

Guide for solar panel installers

What licence is required?

If you **sell** solar panel systems that **include installation** you must be licensed.

Photovoltaic (PV) solar panel installation includes the support tilt systems and includes the mounting frames, the modifying or reinforcing of roof framing, integrating the solar panel system with a pre-existing structure; or erecting standalone structures.

Note:

PV solar panels that are fitted to the pitch of the roof, no more than 100mm off the roof and do not apply more than 100kg load at any point of contact with the roof, can be installed by a registered electrician without council approval.

- **If the installation does not include structural building work**

(Examples of structural building work are: modifying or reinforcing roof framing; integrating the solar panel system with a pre-existing structure; or erecting stand-alone structures)

You can hold either an electrical contractors licence or a building work contractors licence - e.g. building work contractor's licence endorsed for 'PV Solar Panel installation' or a 'Residential or Commercial building work licence' (with the exception of Commercial fit out work or Civil works).

- **If the installation includes structural building work**

You must hold a building work contractors licence and the work must be supervised by a registered building supervisor. What licence is required:

Installation of battery storage devices to PV solar systems must be completed by a registered electrician.

Installers who contract or subcontract for the work must be licensed (as a builder or electrician).

To qualify for solar credits, the installation of PV solar panels and the connection to electricity supply must be completed by a registered electrician, accredited by the Clean Energy Council (CEC) and have completed the Australian Institute of Building Surveyors (SA) Roof Safety Course.

Electrical work **must always** be performed by a registered electrician - e.g. installing the array, inverter, wiring or any other component which controls or conveys electricity.

You must give the consumer an electrical certificate of compliance within 30 days of the system being connected.

Quotes

You must not provide information which is likely to mislead or deceive. Ideally quotes should include:

- full price, other potential costs (e.g. electricity or meter connection costs), if the price includes Small-scale Technology Certificates (STCs) and if they are to be assigned
- relevant specifications (e.g. country of origin, brands of major components, kilowatt capacity, load analysis, type and number of panels, type of inverter)
- layout plan, location on the property and any relevant building approvals
- any associated requirements to connect the system to the electricity supplier or grid
- maintenance requirements
- proposed installation start and completion date
- any work the client is expected to do prior to the installation.

Contracts

If the contract is valued at \$12,000 or more (including STCs) there must be a written domestic building work contract, regardless of whether you are a builder or an electrician.

The contract must:

- set out all the terms, including payment terms
- show the business name, licence number of the contractor and business partners (if applicable)
- state a fixed price (a 'rise and fall' clause may be included in certain circumstances)
- be signed by the contractor and owner (or their agents) and a copy given to the consumer.

A *Form 1* must be attached to the contract. This form sets out some important rights and obligations under the contract. This form is available from cbs.sa.gov.au.

If the contract is valued at \$12,000 or more, the consumer may terminate the contract within 5 working days by providing you with written notice. You should avoid incurring costs within the 5 days.

Allowable payments

If the contract amount is:

- **less than \$12,000** CBS advises consumers it is best to pay no more than \$1000 as a deposit.
- **between \$12,000 and \$20,000** you can only ask for a maximum deposit of \$1,000 plus an amount to cover payments to a third party (e.g. council approvals, building indemnity insurance).
- **more than \$20,000** you can only ask for a maximum deposit of 5% of the contract value, but you can also request an amount to cover payments to a third party (see examples above).

Progress payments may be made as work is completed.

If you use unsolicited sales practices (e.g. telemarketing or door-to-door) you must provide a 10-day cooling off period. It is an offence to receive any money or provide goods/services during the 10 days.

Building Indemnity Insurance

You must take out building indemnity insurance if the contract value is \$12,000 or more and council approval is required. This insurance protects the building owner (and any future owner) during construction or the five year statutory warranty period if the builder dies, disappears or becomes insolvent. You must give a copy of the insurance certificate to the consumer before any work begins.

Warranty and guarantees

By law, the business that contracted for the installation must provide warranties to cover:

- quality of materials and workmanship
- compliance with plans, specifications and legal requirements
- completing the work within a specified time or a reasonable time
- meeting the end result that was requested.

Claims against a statutory warranty can be made up to 5 years after the work was completed. However you may be liable for defective building work under the *Development Act 1993* for 10 years.

Consumer guarantees under the Australian Consumer Law also apply. If the panels are not of acceptable quality, not fit for purpose, do not match the description given by the supplier, or were not installed with an acceptable level of care and skill and within a reasonable period of time, the consumer is entitled to a remedy (e.g. refund, repair, or having the panels replaced).

For further information

Contact Consumer and Business Services

Ph 131 882

www.cbs.sa.gov.au