

ECG+ Membership Terms

CONFIDENTIAL

General Terms

1. MEMBERSHIP BENEFITS

- (a) The benefits provided under your membership are:
 - (i) Free call outs;
 - (ii) Twice yearly panel cleans;
 - (iii) System monitoring;
 - (iv) PV inverter testing; and
 - (v) 5% discount on additional services.**(Membership Benefits).**
- (b) These Membership Benefits are described in more detail in Schedule 1.
- (c) We will provide you your Membership Benefits when you ask for them.

2. TERM

2.1. Minimum Term

- (a) Your membership will start on the date that you agree to these terms (**Start Date**).
- (b) Your membership will end one year from your Start Date (**Minimum Term**).
- (c) If you cancel your membership early, you will have to pay a cancellation fee.

2.2. Automatic renewal

- (a) At the end of your membership, your membership will automatically renew for another Minimum Term.
- (b) We will notify you at least 14 days' prior to the end of any Minimum Term.
- (c) The Fees and the Membership Benefits for the new Minimum Term will be updated as set out on our website at the time of renewal. This may result in a change to your Fees and your Membership Benefits.
- (d) If you do not want to continue your membership, you can cancel as set out in clause 3.1.

3. CANCELLING YOUR MEMBERSHIP

3.1. Cancellation by you after the Minimum Term

- (a) You may cancel the automatic renewal of your membership by telling us that you want to cancel at least 3 days prior to the end of your Minimum Term. You will not need to pay a cancellation fee.
- (b) You can also cancel your membership during the first 14 days after renewal if you have not received any Membership Benefits during that time. You will not need to pay a cancellation fee.

3.2. Cancellation by you before the end of the minimum term

You can cancel your membership during your Minimum Term by providing 14 days notice to us. However, you will need to pay a cancellation fee equal to the total Fees remaining under your Minimum Term. This early cancellation fee covers our costs of providing your membership.

3.3. Cancellation for breach:

In addition to any other right to cancel, either party may cancel this membership, if:

- (a) the other party:
 - (i) is in material breach of their obligations and the breach cannot be fixed;
 - (ii) is in material breach of their obligations and fails to fix that breach within 30 days of being told about the breach in writing; or
 - (iii) is or appears likely to be unable to pay its debts when due or becomes insolvent; or
- (b) it becomes unlawful for the party to perform or comply with its obligations under these terms.

4. SUSPENSION OF YOUR MEMBERSHIP FOR SAFETY REASONS

- (a) Ensuring your safety and the safety of our team is our top priority. So, if at any time we think that there are safety concerns that prevent us from providing you any of your Membership Benefits, we may:
 - (i) notify you of the safety issue and require you to fix the safety issue; or
 - (ii) provide you a quote for us to fix the safety issue.
- (b) If you do not fix the safety issue or choose not to accept the quote for us to fix the safety issue, we may refuse to provide any Membership Benefit we don't believe can be provided safely.

5. FEES

5.1. Charges

- (a) You must pay the Fees.
- (b) We will begin charging you the Fees weekly from the Start Date.

5.2. Method of payment

- (a) You may only pay the Fees via direct debit or any other method we approve.
- (b) Where you make payments by debit card or credit card, we may store and update your card information for automatic payment of Fees.
- (c) Where you make payments by direct debit, we (or a debiting agent nominated by us) may direct debit you for the Fees.

5.3. Late payments

- (a) If you fail to pay any amount when due, we may:
 - (i) refuse to provide any of the Membership Benefits; and
 - (ii) charge you interest at the Interest Rate until you pay the unpaid amount.
- (b) If there are repeated failures to pay any amount when due, we may require you to pay the total Fees remaining under your Minimum Term as a once-off payment.

- (c) These rights are in addition to our other remedies.

6. YOUR RESPONSIBILITIES

6.1. Access

- (a) You agree to provide our team with access to your premises and all components of your solar system as required for us to provide your Membership Benefits. This includes access to the exterior grounds and rooftop of your premises as well as reasonable use of your facilities at the premises.
- (b) You warrant that you have the right to allow our team to access your premises and all components of your solar system. Including the right to authorise us to make changes to your solar system.
- (c) You acknowledge that if you do not provide access to your premises and all components of your solar system we may not be able to provide you with your Membership Benefits. We will not provide any compensation if we have to reschedule because you have not provided the relevant access.

