

INSTAPWR TERMS & CONDITIONS OF TRADE

Issued by: TwelveFourTwelve Enterprises Pty Ltd (ABN 15 600 183 033)

Trading as: Instapwr Electrical Services and Instapwr Solar

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Supersedes all previous versions

1. Entity & Contracting Party

1.1 Contracting Entity

These Terms and Conditions are issued by TwelveFourTwelve Enterprises Pty Ltd (ABN 15 600 183 033), trading as Instapwr Electrical Services and Instapwr Solar (hereafter referred to as "Instapwr").

1.2 Scope of Application

These Terms and Conditions apply to all electrical, solar, battery, inspection, repair, maintenance, reporting, cleaning, decommissioning, and associated services supplied by Instapwr to the Client, unless otherwise agreed in writing.

1.3 Client Definition

For the purposes of these Terms and Conditions, "Client" means any individual, company, builder, insurer, agent, property manager, body corporate, or authorised representative requesting, approving, or receiving services from Instapwr.

1.4 Binding Agreement

A binding agreement between Instapwr and the Client is formed upon the earliest occurrence of any of the following:

- a) written acceptance of a quotation issued by Instapwr;
- b) approval of works via email, ServiceM8 approval, electronic acceptance, or purchase order;
- c) booking confirmation of services requested by the Client;
- d) commencement of works by Instapwr at the Client's request; or
- e) acceptance of an inspection, report, or deliverable prepared by Instapwr.

1.5 Authority to Act

The Client warrants that any person requesting, approving, or instructing works on behalf of the Client has full authority to enter into this agreement and to bind the Client to these Terms and Conditions.

1.6 Trading Names and Brand References

References to Instapwr include all services delivered under the trading names Instapwr Electrical Services and Instapwr Solar.

Use of alternate branding, reporting templates, or service divisions does not create a separate contracting entity unless expressly stated in writing.

1.7 Relationship of Parties

Nothing within these Terms and Conditions creates any partnership, joint venture, employment, or agency relationship between Instapwr and the Client. Instapwr acts solely as an independent contractor.

1.8 Variation of Terms

Instapwr may update these Terms and Conditions from time to time. The version in effect at the date of quotation, booking, or commencement of works shall apply unless otherwise agreed in writing.

1.9 Severability is governed by Clause 31.2.

2. Definitions

2.1 Client

"Client" means the person, company, builder, insurer, agent, property manager, body corporate, or other entity engaging Instapwr to perform Works, including any authorised representative acting on their behalf.

2.2 Works

"Works" means all labour, goods, materials, reporting, inspections, testing, installation, commissioning, repairs, maintenance, cleaning, fault finding, replacements, and services supplied or performed by Instapwr.

2.3 Site

“Site” means the property, premises, structure, or location at which the Works are performed or intended to be performed.

2.4 Quote

“Quote” means any quotation, proposal, estimate, scope of works, work order, or pricing documentation issued by Instapwr.

2.5 Job Management System (JMS)

“Job Management System (JMS)” means Instapwr’s internal scheduling, documentation, approval, and job control platform used to allocate labour, resources, communication, reporting, and administration associated with the Works.

2.6 Goods & Materials

“Goods & Materials” means all equipment, components, products, consumables, hardware, software, and associated items supplied by Instapwr in connection with the Works.

2.7 Variations

“Variations” means any change to the agreed scope, quantities, design, access requirements, Site conditions, timing, materials, safety requirements, or Client instruction occurring outside the original Quote.

2.8 Emergency Works and Make-Safe Works

“Emergency Works” means Works requiring immediate attendance due to an actual or reasonably suspected risk to electrical safety, persons, property, critical services, or where leaving the condition unattended may cause escalation of damage, hazard, or loss.

“Make-Safe Works” means temporary Works undertaken to remove, isolate, reduce, or control an immediate hazard or risk, including temporary isolation, disconnection, bypass, temporary supply, temporary protection, or other interim measures. Make-Safe Works are not permanent rectification and do not constitute full repair, compliance rectification, or final commissioning unless expressly stated in writing by Instapwr.

2.9 Interpretation

- a) Headings are for convenience only and do not affect interpretation.
- b) Words importing the singular include the plural and vice versa.
- c) A reference to a person includes a company, partnership, trust, government authority, or other legal entity.
- d) References to written communication include email, electronic acceptance, JMS approvals, and digital correspondence used in the ordinary course of Instapwr operations.
- e) Where a word or phrase is defined, its grammatical variations have corresponding meanings.
- f) Any obligation on the Client not to do an act includes an obligation not to permit that act to occur.

3. Acceptance of Agreement

3.1 Acceptance Methods

The Client is deemed to have accepted these Terms and Conditions and entered into a binding Agreement with Instapwr upon the occurrence of any of the following:

- a) written acceptance of a Quote issued by Instapwr;
- b) confirmation of a booking or request for Works to proceed;
- c) issuance of a purchase order, work order, or instruction to proceed;
- d) payment of a deposit, progress payment, or invoice;
- e) acceptance of a Report, inspection, or deliverable prepared by Instapwr; or
- f) commencement of Works by Instapwr at the Client’s request or with the Client’s knowledge.

