



# EV Subscription Terms

## Part A. General Terms

### 1. Your contract with us

#### 1.1 The contract that governs your EV subscription

(a) The contract between us and you is made up of the following parts (which also apply in the following order in the event of any inconsistency between them):

- (i) your Subscription Details;
- (ii) the applicable Product Specific Terms for your Subscription Type (set out in Part B, which starts on page 19);
- (iii) the General Terms (set out in this Part A); and
- (iv) the Fees (set out in Part C, which start on page 26).

(b) Some words in this document have special meanings. They are explained in Part D (Definitions), which start on page 27.

(c) This contract starts when you accept the Subscription Details and ends when the Subscription Period ends under clause 2.1(b).

#### 1.2 Other contracts you may have with us in connection with your EV subscription

(a) Other services we provide (such as, the supply of electricity in connection with your EV subscription, or the supply and installation of an EV charger) are governed by separate contracts.

(b) You should make your own enquiries to find out how your EV subscription may impact your AGL Electricity Sale Contract or any other electricity contract.

### 2. Subscription Period

#### 2.1 When the Subscription Period starts and ends

(a) The Subscription Period for a Car will start from the Car Handover Date.

(b) After the Minimum Subscription Period, the Subscription Period for the Car will continue month to month, until:

- (i) this contract is terminated in accordance with clause 15 and the Car is returned; or
- (ii) the Maximum Subscription Period is reached and the Car is returned,

whichever is the first to occur.

#### 2.2 Your right to possess and enjoy the Car

You may possess and enjoy the Car during the Subscription Period without disturbance by us, except where reasonably required under this contract.

### 3. Approved Driver

(a) Only an Approved Driver may drive the Car.

(b) An Approved Driver:

- (i) must be aged between 25 years and 65 years (except where otherwise permitted by us);
- (ii) must hold a current and valid Australian driver's licence from their state of residence from the applicable Road Authority (not being a restricted licence, learner's licence or provisional licence); and
- (iii) must not have (at the time the Approved Driver is added or at any time during the Subscription Period):
  - (A) incurred any speeding fines in the last 12 months;
  - (B) been in more than two At-Fault Accidents in the last 36 months; or
  - (C) had a driver licence cancelled or suspended due to any driving offences in the last 24 months,



unless you have notified us of such, and we have waived any of the above requirements in writing.

- (c) You are responsible for the acts and omissions of each Approved Driver, and any other person that you or an Approved Driver allows to drive the Car.
- (d) You are required to notify to us in writing of each Approved Driver's details (including adding them via a dedicated online form where provided by us) and must obtain all necessary consents to ensure that you are authorised to disclose each Approved Driver's details (including Personal Information) to us.
- (e) If an Approved Driver does not comply with the requirements of this clause, we may require the Approved Driver to be removed or exercise our termination rights under clause 15.4.

#### 4. Representations and warranties

- (a) You warrant and represent to us that you have not, and an Approved Driver has not:
  - (i) had any insurance refused, cancelled or avoided, insurance renewal not offered, special conditions imposed or claims refused in the last 5 years; or
  - (ii) been convicted of a criminal offence involving fraud or dishonesty, theft or robbery, arson, damage or threatened property damage, injury or threatened injury to any person in the past 5 years,unless you have notified us of such, and we have waived any of the above requirements in writing.
- (b) You warrant and represent to us that you have not been the subject of bankruptcy or insolvency proceedings in the last 7 years, unless you have notified us of such, and we have waived this requirement in writing.
- (c) Each of the representations and warranties you give to us under this contract (including those in clauses 4(a) and 4(b), and in any Product Specific Terms):
  - (i) are given at the time you become bound by this contract; and
  - (ii) continue to apply at all times during the term of this contract.

- (d) You must tell us immediately in writing if any of the representations and warranties you give under this contract cease to be true at any time. If you do not comply with the requirements of this clause, we may exercise our termination rights under clause 15.4.

### 5. Car and related Services

#### 5.1 Car Handover

- (a) At our election, we will arrange for either:
  - (i) an Approved Driver to pick up the Car from a location nominated by us; or
  - (ii) the Car to be delivered to a location chosen by you within 50 kilometres of the CBD,at a time and date agreed between you and us (**Car Handover**).
- (b) At Car Handover, an Approved Driver must:
  - (i) present their driver's licence and the driver's licence of each Approved Driver; and
  - (ii) complete and sign the Condition Report with a Car Representative.
- (c) You authorise us to disclose your details, and you will obtain all necessary consents to ensure that we are authorised to disclose each Approved Driver's details (including Personal Information), to a Car Representative to fulfil Car Handover.
- (d) You or an Approved Driver will not be permitted to collect or take possession of the Car if the requirements of this clause are not satisfied. We may also refuse to handover the Car if you did not make the first payment by the relevant due date (or such other date as agreed between us and you).

#### 5.2 Car Services

- (a) To enable Car Services to be undertaken, you must make the Car available at a location, and on the date and at the time, notified by us to you (or as agreed between us and you).
- (b) You must not have any Car Services carried out unless we authorise you do to so in writing.



- (c) You must, and must ensure that an Approved Driver will, stop using the Car and immediately tell us if any of the following occurs so that we can promptly arrange any Car Services:
  - (i) a warning light or fault message appears;
  - (ii) you or the Approved Driver become aware of worn brake pads, low engine or brake fluids, or tyre pressures; or
  - (iii) the Car develops any fault.
- (d) You must, and must ensure that an Approved Driver will, stop using the Car (or stop using the Car in a certain manner) if we direct you to do so on account of a Recall Notice. Where a Car Service is required in response to a Recall Notice, you must make the Car available at a location, and on the date and at the time, notified by us to you (or as agreed between us and you).
- (e) You must, and must ensure that an Approved Driver will, immediately tell us on becoming aware that:
  - (i) the Car is stolen, lost, destroyed, damaged, confiscated, condemned or requisitioned by an Authority; or
  - (ii) there is any Claim, Loss or Damage in relation to the Car, and you must deliver to us every summons, complaint, document or paper in relation to the Claim, Loss or Damage; or
  - (iii) the Car has exceeded, or will likely exceed, the Maximum Kilometre Allowance.
- (f) If you do not, or the Approved Driver does not, comply with clause 5.2(e)(i) or 5.2(e)(ii):
  - (i) Damage Cover may be reduced or denied to the extent that the failure or delay in notification caused or contributed to any Loss or Damage to the Car as assessed by the Car Supplier or the Insurer, acting reasonably; and
  - (ii) you and any Approved Driver will be jointly and severally liable for any resulting increase in Loss or Damage.

### 5.3 Roadside assistance

Roadside assistance services are included as part of your EV subscription at no additional cost, except where we reasonably consider that you or an Approved Driver is at fault – in which case, you will be liable for any Damage in accordance with clause 12.

### 5.4 Where the car is unavailable

If, during the Subscription Period, the Car is not available to you or an Approved Driver for 5 consecutive days or more (other than as a result of Car Services, your breach of this contract, or any other act or omission where you or an Approved Driver is at fault), we must either:

- (a) arrange for a replacement car to be provided to, or available for collection by, you or an Approved Driver. Subject to availability of existing fleet stock, we will use reasonable endeavours to provide a replacement car of the same or similar make, model or type as the Car. ;
- (b) credit your account an amount equal to the Subscription Fee payable by you for the period that the Car was unavailable; or
- (c) pause your Subscription Fee during the period that the Car was unavailable.

