

## Terms & Conditions- Supply and Installation of Air Conditioners

1. **(REPS Offer Validity)** Offer is valid until 30th November of the current calendar year unless sold out prior.
2. **(REPS Offer Availability)** All offers are available in metropolitan Adelaide, climate zones 4-5. Regional areas and properties in climate zones 6 may be subject to a wait period, availability of a MAC TS representative and additional charges. The customer should contact MAC TS to confirm that MAC TS can service the customer area.
3. **(Standard Installation)** The advertised price is for a standard installation, which includes a back-to-back installation comprising up to 3m of pipework and 15m of cabling back to the switchboard on a single-story brick veneer home or small business.
4. **(Variations)** The installer will confirm the final total price payable, including any additional charges, following a site visit or on the day of installation. Any changes in location or variations to the original installation plan may incur additional charges. Changes in location post-completion of the Works may incur additional charges.
5. **(Australian Standards)** Quotations include an installation compliant with AS/NZS 3000:2018 Wiring Rules.
6. **(Site Assessments)** Only one complimentary site assessment is provided; any subsequent assessments will incur a fee.
7. **(Direct Installation)** Where no Site Assessment takes place prior to the Installation, the Customer acknowledges and agrees that MAC TS has agreed to undertake the Works on the Property on the basis of information provided by the Customer to MAC TS (As outlined in the Quotation). The quoted price is subject to a final on-site technical review by MAC TS which will be undertaken following the acceptance of the Contract. If and to the extent that MAC TS discovers after signing of this Contract circumstances that were not readily apparent from the information provided by the Customer to MAC TS, the Customer agrees that MAC TS will be entitled to revise its Quotation for the Works in order for MAC TS to complete the Works and/or be satisfied that the performance of the completed Works at the time of such completion will not be adversely affected. If the Customer does not approve of the revised Quotation or MAC TS determines that such circumstances cannot be rectified or addressed to MAC TS's satisfaction by a variation to the Works and Quotation, then MAC TS may terminate this Contract by written notice to the Customer and refund within 14 days all monies paid by the Customer to MAC TS under this Contract, less any monies determined by MAC TS as being payment for the part of the Works that have been completed and/or for which the Customer has received a benefit.
8. **(Latent Site Conditions)** Any pre-existing site issues with electrical wiring, water leaks, electrical capacity, structural problems or any other site related issues are the responsibility of the Customer and may require repair prior to an air-conditioning upgrade being undertaken by MAC TS. Additional costs may be incurred by the Customer due to;
  - a) inadequate power supply for installing the air conditioning system;
  - b) switchboard upgrade;
  - c) access requires additional equipment/tools such as scaffolding, scissor lift, extension ladders, light generators.
9. **(REPS Eligibility)** Offer applies to new air-conditioner installations and replacements of non-working units. Replacement of working units is only eligible for Priority Group or Hardship Group households. If the building is leased, the Customer will require approval from the landlord and this approval must be provided to MAC TS prior to the Works being scheduled. The Customer understand that these Works are a REPS activity, and for general households, each REPS activity can only be performed once in your home or business unless permitted in the activity's specifications. For example, multiple units can be installed, but this must occur in the same visit. Priority Group or Hardship Group households may be eligible to have an Air Conditioning activity delivered twice per premises.
10. **(REPS Credits)** To receive the discounted upgrade, the Customer must sign the REPS Activity Summary and REPS Activity Record on or before the day of Installation. This assigns MAC TS the right to be the Activity Provider for the purpose of the REPS, so REPS Credits can be created.
11. **(Priority and Hardship Group Customers)** The REPS discount may be greater for Priority or Hardship Group customers. You will need to provide proof of your Priority or Hardship Group status before an installation can take place, and it must be valid at the time of installation in order to qualify for the increased discount. If a customer has received a discounted Priority Group rate but cannot provide evidence of eligibility, they will be subject to pay the full general household rates.
12. **(Scheduled Installation Date)** Installation date and times will be confirmed once all minimum documentation requirements are met, and the deposit paid.
13. **(Deposit)** Minimum deposit is 10% of the Quotation. Deposit must be received by MAC TS before Installation date is confirmed.
14. **(Balance)** The balance outstanding must be paid in full on the day of installation. Customers are encouraged where possible and where able to use a cashless payment. If a REPS discount has been applied to the Quotation or invoice but the credits cannot be created due to duplicate status, customer not signing the REPS documentation, restricted access for audit or any other reason, the value of the REPS discount will be charged to the customer in full.
15. **(Site Access)** Parking and access must be provided to the installers working on site. If no parking spaces can be provided, additional costs may apply. Installers are to be provided with full access to the upgrade areas on the day the Works will be undertaken. It is the Customer's responsibility to move any vehicles, equipment, furniture, or obstructions from the floor area to ensure the installation is free from any safety hazard. It is the customers responsibility to secure animals away from installers and access points during assessment and installation. It is the Customer's responsibility to ensure any MAC TS representative is informed of any site-specific safety inductions and emergency procedures. The Customer will be required to disclose any site pre-inductions required at the time of Quotation acceptance to ensure the appropriate time is allowed for undertaking the Works.
16. **(No Access Charge)** Failure to provide access or a safe working environment may result in cancellation of the job, a no access fee or additional site visit fee.