3.2 Binding Effect

Upon acceptance in accordance with Clause 3.1, these Terms and Conditions become legally binding on the Client and shall apply to all Works performed by Instapwr unless expressly varied in writing by Instapwr.

3.3 Authority and Representation

The Client warrants that any person providing acceptance, approval, booking, or instruction on behalf of the Client has full authority to bind the Client to this Agreement.

3.4 Conflict of Terms

These Terms and Conditions prevail over any terms and conditions issued by the Client, including purchase order terms, subcontract agreements, or builder conditions, unless Instapwr expressly agrees in writing to the alternative terms.

3.5 Ongoing Application

Where the Client engages Instapwr for multiple jobs, projects, or Sites, these Terms and Conditions shall apply to all subsequent Works unless Instapwr expressly agrees otherwise in writing.

4. Work Requests & Booking Method

4.1 Accepted Booking Methods

Requests for Works must be submitted via Instapwr's nominated online booking system, official nominated email address, or other written communication channel approved by Instapwr. Instapwr is not obliged to act upon verbal instructions unless subsequently confirmed in writing.

4.2 Confirmation of Bookings

A booking is only considered confirmed once written confirmation has been issued by Instapwr via official email, SMS, Job Management System (JMS) notification, or other written communication issued by Instapwr.

4.3 Phone Communication

Phone conversations, voicemail messages, text messages, or informal discussions do not constitute booking confirmation, contractual acceptance, variation approval, or authorisation to proceed unless confirmed in writing by Instapwr.

4.4 Accuracy of Booking Information

The Client is responsible for ensuring all booking details provided are accurate and complete, including Site address, billing details, purchase order references, access requirements, hazards, and description of Works required. Instapwr is not liable for delays, additional costs, or rescheduling resulting from incomplete or inaccurate information.

4.5 Right to Decline or Reschedule

Instapwr reserves the right to decline, delay, or reschedule bookings where sufficient information has not been provided, access is restricted, safety risks are identified, required approvals are not obtained, or resources are unavailable.

4.6 Emergency & Make-Safe Works

For the purposes of these Terms, Emergency Works and Make-Safe Works have the meaning set out in Clause 2.8. Emergency or make-safe attendance is subject to availability and cannot be guaranteed. Instapwr may undertake reasonable make-safe Works without prior quotation where immediate action is required to protect persons, property, or electrical safety.

The Client acknowledges that emergency attendance, fault finding, temporary repairs, and make-safe Works may be chargeable regardless of whether permanent rectification proceeds.

Emergency make-safe works are temporary in nature and do not constitute permanent repair or compliance rectification.

4.7 Direct Contact with Employees & Contractors

The Client must not arrange, instruct, or request Works including emergency or make-safe attendance directly with Instapwr employees, subcontractors, or representatives via phone, text message, social media, or informal communication channels.

All instructions, bookings, variations, and emergency requests must be submitted through Instapwr's approved booking or communication channels.

Instapwr accepts no responsibility for Works arranged outside these channels, including undocumented attendance, scope misunderstandings, safety risks, or associated costs.

4.8 Contact Attempts and On Hold

Instapwr will make two (2) reasonable contact attempts to confirm access, attendance, booking details, or required approvals. If the Client cannot be contacted after two (2) attempts, the job may be placed On Hold and removed from the schedule until the Client re-initiates contact through Instapwr's approved channels. Where the Client is a builder, insurer, or authorised representative, Instapwr may notify the relevant coordinator that the job is On Hold due to inability to confirm contact or access.

4.9 Additional Contact Attempts Fee

Any contact attempts by Instapwr beyond the initial two (2) attempts are chargeable at \$45 + GST per additional contact attempt, including calls, SMS, emails, or coordination messages made for the purpose of confirming access, scheduling, approvals, or attendance.

4.10 Business Hours

Instapwr's standard business hours are Monday to Friday, 7:00am to 4:00pm, excluding public holidays. On Wednesdays, standard business hours end at 3:00pm.

4.11 Staged Works and Reconnect Timing

Where Works are staged and require a disconnect and later reconnect, the reconnect portion must be ready by 2:00pm (or 1:00pm on Wednesdays) unless otherwise agreed in writing. Where reconnect is required after these times, after-hours rates may apply.

4.12 Charge-Up Day Minimum (Charge-Up Jobs Only)

For charge-up Works where attendance and labour time for a single day is six (6) to eight (8) hours, Instapwr may charge a full eight (8) hour day at the applicable charge-up rates. This clause applies to charge-up Works only and does not alter fixed-price quotation arrangements.

4.13 Late-Day Emergency Engagement

Where emergency engagement is requested after 2:00pm (or 1:00pm on Wednesdays) and the Works are likely to extend beyond standard business hours, after-hours rates apply.

