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**From:** info Trusolar [REDACTED]  
**Sent:** Tuesday, 16 June 2020 4:28 PM  
**To:** Adjudication  
**Subject:** Fwd: Clean Energy Council - Solar Retailer Code of Conduct  
**Attachments:** Letter of Outcome - Tru Solar.pdf

Dear Sir/Madam,

On 15 May 2020, the Clean Energy Council (CEC) lodged an application for re-authorisation of the Solar Retailer Code of Conduct (the Solar Retailer Code).

We wish to provide our submissions for consideration by the ACCC.

Late last year Tru Solar Pty Ltd applied to be a signatory to the CEC Solar Retailer Code of Conduct.

Unfortunately Tru Solar Pty Ltd's application was unsuccessful. In the CEC letter dated 20 December 2019 the Code of Conduct Manager said "Unfortunately, the CEC does not have the resources to go through every requirement that your application did not meet but we have provided some examples below for your reference."

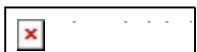
We paid an application fee to the CEC and it is reasonable for us to expect an explanation of all of the requirements that we did not meet. In this way we can address any shortcomings and re-apply. Without getting a detailed explanation of the requirements where we have fallen short, we run the risk of reapplying only to find out that we still haven't rectified all of the requirements. We will then be prevented from reapplying for a further 3 months.

We are against the Clean Energy Council Solar Retailer Code.

Solar Quotes is providing a submission, which was put up on its website and called for comment, and we agree with Solar Quotes submission.

Yours faithfully,

[REDACTED]



P: 1300 878 765

PO BOX 9 Salisbury South SA 5108

<http://www.trusolar.com.au>



20 December 2019

Via email: [info@trusolar.com.au](mailto:info@trusolar.com.au)

[REDACTED]  
[REDACTED]  
Tru Solar Pty Ltd  
[REDACTED]  
[REDACTED]

Dear [REDACTED],

**RE: Solar Retailer Code of Conduct application number APP00125852**

Thank you for Tru Solar's application to become a signatory to the Clean Energy Council (CEC) Solar Retailer Code of Conduct.

Your application has been reviewed, and we are sorry to advise that it has been unsuccessful. Your application has not sufficiently demonstrated that your company will comply with the code or has the systems and procedures in place to ensure ongoing compliance.

Unfortunately, the CEC does not have the resources to go through every requirement that your application did not meet but we have provided some examples below for your reference:

- As per Section 2.1.1 of the Code any advertisements, promotions, quotations and statements produced must be legal, truthful, and comply with all relevant legislation. Signatories must:  
(f) not engage in any misleading or deceptive conduct in relation to the price, value or quality of goods or services including:  
(i) failing to clearly outline disclaimers or relying on disclaimers buried in small print in order to deliberately mislead a consumer;

In the attached advertisement from Tru Solar's Facebook page, no disclaimers were provided relating to the price being offered for the 6.5 kW system. i.e inclusive of STCs, standard install in metro area, etc.

<https://www.facebook.com/trusolarqld/photos/a.883977565129384/883977595129381/?type=3&theater>

Further, the About Us section of Tru Solar's website states that "Tru Solar are accredited installers." - <https://www.trusolar.com.au/aboutus/>

Accreditation is issued to individual installers, not companies and therefore this statement is misleading and in contravention to section 2.1.1 (b) of the Code.

Thirdly, Tru Solar's T&Cs make multiple outdated government references, i.e. Solar Credits Bonus and The Office of Renewable Energy Regulator (<http://orer.gov.au>). This was replaced by the Clean Energy Regulator in 2012. Clause 5.3 also refers to the "Solar Credits Bonus known as feed in tariff incentive" this information is incorrect. These clauses contravene section 2.1.1 (a) of the Code.

- As per Section 2.2.4 of the Code, Signatory must provide the consumer with a full refund upon request under the circumstances outlined in this section of the Code. These requirements have not been met in Tru Solar's T&Cs and a number of clauses in the T&Cs are non-compliant with these refund requirements. For example:
  - 4.2 Customers will have to pay material cost if job cancel after two week of quote date
  - 7.1 Delayed installation or grid connection is not a valid reason for claiming a refund or compensation from Tru Solar.
  - 5.9 Addition[al] charges may be applicable such as \$ 200 for split of the system in more than one row, \$400 for horizontally fixing array.
  - Under the Code of Conduct, the customer must be entitled to a full refund if extra chargeable work arises, which was not specified in the initial contract and the consumer does not consent to these additional costs.
  
- As per Section 2.2.10 of the Code a standard minimum retailer's warranty period of five years on the operation and performance of the whole solar PV system, including workmanship and products, must be provided to the consumer by the Signatory. Tru Solar's T&Cs contravene these requirements. For example:
  - 6.1 The components are warranted as per the various manufacturers' warranties. These Warranties are as provided by the manufacturers and can be found in the official documents.
  - 6.2. The solar system warranty is one year from the date of installation unless specified in the quote or invoice. Tru Solar is responsible to provide onsite service free of charge during solar system warranty period only. Warranty conditions of Products or components (Such as Solar PV Module, Inverter, and Railing) are varying from supplier to supplier. We will try to provide better service to our customers but actual labour charges will be applicable to replace the faulty parts/components/products during warranty period of products or components. Customer must have to pay full labour charges in advance before commencing the work.
  - 6.3 TRU SOLAR does not guarantee any particular level of performance of the PV Solar system. The performance is subject to a number of local factors including the roof orientation and pitch, the number of hours of direct sunlight, cloud cover and shading from building structures and trees, some of which will change over time.
  - While Tru Solar has provided a separate warranty policy document that does offer a product and workmanship warranty of five years. This is inconsistent with the T&Cs provided and does not include system performance warranty. Under the Code requirements, warranty obligations cannot be passed onto the manufacturer of the product within the first five years of sale.

We would suggest you pay particular attention to your Terms and Conditions and advertising and sales practises and the information you are providing the customer at this stage.

Unsuccessful applicants must wait 3 months from the date of rejection before re-applying. Prior to re-applying, Tru Solar must sufficiently demonstrate to the Code Administrator in writing, that they can comply with the Code and have the systems and procedures in place to ensure ongoing compliance. The written assurance needs to be signed by a director of the company or an authorised representative and sent to [CodeofConduct@cleanenergycouncil.org.au](mailto:CodeofConduct@cleanenergycouncil.org.au).

We recommend you re-read the Code of Conduct and engage with your lawyers to enable your Terms and Conditions to be altered to reflect the requirements of the Code. Subsequent applications will incur the standard application fees.

We thank you for your interest in this scheme to lift standards among PV retailers, and improve the reputation and sustainability of the solar PV industry.

If you wish to discuss your application in further detail please contact Harry Smythe on [REDACTED] or email: [CodeofConduct@cleanenergycouncil.org.au](mailto:CodeofConduct@cleanenergycouncil.org.au)

Yours sincerely,

[REDACTED]

Mindy Lim  
Code of Conduct Manager  
On behalf of the Code Administrator