LED SAVES Home Solar Terms and Conditions

1 What is the effect of these terms and conditions?

1.1 These terms and conditions and the Quote together form a legal agreement between you and LED SAVES (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 LED SAVES the fees and charges set out in the Quote; and

(b) Authorize LED SAVES and its agents and contractors to install the Equipment at the Premises.

2 Sale of Equipment

2.1 LED SAVES 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 LED SAVES or its agents or contractors to install the Equipment at the Premises.

2.3 You warrant that:

(a) all information you provided to LED SAVES 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 authorized 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 LED SAVES about any Installation Restrictions before the day on which the Equipment is due to be installed. You or LED SAVES may terminate this Agreement if LED SAVES 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 LED SAVES gives no undertaking as to the availability of any Equipment. LED SAVES will use its reasonable efforts to supply the Equipment as soon as reasonably possible, subject to availability from relevant manufacturers and suppliers.
3.2 LED SAVES 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 LED SAVES agents or contractors to install the Equipment. LED SAVES will agree with you a mutually convenient time during business hours for the installation of the Equipment.

3.3 You acknowledge that LED SAVES 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 the installation agent or contractor may not be available;

(c) Where there is inclement weather in LED SAVES 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 LED SAVES results in unanticipated installation factors or requires additional equipment necessary to install the Equipment;

(f) For any other causes beyond the reasonable control of LED SAVES.

LED SAVES 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) LED SAVES's installation agents or contractors have access to the Premises at your installment 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 LED SAVES'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 LED SAVES'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 LED SAVES was not made aware of the relevant circumstances before you accepted the Quote, then:

(a) Any additional costs incurred in ensuring the safety of LED SAVES'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 LED SAVES may terminate this Agreement.
3.6 Before installing the Equipment, LED SAVES or its agents or contractors will endeavor 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 an LED SAVES electrician; and

(c) if you do not wish to go ahead with the replacement or upgrade, either you or LED SAVES may terminate this Agreement.

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 LED SAVES and it will endeavor to have the inspection take place within 10 business days of the installation. In Regional Areas the inspection may take longer dependent on factors including the location of your property, services and the availability of inspectors.

4 System Information

4.1 Upon completion of the installation of the Equipment at the Premises, LED SAVESs 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 may receive the Services in relation to the Equipment. Any Services provided will be set out in the Quote or any subsequent document provided to you by LED SAVES. LED SAVES will provide the Services in accordance with those descriptions and for the period specified in those descriptions, and you will comply with your obligations set out in those descriptions.

6.2 You agree to provide LED SAVES and its agents and contractors with such access to the Premises as is reasonably 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 LED SAVES 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;

(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. LED SAVES will provide you with a quote for any such work and it will only be performed with your prior approval of the applicable fees.

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:

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

(a) a deposit of 50% of the Price at the time of accepting the Quote (Deposit); and

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

7.3 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 LED SAVES.

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

7.5 If you default in making any payment of fees or charges due under this Agreement, LED SAVES 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 LED SAVES as a consequence of taking back possession of the Equipment. Any part of the Price paid by you to LED SAVES as at the date of termination of this Agreement will be retained by LED SAVES.

7.6 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 LED SAVES consent; and

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

7.7 The Equipment Price is based on you assigning (to the extent permitted by law) to LED SAVES or its installation agent or contractor (as directed by LED SAVES) 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 LED SAVES or its installation agent or contractor (as directed by LED SAVES) to recover those amounts.

8 Cancellation due to error

8.1 You acknowledge that, despite LED SAVES 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 LED SAVES may terminate the Agreement 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 Not applicable

10 Terminations

10.1 LED SAVES 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 LED SAVES;

(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; or

(e) otherwise provide for in this Agreement.

11 No reliance

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

Variation or Cancellation by Customer

a. The Customer shall not vary or cancel an order, or change the Installation Date, without the written consent of LED SAVES.

b. If LED SAVES does elect to accept variations to the Order, the Customer shall pay for any variations to the Order at rates specified by LED SAVES which shall be in addition to the Price.

c. In case of any variation from the original, LED SAVES and customer both need to sign a variation contract.
d. The Customer may, however, by written notice to LED SAVES, cancel an order for the Products prior to installation:

- under the circumstances agreed mutually; or
- if the Products are not installed within 6 months of the customer placing an order

e. If the Customer cancels an order for the Products, then subject to the Customer having complied with its obligations under this Agreement, LED SAVES will provide a full refund to the Customer of all amounts paid prior to cancellation.

f. LED SAVES may at its sole and absolute discretion, by written notice to the Customer, cancel an order and/or terminate this Agreement at any time prior to installation of the Products, and for any reason whatsoever.

g. Upon such termination, and subject to the Customer having complied with its obligations under this Agreement, LED SAVES will pay a full refund to the Customer of amounts paid prior to such cancellation or termination.