## 6. Use of the Car

### 6.1 What you and Approved Drivers are required to do

- (a) You must, and must ensure that each Approved Driver will:
  - (i) not exceed the Maximum Kilometre Allowance; and
  - (ii) not use the Car, or allow the Car to be used, for any purpose of providing any ride share or courier services; and
  - (iii) not use the Car in any area or region outside of mainland Australia or Tasmania; and
  - (iv) comply with the Law in relation to the use of the Car; and
  - (v) not use the Car in a dangerous, illegal, reckless or negligent manner, or in a manner that results in a substantial or reckless breach of applicable road safety, traffic or criminal legislation; and
  - (vi) take all reasonable care of the Car:



- (A) to prevent Damage, theft and Loss;
  - (B) by using any security device fitted to, or supplied with, the Car; and
  - (C) by taking steps to protect the Car against inclement weather, hail or floods (such as, closing the sunroof or convertible roof to prevent the entry of rain, or where practicable, by garaging the Car to prevent Damage caused by hail or flooding); and
- (vii) keep the Car locked and secure when not in use; and
  - (viii) keep the keys and any keyless start or remote-control device under your, or an Approved Driver's, personal control at all times, and produce those keys and device to us in the event of a theft of the Car (except where it is not reasonably possible to do so); and
  - (ix) when the Car is being driven, not be under the influence of alcohol or drugs to the extent that the Approved Driver is incapable of having proper control of the Car, or have a blood alcohol content or the level of drugs present in the blood that exceeds the applicable legal limit in the State or Territory in which the Car is driven; and
  - (x) not use the Car when it is damaged or unsafe; and
  - (xi) operate the Car with appropriate care, and only use the Car for the purpose for which the Car was designed and manufactured; and
  - (xii) not use the Car:
    - (A) off-road or on unsealed roads;
    - (B) for racing, pace making, or testing the Car's reliability and speed;
    - (C) to teach someone to drive;
    - (D) to jump start, propel or tow any other car, and must not attempt to jump start the Car with any other car;
    - (E) to carry more passengers than may be properly accommodated by the seat belt restraints provided in the Car and must ensure that each passenger in the Car appropriately uses the seat belt restraint;
    - (F) to carry anything that would cause it to be overloaded; and
    - (G) to carry any hazardous, toxic or flammable materials for commercial use; and
- (xiii) not smoke within the Car or allow any other person to smoke within the Car at any time; and
  - (xiv) use the correct charging cable and fuel type (if the Car is a plug-in hybrid electric vehicle) for the Car; and
  - (xv) not remove, tamper with or modify the GPS Unit and/or telematics device located within the Car; and
  - (xvi) not make any alteration, addition, modification or variation to the Car (irrespective of whether they are reversible or permanent), except where reasonably necessary to repair the Car in accordance with this contract; and
  - (xvii) not sell, rent, lease, licence, hire, sublet, transfer, assign or dispose of, the Car (or any of its parts); and
  - (xviii) not give or grant to any person any rights over the Car (or any of its parts), including any mortgage, encumbrance or other security over the Car; and
  - (xix) not register, or attempt to register, any interest in the Car under the *Personal Property Securities Act 2009* (Cth); and
  - (xx) pay for the cost of Car charging, cost of fuel (if the Car is a plug-in hybrid electric vehicle), tolls, parking charges, cleaning fees, fines, penalties and infringements incurred when you or an Approved Driver, remain in possession of, or are responsible for, the Car.



## 6.2 Providing information to us

- (a) You must, and must ensure that each Approved Driver will, immediately upon request (and at least within 7 days of the request) provide to us, the Car Supplier or any Authority:
  - (i) your or any Approved Driver's full, accurate and up-to-date information relating to the use of the Car during the Subscription Period; and
  - (ii) a photograph of the Car's odometer reading or any other information reasonably requested to enable the Car Supplier to renew the Car's vehicle registration or to respond to a request from an Authority.

The failure to provide this information may result in the suspension or cancellation of the Car's vehicle registration and may constitute a Major Breach by you.

## 7. Traffic offences and tolls

- (a) You must, and must ensure that an Approved Driver will, notify us in writing as soon as you or the Approved Driver (as the case may be) becomes aware that a toll, fine, penalty or traffic infringement has been incurred.
- (b) If we receive a toll, fine, penalty or infringement notice or any other correspondence from an Authority:
  - (i) we, or a Car Representative, will forward the notice to you; and
  - (ii) the Car Supplier will at their discretion either:
    - (A) charge you the amount specified in the notice by using the payment details provided at Car Handover; or
    - (B) complete and submit the required documentation to absolve the Car Supplier and us from liability and nominate you or the Approved Driver as the responsible party.

- (c) If we, or the Car Supplier, receives any further correspondence in respect of a toll, fine, penalty or infringement notice handled pursuant to clause 7(b)(ii)(B), we or the Car Supplier (as the case may be) will respond to and process the correspondence and keep you updated.
- (d) We may (acting reasonably) charge you the Administration Fee specified in Part C where we need to undertake administrative tasks to process any toll, fine, penalty or infringement notice or where such a charge is imposed on us by the Car Supplier. You acknowledge that we may receive the relevant toll, fine, penalty or infringement notice or other charge from an Authority (in connection with your or the Approved Driver's use of the Car) after the Car has been returned and/or the Subscription Period has ended. For the avoidance of doubt, in such circumstances, we are entitled to charge you the Administration Fee notwithstanding the end of the Subscription Period.
- (e) If you or the Approved Driver challenge any fine, penalty or infringement notice, you do so at your own expense.

## 8. Ownership of Car

- (a) You acknowledge and agree that:
  - (i) you will not have any ownership or other proprietary interest in the Car; and
  - (ii) you will not have any rights to deal with the Car; and
  - (iii) we have not, and no person on our behalf has, granted any option or made any representation (express or implied, written or oral) that you may purchase or own the Car.
- (b) Despite you not having ownership of the Car you bear the risk of any Loss arising in connection with the possession, use and storage of the Car that is caused or contributed to by you or an Approved Driver, subject to clauses 12, 13 and 16.2(d). This includes Loss arising from or in connection with theft, destruction, Damage or injury Claims.



## 9. Access to Premises

- (a) You must allow us to access the Premises or procure access for us to attend the Premises, and ensure that we have sufficient access to the Premises at reasonable times, to safely inspect, repair, pickup, drop off or repossess the Car, or perform any Services in accordance with this contract.
- (b) You must comply with, and must take reasonable steps to ensure that any owner of or person at the Premises complies with, any reasonable direction given by us in relation to health and safety while we are at the Premises.

## 10. Fees

### 10.1 Payment

- (a) You must pay us the Fees, and any other amounts that are payable in accordance with this contract, by the relevant due date by way of automatic debit payment made from your nominated credit or debit card, unless otherwise agreed by us .
- (b) You acknowledge and agree that a 2% surcharge on the amounts payable will apply for any payments made by credit or debit card.
- (c) You acknowledge and agree it is your responsibility to ensure there is sufficient available credit on your nominated credit or debit card account or sufficient cleared funds available in your Nominated Account (as applicable) when Fees or any amounts payable by you under this contract are due.

### 10.2 Security Bond

- (a) At the time you accept your Subscription Details, the Security Bond in the amount specified in Part C is payable, and we will charge you the Security Bond by way of automatic debit payment made from your nominated credit or debit card, unless otherwise agreed by us.
- (b) You acknowledge and agree that the Security Bond may be applied or used by us in the event of Loss or Damage to the Car in connection with your, or an Approved Driver's, use of the Car during the Subscription Period.
- (c) Provided you have satisfied each of the following conditions:

- (i) the Car is returned with its start device(s) and all parts and accessories in accordance with clause 16.2(a)(i) at the Return Appointment;
- (ii) the Car is returned in the same condition as at the start of the Subscription Period and there is no Damage to the Car, save for fair wear and tear;
- (iii) there are no outstanding Fees or other amounts payable by you under this contract (including any applicable Excess and Damage Liability Amount payable by you); and
- (iv) there are no Claims for Damage or Loss during the Subscription Period in connection with your, or an Approved Driver's, use of the Car that remain open for assessment by the Insurer,

we will return the amount of the Security Bond in full to you. Provided each of the above conditions are satisfied, we will use reasonable endeavours to effect such return within 8 weeks of the date of return of the Car.

