

1. Definitions

- **"Product"** refers to the Air-Conditioning System, Heat Pump Hot Water System, and any other energy efficient product or service detailed in the Quote.
- **"GST"** refers to the Goods and Services Tax as defined by the GST Act and associated legislation.
- **"Installer"** refers to the licensed contractor or their subcontractors responsible for the installation.
- **"Contract"** includes the Quote and these Terms and Conditions.
- **"Premises"** refers to the location where the Product will be installed.
- **"Price"** is the total amount payable by the client for the Product and Installation.
- **"Quote"** refers to the document detailing the Product, its price, and the installation cost provided by Green User.
- **"Victorian Energy Efficiency Target (VEET)"** refers to the Victorian-based energy Efficiency scheme initiated by the Victorian government in January 2009, which creates a market for tradable Victorian Energy Efficiency Certificates (VEECs).
- **"Victorian Energy Efficiency Certificates (VEECs)"** refers to certificates generated from verified energy-saving initiatives under VEET, issued by the Essential Services Commission (ESC) of Victoria.

2. OBLIGATIONS OF GREEN USER:

- **Installation Responsibility:** Green User is responsible for the installation of energy-efficient equipment (the Product) at the client's premises.
- **Compliance:** The installation will be performed by Green User or its authorized contractors, adhering fully to Australian standards.
- **System Verification:** Upon completion of the installation, Green User will perform comprehensive checks and testing to ensure that the system is functioning correctly and efficiently.
- **Safety Compliance:** Green User and its contractors will adhere to all relevant occupational health and safety regulations. They reserve the right to halt or refuse work if any safety risks are identified.
- **Victorian Energy Upgrades Assignment:** After the installation is completed, the client must complete and sign the Victorian Energy Upgrades Assignment Form, which assigns the Victorian Energy Efficiency Certificates (VEECs) generated from the installation to Green User as detailed in the form.

3. CANCELLATION AND DEPOSIT TERMS

- **Deposit Requirement:** To confirm your reservation or purchase, a non-refundable deposit is required. This deposit will be applied to the final cost of your air conditioning unit. If you cancel your reservation or purchase within 10 days of placing your order, the deposit will be refunded in full. Cancellations made after this 10-day period will result in the forfeiture of the deposit.
- **Cancellation by Green User:** Green User reserves the right to cancel or withdraw any quote at any time before the delivery and installation of the goods.
- **Terms and Conditions:** It is advisable to discuss any specific terms or concerns with our team in writing before proceeding. If you do not, your deposit will be deemed as acceptance of these terms.



4. PRICING DETAILS

- **Exclusions:** Standard quotes do not include items like wall mounting brackets, switchboard upgrades, condensate pumps.
- **Basis of Quotation:** The quoted price is based on the current rebate regulations and the information provided at the time of the quote. It does not include any adjustments for changes in regulations or unforeseen site conditions that could affect the final cost of installation.
- **Notification of Price Changes:** In the event of any changes to the quoted price, the customer will be notified before the commencement of work. The customer will then have the option to decide whether to proceed with the installation, with written or recorded phone confirmation required to proceed
- **Additional Charges:** Additional fees may apply if the installation requires more materials or services than initially quoted.
- **Compliance with Standards:** The installation of electrical products requires that the property's wiring and metering meet current Australian Standards. If they do not comply, additional costs may be incurred.

5. Installation Terms

- **Schedule Variability:** The installation schedule may be subject to change based on factors such as stock availability, installer scheduling, and material availability.
- **Liability:** Green User is not responsible for any damages or financial losses resulting from changes to the installation schedule, including rescheduling or cancellation initiated by Green User.
- **Rebate Eligibility:** If the information provided regarding existing heating units is found to be inconsistent with what is observed on-site, the rebate under the Victorian Energy Upgrades (VEU) program may be forfeited.
- **Gas Heater Decommissioning:** During the decommissioning of a ducted gas heater, the plumber will conduct a gas leak test. If a leak is found, regulations mandate that the gas supply be shut off until the issue is resolved. Green User's plumber can address the problem, with an on-site quote provided, or you may choose to engage your own plumber to fix the issue.
- **Cancellation Post-Decommissioning:** If you cancel the installation after the ducted gas heater has been decommissioned, Green User will not be responsible for reinstating the heater.



6. COMPLETION OF INSTALLATION

- **Payment Requirements:** Unless otherwise specified in writing, payment must be made in full without any deductions, withholdings, or offsets.
- **Final Payment:** The final balance is payable on the day of installation or as per the instalments plan agreed.
- **Warranty Resolution:** Warranty issues will be addressed promptly once payment for the completed installation has been received.
- **Late Payment Fees:** Any outstanding balance not paid within 30 days will incur a late fee 10% per month. After 30 days, the account will be referred to a Debt Collection Agency, and any costs associated with debt collection or legal proceedings to recover the outstanding amount will be charged to the customer.

7. VICTORIAN ENERGY UPGRADES PROGRAM DETAILS

- **Victorian energy upgrades Assignment:** By agreeing to these terms, you irrevocably assign any government rebate or incentive payments related to the goods to Green User. These payments will be considered part of the overall payment.
- **Documentation:** You are required to complete and sign all necessary documents to facilitate the assignment of the rebate.
- **VEU Program Discount:** By accepting a quote that includes a discount under the Victorian Energy Upgrades (VEU) program, you confirm that your home has a functioning gas heating system and is over two years old.
- **Decommissioning of Gas Heater:** Green User will decommission the existing ducted gas heater by capping off the gas supply to the unit,
- **Acknowledgment of Documents:** You acknowledge that you have received, read, and understood the VEU Code of Conduct, Statement of Rights, VEU Space Heating and Cooling Consumer Fact Sheet, and the Victorian Energy Upgrades Scheme Consumer Fact Sheet.
- **Installation Area:** The efficiency and performance of the air conditioning units may vary depending on the installation area.



8. MANUFACTURER WARRANTY AND PROCESS

- **Warranty Coverage:** A 5-year warranty is provided for the product.
- **Maintenance:** It is the homeowner's responsibility to perform maintenance as recommended by the manufacturer.
- **Issue Reporting:** To report a problem, contact our office by phone or email. You may be asked to provide video or photo evidence to assist in diagnosing the issue and determining the appropriate solution.
- **Manufacturer Faults:** If a fault with the product is identified, it may be escalated to the manufacturer. Green User is not responsible for the manufacturer's response time but will follow up and act in good faith.
- **Resolution Process:** If any errors are found upon completion, the customer agrees to allow Green User a reasonable period to resolve the issue.
- **IF Condensate Pumps Installed:** Regular servicing is required for condensate pumps. These pumps are not covered under the standard warranty unless explicitly stated.

9. INDEMNITY:

- The client agrees to indemnify and hold harmless Green User, including its employees, directors, officers, and agents, from any claims, losses, damages, costs, or expenses of any kind arising from a breach of contract, negligence, or wilful misconduct by the client in fulfilling or failing to fulfill their obligations under this agreement.

10. JURISDICTION:

- This agreement will be governed by all applicable state and federal laws in Victoria, Australia. Both parties agree to submit to the exclusive jurisdiction of the courts of Victoria. In any legal action or proceeding to enforce or interpret any rights or remedies under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and other related expenses.

11. DOCUMENTS & POLICIES:

- For the VEU Program Overview, VEU Code of Conduct, VEU Fact Sheet & GREENUSER Dispute Resolution Process, visit the following URL - <https://www.greenuser.com.au/policies>