12 Liability/Indemnity

1. The parties acknowledge that, under applicable State and Commonwealth law, certain clauses, conditions, guarantees and warranties may be implied in this Agreement and there are rights and remedies conferred on the Customer in relation to the provision of goods or of services which cannot be excluded, restricted or modified by agreement (Non-excludable Rights). The terms of this Agreement are subject to the non-excludable rights.

2. Except to the extent of Non-Excludable Rights, LED SAVES will not be liable for:

any claim by the Customer or any other person, including without limitation, any claim relating to or arising from all clauses, conditions, guarantees and warranties expressed or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom or usage or otherwise; and

any representations, warranties, conditions or agreement made by any agent or representative which are not expressly confirmed by LED SAVES in writing and the liability of LED SAVES for any such matters is hereby excluded.

3. Where (and to the extent) permitted by law the liability of LED SAVES of a Non-Excludable Right can be limited, LED SAVES liability is limited, at LED SAVES election, to one of the following:

replacement of the Products or supply of equivalent products;
resupply of the affected Services;
repair of the Products;
payment of the costs of replacing the Products or acquiring equivalent products;
payment of the cost of providing equivalent services to the affected Services; or
payment of the cost of having the Products repaired.

4. Notwithstanding any other provision in this Agreement, LED SAVES is in no circumstance (whatever the cause) liable in contract, tort (including, without limitation, negligence or of statutory duty) or otherwise to compensate the Customer for any:
costs or expenses;
loss of profit, revenue, business, contracts or anticipated savings;
loss or expense resulting from a claim by a third party;
special, indirect or consequential loss, damage or expense; or
death or personal injury, whatsoever and howsoever arising

5. To the full extent permitted by law, LED SAVES liability to the Customer for all claims made by the Customer, in relation to an of this Agreement or otherwise, whether arising under contract, negligence or any other tort, under statute or otherwise, will not exceed in aggregate the amounts paid by the Customer under this Agreement.

13 General

1. This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.

2. This Agreement may only be varied by written agreement between the parties.

3. The rights of LED SAVES are cumulative and are in addition to any other rights of that party.

4. This Agreement is governed by the laws of the Government of Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts.

5. Any provision of this Agreement, which is unenforceable, illegal or void or partly unenforceable, illegal or void is, where possible, to be severed to the extent necessary to make this Agreement enforceable, but so as not to affect the enforceability of the remaining provisions of this Agreement.

6. No failure or partial failure by a party to enforce any of its rights under this Agreement constitutes a waiver or partial waiver of that right, and no waiver is effective unless it is in writing and signed by authorised representatives of each party.

7. The Customer shall not assign its rights, or novate its obligations, under this Agreement without the prior written consent of LED SAVES. LED SAVES may assign its rights or novate its obligations under this Agreement, without obtaining the consent of the Customer.
8. The customer gives permission for pictures to be taken before, during, and after install. These pictures are the property of LED SAVES. And, the pictures along with installation summary may be used in various marketing contents.

9. The Customer must promptly sign all documents and do all things that LED SAVES from time to time LED SAVES reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

10. Any notice that is required to be given under this Agreement must be in writing. It may be: hand delivered – in which case the notice will be deemed to have been received once it has been delivered;

transmitted by facsimile if the recipient has facilities for the transmission of documents by facsimile – in which case the notice will be deemed to have been given at 9:00am on the next day following the date of transmission; or

mailed by prepaid post – in which case the notice will be deemed to have been given at 5:00pm on the third day following the date of posting. to the last known address or facsimile number of the recipient.

email to the customer email address – in which case the notice will be deemed to have been given at 9:00am on the next day following the date of transmission.

11. Customer acknowledges that LED SAVES has made no representation in relation to the continuity of feed-in tariffs or the quantum or rate thereof the customers further acknowledge is that he/she they have made their own enquiry into the performance of the solar system.

