree to make sure that:

- (a) GCC's installation agents or contractors have access to the Premises at your instalment time in order to install the Equipment in the installation areas specified in the Quote;
- (b) any large objects or obstructions which may inhibit access the installation area specified in the Quote are removed prior to your installation time;
- (c) all pets, animals or wildlife that may be threatening to GCC's installation agents or contractors are restrained or removed from the Premises during your installation time; and
- (d) the Premises are in a reasonably safe condition and conducive to the installation of the Equipment being performed safely.

3.5 If GCC's installation agents or contractors encounter difficulties in gaining access at the Premises to safely install the Equipment, or encounter the presence of hazardous materials such as asbestos at the Premises, and GCC was not made aware of the relevant circumstances before you accepted the Quote, then:

- (a) any additional costs incurred in ensuring the safety of GCC's installation agents or contractors may be charged to you;
- (b) you can elect to re-book installation of the Equipment until after you attend to rectification of the relevant circumstances at your own cost (for a re-booking fee equal to the greater of \$500 or 10% of the Price); or
- (c) either you or GCC may terminate this Agreement in accordance with clause 10.2.

3.6 Before installing the Equipment, GCC or its agents or contractors will endeavour to verify that all existing electrical wiring at the Premises required for installation of the Equipment is compliant with AS/NZS 3000 Electrical Installations (known as the Australian/New Zealand Wiring Rule and the Victorian Service and Installation rules). If the switchboard and/or wiring at the Premises does not comply with current safety standards or otherwise requires replacement or upgrade:

- (a) you can elect to re-book installation of the Equipment until after the switchboard and/or wiring is replaced or upgraded (for a re-booking fee equal to the greater of \$500 or 10% of the Price);
- (b) the cost of the replacement or upgrade is payable by you, and you can elect to have the replacement or upgrade performed by your electrician or a GCC electrician; and

(c) if you do not wish to go ahead with the replacement or upgrade, either you or GCC may terminate this Agreement in accordance with clause 10.2.

3.7 You acknowledge that:

(a) use of the Equipment may require a new electricity meter and that the installation of a new meter is your responsibility; and

(b) before the Equipment can be used, the installation at the Premises must be audited by an independent electrical inspector and a Certificate of Electrical Safety must be issued. This inspection will be arranged by GCC and it will endeavour to have the inspection take place within 10 business days of the installation.

4. **System Manual**

4.1 Upon completion of the installation of the Equipment at the Premises, GCC must provide you with a system manual which will include (at a minimum):

(a) information and advice around how to measure the performance of your system; and

(b) how and when to appropriately maintain your system (including the provision of any relevant maintenance documentation).

5. **Risk and title to Equipment**

5.1 Risk of loss or damage to the Equipment passes to you once it has been installed at the Premises.

5.2 Title in the Equipment does not pass to you until payment has been received in full in accordance with clause 7 below (except where the Equipment has been paid for in full before it is installed at the Premises, in which case title to the Equipment will pass to you upon installation at the Premises).

6. **Solar Services**

6.1 You agree to provide GCC and its agents and contractors with such access to the Premises as is reasonable to perform the Services.

6.3 You acknowledge and agree that the Services to do not include any remedial work in relation to faults, defects or other issues which are not covered by the Warranties. You agree that:

(a) you will be charged a call out fee for any attendances by GCC or its contractors or agents at the Premises in relation to any faults, defects or other issues which are not found to be covered by the Warranties; and

(b) you will be charged additional fees for any remedial work in relation to any faults, defects or other issues which are not covered by the Warranties. GCC will provide you with a quote for any such work and it will only be performed with your prior approval of the applicable fees.

6.4 You acknowledge that some of the Services require an active connection to the internet to operate fully. You agree that:

(a) GCC is not responsible for providing you with any telecommunications service, and the relevant telecommunications service provider is responsible for any issues associated with that service;

(b) you must comply with the terms of any agreement with the relevant telecommunications provider and are responsible for all data and other charges payable to any telecommunications service provider; and

(c) you will be responsible for ensuring the proper functioning of any telecommunications equipment installed or used at your Premises (such as a home modem and router, and any network cabling) which is used to permit the Equipment to connect to the internet.