6.2. Safety

- (a) You must provide a safe working environment for our team. This includes, making sure that your premises does not contain asbestos, infectious or contagious persons or similar hazards.
- (b) You must notify us you know of any unsafe conditions that could affect our team.
- (c) You acknowledge that our team may refuse to provide Membership Benefits if we think that your premises are not a safe working environment. We will not provide any compensation if we have to reschedule because of unsafe conditions.

6.3. Provision of information

You agree to provide us with any information we need to provide your Membership Benefits, including information about your solar system or the address of your premises.

7. OUR RESPONSIBILITIES

7.1. Provision of Membership Benefits

- (a) We will provide the Membership Benefits with due care and skill and as set out in these terms.
- (b) Our obligation to provide you the Membership Benefits are subject to availability and the conditions at your premises. For example, we cannot provide certain Membership Benefits if there is bad weather or safety concerns.
- (c) We will contact you about the first panel clean, but you need to contact us to organise all other Membership Benefits.

7.2. Things we are not responsible for

You acknowledge that we are not responsible for the condition of your premises, or the condition or performance of your existing solar system.

8. PRIVACY

Please see our privacy policy on our website (<https://www.ecgelectrical.com/policies>) for how we collect, use and disclose Personal Information.

9. AUSTRALIAN CONSUMER LAW

9.1. Non-excludable provisions

- (a) Nothing in these terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited (including under consumer protection laws).
- (b) If any guarantee, warranty, term or condition is implied or imposed by law and cannot be excluded (a **Non-Excludable Provision**), and we are able to limit your remedy, then our liability for breach of the Non-Excludable Provision is limited to the supplying of the services again, or the payment of the cost of having the services supplied again.

10. LIABILITY

10.1. Limitation of liability

Subject to clauses 10.3, each party's total liability to the other party for all loss suffered or incurred arising out of or in connection with these terms (whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis) is limited to the Fees paid or Payable by you in the 12 month period preceding the event giving rise to the loss.

10.2. Consequential loss

Subject to clauses 10.3, neither party is liable for, and no measure of damages will, under any circumstances, include:

- (a) indirect, consequential, special, incidental or punitive damages; or
- (b) damages for loss of profits, opportunity, revenue, sales, goodwill or loss of reputation, anticipated savings or business interruption;

whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

10.3. Uncapped losses

Nothing in these terms excludes or limits either party's liability for:

- (a) death or personal injury resulting from its breach of their obligations;
- (b) its fraud or fraudulent misrepresentation;
- (c) its deliberate wrongful misconduct;
- (d) its payment obligations; or
- (e) anything for which liability cannot be excluded or limited under applicable law.

10.4. Contribution

Each party's liability in relation to this membership (including under any indemnity) will be proportionately reduced to the extent that the other

party or its Personnel caused or contributed to the relevant liability.

11. DISPUTE RESOLUTION

11.1. Disputes

- (a) Except where a party seeks urgent interim relief, a party must not commence court proceedings in relation to any dispute or disagreement relating to these terms (**Dispute**) unless it has attempted to resolve the Dispute by way of negotiation.
- (b) All aspects of the negotiation must be kept confidential, and all communications during the negotiation are made on a without prejudice basis.
- (c) If the Dispute cannot be resolved within 20 business days, then either party may have recourse to litigation or other dispute resolution processes.

12. GENERAL

12.1. Notices

Each party will provide notices by sending an email to the other party's contact email address. Notice will be treated as received when the email is sent.

12.2. Force majeure

Neither party will be liable for any failure or delay in performance of its obligations to the extent caused by a Force Majeure Event.