### 10.3 What happens if your nominated payment method fails

- (a) If you fail to pay an invoiced amount by the due date or if we are unable to debit your Nominated Account or unable to charge your nominated credit or debit card for any Fees or any other amounts payable by you to us under this contract (including, for the avoidance of doubt, any , we may:
  - (i) in the case of a failed direct debit on your Nominated Account or credit or debit card, make three further attempts to process the payment within 24 hours of the first attempt;
  - (ii) notify you of the failure and request immediate payment of the applicable fees, charges or other amounts by other payment method agreed by us; and/or
  - (iii) notify you of the failure and apply the Security Bond (if it has not been returned to you in part or in full) to pay the applicable fees, charges or other amounts.



- (b) Where we've notified you of the failure and you have not rectified it within 2 Business Days, we may charge the applicable Late Fee payment.
- (c) If the applicable Fees, or any other amounts, payable by you to us under this contract remain outstanding for more than 30 days from the original due date, we may engage debt collection agencies to recover any payments in arrears, provided we give you a further 30 days' notice prior to the referral (or any longer notice period required by law).

## 11. GST

- (a) Unless expressly provided otherwise, all amounts payable under this contract are exclusive of GST.
- (b) If GST is payable on a taxable supply made under or in connection with this contract, the party making the supply (**Supplier**) may recover from the recipient of the supply (**Recipient**) the amount of that GST (**GST Amount**) in addition to any consideration otherwise payable or provided for the supply.
- (c) The Recipient must make payment of the GST Amount to the Supplier at the same time and in the same manner as it provides the consideration for the relevant supply subject to the Recipient receiving a tax invoice from the Supplier on or before the due date for payment.
- (d) If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the GST Amount, the Supplier must issue an adjustment note to the Recipient, and:
  - (i) may recover from the Recipient, by giving 7 days written notice, the amount by which the GST on the supply exceeds the GST Amount; or
  - (ii) must refund to the Recipient, within 7 days of becoming aware of the adjustment event, the amount by which the GST Amount exceeds the amount of GST on the supply.

- (e) If a party is entitled to be reimbursed or indemnified under or in connection with this document for an amount, the amount reimbursed or indemnified is reduced by the amount of GST for which the party has an entitlement to claim an input tax credit. It is to be assumed that there is an entitlement to a full input tax credit on an acquisition associated with the reimbursement or indemnity, unless the party to be reimbursed or indemnified demonstrates otherwise before the date the payment is to be made.
- (f) Terms defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning when used in this clause 11, provided that GST also includes any additional tax, penalty, fine, interest or other charge relating to GST.

## 12. Car Damage Cover

- (a) Subject to the exclusions and requirements set out in this contract, we will pay for Damage Cover for the Car during the Subscription Period.
- (b) If any Damage, Claim, theft or Loss occurs during the Subscription Period or results from your, or an Approved Driver's, use of the Car, you must:
  - (i) immediately notify us; and
  - (ii) follow all instructions given by us.
- (c) Subject to clauses 12(d) and 12(e), the amount you will be required to pay in respect of each instance of Damage, Claim, theft or Loss that occurs during the Subscription Period, or which results from your or an Approved Driver's use of the Car, will be the lesser of:
  - (i) the Excess; or
  - (ii) the Damage Liability Amount.
- (d) You will not have to pay any Excess or Damage Liability Amount if:
  - (i) the Damage, Claim or Loss was not your fault or the fault of the Approved Driver or a passenger, or contributed to by you, the Approved Driver or a passenger of the Car; and



- (ii) you can provide us with the name and current address of the person responsible for the Damage, Claim or Loss, together with the vehicle registration numbers of the vehicles involved; and
  - (iii) the other driver or third party does not dispute that they were at fault, or the Insurer is otherwise satisfied (acting reasonably) that the other driver or third party was at fault.
- (e) If:
- (i) the relevant Damage, Claim, theft or Loss is excluded from Damage Cover pursuant to any of the provisions in this clause 12; or
  - (ii) the Damage Cover is denied by the Insurer due to an act or omission by you or an Approved Driver or use of the Car in a manner described in clause 12(n); or
  - (iii) the conditions in clause 12(i) are not satisfied,
- you must pay any Damage Liability Amount beyond the Excess (in addition to your obligation to pay the Excess).
- (f) The Damage Liability Amount is the amount required to repair or replace the Car and to settle or remedy any other Loss, Damage or Claim, and may be reasonably determined by the Car Supplier or the Insurer subject to reasonable steps being taken to limit those costs.
- (g) If the Car is not available or able to be safely used by you or an Approved Driver due to any Damage, Claim, theft or Loss, your obligation to pay the Subscription Fee will be paused from the date of the Loss, Damage, Claim or theft until the Car is repaired or replaced or the contract is terminated, but you will remain liable to pay the amounts due pursuant clause 12(c) or 12(e) notwithstanding any such repair, replacement or termination.
- (h) If the Car suffers Damage that is not capable of repair or is stolen, and provided that you have not committed a Major Breach, this contract will be terminated and, subject to the availability of a similar Car you will have the option of entering into a new contract for a new Car.
- (i) You agree that the Damage Cover provided under this contract for the Car is subject to:
- (i) your payment (per incident) of the applicable Excess and Damage Liability Amount;
  - (ii) you, or any Approved Driver, not having committed a Major Breach of this contract;
  - (iii) you, or the relevant Approved Driver, not being covered under any other policy of insurance; and
  - (iv) you and any Approved Driver providing all reasonable information and assistance as may be requested and, if necessary, authorizing us or the Car Supplier to bring, defend or settle legal proceedings, and you agree that we or the Car Supplier shall at all times have full conduct of any legal proceedings.
- (j) You must, and must ensure that the relevant Approved Driver will, report all accidents to the police if:
- (i) any person is injured;
  - (ii) the other driver leaves the scene of the accident without exchanging names and addresses; or
  - (iii) the other driver appears to be affected by drugs or alcohol in excess of the legal limits.
- (k) In the event of an accident, you acknowledge that we may insist that the Car be moved to the nearest repairer to secure it.
- (l) You have no cover for any Claim, Loss or Damage resulting from:
- (i) a Major Breach;
  - (ii) use of the Car by any person who is not an Approved Driver;
  - (iii) Damage caused by:
    - (A) use of the incorrect cables to charge the Car;
    - (B) jump starting or attempting to jump start the Car; or
    - (C) using the Car to jump start another vehicle;





- (iv) Damage caused by failing to return the Car for servicing as required or requested; or
  - (v) theft or further Damage occurring after an incident which caused the initial Loss, Damage or Claim, unless reasonable steps were taken by you to protect or safeguard the Car.
  - (m) Where accessories are supplied with the Car (including, but not limited to, GPS units, telemetry devices, keys, keyless start and remote-control devices, tool kits, and spare tyres), you are liable for the costs of replacing or repairing such accessories to the extent that we reasonably consider that you or an Approved Driver is at fault, unless we agree otherwise in writing.
  - (n) You are liable for any Claims, Loss and Damage where the Damage Cover is denied by the Insurer due to an act or omission by you or an Approved Driver, including where the Car is operated or used:
    - (i) whilst an Approved Driver is under the influence of alcohol or drugs to the extent that the Approved Driver is incapable of having proper control of the Car or whilst the Approved Driver's blood alcohol content or the level of drugs present in the blood that exceeds the applicable legal limit in the State or Territory in which the Car is driven;
    - (ii) off-road, or on any road or other surface which is not sealed other than a road under repair, or a road notified to you by us;
    - (iii) in any area or under any circumstances (including crossing a waterway or transporting the Car across a waterway) where the Car may or does become partially or totally immersed in water;
    - (iv) in a manner that causes:
      - (A) Underbody Damage, including any damage to the Car that is caused by or directly results from contact between the underside of the Car and any part of the roadway or any object or obstruction including curbs, gutters, speed or road humps, barriers or wheel stops; or
      - (B) Overhead Damage, including damage to the Car caused by or resulting from an impact between the Car at a point that is level with or above the top of the windscreen;
- (v) under any circumstances where the Car is charged with incorrect cables or (if applicable) refuelled with fuel other than which is recommended by the Car manufacturer (as applicable);
  - (vi) under any circumstances where the Car or its keys are unsecured;
  - (vii) in any area or region specified to you by us as an area or region in which the Car must not be used;
  - (viii) in any snow, or alpine resort during the gazetted snow season or in any other area under conditions where a reasonable person would use snow chains;
  - (ix) on any beach or in any other area exposed to saltwater;
  - (x) out of the State in which you collected it without the consent of us;
  - (xi) on any road where the police or any government or statutory authority has issued a warning, caution and the Car is used in a matter contrary to the warning, or caution; or
  - (xii) on any road which has been closed.
- (o) You have no cover for, and to the full extent permitted by Law, we or the Car Supplier are not liable to you under any circumstances for:
  - (i) damage to property belonging to, or in the custody of, you or any Approved Driver, or any relative or friend who ordinarily resides with you or an Approved Driver;
  - (ii) your liability under any contract or if you have agreed to or accepted liability without our prior consent unless you would have been liable irrespective of the terms of that contract;
  - (iii) any loss of use or enjoyment of the Car by a third party or any indirect, special or consequential damages arising in any way out of any matter covered by this contract;