6.5 Where indicated in the Quote, GCC will supply a device to allow the Equipment to connect to the internet directly through a mobile telecommunications network as necessary to deliver the Services (**Mobile Device**). The supply of a Mobile Device does not involve the provision of a telecommunications service to you. Instead, GCC uses the Mobile Device to supply the Services as described in clause 6 above. You must not use the Mobile Device to gain access to any telecommunications service or use it independently of any Services. The Mobile Device remains the property of GCC and you must return it to GCC when your entitlement to receive the Services ends.

7. **Price and Payment**

7.1 Details of the price payable for the Equipment and Services is set out in the Quote (**Price**). The Price is inclusive of GST and all other taxes and duties.

7.2 You agree to pay the Price as follows:

(a) a deposit of 25% of the Price at the time of accepting the Quote (**Deposit**); and

(b) the balance of the Price as per the invoice terms,

and in accordance with the manner of payment specified in the Quote.

7.3

7.4 You agree to pay any other fees or charges specified in this Agreement which become payable by you at such time and in such manner as reasonably directed by GCC.

7.5 If you do not pay any fees or charges payable under this Agreement by the time they are due, GCC reserves the right to charge interest on the overdue payment at a rate of 2% above the rate charged by GCC's bank on overdrafts of that amount, calculated on a daily basis.

7.6 If you default in making any payment of fees or charges due under this Agreement, GCC may, in addition to its other remedies at law, immediately terminate this Agreement and (unless title to the Equipment has passed to you) take back possession of the Equipment. You shall bear any reasonable costs incurred by GCC as a consequence of taking back possession of the Equipment. Any part of the Price paid by you to GCC as at the date of termination of this Agreement will be retained by GCC.

7.7 Until such time that you have paid the Price in full for the Equipment, you must:

(a) keep the Equipment in good condition and repair;

(b) not sell or lease the Equipment, or create or allow to be created any Encumbrance over the Equipment or any part of them;

(c) comply with all laws relating to the use or possession of the Equipment;

(d) not move, remove or modify the Equipment without GCC's consent; and

(e) notify GCC immediately if the Equipment is lost, stolen or damaged.

7.8 Where the Equipment Price is based on you assigning (to the extent permitted by law) to GCC or its installation agent or contractor (as directed by GCC) all right, title and interest in and to, and the right to receive, any government rebates or incentives to which you would otherwise be entitled in relation to the implementation of the Equipment. You agree to execute

such documents and do such things as are necessary to entitle GCC or its installation agent or contractor (as directed by GCC) to recover those amounts.

8. Cancellation due to error

You acknowledge that, despite GCC's reasonable precautions, goods and services may be listed in the Quote at an incorrect price or with incorrect information due to a typographical error or similar oversight. In these circumstances, you or GCC may terminate the Agreement in accordance with clause 10.2 notwithstanding that you have accepted the Quote and/or your payment of the Deposit has been received.

9. 10 day cooling-off period

9.1 You may cancel this Agreement at any time during the period of 10 days following the date the Agreement is accepted by you (as set out in clause 1) (**Cooling Off Period**), unless installation of the Equipment has commenced or has been completed, by telling GCC's by phone or email (using the contact details provided in the Quote) within the Cooling Off Period.

9.2 If you cancel this Agreement during the Cooling Off Period, this Agreement will terminate and GCC will as soon as practicable issue you with a refund for any amount you have paid prior to the cancellation.

9.3 For unsolicited sales, you may cancel this Agreement at any time during the period of 10 days following the date the Agreement is accepted by you (as set out in clause 1) (**Cooling Off Period**), regardless of whether installation of the Equipment has commenced or has been completed, by telling GCC's by phone or email (using the contact details provided in the Quote) within the Cooling Off Period.

9.4 If you cancel this Agreement during the Cooling Off Period, this Agreement will terminate and GCC will as soon as practicable remove the Equipment (if any) and issue you with a refund for any amount you have paid prior to the cancellation.