4.14 After-Hours and Emergency Engagement Acknowledgement

Where the Client requests attendance outside Instapwr's standard business hours, or where the nature of the fault, hazard, or Site condition reasonably requires urgent attendance, the Client acknowledges that after-hours or emergency rates apply in accordance with Clause 8.

The Client accepts that immediate attendance may occur prior to detailed quotation or cost confirmation where delay could result in safety risk, property damage, service interruption, or escalation of the fault.

Attendance by Instapwr in response to an after-hours or emergency request constitutes acceptance by the Client of the applicable after-hours or emergency pricing framework.

5. Purchase Orders & Authority

5.1 Written Instruction Requirement

Where applicable, Instapwr must receive a valid purchase order, written instruction, approval email, or other formal authorisation from the Client prior to commencement of chargeable Works.

5.2 Authority to Incur Costs

The Client warrants that any instruction to proceed with Works constitutes authority for Instapwr to incur labour, material, administration, and associated costs necessary to perform the Works.

5.3 Right to Delay or Refuse Works

Instapwr reserves the right to delay, suspend, or refuse Works where formal authorisation, purchase order, or sufficient written approval has not been provided.

5.4 Builder, Insurer, and Third-Party Instructions

Where the Client is acting on behalf of a builder, insurer, property manager, strata, or other third party, the Client remains responsible for ensuring appropriate authority and funding approval is obtained prior to Works commencing.

Instapwr accepts no liability for delays, additional costs, or incomplete Works resulting from funding approval delays or third-party authorisation requirements.

5.5 Emergency and Make-Safe Exception

Notwithstanding Clause 5.1, Instapwr may undertake emergency or make-safe Works without prior purchase order where immediate action is reasonably required to protect persons, property, or electrical safety. Such Works remain chargeable to the Client.

5.6 Responsibility for Unauthorised Works

Where the Client instructs Works to proceed without confirmed purchase order, funding approval, or third-party authorisation, the Client accepts full responsibility for payment of all associated costs.

6. Client Payment Responsibility & Third-Party Engagement

6.1 Primary Payment Responsibility

The party engaging Instapwr to perform the Works is solely responsible for payment of all invoices issued by Instapwr, regardless of any third-party involvement, reimbursement arrangement, insurance claim, tenancy arrangement, or internal cost allocation.

6.2 No Transfer of Liability

The Client must not redirect, assign, defer, or otherwise transfer payment responsibility to any third party without Instapwr's prior written consent. Any such arrangement remains a matter between the Client and the third party and does not affect the Client's liability to Instapwr.

6.3 Builder, Agent, and Representative Engagement

Where Instapwr is engaged by a builder, property manager, real estate agent, insurer, strata manager, or other authorised representative, that engaging party remains the Client and is

responsible for payment, irrespective of property ownership, tenancy status, reimbursement arrangements, or third-party approvals.

6.4 Tenant or Occupier Access Failure

Where Works cannot proceed due to tenant, occupant, or site representative unavailability, refusal of access, cancellation, or failure to attend, any cancellation fees, abortive attendance charges, waiting time, or rescheduling costs remain payable by the Client.

6.5 Approved Credit Clients

Extended payment terms, deferred invoicing, or credit arrangements apply only to Instapwr-approved Clients at Instapwr's sole discretion. Approval of credit does not transfer payment responsibility away from the Client engaging Instapwr.

7. Pricing & Payment

7.1 C.O.D Requirement

Unless otherwise agreed in writing, all Works are supplied on a Cash on Delivery (C.O.D) basis. Where payment is not received immediately, the invoice shall be treated as overdue and subject to Clause 28, and payment is due immediately upon completion of the Works or upon invoice issue, whichever occurs first.

7.2 Payment Methods

Instapwr accepts payment via the following methods, unless otherwise agreed in writing:

- a) Electronic Funds Transfer (EFT) using invoice details provided;
- b) cash where permitted; and
- c) credit or debit card via Instapwr's authorised online invoice payment facility only.

Payment made to office staff, administration personnel, or via alternative methods will not be recognised unless issued through an official Instapwr invoice or authorised payment channel.

7.3 Credit Card Surcharge

Payments made by credit or debit card may incur a surcharge of 1.95% or such amount as reasonably reflects Instapwr's payment processing costs.

7.4 Deposits

Instapwr reserves the right to request deposits prior to commencement of Works, including for Goods & Materials procurement, labour allocation, project scheduling, custom fabrication, special-order items, or high-value installations.

Works may be delayed or rescheduled where required deposits are not received.

7.5 Retention of Title

Ownership of all Goods & Materials supplied by Instapwr remains with Instapwr until full payment of all invoices relating to those Goods & Materials has been received.

7.6 Recovery of Goods & Materials

Where Goods & Materials supplied by Instapwr remain unpaid in accordance with Clause 7.5, Instapwr reserves the right to take reasonable steps to recover those Goods & Materials until full payment of the associated invoice has been received.