12. The customer acknowledges in the event that LED SAVES or its installers are unable to install the Solar system by reason of the condition of the premises not complying with the requirement of any governmental or statutory body, or if the premises are deemed to be too unsafe for the purpose of the installation by LED SAVES or its sub-contractors then LED SAVES may terminate this agreement.

13. In the event that any claim is made by you as the customer under any warranty agreement or obligation provided by the manufacturer of the goods supplied and such claim is made after the expiration of warranty from the date of installation of such good which requires LED SAVES or its sub-contractor to attend at the installation address then LED SAVES will be entitled to charge a fee, commiserate with the cost of the provision of that service.

14. The customer acknowledges that the Goods are the subject of a warranty produced by the manufacturer and that in no circumstances shall LED SAVES be liable should the warranty become for any reason unenforceable.

15. In the event during the course of installation any damage to the roof tiles or other roofing materials, LED SAVES accept no liability for replacement of damaged tiles or any other roofing materials.

14. Default

1. Upon the occurrence of an Event of Default, LED SAVES may by notice in writing to the Customer:
select that all monies owing by the Customer to LED SAVES under this Agreement, any Order or any other agreement that exists between the Customer and LED SAVES (including but not limited to any Credit) whatsoever become immediately due and payable in full by the Customer; and/or terminate an Order, or all Orders with the Customer.

2. In respect of any terminated Order (other than an Order validly cancelled by the customer under the terms of this agreement) the Customer must pay to LED SAVES any and all losses, damages, costs, interest, fees, charges (including handling charges) and expenses incurred or suffered by LED SAVES and its suppliers as a result of the Customer’s default of this Agreement and the subsequent cancellation of the Order. The Customer shall have no recourse whatsoever against LED SAVES as a result of any termination of an Order by LED SAVES under this agreement.

3. The Customer must give LED SAVES full details of any Event of Default as soon as it becomes aware that an Event of Default has occurred.

4. Each of these events or circumstances is an Event of Default:

(a) the Customer fails to comply with this Agreement or the terms of any contract or Order between the Customer and LED SAVES;

(b) the Customer being an individual is declared bankrupt or becomes of unsound mind;

(c) the Customer enters into any composition or arrangement with its creditors or goes into liquidation (voluntarily or otherwise) or has a receiver or liquidator or trustee or administrator or similar official appointed over all or part of its assets;

(d) the Customer ceases or LED SAVES ceases to carry on all, or substantially all, of its business or operations;

(e) an order being made, or the Customer passing a resolution, or any other step is taken, for the Customer’s winding up (including but not limited to an application being made to a court for an order for its winding up);

(f) the Customer becomes or is declared or is deemed to be insolvent, or is unable or deemed to be unable to pay its debts, generally;

(g) the Customer undergoes a change in its control or ownership not approved by LED SAVES in writing; or

(h) an event or circumstance occurs in relation to the Customer which is analogous to any event or circumstance specified in paragraphs (b) to (f).

15. Title to The Products
1. The Products remain the property of LED SAVES (and LED SAVES retains title to the Products) until the Price and any other payment or sum due to LED SAVES has been paid in full by the Customer, regardless of whether installed or not and regardless of the location of goods.

2. All Products shall be at the risk of the Customer from the time that installation of the Products at the Customer’s premises has been completed.

3. The Customer must not offer, sell, assign, sublet, mortgage, pledge, Encumber or otherwise deal with the Products in any way which is inconsistent with or would detract from LED SAVES ownership of the Products until the Price and any other payment or sum due to LED SAVES has been paid in full by the Customer. If requested by LED SAVES, the Customer must ensure the Products are clearly identifiable as the property of LED SAVES.

4. In the event that the Customer is in default of its obligations under this Agreement, any Order or any other agreement that exists between the Customer and LED SAVES, LED SAVES will at its election be entitled to the immediate return of the Products and for this purpose may enter the Customer’s premises to recover any Products. If LED SAVES so elects, the Customer must at its cost take all necessary action (including obtaining the consent of any third party) to enable LED SAVES to exercise its rights under this clause.

16. Discrepancy of Products

1. Unless otherwise stated by LED SAVES in writing, the exact specifications, dimensions, and masses quoted in respect of any Products are approximate and subject to change without notice and subject to commercial tolerances.