10. Termination

10.1 GCC may terminate this Agreement by immediate written notice to you if:

(a) you fail to pay any fees or charges payable under this Agreement by the due date for payment under this Agreement;

(b) you breach any provision of this Agreement that is not capable of remedy;

(c) you breach any provision of this Agreement that is capable of being remedied and you fail to remedy that breach within 7 days of being given notice of the breach by GCC; or

(d) you are the subject of, in the case of a company, any insolvency proceedings or in the case of an individual, any bankruptcy proceedings, are declared insolvent or bankrupt (as applicable) or otherwise become unable to pay your debts as and when due.

10.2 In addition, you and GCC may terminate this Agreement in the circumstances set out in the table below, in which case the corresponding consequence set in the table will apply (depending on when this Agreement is terminated).

Circumstances	Consequence		
	If Agreement is terminated after payment of Deposit but	If Agreement is terminated on the day of installation (whether partial/full	If Agreement is terminated after installation of the

	before day of installation of the Equipment	installation of the Equipment), but before full payment of the Price	Equipment and full payment of the Price
You may cancel the Agreement within the Cooling Off Period in accordance with clause 9.	GCC will refund any amount you have paid prior to cancellation.	N/A. You cannot cancel under clause 9 on or after the start of installation.	N/A. You cannot cancel under clause 9 on or after the start of installation.
GCC may terminate the Agreement up until the Equipment is delivered to you if goods or services are listed in the Quote at an incorrect price or with incorrect information due to a typographical error or similar oversight by GCC (see clause 8).	GCC will refund any amount you have paid prior to termination.	GCC will refund any amount you have paid prior to termination.	N/A
You or GCC may terminate the Agreement if GCC reasonably believes that any Installation Restrictions or other applicable restrictions prohibit the installation of the Equipment or make it not reasonably practicable to install the Equipment at the Premises (see clause 2.4).	GCC will refund any amount you have paid prior to termination.	You must pay GCC a cancellation fee equal to the greater of \$500 or 10% of the Price. GCC will otherwise refund all amounts you have paid prior to termination, except that if GCC has provided any services to you, it reserves the right to recover from you any reasonable costs incurred by GCC.	Any required removal/rectification will be at your cost.
You may cancel the Agreement if the approval for connection of the Equipment to the electricity grid is rejected.	GCC will refund any amount you have paid prior to cancellation.	GCC will refund any amount you have paid prior to cancellation.	GCC will refund any amount you have paid prior to cancellation.
You may cancel the Agreement if GCC is unable to install the Equipment within the estimated delivery timeframe that was agreed in the Quote (or, if none was agreed, within	GCC will refund any amount you have paid prior to cancellation.	N/A	N/A

12 weeks of executing the Contract) unless otherwise agreed by both parties.			
You may cancel the Agreement if the site-specific full system design and performance estimate is included as a deliverable of this Contract and: (i) this information is not provided before the expiry of any cooling-off period; and (ii) you do not consent to this information upon receiving it.	GCC will refund any amount you have paid prior to cancellation.	N/A	N/A
You may cancel the Agreement if the final system design is significantly different to that in the Quote and you have not agreed to the changes.	GCC will refund any amount you have paid prior to cancellation.	N/A	N/A
You or GCC may terminate the Agreement if the Equipment cannot be installed at your Premises due to an error by GCC.	N/A	GCC will refund any amount you have paid prior to termination.	N/A
You or GCC may terminate the Agreement if GCC is prevented from supplying or installing the Equipment due to circumstances outside of GCC's reasonable control.	GCC will refund any amount you have paid prior to termination.	GCC will refund any amount you have paid prior to termination.	N/A
You or GCC may terminate the Agreement if GCC's installation agents or contractors encounter difficulties in gaining access at the Premises to safely install the Equipment or	N/A	You must pay GCC a cancellation fee equal to the greater of \$500 or 10% of the Price. GCC will otherwise refund all amounts you have paid prior to termination, except	N/A