12.3. Entire agreement

- (a) Nothing in these terms limits any liability either party may have in connection with any representations or other communications (either oral or written) made prior to or during the term of your membership, where such liability cannot be excluded.
- (b) Subject to clause 12.3(a), these terms supersede all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.
- (c) To the maximum extent permitted by law and subject to 12.3(a): (i) all express or implied guarantees, warranties, representations, or other terms and conditions relating to your membership or its subject matter, not contained in these terms, are excluded; and (ii) the parties must not rely on any representation made by the other party or any other person, except as expressly set out in these terms.

12.4. Severability

Any clause in these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the rest of the terms are not affected.

12.5. Subcontractors

We may use subcontractors to perform our obligations. We will remain responsible for the performance of our obligations.

12.6. Assignment

- (a) We may, without your approval, assign, novate or transfer any of our rights or obligations to any entity with the financial capacity to perform our obligations.
- (b) You may only assign, novate or transfer any of your rights or obligations to another person with our prior written approval, which will not be unreasonably withheld.

12.7. Rights of third parties

Each party enters into these terms in their own legal capacity and not as agent or trustee for any other person, and only the parties have the right to enforce these terms.

12.8. Survival

Any clause that is intended to survive cancellation of these terms will do so including, but not limited to, clauses 8 (Privacy), 10 (Liability), 11 (Dispute resolution) and 12 (General).

12.9. Relationship

We are an independent contractor. These terms do not form any partnership, joint venture, fiduciary, employment, agency or other relationship between the parties. Neither party has the power to bind the other.

12.10. Changes to these terms

These terms may only be varied by written agreement between the parties.

12.11. Governing Law

These terms and any dispute arising from these terms, whether contractual or non-contractual, will be exclusively governed by the laws of Canberra, Australia. Each party submits to the non-exclusive jurisdiction of the courts sitting in Canberra, Australia, including Federal Courts sitting in that State.

13. DEFINITIONS

The following words and expressions have the meanings given to them below:

Dispute has the meaning given in clause 11.1.

Fee means the fees for the Membership Benefits.

Force Majeure Event means fire, flood, earthquake, elements of nature or acts of God, epidemics, pandemics, wars, terrorist acts, site-specific terrorist threats, cyber-attacks and threats, riots, civil disorders, rebellions or revolutions, government orders, network communications failure or delay, or any other cause beyond the reasonable control of a party.

Interest Rate means the Reserve Bank of Australia's current official cash rate target plus 3 percent.

Membership Benefits means the services set out in clause 1.

Minimum Term has the meaning given in clause 2.1.

Non-excludable Provision has the meaning given in clause 9.1(b).

Payable means, in respect of Fees, the Fees for Membership Benefits which have been performed but not yet invoiced (calculated on a pro rata basis where required).

Personal Information has the meaning given to that term in the Privacy Act 1988 (Cth).

Personnel means any officer, employee, agent, contractor or subcontractor of the parties.

Start Date takes the meaning given in clause 2.1.

Schedule 1 – Service Description

Service	Description
1) Free call outs	<p>You are entitled to unlimited free call outs.</p> <p>A call out means a request by you for a member of our team to attend or visit your premises for the purposes of assessing or identifying an issue.</p> <p>The services provided at a call out are limited to assessing or identifying an issue and do not include repairs or other substantive work we might do when attending a call out. If we identify an issue while attending a call out, we may provide you with a quote for additional services to repair the issue.</p> <p>We may refuse to attend a call out where, in our reasonable opinion, a call out is not necessary for the purposes of assessing or identifying an issue.</p>
2) Twice yearly panel cleans	<p>You are entitled to two panel cleans per Minimum Term. We will schedule your first panel clean at membership sign up, you will then contact us to organise your second clean.</p>
3) System monitoring	<p>Provided that your solar system has an appropriate monitoring device installed. We will remotely monitor your solar system and provide a daily notification if there are any issues with your system.</p> <p>If your solar system does not have an appropriate monitoring device installed, we may provide you with a quote for additional services to install one.</p>
4) PV inverter testing	<p>We will conduct PV (anti-islanding) inverter testing as required by your energy distributor (once every 5 years).</p>
5) 5% discount on additional services	<p>ECG + customers receive a 5% discount on all quoted electrical energy efficient upgrades to the home where the membership is attached to.</p>