Where Instapwr has been engaged by a third party including but not limited to a builder, insurance builder, real estate agent, property manager, or other intermediary, and payment remains outstanding beyond the agreed trading terms, Instapwr reserves the right to contact the property owner or occupier directly to notify them of the unpaid account.

In the event that payment remains outstanding, Instapwr reserves the right, where reasonably practicable and lawful to do so, to attend the Site and recover any Goods & Materials supplied by Instapwr which remain unpaid.

Any reasonable costs associated with recovery of goods, including travel, labour, administration, and reinstatement works required as a result of the removal, shall be payable by the Client.

7.7 No Obligation to Provide Cost Breakdown

Unless expressly agreed in writing, Instapwr is not obligated to provide a detailed breakdown of labour, materials, margins, or internal costing. Instapwr may provide summary descriptions of scope for quotation or reporting purposes at its discretion.

7.8 Suspension for Non-Payment

Instapwr reserves the right to suspend Works, withhold deliverables, restrict system commissioning, or refuse further attendance where invoices remain unpaid beyond the agreed payment terms.

7.9 Recovery of Costs

The Client is liable for all reasonable costs incurred by Instapwr in recovering overdue amounts, including administrative costs, collection fees, legal expenses, and interest where permitted by law.

7.10 Security of Payment

The Client acknowledges that Instapwr may issue payment claims and exercise its rights under the Building and Construction Industry Security of Payment Act 2009 (SA) (as amended) in relation to Works carried out by Instapwr where applicable.

7.11 Withholding Deliverables

Instapwr may withhold reports, certificates, documentation, compliance paperwork, commissioning, or other deliverables until payment has been received in full.

7.12 Quotations and Chargeable Assessments

Instapwr does not provide free quotations as a standard service and is under no obligation to provide quotations without charge.

Site attendance, inspections, fault finding, diagnostic assessments, reporting, design review, and technical advice are chargeable professional services unless Instapwr expressly agrees in writing to provide a quotation without charge.

Instapwr may, at its sole discretion, elect to provide a quotation without charge; however, such discretion does not create any ongoing entitlement or expectation of free quoting by the Client.

7.13 Materials and Subcontractor Margin

Instapwr is entitled to apply a reasonable commercial margin to Goods & Materials supplied in connection with the Works, including materials procured from suppliers, distributors, or manufacturers.

Instapwr is also entitled to apply a reasonable commercial margin to subcontractor costs, specialist trades, equipment hire, testing services, engineering, certification, or any third-party services engaged by Instapwr to complete the Works accepted by the Client.

Such margins form part of Instapwr's pricing structure and are not required to be separately disclosed, itemised, or justified unless otherwise agreed in writing. The Client acknowledges that Instapwr acts as the principal contractor for the Works and is not obligated to supply Goods, Materials, or subcontractor services at cost.

7.14 Procurement and Method Discretion

Instapwr retains sole discretion in determining the method of performing the Works, including the selection of suppliers, materials, subcontractors, equipment, sequencing, and procurement pathways reasonably required to complete the Works safely, efficiently, and in accordance with applicable standards.

The Client acknowledges that Instapwr is not obligated to utilise specific suppliers, materials, subcontractors, or pricing structures nominated by the Client unless expressly agreed in writing. Any alternative supplier or procurement direction requested by the Client may result in delays, additional costs, warranty limitations, or refusal by Instapwr to proceed where such direction is considered unsafe, impractical, or commercially unreasonable.

8. Schedule of Rates

8.1 Rate Framework

The below schedule of rates represents Instapwr's standard pricing framework and may be varied at Instapwr's discretion unless otherwise agreed in writing.

8.2 Standard Labour Rate

Standard labour rate is \$160+GST per hour unless otherwise agreed in writing.

8.3 Minimum Service Call

A minimum service call charge of \$220+GST applies to all non-emergency attendances

8.4 Emergency Call-Out

Emergency works attract a minimum call-out fee of \$300+GST, which covers the first 30 minutes on Site, and may incur premium labour rates.

8.5 Diagnostic Services

A minimum diagnostic fee of \$250+GST applies and includes the first sixty (60) minutes of diagnostic time on Site.

Additional diagnostic time beyond the initial sixty (60) minutes is chargeable at \$180+GST per hour.

8.6 Diagnostic Waiver

Where Instapwr is engaged to perform remedial Works within 30 days of completion of diagnostic services for the same issue at the same Site, the diagnostic fee may be waived. This waiver applies only where Works proceed and is otherwise not refundable.

8.7 After-Hours Multipliers

After-hours labour is charged at 1.5x standard labour between 4:00pm–7:00pm and 2.0x thereafter unless otherwise agreed.

8.8 Weekend & Public Holiday Rates

Weekend labour is charged at 2.0x standard labour.

Public holiday labour is charged at up to 4.0x standard labour.

8.9 Non-Emergency Outside Hours Discretion

Instapwr may decline to perform non-emergency Works outside Instapwr's standard business hours.