- (iv) any Claim, Loss or Damage caused or contributed to as a result of you fitting anything to the Car incorrectly or not in accordance with the Car manufacturer's recommendations;
- (v) theft of personal belongings from the Car; or
- (vi) any Loss (including consequential loss) damage, costs, expenses, damages or any other liabilities incurred by you, the Approved Driver, a passenger in the Car or any third party resulting from any accident, breakdown or any other failure of the Car;

except to the extent such Loss is caused by our negligence, our breach of this contract or breach of Our Consumer Obligations (subject to clause 13(c)(iii) which limits our liability for certain losses).

- (p) You acknowledge and agree that your and the Approved Driver's liability for causing personal injuries resulting from the use of the Car is covered by the statutory schemes for transport accident compensation in each State or Territory (subject to the conditions and limitations of those schemes). For details of the scope, conditions and limitations of this coverage, you should contact the relevant Authority in the State or Territory in which the Car is registered.

### 13. Liability and Our Consumer Obligations

- (a) If you are a consumer under the Australian Consumer Law, you will be entitled to certain guarantees, rights and remedies under the Australian Consumer Law that cannot be excluded, restricted or modified by this contract. These include consumer guarantee rights that your EV subscription will be of acceptable quality, fit for the purpose disclosed, and carried out by us with due care and skill.
- (b) Nothing in this contract is intended to exclude, restrict or modify the application of any implied condition or warranty, any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:
  - (i) contravene that statute; or
  - (ii) cause any term of this contract to be void,

#### (Our Consumer Obligations).

- (c) To the extent permitted by Law:
  - (i) all implied conditions, warranties, guarantees, rights, remedies, liabilities or other terms that would impose any liability or obligation on us are expressly excluded under this contract;
  - (ii) our liability to you for any loss, harm, damage, costs, expenses or claims arising under or in connection with this contract (regardless of how it arises) is:
    - (A) excluded to the extent permitted by Law; or
    - (B) otherwise limited to the amounts paid by you in accordance with this contract;
  - (iii) neither you or we are liable to the other for any special, indirect or consequential loss or damage (including, economic loss, increased electricity costs, loss of stored energy, disruption of energy supply or storage loss of revenue or profit, loss or damage to data, loss of contract or loss of opportunity); and
  - (iv) except to the extent caused by our breach of this contract, we accept no liability in respect of and shall not be responsible for any theft or breakdown of any Car, death or personal injury, damage to or loss of the Car, damage or loss of any belongings left in any Car, car charging costs, fines, penalties, traffic infringements, tolls and associated costs, excise and taxes.

### 14. Making changes to this contract

#### 14.1 Changes we can make immediately by giving you notice

- (a) We may immediately change any of the terms of this contract by giving you notice in writing where:
  - (i) we reasonably consider that the change is necessary:



- (A) to accommodate or comply with any change or anticipated change in Regulatory Requirements, including where we are permitted to do so by a Regulatory Requirement;
  - (B) to reflect any decision of a court, external dispute resolution scheme or a regulator;
  - (C) to reflect a change in our systems or procedures for security reasons;
  - (D) to add benefits or new features;
  - (E) to make the terms of this contract more favourable to you; or
  - (F) to reduce the amount of a Fee;
- (ii) we agree to make a change that you requested; or
  - (iii) the change is administrative or typographical in nature.
- (b) If you do not agree to any change, you may terminate this Contract by exercising your termination rights under clause 15.1(a).

#### 14.2 Other changes including changes to Fees and your Subscription Details

- (a) Subject to clause 14.1, we will give you at least 40 days' prior notice in writing of any changes to this contract including changes:
- (i) that introduce a new Fee, increase an existing Fee or change the way an existing Fee is charged (except where the change occurs as a result of a government charge or fee, in which case we may provide you with a lesser period of notice if it is not practicable to provide 40 days' notice); or
  - (ii) to your Subscription Details.
- (b) If you do not agree to any change, you may terminate this contract by exercising your termination rights under clause 15.1(a) and you will not be required to pay the Early Termination Fee where termination occurs prior to the Minimum Subscription Period.

#### 14.3 Changes to parts of these terms which don't affect you

For the avoidance of doubt, we may make changes to this document without providing any notice to you, if the changes relate to Product Specific Terms which do not form part of your contract with us, or any Fees or other details specified in Part C which are not relevant to your Subscription Type.

### 15. Termination

#### 15.1 You may terminate for any reason

- (a) You may terminate this contract by giving us at least 30 days prior notice in writing.
- (b) If you terminate this contract within the Minimum Subscription Period, we may (acting reasonably) charge you the Early Termination Fee specified in Part C.

#### 15.2 You may terminate for cause

You may terminate this contract by notice to us if:

- (a) subject to clause 5.1(d), we fail to reasonably meet the timeframe specified in this contract for delivery of the Car; or
- (b) we commit a Major Breach that cannot be remedied, or a Major Breach that is capable of remedy and we do not remedy that breach within 30 days from the date of you notifying us of the Major Breach; or
- (c) we give you notice that we are assigning, transferring or novating this contract under clause 25.2(a)(ii) and you advise us within 14 days of such notice that you do not consent to the assignment, transfer or novation.

#### 15.3 We may terminate for any reason

We may terminate this contract by giving you at least 30 days prior written notice.

#### 15.4 We may terminate for cause

We may terminate this contract by notice to you if:

- (a) you do not make the first payment by the relevant due date (or such other date as we otherwise agree);



- (b) you have failed to pay any Fees or any other amounts payable by you to us under this contract, we've notified you of such failure and the amounts remain unpaid for more than 30 days from the original due date;
- (c) an Approved Driver does not, satisfy clause 3 or you cease to meet the representations and warranties in clause 4;
- (d) you have, or an Approved Driver has, illegally parked the Car for longer than 24 hours;
- (e) you have, or an Approved Driver has, committed a substantial or reckless breach of applicable road safety, traffic or criminal legislation;
- (f) the Car is apparently abandoned; or
- (g) the Car has exceeded the Maximum Kilometre Allowance; or
- (h) the Car has not been returned at the time, date and place agreed between you (or the Approved Driver) and us (**Return Appointment**); or
- (i) you or an Approved Driver engage in fraudulent conduct in respect of this contract; or
- (j) you or an Approved Driver commit any other Major Breach that cannot be remedied, or a Major Breach that is capable of remedy and you do not remedy that breach within 30 days from the date of us notifying you of the Major Breach.

## 16. What happens when this contract ends

### 16.1 Termination before a Car Handover Date

If this contract is terminated before the Car Handover Date, we and the Car Supplier will not be required to provide you with any Car or Services.