encounter the presence of hazardous materials such as asbestos at the Premises, and GCC was not made aware of the relevant circumstances before you accepted the Quote.		that if GCC has provided any services to you, it reserves the right to recover from you any reasonable costs incurred by GCC.	
You or GCC may terminate the Agreement if GCC or its agents or contractors determine that the switchboard and/or wiring at the Premises does not comply with current safety standards or otherwise requires replacement or upgrade and you do not wish to go ahead with the upgrade or replacement (at your cost).	N/A	You must pay GCC a cancellation fee equal to the greater of \$500 or 10% of the Price. GCC will otherwise refund all amounts you have paid prior to termination, except that if GCC has provided any services to you, it reserves the right to recover from you any reasonable costs incurred by GCC.	N/A
You or GCC may terminate this agreement if significant changes are required or are made to the final system design and are not agreed by both parties.	GCC will refund any amount you have paid prior to termination.	GCC will refund any amount you have paid prior to termination.	GCC will refund any amount you have paid prior to termination.
You may terminate this agreement if additional chargeable works which were not specified in the original Quote arise and you do not consent to these additional charges.	GCC will refund any amount you have paid prior to termination.	GCC will refund any amount you have paid prior to termination.	GCC will refund any amount you have paid prior to termination.

The above consequences do not limit any other rights you or GCC may have under this Agreement or at law to terminate this Agreement, or in relation to the events or circumstances giving rise to the termination of this Agreement.

11. No reliance

Whilst GCC has no reason to believe that any information contained in the Quote is inaccurate, GCC does not warrant the accuracy, adequacy or completeness of such information. To the maximum extent permitted by law, GCC does not accept

responsibility for any loss, damage, cost, expense or injury you or any third party suffers as a result of reliance by you upon the accuracy or currency of information contained in the Quote.

12. **Warranties and return policy**

- 12.1 The Equipment comes with certain manufacturer warranties. The terms of these warranties are set out in the Quote. You acknowledge and agree that these warranties are offered to you directly by the relevant manufacturer, and not by GCC.
- 12.2 If you consider that the Equipment does not comply with any warranty provided by the manufacturer, you should contact GCC in the first instance. GCC will provide details of your claim to the relevant manufacturer and will do all things reasonably necessary to provide you with the benefit of the relevant manufacturer's warranties and to assist you to enforce any warranty claim against the manufacturer. You agree to provide accurate details of your claim to GCC for the purpose of permitting GCC to do so.
- 12.3 Notwithstanding the foregoing clauses, GCC warrants the operation and performance of the whole system for a period of 5 years following completion of the installation of any Equipment by GCC or its agents or contractors, allowing for reasonable performance degradation that is in line with the manufacturer specifications.
- 12.4 GCC warrants that for a period of 10 years following completion of the installation of any Equipment by GCC or its agents or contractors, the workmanship of those installation services will be of a reasonable standard and consistent with good industry practices. If you consider that the workmanship of the installation services is defective in any way, you must notify GCC as soon as reasonably possible of your claim. GCC will, as your sole and exclusive remedy for a breach of this warranty (but without limiting your rights under any Non-Excludable Provision as set out in clause 13.2 below) will either:
- (a) correct the defective works and repair or replace any parts of your Premises or any Equipment that have suffered damage as result of the defective works; or
 - (b) pay for the cost of doing the things described in sub-paragraph (a) above, but GCC will have no liability under this warranty to the extent caused by:
 - (c) the modification or alteration of any of the installation works, any Equipment or the Premises by a person other than GCC or one of its agents or contractors;
 - (d) any failure to keep the Premises in a state of reasonable repair; or
 - (e) any other circumstance beyond the reasonable control of GCC.

This warranty is in addition to your rights under any Non-Excludable Provision as set out in clause 13.2 below. To make a claim under this warranty, you should contact GCC by following the contact details in your Quote or by calling GCC on (03) 9736 3993, and providing details of the Equipment installed, where and when it was installed and the reasons why you are making your claim.

- 12.5 You agree to permit GCC and its agents and contractors to have access to the Premises as reasonably required and on reasonable notice to permit the assessment of any warranty claim by you and, if necessary, repair or replacement of any defective installation services or Equipment or repair of your Premises for which GCC is responsible.