8.10 Emergency Work Discretion

Instapwr is not obligated to perform emergency works and may decline attendance at its discretion.

8.11 Minimum Variation Labour Charge

Approved Variations are subject to a minimum labour charge of \$80+GST per Variation (labour component). Where a Variation requires a separate attendance, remobilisation, or return visit, the applicable minimum service call and travel charges apply in addition.

8.12 Schedule of Rates Adjustment

Instapwr reserves the right to amend, update, or vary its Schedule of Rates, service charges, labour rates, call-out fees, travel charges, and material pricing at any time to reflect changes in operating costs and market conditions. Such adjustments may occur as a result of factors including, but not limited to, increases in fuel costs, labour costs, supplier pricing, material shortages, freight charges, exchange rate fluctuations, interest rates, regulatory changes, economic conditions, global events, supply chain disruptions, natural disasters, or other circumstances outside the reasonable control of Instapwr. Any revised rates will apply to future works, services, or variations requested after the updated rates come into effect. Where works are being undertaken on a charge-up basis, Instapwr's current Schedule of Rates at the time the services are performed shall apply.

9. Job Scheduling & Cancellation

9.1 Definition of Job Cancellation

For the purposes of these Terms and Conditions, a job is considered confirmed once a work request has been received and the job has been created within Instapwr's Job Management System (JMS).

9.2 Cancellation Trigger

Any withdrawal, postponement, instruction change, access failure, or failure to proceed after job creation within the JMS will be treated as a job cancellation.

9.3 Cancellation Fees

Cancellation fees will apply regardless of whether Site attendance has occurred, as administration, scheduling, labour allocation, travel planning, and resource commitments are incurred upon job creation within the JMS.

9.4 JMS Determination

Instapwr's determination of job scheduling status, cancellation classification, and associated administration within its Job Management System (JMS) shall be considered final for the purposes of assessing cancellation and rescheduling charges.

9.5 Cancellation Administration Fee

Where a job is cancelled (as defined in Clause 9.2), a cancellation administration fee of \$90+GST (minimum) applies.

9.6 Late Cancellation Within 48 Hours

Where a job is cancelled within 48 hours of the scheduled attendance time, the Client is liable for 50% of the labour component + GST that was allocated or scheduled for that booking, in addition to any applicable cancellation administration fee.

9.7 Restocking and Supplier Charges

Where Goods & Materials have been ordered, procured, or reserved for the Works, cancellation may also incur restocking fees, supplier cancellation charges, freight, storage, and administration costs, which are chargeable to the Client.

9.8 Booking Date and Duration of Works

A confirmed booking date represents the scheduled commencement date of the Works only and does not constitute a representation, warranty, or guarantee that the Works will be completed on that date.

The duration of Works may vary depending on scope, Site conditions, access, authority approvals, coordination with other trades, Variations, and other factors outside Instapwr's reasonable control.

The Client acknowledges that some Works may be completed within a single attendance, while others may require multiple attendances, staged completion, extended timeframes, or ongoing works over weeks, months, or longer project durations.

10. Access & Abortive Attendance

10.1 Access Requirement

The Client must ensure safe, clear, and timely access to the Site at the scheduled attendance time, including access to switchboards, roof areas, plant locations, equipment, and any other areas required to perform the Works.

10.2 Abortive Attendance

Where Instapwr attends Site and is unable to proceed with the Works due to circumstances including but not limited to:

- lack of Site access;
 - incorrect or incomplete booking information;
 - Site readiness issues or incomplete prerequisite works;
 - safety risks or hazardous conditions; or
 - circumstances outside Instapwr's reasonable control,
- the attendance will be treated as an abortive attendance.

10.3 Fee Structure

An abortive attendance fee will apply and will be the greater of:

- the applicable minimum service call; (\$220+GST) or
 - the emergency call-out minimum (\$300+GST) where applicable,
- plus travel costs, waiting time, administration, and any third-party or access-related expenses incurred.

10.4 Access Confirmation

Where Site access has not been confirmed prior to attendance, Instapwr reserves the right to treat the booking as abortive and apply applicable charges.

11. Client Responsibilities & Site Conditions

11.1 Pre-Existing Issues

The Client must disclose any known structural, roofing, electrical, environmental, access, or Site defects prior to commencement of Works, including damage, deterioration, water ingress, asbestos risk, unsafe access conditions, or previously identified compliance issues.

11.2 Failure to Disclose

Failure to disclose relevant Site conditions or defects may result in:

- rescheduling of Works;
- Variations to scope, labour, or materials;
- additional costs; or
- Instapwr refusing or suspending Works on safety or compliance grounds.

Instapwr accepts no liability for delays, damage, or additional costs arising from undisclosed Site conditions.

11.3 Site Facilities

The Client must provide reasonable access to toilet facilities and clean drinking water for the duration of the Works where reasonably practicable. Instapwr reserves the right to suspend Works where adequate welfare facilities are not available.