### 16.2 Return and/or repossession of the Car

- (a) On or before the end of the Maximum Subscription Period or the relevant termination notice period (whichever is earlier) you must arrange for the return of the Car and must:
  - (i) return the Car with its keys or keyless start device(s), and all parts and accessories (including manuals, audio equipment, GPS Unit, telemetry devices, charging cables, tools and wheel locking nuts), at the Return Appointment; or

- (ii) surrender possession of the Car to us at the Premises or such other place as agreed between you and us,

#### (Car Return).

- (b) If:
  - (i) we terminate this contract pursuant to clause 15.4 (for cause); or
  - (ii) you do not return the Car or surrender possession of the Car pursuant to clause 16.2(a),then:
  - (iii) we, or our Car Representative, may immediately repossess the Car from you or the Approved Driver without further notice to you; and
  - (iv) you agree to indemnify us for the costs (including but not limited to any legal costs and towing costs) reasonably incurred by us or the Car Supplier in repossessing the Car, and/or recovering any payments in arrears from you.
- (c) At the time of Car Return:
  - (i) the Car must be in the same condition as at the start of the Subscription Period, save for fair wear and tear;
  - (ii) the Car must be cleaned;
  - (iii) the Car must have greater than 90% charge (if the Car is a battery electric vehicle (BEV)) or have a full tank of petrol (if the Car is a plug-in hybrid electric vehicle (PHEV)) – otherwise, we may charge you the Handover Service Fee specified in Part C; and
  - (iv) you or an Approved Driver must complete and sign the Condition Report. If you or the Approved Driver fails to complete and sign a Condition Report made available to you at the time of Car Return, you will be deemed to have accepted the Condition Report as reasonably completed by us.
- (d) If the Car is not returned in the same condition as at the date of Car Handover (excluding fair wear and tear) due to damage that:



- (i) is not covered by the Damage Cover; and
- (ii) is caused or contributed to by you or an Approved Driver,

you are responsible for all costs associated with returning the Car to that condition, including replacing any Car accessories supplied to you at the date of Car Handover.

- (e) If the Car is not returned on the day of the Return Appointment we may report the Car as stolen.
- (f) We will not, under any circumstances, be liable to you or the Approved Driver for any personal belongings left in the Car after Car Return.

#### 16.3 Other costs and amounts payable on termination

- (a) If:
  - (i) we terminate this contract pursuant to clause 15.3 (for any reason); or
  - (ii) you terminate this contract pursuant to clause 15.2 (for cause),

we will refund you any amounts paid in advance by you to us in connection with your EV subscription.

- (b) We may deduct any reasonable costs incurred by us from the refund under clause 16.3(a).

#### 16.4 Other consequences of expiry or termination

- (a) Expiry or termination of this contract will not affect any rights that we or you may have accrued before that time, including your obligation to pay us any amount due at the date of expiry or termination.
- (b) Clauses 4 (Representations and warranties), 5 (Car and related Services), 6 (Use of the Car), 7 (Traffic offences and tolls), 8 (Ownership of Car), 9 (Access to Premises), 10 (Fees), 11 (GST), 12 (Car Damage Cover), 13 (Liability and Our Consumer Obligations), 18 (Intellectual Property), 19 (Confidentiality), 20 (Privacy and GPS Units), 21 (Data), 24 (Complaint handling and dispute resolution), and 25.5 (Waiver) survives expiry or termination of this contract.
- (c) Unless this contract expressly requires otherwise, your obligations under this contract (whether express or implied) bind you during the Subscription Period for each Car and any period of holding over.

- (d) The termination rights under this contract do not affect any other termination rights under Law, or where otherwise agreed by you and us.

### 17. Personal Property Securities Act

- (a) In this contract, the terms "Security Contract", "Security Interest", "Purchase Money Security Interest", "Registration", "Personal Property Securities Register" (or "PPSR"), "PPS Lease", "Proceeds", "Financing Statement", "Verification Statement", "Financing Change Statement" and "Secured Party" have the meanings given in the PPSA.
- (b) You hereby acknowledge that this contract constitutes, or may constitute, a Security Contract which creates a Security Interest over the Car in favour of us, one of our Related Bodies Corporate and/or the Car Supplier, and all proceeds thereto under this contract or which otherwise arises out of or in connection with this contract or the performance of it.
- (c) If the term of this contract is such that it may fall under the definition of a PPS Lease under section 13(1) of the PPSA, you acknowledge that a special type of Security Interest known as Purchase Money Security Interest may be created.
- (d) You acknowledge and agree that by entering into this contract, you grant a Security Interest over the Car to us, one of our Related Bodies Corporate (if applicable) and the Car Supplier. You agree that we, one of our Related Bodies Corporate and/or the Car Supplier, can without notice to you register a Security Interest (either as a Purchase Money Security Interest if the lease is a PPS Lease or otherwise as an ordinary Security Interest) on the PPSR.
- (e) You acknowledge, agree and undertake to:
  - (i) promptly sign any further documents and/or provide any further information (which information you warrant to be complete, accurate and up to date in all respects) which a Secured Party may reasonably require to enable perfection of its Security Interest or registration of a Financing Statement or Financing Change Statement on the PPSR;



- (ii) not register a Financing Change Statement or make a demand to alter the Financing Statement pursuant to section 178 of the PPSA in respect of the Car without the prior written consent of the relevant Secured Party;
- (iii) give each Secured Party not less than 14 days written notice of any proposed change in your details (including but not limited to, changes in your address, facsimile number, email address, name (including trading name) or business practice), together with details of the proposed changes;
- (iv) waive any rights that you may have had under section 115 of the PPSA upon enforcement;
- (v) pursuant to section 157 of the PPSA, except to the extent prohibited by the PPSA, you agree to waive the right to receive any notice otherwise required to be given by any Secured Party under section 157 of the PPSA (including any right to receive any Verification Statement in respect of any Financing Statement or Financing Change Statement) or any other provision of the PPSA in connection with any Security Interest;
- (vi) release and hold harmless any Secured Party from any liability whatsoever in the event of any dispute between a Secured Party and you as to whether any interest registered on the PPSR constitutes a valid Security Interest; and
- (vii) indemnify each Secured Party from any cost reasonably incurred by that Secured Party in amending or withdrawing any Security Interest registered by the Secured Party over the Car provided to you, excluding where the Registration has occurred through error or mistake on behalf of the Secured Party.

- (f) You further agree in accordance with section 115(1) of the PPSA that the following provisions of the PPSA will not apply to the enforcement of this contract or in relation to any Security Interest: section 95 (notice of removal of accession) to the extent it requires a Secured Party to give a notice to you; subsection 121(4) (enforcement of liquidated assets – notice to grantor); section 130 (notice of disposal), to the extent that it requires the Secured Party to give a notice to you; subsection 132(4) (statement of account if no disposal); section 135 (notice of retention); and section 143 (reinstatement of security contract).

## 18. Intellectual Property

- (a) Any material (including any Intellectual Property in that material) owned by you or us at the commencement of this contract will continue to be owned by you or us respectively.
- (b) If any material is developed or created during the performance of this contract, we will own all rights in that material, including Intellectual Property. You agree to assign all rights in that material to us on creation and do anything further that we require to give effect to this contract.
- (c) If you provide, submit, send or receive any content to us under or in connection with this contract, you licence us to use, reproduce, modify, adapt and develop that content on a perpetual, worldwide and royalty-free basis for our and our Related Bodies Corporate's business purposes, including the purposes of improving and developing our EV subscriptions.

## 19. Confidentiality

- (a) Subject to clause 19(b), each Party must keep the Confidential Information of the other Party confidential and not directly or indirectly disclose or make available that Confidential Information to any other person.
- (b) Subject to clauses 19(c) and 19(d), each Party may disclose Confidential Information of the other Party:
  - (i) with the prior written consent of that other Party;
  - (ii) to comply with the Law;



- (iii) to the extent necessary to perform this contract;
  - (iv) to its Related Bodies Corporate, its professional advisers, bankers, insurers or auditors; or
  - (v) to enforce its rights or defend any Claim or action arising out of or in connection with this contract.
- (c) Each Party must ensure that any person that it discloses Confidential Information to under clause 19(b)(i) or clause 19(b)(iii) to clause 19(b)(v) (inclusive) complies with the Party's obligations under this clause 19 as if it were the Party.
- (d) Each Party must, if practicable, before disclosing Confidential Information under clause 19(b)(ii), give the other Party prior notice of the disclosure and consult with that other Party regarding the form and content of the disclosure.

