

Endeavour Energy Nightwatch Service Agreement Terms & Conditions

1. (a) "Customer" means the applicant whose name appears on this agreement.
(b) "Nightwatch System" means all equipment comprising the luminaire/s and all other ancillary items used and installed by Endeavour Energy.
2. The method of installation of the Nightwatch System will be determined by Endeavour Energy at its discretion but it will consider all reasonable suggestions made by the Customer.
3. The Nightwatch System will remain the property of Endeavour Energy.
4. Upon notification, all required maintenance including the replacement of faulty lamps will be undertaken by Endeavour Energy.
5. The Customer must not interfere with or make alterations to the Nightwatch System and, if such interference should occur, will be responsible for all costs incurred in restoring the Nightwatch System to its original condition.
6. The Customer will pay the monthly Nightwatch System charge as determined from time to time by Endeavour Energy.
7. Either party giving seven (7) days notice in writing may terminate this agreement at any time.
8. The Customer must pay an early termination charge if the service is cancelled during the minimum term.
Early termination charge will be calculated as:
- minimum term x total monthly charge minus monthly payments already made.
9. Endeavour Energy may remove the Nightwatch System if the agreement is terminated or the customer defaults in its obligations.
10. The Customer acknowledges that:
 - (a) The Nightwatch System is installed for security and promotional purposes and does not necessarily comply with any Australian Lighting Standards.
 - (b) Other than required by law, Endeavour Energy does not warrant that the Nightwatch System is or will remain suitable or adequate for any of the purposes of the Customer.
 - (c) The Nightwatch System is not designed to fulfil a duty or obligation that the customer may have under the common law or statute to its employees or third parties.
 - (d) To the maximum extent permitted by law, Endeavour Energy will not be liable for any loss, which may be caused to the Customer, his, her or its property, or any person resulting from the operation or failure of the Nightwatch System.
 - (e) Where Endeavour Energy is liable for loss as a result of legislation, Endeavour Energy's liability shall be limited at its option to:
 - (i) in the case of goods:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the payment of the cost of replacing the goods or acquiring equivalent goods;
 - (C) the payment of the cost of having the goods repaired; or
 - (D) the repair of the goods; and
 - (ii) in the case of services:
 - (A) the supply of the services again; or
 - (B) the payment of the cost of having the services supplied again.
 - (f) In the case of any loss or damage caused to or by the Nightwatch System the Customer will not be entitled to any remission or rebate of charges or fees under this agreement.
11. Where GST has application to any supply (including the supply of any goods, services, rights, benefits or other things) made under or in connection with these Terms and Conditions, Endeavour Energy may, in addition to any amount payable under clause 6, recover from the Customer an additional amount on account of GST, such amount to be calculated by multiplying the value of the consideration payable or to be provided by the Customer for the relevant supply by the prevailing GST rate.