11.4 Safety & Stop Work

Instapwr may suspend, delay, or cease Works where Site conditions are unsafe, non-compliant, inaccessible, or present a risk to personnel, property, or equipment. Any resulting delays, abortive attendance, or additional costs remain the responsibility of the Client.

12. Delays & Extensions

12.1 External Delays

Instapwr is not liable for delays to the commencement, progress, or completion of Works where such delays arise from circumstances outside Instapwr's reasonable control, including but not limited to:

- adverse weather conditions;
- delays caused by other trades or contractors;
- authority approvals, inspections, or scheduling;
- material or equipment supply shortages;
- industrial action or workforce disruption; or
- hidden or unforeseen Site conditions.

12.2 Program Extensions

Any completion dates or program timeframes provided by Instapwr are estimates only and may be reasonably extended where delays occur. Such extensions do not constitute breach of contract or grounds for penalty against Instapwr.

12.3 Cost Consequences of Delays

Where delays arise due to builder coordination, third-party scheduling, authority processes, access restrictions, or other factors outside Instapwr's reasonable control, any additional labour, travel, remobilisation, administration, or re-attendance costs are chargeable to the Client.

13. Travel & Working Away

13.1 Metropolitan Service Area

Instapwr's standard metropolitan service area is defined as locations within 30 kilometres of the Adelaide CBD.

13.2 Travel Charges

Works located more than 30 kilometres from the Adelaide CBD are chargeable at \$1.50+GST per kilometre (return trip).

Where significant travel time is required, travel time may also be chargeable at the applicable labour rate.

13.3 Minimum Labour Allocation for Travel Jobs

Where Works are located outside Instapwr's standard metropolitan service area, a minimum labour allocation of four (4) hours may apply.

This minimum reflects the typical time required for travel to and from Site (estimated at approximately one (1) hour each way) together with reasonable time on Site to undertake the Works.

Where actual labour time exceeds this minimum allocation, additional time will be charged in accordance with the applicable labour rates under Clause 8.

13.4 Rural & Remote Works

Works located more than 100 kilometres from the Adelaide CBD may be classified as rural or remote works and may attract additional charges including travel time, accommodation, living-away allowances, freight, and extended scheduling costs.

13.5 Travel Fatigue Limitation

Instapwr is not obligated to require employees or subcontractors to travel more than two (2) hours each way, perform a full day of work, and return the same distance where fatigue, safety, or compliance risks may arise.

13.6 Accommodation & Break Periods

Where travel distance, working hours, or scheduling reasonably require overnight accommodation, accommodation costs and associated travel time are chargeable. Instapwr may require a minimum rest break in accordance with applicable WHS and industrial obligations, which may include a minimum break period of ten (10) hours between shifts

13.7 Living Away Charges

Where accommodation is required, accommodation expenses, travel time, meal allowances, and living-away-from-home costs are chargeable to the Client.

14. Rubbish Removal

14.1 Client Responsibility

Rubbish removal remains the responsibility of the Client unless expressly stated otherwise in writing within the applicable Quote, purchase order, or agreed Scope of Works.

14.2 Instapwr Removal

Where Instapwr removes rubbish, packaging, materials, equipment, or debris from the Site, a minimum rubbish removal fee of \$75+GST applies.

14.3 Scope of Removal

The rubbish removal fee applies regardless of the quantity, size, weight, or volume of waste removed and includes handling, transport, disposal, and administration associated with removal.

15. Work Suspension for Non-Payment

15.1 Right to Suspend

Instapwr reserves the right to suspend, delay, or withhold Works where invoices remain unpaid, payment terms are breached, or required deposits have not been received.

15.2 Remobilisation

Suspension of Works may result in remobilisation charges, additional labour, rescheduling delays, travel costs, and administration expenses associated with re-attendance.

15.3 Resumption

Works will only resume once outstanding payment has been received in full or a written payment arrangement has been agreed with Instapwr.

16. Variations & Additional Works

16.1 Variation Requirement

Any Works outside the original Quote, Scope of Works, or agreed instruction shall constitute a Variation, including additional labour, materials, access requirements, compliance works, or Site condition changes.

16.2 Approval

Variations must be approved in writing prior to commencement, with email, Job Management System (JMS) approval, or written instruction deemed acceptable.

Where immediate action is required for safety, compliance, or protection of persons or property, Instapwr may proceed with necessary Variation Works without prior approval, which shall remain chargeable.

16.3 Pricing

Variations are chargeable at the applicable labour rate under Clause 8.

16.4 Suspension for Unapproved Variations

Instapwr may suspend Works where Variation approval is not provided.

17. Client-Supplied Materials

17.1 Warranty Responsibility

Where the Client supplies Goods & Materials for installation, Instapwr accepts no responsibility for product warranty, manufacturer defects, compatibility, performance, or ongoing reliability of those materials.

17.2 Labour for Warranty Issues

Labour associated with diagnosing, removing, reinstalling, or rectifying defective Client-supplied materials is chargeable at the applicable labour rate.

