

Professional Home Electricity Audit Service

TERMS AND CONDITIONS:

1 - Supply of Home Electricity Auditing Service

- 1.1 We will provide you with the Service on the terms and conditions of this Agreement.
- 1.2 Subject to this Agreement and to you complying with your obligations under this Agreement, you are entitled to receive the Service.

2 - Charges for the Service.

- 2.1 The task of performing the initial metering and billing analysis along with the on-site in-home electricity audit visit, will be known as the Service.
- 2.2 Current charges for this Service are posted on the [ASSESSMENT](#) page of our website.
- 2.3 A deposit equivalent to the charges for our [METERING & BILLING SERVICE](#) will be asked for to secure the Service. Our Metering & Billing Service fee is asked for, so we can commence the analysis of your electricity metering and billing prior to the site visit. The balance of the Service charge will be due on the day of the Service, at the end of the on-site visit.

3 - Operation of the Service

The Service operates as follows:

- 3.1 You make a booking for the Service.
- 3.2 We will then forward you a [HOME ELECTRICITY APPLIANCE](#) form and ask to you to return it with up to four past electricity bills for analysis.
- 3.3 Once we have received your electricity bills and metering information, at this time if not beforehand we will ask you for payment for the [METERING & BILLING SERVICE](#). Once payment is settled we will proceed to analyse your electricity bills and metering.
- 3.4 We will visit the Premises to perform the Service, at the time agreed during the booking.
- 3.5 During our visit we may review certain features of the Premises, electrical appliances used on the Premises and ask you about your energy consumption usage patterns.
- 3.6 We will collect any information we feel fit to place us in a position to compile and provide you with a written Home Electricity Audit report, containing recommendations to improve the energy efficiency and reduce the costs of power for the Premises.

4 - Terms and Cancellation

- 4.1 This Agreement commences from the Booking Date for the Service.
- 4.2 Where the agreed date and time for the Service becomes unworkable, we ask you to [CONTACT US](#) asap on 02 8064 3992 [at least 24 hours prior to the Service] so we can re-schedule the Service.
- 4.3 If you choose to cancel the Service for whatever reason and do not wish to re-book the Service, before we have started any metering and billing analysis then there is no charge.
- 4.4 If you choose to cancel the Service on the day of the Booking where we are already in transit to your home, we will charge you a Cancellation fee of \$100.

5 - Warranties and limitation of liability

- 5.1 Except for any guarantee, condition or warranty implied by law which may not be excluded, restricted or modified, we make no representations, guarantees, conditions or warranties, express or implied, under this Agreement.
- 5.2 If the Australian Consumer Law implies terms into your Agreement which cannot be excluded by us but may be limited, our liability for a breach of those terms is limited to supplying the Service again.

5.3 Without limitation to clause 5.1 and 5.2, we do not represent, guarantee or warrant that the data made available from the Service will be complete, accurate or up to date.

5.4 We are not liable for:

(a) any implemented recommendations not producing a particular result in energy consumption or cost for you; or (b) any Loss, however caused (including negligence), suffered or incurred in connection with this Agreement, including any Loss suffered or incurred in connection with the use of this Service.

6 - Definitions and interpretation

6.1 The following words and expressions have the corresponding meanings in this Agreement.

Australian Consumer Law means the Competition and Consumer Act 2010.

Agreement means the agreement of both parties with these terms and conditions.

Loss means any damages, losses, claims, causes of action, demands, liability, expenses and costs including any direct or indirect loss of profit, revenue or goodwill and any other indirect, consequential, economic and other special losses or damages.

Personal Information means information about:

(a) the supply of electricity to you

(b) meter readings and meter registrations connected with your supply points; or

(c) any other personal information regarding you.

6.1 In this Agreement, wherever “including” or any other form of that word is used, it must be construed as if it were following by “(without being limited to)”.

7 - Privacy

You consent to us using and disclosing personal information to carry out our responsibilities or exercise our rights under this contract and as detailed in our privacy policy which is available at www.aussiehomeenergy.com.au

8 - General

8.1 We may amend these terms and conditions from time to time by notice posted on the website operated by us at www.aussiehomeenergy.com.au, including pages within that site (or such other site(s) as may be nominated by us from time to time) effective from the time of posting.

8.2 To the extent of any inconsistency of these terms and conditions, these terms and conditions prevail to the extent of the inconsistency.

8.3 This Agreement is the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all other statements, representations, arrangements, understandings and agreements, whether oral or in writing.

8.4 You must not assign, license or otherwise transfer any of your rights or obligations under this Agreement in whole or in part.

8.5 You acknowledge that:

(a) We may be reconstituted, renamed, dissolved, replaced or restructured and some or all of our powers, functions, assets, liabilities or responsibilities (the Aussie Home Energy Assets) transferred to or vested in another entity;

(b) any such change to the Aussie Home Energy assets may involve amendment to the your rights and obligations under this agreement; and (c) you will not have, and we will not be liable for, any claim as a result of the changes to the Aussie Home Energy assets.

**Independent Power Auditing Services
Aussie Home Energy [ABN 89 945 871 580]**