## 20. Privacy and GPS Units

- (a) You authorise us to collect, use, disclose and store your, and any Approved Driver's, Data and Personal Information for the purpose of providing you with your EV subscription. You agree that you have obtained all relevant consents from any Approved Drivers and made them aware of the terms and conditions of this Contract, including that we and you may be exchanging Data and Personal Information about them.
- (b) Our Privacy Policy, which is available at [www.agl.com.au](http://www.agl.com.au), provides you with information on how we collect, use, disclose and store Personal Information and on how you can access or correct Personal Information we hold about you, how to make a privacy-related complaint, and how we will deal with such a complaint.
- (c) You agree that we may, subject to the Privacy Act, exchange Data, including Personal Information, with third parties, such as manufacturers and suppliers of the Car or Services, the Car Supplier, a Car Supplier Representative, an Insurer, the Charging Station Supplier (where applicable), an Authority or for the use of a third party software or web application in connection with the Car or Services, where that is necessary to provide You with the Car or Services, comply with Laws or Regulatory Requirements or for a purpose set out in our Privacy Policy.
- (d) Subject to the Privacy Act and this clause 20, you agree that our third party providers may collect, store, use and disclose Data, including Personal Information, about you:
- (i) as described in their privacy policies or statements provided to You;
  - (ii) to provide the EV subscription to you and products and services to us;
  - (iii) to communicate product information for safety, maintenance and product improvement purposes to you; and
  - (iv) to maintain, improve and enhance their products and services.
- (e) The Car Supplier may fit and operate GPS Units to the Car to track the Car during the Subscription Period. By agreeing to this contract or taking possession of the Car, you authorise us and the Car Supplier to use the GPS Unit to track the Car until it is returned on termination of this contract. You must not, and must ensure that the Approved Driver does not, tamper with the GPS Unit or remove it from the Car.

## 21. Data

- (a) Your EV subscription may capture, create or generate Data and you consent to the transmission of the Data to us. Any Intellectual Property in the Data is owned by us or our third-party partners (and is our Confidential Information).
- (b) To the extent any Data includes Your Personal Information, clause 20 of this contract applies to our access to, use of and sharing of that Data.



- (c) To the extent the Data does not include (and would not in any way reveal) any of your Personal Information, by using EV subscription you:
  - (i) consent and agree to our access to, use and sharing of Data for any purpose that we see fit, including us sharing the Data with:
    - (A) third parties, such as a Car Supplier, installer, the Australian Energy Market Operator, the Distributor, a government agency or academic or research organisation including for research or knowledge sharing purposes;
    - (B) any person as required under the Regulatory Requirements; and
    - (C) our Related Bodies Corporate, for internal assessments, developing new products and services and marketing activities for existing or new products and services.
  - (ii) consent to our access to, and use of, Data under clause 21(c)(i) continuing even if you cease to be an EV subscription customer; and
  - (iii) acknowledge that an Authority may make Data available to the public in connection with any agreements or funding arrangement between us and that Authority.
- (d) You may withdraw the consents contained in this clause 21 at any time by notifying us, but you acknowledge that doing so may prevent us from providing you with your EV subscription and may also impact the functionality of your EV subscription.
- (e) This clause 21 continues after the end of this contract.

## 22. Force Majeure

- (a) If an event outside our or your reasonable control including an act of nature, war or terrorism, national emergency, epidemic and act or inaction of government or regulatory agency (**Force Majeure**) prevents us or you from complying with any obligations under this contract, other than any obligation to pay money, then those obligations will be suspended for the duration of the Force Majeure.
- (b) If we or you are affected by a Force Majeure (being an Affected Party), then the Affected Party will use its best endeavours to:
  - (i) promptly notify the other Party of, and provide full details about, the Force Majeure event (including its likely duration and the obligations affected); and
  - (ii) minimise, overcome or remove the Force Majeure as quickly as practicable, and to give the other Party details of how it will do so (but this will not require either Party to settle any industrial dispute).
- (c) If we are affected by a widespread Force Majeure, our requirement to give you prompt notice under clause 22(b) will be satisfied if we make the necessary information available by way of providing a 24 hour telephone service within 30 minutes of (or as soon as practicable after) being advised of the Force Majeure.

## 23. Regulatory Requirements

- (a) Some Regulatory Requirements are optional or permit the parties to vary or exclude them by contract. If a term or condition of this contract is not consistent with a Regulatory Requirement, then this contract will prevail except to the extent that the Regulatory Requirement does not permit this.
- (b) If any matter required to be dealt with by a Regulatory Requirement is not, or is only partly, expressly dealt with in this contract, then that matter is incorporated into this contract.
- (c) If any term or condition of this contract is rendered void for inconsistency with a Regulatory Requirement, then the relevant Regulatory Requirement is incorporated into this contract as required.





## 24. Complaint handling and dispute resolution

- (a) If you have a query or complaint, you may contact us in writing or by telephone.
- (b) We will address any complaints in accordance with our complaints handling and dispute resolution procedure, which can be located at [www.agl.com.au](http://www.agl.com.au), or is available on request.
- (c) We will inform you of the outcome of your complaint within a reasonable time. If you are not satisfied with our response to your complaint, you may refer your complaint to the energy ombudsman in the State in which the Premises are located.

## 25. General

### 25.1 Notices

- (a) Except where otherwise stated in this contract or required under any Regulatory Requirements, any communication between you, your Approved Driver, and us under this contract may be in person, in writing, by telephone or by electronic communication.
- (b) An electronic communication can include, among other types of communications, email, short message service or multi-media message service, and may consist of a notice with a link to learn more about the details of that notice on our website. Any communication may be made by electronic communication unless you or your Approved Driver have provided us with notice that you would prefer to receive communications by mail.
- (c) Any written communication by you, your Approved Driver or us is deemed to have been received:
  - (i) if sent by mail, at the estimated delivery time of ordinary post as published by Australia Post; or
  - (ii) if sent by electronic communication, on the earlier of receipt of delivery confirmation or the day of transmission (unless otherwise notified that delivery of the communication was unsuccessful or delayed).

### 25.2 Transferring this contract

- (a) We may assign, transfer or novate our rights and obligations under this contract to another person at any time by notice to you and your Approved Driver, if:
  - (i) that person is a Related Body Corporate of us; or
  - (ii) it forms part of the transfer of all or a substantial part of our electric vehicle business to that other person.
- (b) Unless you elect to terminate this contract under clause 15.2(c), you and your Approved Driver agree to execute any documentation we reasonably require to give effect to an assignment, transfer or novation of our rights and obligations under clause 25.2(a).
- (c) You and your Approved Driver may assign, transfer or novate your rights and obligations under this contract at any time with our consent.
- (d) Subject to clause 25.225.2(c) or unless otherwise agreed under this contract, you and your Approved Driver cannot assign, transfer or novate your rights and obligations under this contract to any third party.
- (e) This contract binds any executor or administrator of your estate. If you or your Approved Driver die during the term of this contract, your executor or administrator must perform the remainder of this contract on your behalf.

### 25.3 Subcontracting by us

We may subcontract any of our obligations, under this contract to one of our Related Bodies Corporate or to a subcontractor of us or any of our Related Bodies Corporate. The subcontractors will perform all work to the standard set out in this contract.

### 25.4 Applicable law

This contract is governed by the laws in force in the State in which the Premises are located. The parties submit to the non-exclusive jurisdiction of the courts in that State.

### 25.5 Waiver

Except as otherwise provided in this contract, a right created under this contract may only be



waived in writing signed by the Party granting the waiver.

#### 25.6 Severability

If any part of this contract is or becomes illegal, void or unenforceable, this does not invalidate the rest of the contract, which will remain in full force and effect.