13. **GCC's liability**

- 13.1 To the maximum extent permitted by law, GCC:
- (a) disclaims any warranty (whether express or implied) in relation to the Equipment and the Services and any other goods or services provided to you in connection with this Agreement (other than the warranty set out in clause 12.4 above); and
 - (b) will not be liable for any loss or damage (including costs, loss of time, inconvenience and commercial losses) however caused, whether direct, indirect or consequential, incurred or suffered by you or any third party in respect of the Equipment or Scheduled Services or any other goods or services provided to you in connection with this Agreement.
- 13.2 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled 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. Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Australian Consumer Law (**Non- Excludable Provision**). To the maximum extent permitted by law, GCC's liability for any failure to comply with a Non-Excludable Provision is limited to (at GCC's option): in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.
- 13.3 To the maximum extent permitted by law, and without limiting your rights under any Non- Excludable Provision as set out in clause 13.2, GCC will not be responsible for the loss or damage to the Premises or any of your property, real or personal, or for any faults or defects in the Equipment (including under any Warranties), due to misuse or damage caused by you or others, or due to:
- (a) atmospheric electrical discharges;
 - (b) flooding or water damage;
 - (c) you failing to maintain the Premises ensure that there is no obstruction to the proper operation of the Equipment;
 - (d) improper operation or maintenance of the Equipment, or of any other equipment on the Premises, by you;
 - (e) the Equipment failing to operate due to climate conditions beyond that which could be reasonably anticipated having regard to recorded weather patterns;
 - (f) unauthorised repairs, modifications or additions to the Equipment; or
 - (g) any other circumstance beyond the reasonable control of GCC.
- 13.4 The limitations and exclusions set out in this clause do not apply to any liability of GCC for wilful misconduct, fraud or gross negligence (being negligence involving a deliberate or reckless disregard or a risk which would be apparent to a reasonable person in the same circumstances).
14. **You indemnify GCC**
- 14.1 You indemnify GCC, its related bodies corporate, agents and contractors and each of their directors, officers, employees against all actual or threatened loss, damage,

actions, claims and / or demands (including the cost of defending or settling any actions, claims and / or demands) which may be instituted against any of them arising out of:

(a) a breach of this Agreement by you (including a breach of any warranty contained in this Agreement);

(b) your use of the Equipment; and

(c) any wilful, unlawful or negligent act or omission by you.

14.2 These indemnities survive termination of this Agreement.

15. **Privacy**

15.1 You agree that GCC may collect and handle your personal information in accordance with this clause 15 and the GCC Privacy Charter. The GCC Privacy Charter contains information about how GCC handles personal information and is available online at glenclarkco.com.au or by calling GCC on (03) 9736 3993.

15.2 Your personal information is collected by or on behalf of GCC and may be used by GCC, and disclosed to GCC's service providers (including its installation and maintenance agents and contractors, and technology and cloud storage providers), for the purposes of supplying and installing the Equipment and providing you with the Services. Some of your personal information may be stored overseas for these purposes (for example the servers used by our cloud service provider are located in Germany). Without limitation, you acknowledge and agree that GCC may collect your personal information and information about your home energy (including location-based information and any other information, data or other content accessible or generated through your use of any of the Equipment) for the purposes of:

(a) providing you with the Services;

(b) contacting you to make appointments to install the Equipment or in connection, with, or arising from, the provision of the Services;

(c) improving GCC's customer experience and marketing, including through data analytics, product planning, product development and research; and

(d) disclosing your home energy data to Equipment providers (which may be located overseas) for the purposes of, but not limited to service monitoring on behalf of GCC.

15.3 GCC may also use your personal information to notify you about other products and services, discounts, or special offers and invitations to special events that GCC thinks might benefit you. You can request not to receive this information by calling GCC on (03) 9736 3993.

15.4 The GCC Privacy Charter contains information about how you can gain access to or seek correction of personal information that GCC holds about you. It also contains information about how you may make a privacy complaint and how GCC will deal with it.