17.3 Non-Preferred Suppliers

Where Goods & Materials are not sourced through Instapwr's preferred suppliers, additional labour, diagnostic time, configuration work, and fault-finding charges may apply due to limited supplier support, documentation, or warranty pathways.

17.4 Right to Refuse Installation

Instapwr reserves the right to refuse installation of Goods & Materials that are unsafe, incompatible, damaged, non-compliant with Australian Standards, or unsuitable for the intended application.

18. Special Order & Non-Returnable Items

18.1 Non-Returnable Goods

Goods that are special order, custom-built, made-to-order, or specifically procured for a project are non-returnable and may not be eligible for refund or credit once ordered.

18.2 Payment Requirement

Instapwr may require a deposit or full payment prior to ordering special-order or non-returnable Goods & Materials. Ordering will not proceed until required payment has been received.

18.3 Cancellation

Where a project is cancelled, postponed, or altered after special-order goods have been procured, the Client remains liable for the full cost of those goods together with any associated supplier, freight, storage, or administration costs.

19. Design, Advice & Reporting Services

19.1 Chargeable Professional Services

Diagnostic assessments, fault finding, inspections, technical advice, and reporting provided by Instapwr constitute professional services and are chargeable unless otherwise expressly agreed in writing.

19.2 Report Fees

Inspection reports and written assessments are issued as fixed-fee service packages and are not calculated on an hourly basis unless expressly stated within the Quote or Scope of Works.

19.3 Diagnostic Fee Offset

Where Instapwr is engaged to carry out remedial Works relating to the same fault or issue at the same Site within thirty (30) days of completion of the diagnostic service, the diagnostic fee will be waived.

This offset applies only where remedial Works proceed and does not apply where the Client declines Works, delays beyond the 30-day period, engages alternative contractors, or authorises only partial Works that do not rectify the diagnosed fault.

20. Solar Structural Responsibility

20.1 Roof Adequacy

The Client is responsible for ensuring the roof structure is structurally adequate and capable of supporting the additional loads associated with solar mounting systems, panel, and associated equipment.

20.2 Installation Responsibility

Instapwr is responsible for installing mounting systems and solar equipment in accordance with manufacturer instructions, applicable Australian Standards, and recognised industry practices. Instapwr does not warrant the structural integrity of existing roofing materials, framing, battens, rafters, trusses, or building components.

20.3 Engineering

Where structural adequacy is uncertain, disputed, or not reasonably verifiable through visual inspection, the Client must obtain independent structural engineering advice prior to Works proceeding.

Any delays, redesign requirements, or additional costs resulting from structural concerns remain the responsibility of the Client.

21. Client Disclosure for Solar Works

21.1 Pre-Installation Disclosure

The Client must notify Instapwr of any known roofing, structural, building, electrical, access, or compliance defects prior to commencement of solar Works, including leaks, damaged roofing materials, electrical defects, or previous repair history that may impact installation.

21.2 Undisclosed Conditions

Undisclosed or concealed Site conditions may result in:

- rescheduling of Works;
- additional labour or material costs;
- design modifications or system reconfiguration; or
- Instapwr refusing or suspending Works on safety or compliance grounds.

Instapwr accepts no liability for delays, damage, or additional costs arising from undisclosed conditions.

22. Solar System Operation & Performance

22.1 Performance Estimates

Any energy production forecasts, system performance expectations, or savings estimates are indicative only and are subject to environmental conditions, shading, system orientation, weather patterns, consumption behaviour, and utility network factors beyond Instapwr's control.

22.2 Monitoring & Connectivity

System monitoring functionality depends on reliable internet connectivity, local network configuration, manufacturer platforms, and third-party service availability. Instapwr is not

responsible for monitoring interruptions caused by connectivity, software, or platform-related issues.

22.3 Battery Backup

Battery storage systems may not guarantee uninterrupted backup supply, full property energisation, or islanding capability unless specifically designed, installed, and commissioned for that purpose. Backup performance is subject to system design limitations, load demands, and manufacturer specifications.

23. Commissioning & Authority Delays

23.1 Metering & Utility Delays

Instapwr is not responsible for delays associated with meter upgrades, connection approvals, inspections, export permissions, or distributor scheduling, including delays caused by network operators, metering providers, retailers, or regulatory authorities.

23.2 Energisation

System energisation, export activation, or commissioning by third-party authorities may occur after installation and is outside Instapwr's control. Instapwr accepts no liability for delays in system operation resulting from authority, retailer, or distributor processes.

24. Workmanship Warranty

24.1 Lifetime Workmanship Warranty

Instapwr provides a lifetime workmanship warranty covering installation workmanship performed by Instapwr, provided that:

- the original Client retains ownership of the system; and
- the system remains installed at the original Site where the Works were performed.

This warranty applies solely to workmanship defects attributable to Instapwr.