#### 25.7 Interpretation

(a) In this contract:

- (i) headings are included for convenience only;
- (ii) the singular includes the plural and vice versa;
- (iii) a reference to a document or any Regulatory Requirement includes any variation or replacement of it from time to time; and
- (iv) references to persons include any body corporate and any government agency, and include that person's:
  - (A) executors, administrators, successors, substitutes and permitted assignees; and
  - (B) officers, employees, contractors, agents or other representatives.

(b) The words 'include' or 'including' or 'for example' are not words of limitation, and are intended to be non-exhaustive examples.

(c) Where any part of the contract refers to a clause number, that reference is to a clause of that part of the contract unless otherwise stated.

(d) Where this contract specifies a date or a period of time, and that date or period of time:

(i) dates from a given day, or the day of an act or event, then it is to be calculated exclusive of that day;

(ii) commences on a given day, or the day of an act or event, then it is to be calculated inclusive of that day; and

(iii) is required to occur on or by a day that is not a Business Day, then it can occur on or by the next Business Day.

(e) Except where otherwise stated, if we are entitled to exercise our discretion under this contract, we will do so acting reasonably and on reasonable grounds, including considerations relating to:

(i) whether circumstances were beyond your or your Approved Driver's reasonable control, or were accidental but not negligent;

(ii) your and your Approved Driver's history with us and our Related Bodies Corporate, including your conduct under this contract, your Approved Driver's AGL Electricity Sale Contract (if any) and any previous contract with us for the sale and supply of your EV subscription;

(iii) our evaluation of the likelihood that you and your Approved Driver will fulfil your respective obligations under this contract or your Approved Driver's AGL Electricity Sale Contract (if any) in the future; and

(iv) the consistent application of our policies applying to similar customers in similar circumstances (including departing from these policies in relevantly different circumstances).



## Part B. Product Specific Terms

The following specific terms and conditions apply to each type of EV subscription and are in addition to the General Terms set out in this contract.

### Part B.1. Standard Subscription

#### 1. Representations and warranties

In addition to the representations and warranties in clause 4(a), you warrant and represent to us that you and any Approved Driver will only use the Car for non-commercial use (which includes not using the Car, or allowing the Car to be used, for the purposes of providing any ride share or courier services). You make this warranty and representation at the times specified in clause 4(c).

#### 2. 'Carbon Neutral'

- (a) If the Subscription Details state Carbon Neutral is included at a Premises, we will (at our cost) apply AGL's Carbon Neutral Terms to the AGL Electricity Sale Contract at that Premises for the Subscription Period.
- (b) AGL is only required to apply the Carbon Neutral Terms to one of the Premises under this contract.

#### 3. AGL Credits

- (a) You will be entitled to an AGL Credit if the Subscription Details specify we will provide you with an AGL Credit.
- (b) The AGL Credit may be provided to you subject to you complying with additional terms and conditions set out in the Subscription Details.
- (c) Where you are entitled to an AGL Credit, we may provide you with that AGL Credit either by:
  - (i) us reducing the amount payable by you to us under this contract by the amount of the AGL Credit; or
  - (ii) one of our Related Bodies Corporate (acting as our agent) crediting a bill issued pursuant to the AGL Electricity Sale Contract at the Premises in the amount of the AGL Credit.

#### 4. EV Charging Station

- (a) If the Subscription Details state that an EV Charging Station is included in your EV subscription, Part B.4 applies to your subscription in addition to this Part B.1.



## Part B.2. Novated Subscription

### 1. Representations and warranties

In addition to the representations and warranties in clause 4(a), you warrant and represent to us that you and any Approved Driver will only use the Car for non-commercial use (which includes not using the Car, or allowing the Car to be used, for the purposes of providing any ride share or courier services). You make this warranty and representation at the times specified in clause 4(c).

### 2. Termination within the first three months of your Subscription Period

- (a) We may only exercise our right to terminate this contract under clause 15.3 (for any reason) after the period which ends three months after the Car Handover Date (**Initial Three Months**).
- (b) At any time prior to the end of the Initial Three Months, we may exercise our right to terminate this contract under clause 15.4 (for cause).
- (c) If:
  - (i) we terminate the contract under clause 15.4 (for cause); or
  - (ii) you exercise your right, or your employer exercises their right, to terminate this contract under clause 15.1 (You may terminate for any reason),

any time prior to the end of the Initial Three Months, you will be liable for any costs arising from such termination (including any fringe benefit tax amounts payable).

### 3. Approved Driver

An Approved Driver must:

- (i) be an employee of the employer to whom this contract is novated; or
- (ii) meet the definition of an associate per the *Fringe Benefits Tax Assessment Act 1986* (Cth).

### 4. Novation of your rights and obligations to your employer

- (a) Your rights and obligations under this contract will novate to your employer pursuant to a Novation Agreement.
- (b) Under the Novation Agreement, the rights and obligations that remain with you (and do not novate to your employer) are set out in:
  - (i) clause 7 (Traffic offences and tolls);
  - (ii) clause 10 (Fees) and clause 11 (GST) but only to the extent that it relates to any fees, charges or any other amounts that are payable by you to us in respect of other obligations that remain with you pursuant to the Novation Agreement;
  - (iii) clause 14 (Making changes to this contract) but only to the extent that it relates to any other rights and obligations that remain with you pursuant to the Novation Agreement;
  - (iv) clause 15 (Termination) to the extent that it relates to any other rights and obligations that remain with you pursuant to the Novation Agreement;
  - (v) clause 15.1 (You may terminate for any reason); and
  - (vi) clause 15.2 (You may terminate for cause).

### 5. Periods of unpaid leave

You must tell us as soon as possible in writing if you commence, or plan to commence, a period of unpaid leave (or other such leave) on terms which are likely to result in an insufficient amount of salary being available for your employer to withhold the Fees (and any other amounts that are payable in accordance with the Novated Subscription – Employer).



## Part B.3. B2B Subscription

### 1. Business Use

- (a) You may, subject to clause (b) of this Part B.3, use and allow the Car to be used for commercial or business purpose (Business Use) provided that it is not used for ride share, or courier services or otherwise to transport passengers, goods or property for hire, fare or reward.
- (b) If you intend to use the Car for a Business Use, you must advise us of the intend Business Use(s) prior to accepting the Subscription Details.

### 2. Approved Drivers

The following provisions apply in addition to the requirements in clause 4 of the General Terms (set out in Part A):

- (a) You must appoint a Primary Approved Driver for the Car.
- (b) At the time you become bound by this contract, the Primary Approved Driver is the person specified as such in the Subscription Details. You may notify us in writing of a change to the Primary Approved Driver from time to time during the Subscription Period.
- (c) The Primary Approved driver is an Authorised Driver for the purposes of that term wherever used in the contract.
- (d) You warrant and represent to us that the Primary Approved Driver is an authorised representative appointed by you to complete the Condition Report on your behalf.

### 3. Car Handover and Car Return

The following provisions replace existing clauses in the General Terms (set out in Part A):

- (a) Instead of clause 5.1(b) the following provision applies: At Car Handover, the Primary Approved Driver must:
  - (i) present their driver's licence and the driver's licence of each Approved Driver; and
  - (ii) complete and sign the Condition Report with a Car Representative.

- (b) Instead of clause 16.2(c)(iv), the following provisions applies: The Primary Approved Driver must complete and sign the Condition Report. If the Primary Approved Driver (or other authorised representative appointed by You to complete the Condition Report on your behalf) fails to completed and sign a Condition Report made available to you at the time of Car Return, you will be deemed to have accepted the Condition Report as reasonably completed by us.

### 4. Charger Installation Fee

If the Subscription Details state that an EV Charging Station is included in you EV subscription and Part B.4 applies to your subscription, the following provisions replace existing clauses in that Part B.4:

- (a) Instead of clause 1(b) the following provision applies: You will be required to pay:
  - (i) Charger Installation Fee, for which an estimate is included in your Subscription Details; and
  - (ii) the Charger Fee specified in Part C, which will be included in the final Subscription Fee specified in your Subscription Details.
- (b) Instead of clause 3.2 the following provision applies:
  - (i) Unless expressly stated in the Subscription Details, the Estimated Charger Installation Fee included in the Subscription Details is based on a Standard Installation. Prior to installing the Charger, we will complete a Site Assessment (on a date agreed by You) to confirm the amount of the charger installation fee (Charger Installation Fee).