17. **(Disposal)** The Quotation includes all costs associated with the removal and recycling of the old replaced equipment. In accepting the Quotation from MAC TS, the Customer agrees and understands that the removal and disposal of the old equipment is a requirement of the REPS and cannot be retained for future use post upgrade.
18. **(Warranties)** MAC TS warrants the Works being undertaken for the Customer.
- Products are covered by a 5-year manufacturers product warranty from the date of installation.
  - Products may be required to be returned to the original manufacturer in case of failure for assessment and replacement.
  - All Works undertaken come with a 2-year installation workmanship warranty from the date of installation.
- For any matters related to product or workmanship warranty, it is the responsibility of the Customer to notify MAC TS. In the case that the customer contacts MAC TS in relation to a warranty claim but it is found that there is no fault in the product or that the fault is unrelated to the installation services, the customer may be charged the cost of the call out and inspection.
19. **(Exclusion of Liability)** MAC TS excludes all liability for any loss of income, issue or concern arising out of the product warranty and replacement process. MAC TS excludes all liability for any additional work or repairs that the customer may carry out to the new air conditioner post installation. The workmanship warranty will be waived in the instance that the air conditioner has been altered, removed, exposed to weather beyond its' design specifications, repaired, or not maintained in the way it was installed by a different contractor or by the customer post installation.
20. **(Defects)** In the case that on completion of the Works, a defect is identified by the Customer, or the products are not performing as per the Quotation, MAC TS will rectify the defect within a reasonable timeframe.
21. **(Damage to property)** Any damage caused to the site during upgrade by MAC TS or a representative of MAC TS during the Works, must be reported to MAC TS within 30 days of completion of the Works to manage and facilitate the repair through our preferred provider at the earliest available time.
22. **(Data Privacy)** The Customer understands and agrees that their details may be shared with the Energy Retailer and Regulator for auditing, reporting or other purposes. MAC TS will collect, hold, use and disclose personal information in accordance with its privacy policy which can be located at <https://mactradeservices.com.au/privacy-policy>
23. **(Post Install Audit)** The Customer agrees to allow access to their site for a workmanship or quality audit carried out by a MAC TS representative, Energy Retailer representative, Regulator representative or independent auditing body for the purposes of administering the REPS on request.
24. **(Dispute Resolution)** If the Customer or MAC TS considers that a dispute has arisen in relation to any matter governed by this Proposal, that party must give the other party written notice outlining the basis of the dispute. The parties must then meet in an effort to negotiate a resolution of the dispute on terms consistent with the provisions of this Quotation. Notwithstanding the existence of a dispute, the Customer must still comply with its obligations to pay MAC TS in accordance with the terms of this Quotation. MAC TS's Complaint Handling and Dispute Resolution Procedure is located on our website <https://mactradeservices.com.au>
25. **(Governing Law)** this Contract shall be governed by the laws of South Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of that State.
26. **(Consumer Guarantees)** Our goods and services 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 of damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure. If the failure is minor, we reserve the right to offer to repair only.
27. **(Acceptance of Terms and Conditions)** By paying a deposit and proceeding with the installation, customers agree to abide by these terms and conditions. It is the Customer's right not to proceed with obtaining the energy productivity activity, but by signing a declaration provided by MAC TS before any on-site work begins, they consent to the installation.

## Definitions

The terms set out below shall have the following meaning when used throughout the above Terms and Conditions:

**Balance** means the Contract Price less any Deposit received by MAC TS for the Works;

**Customer** means the person named in the Quotation and Invoice, and to whom the Quotation and Invoice is addressed;

**Energy Retailer** means the Obliger Energy Retailer as defined under the REPS Code.

**Hardship Group** means the meaning given to Priority Group Customer;

**MAC TS** means MAC Energy Efficiency Group Pty Ltd t/a MAC Trade Services, ABN 95 612 163 783, Unit 2, 134 Fullarton Road, Rose Park SA 5067, SA - Builders License Number BLD322897;

**Priority Group Customer** is defined as a person who:

- holds a Commonwealth Government Pensioner Concession Card, Health Care Card (including a Low-Income Health Care Card), TPI or War Widows Gold Repatriation Health card, Gold Repatriation Health Card (EDA), or
- receives the South Australian Government Energy Bill Concession, or
- participates in an Energy retailer hardship program or payment plan (offered and applied as per section 50 of the National Energy Retail Law), or
- receives an SA Government Energy Concession, or
- has received a referral from a registered member of the SA Financial Counsellors Association (SAFCA), or
- resides in a rental property where the weekly rental is \$500 per week or less.

**Quotation** means the formal document or such other form provided with these terms and conditions, outlining the goods being offered to the Customer by MAC TS, the estimated date for completion of the Works, and the proposed total price for those goods;

**REPS** means the Retailer Energy Productivity Scheme;

**Regulator** means ESCOSA (Essential Services Commission of South Australia) who are the administrator for the REPS

**Works** means the supply and install of reverse cycle air conditioner fittings/equipment as agreed to by the Customer and any associated components or parts as described in the Quotation, and the provision of the services necessary to install them.