2. The Customer affirms for the benefit of LED SAVES that any and all information provided by the Customer to LED SAVES in connection with any Order to purchase the Products is true and correct.

17. Privacy/Credit Reporting

1. The Customer agrees to sign any consents or other forms required by LED SAVES under which it will consent, amongst other things, to LED SAVES obtaining credit information about the Customer or providing a credit report in relation to the Customer or exchanging credit information about the Customer to third parties.

Intellectual Property

2. The Customer acknowledges and agrees that under no circumstances will it take any interest in LED SAVES Intellectual Property, and LED SAVES reserves all of its rights in respect of its Intellectual Property.

18. Provision of The Services

1. LED SAVES shall use its best endeavours to provide the Services by the Installation Date.
2. Unless otherwise agreed by the parties in writing, LED SAVES shall not be responsible for providing any services other than the Services (including any variations to the Services).

3. The Customer grants permission to LED SAVES and its employees, contractors and/or agents to enter, at any time, the premises at the Installation Address, for the purposes of performing the Services.

4. The Customer agrees to make himself/herself or a representative present at the premises, when and as reasonably required by LED SAVES or its employees, agents and contractors.

19. Force Majeure Event

1. If LED SAVES becomes unable, due to the occurrence of a Force Majeure Event, to carry out any obligation, in whole or in part, placed on it by this Agreement, LED SAVES may, in its absolute discretion either:

   (a) Suspend performance of that obligation, so far as it is affected by the Force Majeure Event, during the period the Force Majeure Event continues; or

   (b) Cancel the Customer’s Order without liability.

20. Additional Expenses

1. The Customer may be liable to pay Additional Expenses, not covered in the Quote, in connection with the Products or Services if LED SAVES or its contractors deem that the Customer’s premises are not immediately suitable for the installation due to site conditions or special circumstances.

2. Additional Expenses anticipated by LED SAVES at the Order Date shall be itemized in the order form. However, these expenses are estimates only and are not binding on LED SAVES.

3. If LED SAVES determines that the Customer is required to pay any Additional Expenses not provided for in the order form, in order to complete the services, LED SAVES will first notify the Customer of the quantum of the Additional Expenses and give the Customer an option to sign the variation contract. In such instances, customer can choose to cancel or terminate contract at their discretion to get full refund.

4. If the customer doesn’t accept the variation contract, LED SAVES will complete the job in the original contract whatever possible without any additional cost.

What’s included:

- If within the first five years of operation, your system experiences a fault or defect caused by the products supplied or the workmanship during installation workmanship, then LED SAVES will repair your system with no charge.

- LED SAVES will rectify any damage or leaks caused by the system or our workers during the installation process, subject to LED SAVES being notified of any damage as soon as you notice it, or should have become reasonably aware, of any damage.

- The warranty covers all costs related to repair and/or replacement of components and/or damage and the associated on-site work.
What's excluded:

- Any damage caused to the system by natural events such as weather. We advise seeking a home insurance policy to cover such events.
- Faults or damage due to tampering with, modification or repairs by a party other than LED SAVES.
- Non-compliance with operating instructions
- Items that are aesthetically displeasing and only visually noticeable that do not impact the performance of the system
- Damage or faults caused by the electricity grid
- Damage caused by external factors such as vandalism.
- Improper use of the solar system

Claims or Questions
For any claims or questions in relation to this Warranty please contact

a. LED SAVES 45 Terra Cotta Drive Nunawading VIC 3131
b. Phone: 0390880285
c. Email: info@ledsaves.org
d. Website: www.ledsaves.org

Please retain your sales documentation, as this should be produced to validate a warranty claim.

What happens after five years?
If there is a fault or defect, you can still rely on the product warranties provided by the manufacturers of the components supplied as part of the system (for example, the 25 year performance warranty associated with Solar Panels).

LED SAVES will be the primary contact and we’re happy to provide assistance in obtaining warranty resolution from the relevant manufacturer.
Many of the products we supply come with an on-site labour warranty, offering cover for up to five years. Please refer to the relevant warranty documentation in relation to the specific products you are considering to understand if labour is covered after five years.

This warranty will become invalid if you fail to comply with all reasonable instructions of LED SAVES in relation to the operation and care of the solar system.