16. **Governing law**

This Agreement is governed by and construed in accordance with the laws of Victoria and GCC and you irrevocably submit to the exclusive jurisdiction of the courts in that State.

17. **Entire Agreement**

These terms and conditions, the Order, and any warranties implied by law which cannot be excluded constitute the entire agreement of you and GCC in relation to its subject matter. All other terms whether express or implied are hereby excluded to the full extent permitted by law.

18. Events outside GCC's control

18.1 GCC will not be liable for any delay or failure to perform this Agreement if such delay or failure is caused by any act or circumstances beyond GCC's reasonable control.

18.2 You will not be liable for any delay or failure to perform this Agreement (other than a delay or failure to perform a payment obligation) if such delay or failure is caused by any act or circumstances beyond your reasonable control.

19. Clean Energy Council Approved Solar Retailer Code of Conduct

GCC will use all reasonable endeavours to comply with the Clean Energy Council Code of Conduct for Approved Solar Retailers. This is a non-prescribed voluntary code of conduct that aims to promote best practice measures and activities for retail businesses selling solar photovoltaic (PV) systems.

20. Complaints handling process

We want to resolve any complaint you may have and aim to resolve it as quickly as possible. These steps are part of our feedback and complaint resolution procedures.

Step 1 - Talk to us first

If you have a complaint, the first thing to do is call GCC ((03) 9736 3993). If necessary, the staff member will refer you to a manager and if you are still not satisfied with the response you can go to step 2.

Step 2 - Contact GCC Solar Care

If the matter is still not resolved it will be referred to the GCC case management process. You can submit a matter directly to this process by emailing admin@glenclarkco.com.au or by requesting an escalation through a call to GCC Solar (1300 481 026). You will receive initial feedback on complaints within 5 business days of receipt.

In the case of complex complaints, you will receive notification of an outcome within 28 business days and if additional time is required you will be notified.

You may request information on the status of your complaint at any time by emailing admin@glenclarkco.com.au.

Step 3 - Seek and external review of the decision

You are entitled to seek an external review of the decision from the appropriate body depending on the nature of your complaint.

Related to a system under warranty: Consumer Affairs Victoria - 1300 55 81 81

Related to faulty workmanship of an accredited installer: Clean Energy Council - solaraccreditation.com.au If you are concerned about electrical safety: Energy Safe Victoria - (03) 9203 9700

Related to the Clean Energy Council Code of Conduct for Approved Solar Retailers- notify the Clean Energy Council using the online Code of Conduct complaints form <http://www.solaraccreditation.com.au/retailers/complaints-form.html>

21. **General**

- 21.1 If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision is to be severed from this Agreement and the remaining terms will continue to apply.
- 21.2 Any delay or failure by GCC to enforce any provision of this Agreement will not be deemed a waiver or create a precedent or prejudice GCC'S rights in any way. No waiver by GCC will be effective unless it is in writing and signed by or on behalf of GCC.
- 21.3 You may not assign, transfer or otherwise deal with your rights under this agreement without the prior written consent of GCC.

22. **Glossary**

In these terms and conditions the following terms have the following meanings.

"Agreement" means the legal agreement between you and GCC constituted by these terms and conditions and the Quote.

"Deposit" has the meaning given in clause 7.2(a).

"Encumbrance" means any interest in or right over property and anything which would at any time prevent, restrict or delay the registration of any interest in or dealing with property, including an interest which secures the payment of a debt or other monetary obligation.

"Equipment" means the goods and other equipment described in the Quote.

"Premises" refers to the premises nominated in the Quote as the premises at which the Equipment is to be installed.

"Price" has the meaning given in clause 7.1.

"Quote" means the "GCC Solar Quotation" provided by GCC and signed or otherwise accepted by you.

"GCC" means ALLANCLARK Pty Ltd (ACN 154 205 286) ATF Allan Clark Family Trust TA Glen Clark & Co (ABN 78 7892151747).

"Services" means the services listed in the Quote.

"Warranties" means the manufacturer warranties referred to in clause 12.1 and the warranty given by GCC under clause 12.4.

"you" means the customer named in the Quote, and **"your"** has a corresponding meaning.