

## Home Energy Consultation – Customer Agreement

Our home energy consultation can't proceed until all details on this form are completed. It is recommended that you keep a copy of this form for your records.

### Customer Details (fields in bold are mandatory)

Title: \_\_\_\_\_ First name: \_\_\_\_\_ Surname: \_\_\_\_\_

Property address (the address where your ceiling insulation would be installed - no PO boxes)

Street Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: **SA** Postcode: \_\_\_\_\_

Mailing address (if different to Property address)

Street Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: **NSW** Postcode: \_\_\_\_\_

Preferred phone number: \_\_\_\_\_ Preferred time to call back (please select):

Alternative phone number: \_\_\_\_\_ During the day

E-mail Address: \_\_\_\_\_ Evening (after 5pm)

Other (please specify):  \_\_\_\_\_

NMI (National Metering Identifier): \_\_\_\_\_ The NMI is printed on your electricity bill. If you can't find it please contact your electricity retailer. For additional help if necessary please call Big Switch Projects on 1300 55 77 27 or email [adelaidesolarcity@bigswitch.com.au](mailto:adelaidesolarcity@bigswitch.com.au)

### Home Energy Consultation: Trial Requirements

*For this program your feedback is vital. When you buy Solar City ceiling insulation, you'll be asked to tell us what you think. This information will help develop Australia's future energy options.*

*To do this, Big Switch Projects is collecting data about the energy use We will also need your permission to collect this energy data and your agreement for us or our representative to contact you to ask about the home energy consultation, power use, and your experience.*

### Customer Declaration

I hereby certify that:

1. I have read the Home Energy Consultation Requirements above, privacy statement below, and I agree to these requirements;
2. I consent to my electricity company and my gas retailer (as appropriate) providing Big Switch Projects with my electricity and gas payment and consumption information for the property specified above from up to two years before the date this form is signed until completion of the Adelaide Solar City project period on 30<sup>th</sup> June 2013; and
3. The above information is accurate and I have read, and agree to be bound by, all the terms and conditions on this form and the "Home Energy Consultation: Terms and Conditions" attached, or on the back of this form. These conditions include the privacy statement.

If you do not wish to receive information about other Adelaide Solar City products or services, please tick this box

Signature: \_\_\_\_\_ Date: / /20

Big Switch Projects and the members of the Adelaide Solar City consortium thank you for your valuable participation in this important project.

# Home Energy Consultation: Terms and Conditions

## Definitions

“**Big Switch Projects**” means Big Switch Projects Pty Ltd (ABN 47 092 703 672).

“**Adelaide Solar City Project**” means the project that is part of the Commonwealth government Solar Cities Programme to trial new sustainable models for electricity supply in the Blacktown City area.

“**Customer**” or “**I**” or “**me**” means a person eligible to participate in the Trial who purchases an Insulation Package and who has agreed to be bound by the terms of this agreement.

“**Form**” means the “Home Energy Consultation Customer Agreement” form, signed by Customer. The Form and these terms and conditions together constitute the agreement between Customer and Big Switch Projects.

“**Home Energy Consultation**” means the activity, report and any materials supplied or installed with the assistance of Big Switch Projects.

“**Trial**” means the programme for the supply of the a home energy audit known as “Home Energy Consultation” by Big Switch Projects as part of the Adelaide Solar City Project in accordance with this agreement.

## 1. Supply of Home Energy Consultation

- (a) The consultation must be conducted at a residential dwelling owned or occupied by the Customer.
- (b) I understand that: a) this offer is limited to the available stock of Home Energy Consultation Packages; b) only one Home Energy Consultation Package can be purchased per dwelling; and c) Big Switch Projects has the right at its discretion to refuse to conduct this service to a Customer, for any reason.
- (c) I understand that Big Switch Projects may contact me, for the purposes of verification of Home Energy Consultation; quality assurance; measurement surveys; Trial marketing and other Trial-specific purposes, up until 30 June 2013 regarding the Trial or the Adelaide Solar City project.
- (d) I agree to: a) authorise certain energy data collection in accordance with the Form; and b) participate in Trial surveys as reasonably required by Big Switch Projects from time to time.
- (e) I understand that Big Switch Projects may vary the terms of this agreement at any time without notice to me, and that the current terms and conditions of this agreement are available by contacting Big Switch Projects.

## 2. Limit of Liability

- (a) Big Switch Projects makes no express warranties under this agreement.
- (b) Big Switch Projects excludes from this agreement all conditions, warranties and terms implied by statute, general law or custom except any Non-excludable Condition.
- (c) Except for liability in relation to any Non-excludable Condition and liability under clause 2(e), Big Switch Project's total liability to Customer in contract, tort (including negligence), statute or otherwise is limited to the total amount paid by Customer for the Insulation Package. “**Non-excludable Condition**” means any implied warranty or condition the exclusion of which under the Trade Practices Act 1974 (“**TPA**”) would contravene that statute or cause part or all of the clause excluding the implied condition or warranty to be void.
- (d) For a breach of any Non-excludable Condition (other than one implied by section 69 of the TPA), Big Switch Projects' liability is limited, at Big Switch Projects' option, to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing any goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again the services in respect of which the breach occurred.
- (e) Except for liability in relation to breach of any Non-excludable Condition, Big Switch Projects excludes all liability to Customer for lost profits, lost revenue, lost savings, and any consequential or indirect loss arising out of, or in connection with, any goods or services, any claims by any third person, or this agreement, even if: (i) Big Switch Projects knew that loss was possible; or (ii) the loss was otherwise foreseeable.

## Privacy Collection Statement

**Big Switch Projects is committed to protecting your privacy.**

### Purpose of Collection

Premier Insulation, is contracted by Big Switch Projects to install ceiling insulation in your home as part of the Blacktown Solar City project. Big Switch Projects Pty Ltd is a member of the Adelaide Solar City consortium and contracted by the Commonwealth Department of Environment and Water Resources (DEW) under the Solar Cities programme. Big Switch Projects is required to submit raw data through Origin Energy to DEW to assist in policy development. DEW will comply with the Privacy Act 1988 (Cth) when it collects and uses any information collected from you. While every attempt will be made to remove any personal information from data submitted to DEW, identifying information may not be able to be removed in all circumstances. To the extent that such information cannot be removed, you are notified that the information you submit will be used to assist in:

1. the development of Commonwealth energy, environment and climate change policies by the Minister for the Environment and Water Resources, the Minister for Industry, Tourism and Resources, DEW and the Department of Industry, Tourism and Resources; and
2. the administration of the Solar Cities programme by DEW.

**We cannot provide you with Adelaide Solar City products or services without collecting this information.**

### Disclosure

Information collected from you will only be disclosed to employees, contractors or agents of Big Switch Projects and to the Adelaide Solar City consortium and DEW for the purposes outlined above. Big Switch Projects may also disclose your information to other members of the Adelaide Solar City consortium in order to provide you with information regarding other Adelaide Solar City products and services. We will only otherwise disclose the information you provide to third parties (including other Adelaide Solar City consortium members) where this is consistent with our obligations under the Privacy Act 1988 (Cth) and our Solar Cities contractual obligations to DEW. However, we will not disclose your information to any individual or entity outside the Adelaide Solar City consortium or who is not an approved business partner of the consortium without your permission.

If you do not wish to receive information about other Adelaide Solar City products or services, please tick the box provided under the “Customer Declaration” section of the Form.

### Access and more information

You may access the information we hold about you at any time on request by contacting the us on 1300 55 77 27 or email [adelaidesolarcity@bigswitch.com.au](mailto:adelaidesolarcity@bigswitch.com.au)