

# SERVICE AGREEMENT TERMS & CONDITIONS

## 1. YOUR SERVICE

- 1.1. We will provide the service as described in this Agreement.
- 1.2. Your service comprises:
  - (a) the services described in the Contract Details;
  - (b) arranging the service visit;
  - (c) travel to and from your Site; and
  - (d) labour for the period outlined in the Contract Details (in minutes), not including travel time.
- 1.3 You authorise us to carry out the service as described in this Agreement.

## 2. WHAT YOUR SERVICE DOESN'T INCLUDE

- 2.1 Your service does not include:
  - (a) work needed to gain safe, convenient and unhindered access (such as removal of fencing or vegetation);
  - (b) electrical work where a certificate of electrical safety is required, unless otherwise specified in the Contract Details; and
  - (c) repeat visits, except if this is needed because we were at fault.

## 3. YOUR OBLIGATIONS

- 3.1 You must:
  - (a) pay the service fee set out in the Contract Details;
  - (b) ensure that we have safe, convenient and unhindered access to the Site where the service will be carried out (eg if required you must remove fencing or hedging);
  - (c) ensure that there is a responsible adult (18 years or older) on Site with the authority to deal with us, unless agreed otherwise with us;
  - (d) reasonably cooperate with us to enable us to carry out the service; and
  - (e) ensure that we are able to carry out the service without affecting any warranty that may apply to a product at your Site and you accept full responsibility for any warranty which is void due to us performing the service.

## 4. FURTHER WORK

- 4.1 If we recommend work in addition to the service, such as replacement or installation of a product or additional repairs, we will provide you with an obligation free quote for such further work.

## 5. SAFETY

- 5.1 We will not work in unsafe conditions and may suspend or cancel the service if we believe it is unsafe to perform it.

## 6. CANCELLATION

- 6.1 You may cancel this agreement at any time before we start providing the service. However, if you cancel less than 24 hours before we are due to provide the service, the cancellation fee outlined in the Contract Details may apply. If you cancel this agreement, we will refund any amounts you have paid, less any cancellation fee. Once we start providing the service, the service fee is not refundable.
- 6.2 We may cancel this agreement at any time. Subject to clause 6.3, if we cancel this agreement, we will refund any amounts you have paid for the service.
- 6.3 If we cancel this agreement because you have not complied with your obligations or because conditions at the Site are unsafe, we will refund any amounts you have paid, less any cancellation fee.

## 7. OTHER RIGHTS

- 7.1 If we installed your product (being the product or system on which the service is to be performed) and when the service is carried out we find that the work is fully covered under a valid manufacturer's warranty or your non-excludable statutory rights, any amount you have paid for the service will be refunded. Nothing in this agreement limits, modifies or excludes your statutory or manufacturer's rights.

## 8. WARRANTIES AND LIABILITY

- 8.1. We will provide the warranty referred to in the Contract Details. Except for that warranty and any warranty or guarantee required or implied by law, we give no warranty or guarantee in relation to the service.
- 8.2 We will take reasonable care to avoid causing any injury or damage to property. To the extent permitted by law, our liability to you in connection with this agreement (including as a result of negligence or any warranty provided under this Agreement or implied by law) is limited to: (a) the replacement of the services or the supply of equivalent services; or (b) the cost of replacing the services or of acquiring equivalent services.
- 8.3 To the extent permitted by law, we do not accept liability to you for:
  - (a) loss of profits or revenue or anticipated savings;

- (b) loss or denial of opportunity,
- (c) any losses caused by you (eg through your negligence); (d) losses resulting from your failure to take reasonable steps to avoid or minimise your loss;
- (e) special, incidental or punitive damages; or
- (f) any loss or damage arising from special circumstances that are outside the ordinary course of things, however that loss or damage arises or regardless of the basis on which a claim is made (even if breach of contract, law or negligence).

## **9. TITLE**

- 9.1 Where applicable, title to any equipment provided as part of your service will pass to you at the point in time immediately prior to it being installed at your Site.

## **10. PRIVACY**

- 10.1 We collect, use, hold and disclose your personal information in order to provide you with services. We may disclose this information to our related companies, our agents and contractors (such as mail houses, data processors and debt collectors), your distributor, relevant government authorities, other energy retailers and, in certain circumstances, a credit reporting agency. If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties. Our detailed privacy statements are available at [originenergy.com.au/privacy](http://originenergy.com.au/privacy). Please contact us to request a paper copy.

- 10.2 From time to time we'll let you know about our products and offers, even after this agreement ends. If at any time you decide you don't want to receive these offers, please let us know. You can do so by calling us on 13 24 62 or write to Origin Opt Out, Reply Paid 1199, GPO Box 1199, Adelaide, SA, 5001. We'll keep providing you with these offers until you tell us otherwise.

## **11. GENERAL**

- 11.1 'We', 'Us' and 'Our' mean the Origin entity stated in the Contract Details. "You" means the customer stated in the Contract Details. "Site" means the site listed in the Contract Details.
- 11.2 This Agreement is made up of the terms and conditions in this document and the Contract Details (provided to you with this document).
- 11.3 We use qualified and trained contractors to carry out the service.
- 11.4 This Agreement is governed by the laws of the State in which the Site is located.