24.2 Exclusions

The workmanship warranty does not cover:

- equipment or component failure;
- manufacturer defects or product warranty matters;
- normal wear and tear;
- environmental damage including weather, corrosion, vermin, or external impact;
- alterations, relocation, or interference by third parties; or
- lack of reasonable maintenance.

24.3 Remedy

Instapwr's obligation under this warranty is limited to the rectification or repair of defective workmanship. No additional compensation, consequential loss, or product replacement is included unless otherwise required by law.

25. Limitation of Liability

25.1 Indirect Loss

To the extent permitted by law, Instapwr is not liable for any indirect, incidental, special, or consequential loss or damage, including but not limited to loss of revenue, loss of savings, loss of production, loss of data, or business interruption arising from the Works.

25.2 Client Equipment

Instapwr is not responsible for faults, failures, or performance issues relating to pre-existing equipment, Client-supplied materials, or installations carried out by third parties.

25.3 Maximum Liability

To the maximum extent permitted by law, Instapwr's total liability in connection with any claim arising from the Works is limited to the value of the Works supplied by Instapwr to the Client.

26. Confidentiality & Commercial Protection

26.1 Pricing Confidentiality

All quotations, pricing, reports, technical documentation, photographs, inspection findings, and commercial information issued by Instapwr are confidential and must not be disclosed, reproduced, distributed, or relied upon by any third party without Instapwr's prior written consent.

26.2 Survival

The confidentiality obligations contained within this clause survive completion, cancellation, suspension, or termination of the Works.

27. Report Ownership & Reliance

27.1 Non-Transferable Reports

Reports, inspection findings, and technical documentation are issued solely for the named Client and must not be reproduced, distributed, transferred, or relied upon by any third party without Instapwr's prior written consent.

27.2 Insurance Exception

Where Instapwr is engaged by an insurance builder or authorised representative, reports may be provided to the insurer strictly for claim assessment and project-related purposes only.

27.3 Third-Party Reliance

Instapwr accepts no duty of care, responsibility, or liability to any third party relying on reports, findings, or documentation without Instapwr's prior written consent.

27.4 Diagnostic Reliance and Fee Independence

The preparation and issue of inspection findings, diagnostic assessments, and technical reports constitute a standalone professional service.

Reliance on, use of, or distribution of diagnostic findings does not remove or reduce the diagnostic fee unless remedial Works proceed in accordance with Clause 19.3.

27.5 Payment Condition for Release

Reports, findings, and documentation may be withheld until all fees relating to the relevant Works, inspection, or report service have been paid in full.

28. Overdue Accounts & Recovery

28.1 Interest

Interest accrues on overdue invoices at a rate of 2.5% per month, calculated daily and compounded monthly, from the invoice due date until payment is received in full.

28.2 Administration Fee

Where an account remains unpaid seven (7) days after the invoice due date, an administration fee equal to the greater of:

- \$50; or
 - 10% of the overdue amount,
- will apply, capped at a maximum of \$750.

This fee represents a genuine pre-estimate of Instapwr's administrative and recovery costs associated with overdue accounts.

28.3 Recovery Costs

The Client is liable for all reasonable costs incurred by Instapwr in recovering overdue amounts, including administrative costs, legal expenses, and collection agency fees.

Instapwr reserves the right to refer overdue accounts to a third-party debt collection agency or legal representative for recovery. The Client consents to the disclosure of relevant personal and commercial information to such parties for the purpose of debt recovery.

29. Right to Decline or Reschedule Works

29.1 Scheduling Discretion

Instapwr reserves the right to decline, delay, or reschedule Works where scheduling capacity, safety concerns, access limitations, resource availability, weather conditions, or operational constraints reasonably prevent attendance.

29.2 Emergency Works

Instapwr is not obligated to perform emergency or urgent Works and may decline emergency attendance at its discretion.

30. Dispute Resolution

30.1 Good Faith Resolution

The parties agree to attempt to resolve any dispute, claim, or disagreement arising from the Works or these Terms and Conditions in good faith through direct communication prior to commencing formal legal proceedings.

30.2 Jurisdiction

These Terms and Conditions are governed by the laws of South Australia. The parties submit to the exclusive jurisdiction of the courts of South Australia.

31. General Provisions

31.1 Entire Agreement

These Terms and Conditions, together with any applicable Quote, Scope of Works, and written instructions issued by Instapwr, constitute the entire agreement between the parties and supersede any prior discussions, representations, or agreements.

31.2 Severability

If any provision of these Terms and Conditions is held to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

31.3 Amendments

These Terms and Conditions may only be amended, varied, or replaced by Instapwr in writing.

31.4 Force Majeure

Instapwr is not liable for delays, failure to perform, or inability to complete Works where such circumstances arise from events beyond Instapwr's reasonable control, including but not limited to weather events, supply shortages, industrial action, authority delays, access restrictions, or other unforeseen events.

31.5 Assignment and Novation

The Client must not assign, transfer, or novate any rights or obligations under this agreement without Instapwr's prior written consent.