- (ii) We may become aware (during the Site Assessment or otherwise) that the Premises have particular Site Issues or complexities that could not have been reasonably foreseen by us prior to completion of the installation, including that the installation is not a Standard Installation. If this occurs, or if we otherwise demonstrate that any of the costs associated with the supply and installation of the EV Charging Station have increased before completion of the installation, then we will inform you of the extra costs and any other variations required to this contract, as soon as practicable, by sending you a written notice describing the proposed variation. That notice will include:
    - (A) the cost of the additional or omitted work required (if applicable);
    - (B) the Charger Installation Fee payable by you for the installation of the EV Charging Station;
    - (C) any change to the installation design (if any) previously provided to you; and
    - (D) any change to the estimated installation date.
  - (iii) If you accept a proposed variation under clause 3.2(b) of this Part B.4, then you must pay the Charger Installation Fee within 30 days of receipt of invoice.
  - (iv) If you do not accept a proposed variation under clause 3.2(b) of this Part B.4 within 14 days of the date of our notice to you, then we will not supply you the EV Charging Station and your Subscription Fee will be reduced by an amount equal to the Charger Fee (unless you have chosen to terminate the contract).
- (c) The following definitions apply in addition to the definitions included in Part D (Definitions):
- (i) Business Use has the meaning given in clause 1(a) of Part B.3.
  - (ii) Charger Installation Fee has the meaning given in clause 4(b)(i) of Part B.3.
  - (iii) Estimated Charger Installation Fee means the amount specified in your Subscription Details. The final Charger Installation Fee will be confirmed following a Site Assessment in accordance with clause 4(b) of Part B.3.



## Part B.4. EV Charging Station

### 1. EV Charging Station

- (a) If the Subscription Details state that an EV Charging Station is included in your EV subscription, this Part B.4 applies to your subscription in addition to the other Product Specific Terms relevant to your type of EV subscription and the General Terms set out in this contract.
- (b) You will be required to pay the Charger Fee specified in Part C, which will be included in the final Subscription Fee specified in your Subscription Details.
- (c) If you terminate this contract in the first six months, we may (acting reasonably) charge you the Charger Removal Fee specified in Part C in accordance with clause 4.1 of this Part B.4.
- (d) You should make your own enquiries to find out how installation of the EV Charging Station may impact on any:
  - (i) agreement between You and the Distributor; and
  - (ii) structure, equipment or infrastructure at the Premises, including any manufacturer's warranties

and subject to Our Consumer Obligations, you agree that we are not liable for any Loss, damage or liability you suffer as a result of the impact of the installation of the EV Charging Station on any of the above, except to the extent the impact is caused by our negligence or the negligence of a subcontractor engaged by us (subject to clause 13(c)(iii) which limits our liability for certain losses).

### 2. Representations and warranties

In addition to the representations and warranties in clause 4(a), you warrant and represent to us that:

- (a) you own and occupy the Premises where the EV Charging Station will be installed, or if you are not the owner of the Premises, you have obtained the consent of the owner in relation to the installation of the EV Charging Station at that Premises in accordance with this contract;

- (b) you have obtained the consent of any body corporate or strata manager (where applicable) in relation to the installation of the EV Charging Station at that Premises in accordance with this contract; and
- (c) that Premises has off-street parking suitable for the installation of an EV Charging Station.

### 3. Installation of Charging Station

#### 3.1 Access to Premises

- (a) You must grant permission to us to access the Premises or procure the access for us to attend the Premises (including by obtaining any required owner consents), and ensure that we have sufficient access to the Premises, at a reasonable time, to safely:
  - (i) install the EV Charging Station and uninstall and remove it at the end of this contract, including any testing required for these purposes; and
  - (ii) maintain, diagnose faults, and repair the EV Charging Station as reasonably determined by us to comply with our obligations under this contract.

- (b) You will use your best endeavours to attend the Premises for the installation of the EV Charging Station. If you cannot attend, you will ensure a nominated representative attends on your behalf. You will have no recourse against us for any decisions made by your nominated representative on your behalf.

#### 3.2 Proposed variations to Installation

- (a) Unless expressly stated in the Subscription Details, any installation works we provide are based on a Standard Installation. You are responsible for all installation costs and works that are not a Standard Installation.



(b) We may become aware that the Premises have particular Site Issues or complexities that could not have been reasonably foreseen by us prior to completion of the installation, including that the installation is not a Standard Installation. If this occurs, or if we otherwise demonstrate that any of the costs associated with the supply and installation of the EV Charging Station have increased before completion of the installation, then we will inform you of the extra costs and any other variations required to this contract, as soon as practicable, by sending you a written notice describing the proposed variation. That notice will include:

- (i) the cost of the additional or omitted work required (if applicable);
- (ii) the proposed increase or decrease to the Charger Fee by a reasonable corresponding amount or, alternatively (in AGL's discretion acting reasonably), the additional lump sum amount payable by you for the installation of the EV Charging Station;
- (iii) any change to the installation design (if any) previously provided to you; and
- (iv) any change to the estimated installation date.

(c) If you accept a proposed variation under clause 3.2(b) of this Part B.4, then you must pay the increased Charger Fee (which will be added to the Subscription Fee) or lump sum amount in accordance with the agreed date for payment.

(d) If you do not accept a proposed variation under clause 3.2(b) of this Part B.4 within 14 days of the date of our notice to you, then we will not supply you the EV Charging Station and your Subscription Fee will be reduced by an amount equal to the Charger Fee (unless you have chosen to terminate the contract).

### 3.3 Switchboard Works

Switchboard Works are not included in a Standard Installation, and you are responsible for Switchboard Works unless we expressly agree in writing to carry out this work.

### 3.4 Quality of Installation

(a) All work done under this contract will comply with:

- (i) the Building Code of Australia to the extent required by Law;
- (ii) all other relevant codes, standards and specifications that the work is required to comply with under any Law or Regulatory Requirements; and
- (iii) the conditions of any relevant building permit, development consent or complying development certificate provided to us.

(b) Any plans and specifications for work to be done under this contract in relation to the EV Charging Station (including any variations to them) are taken to form part of this contract.

### 3.5 Supplying and installing the EV Charging Station

(a) We will take every reasonable precaution when installing and uninstalling or removing the EV Charging Station at the Premises. However, minor property damage may arise with installation and uninstallation of the EV Charging Station (such as nail holes and paint scuffs) and we are not liable in respect of such minor property damage except to the extent such damage is caused by our negligence, our breach of this contract or breach of Our Consumer Obligations (subject to clause 13(c)(iii) which limits our liability for certain losses).

(b) In addition, we did not build the Premises, have not undertaken any structural assessments, and cannot assess:

- (i) the integrity or ventilation of the building or other enclosure, surface or structure where the EV Charging Station is to be installed and stored; or
- (ii) the safety, structural integrity or working order systems or other infrastructure at the Premises with which the EV Charging Station will integrate.

Subject to any of Our Consumer Obligations, we are not liable in respect of such issues.

(c) You acknowledge and agree that during the installation and uninstallation of the EV Charging Station, we may require all electrical equipment or power at the Premises be switched off.

### 3.6 Time

(a) Time is not of the essence under this contract.





- (b) Any dates quoted for any Site Assessment and supply and installation are estimates only (and may alter or be delayed by reasons outside of our control, including Switchboard Works, Site Issues, Premises suitability, approvals (such as building or council approvals), and unavailability of the EV Charging Station hardware or installers).

## 4. Termination

### 4.1 You may terminate for any reason

- (a) If you terminate this contract under clause 15.1 within 6 months of the Installation Date, we may (acting reasonably) charge you the Charger Removal Fee to cover the cost of removing the EV Charging Station from your home.
- (b) If the EV Charging Station has been damaged, destroyed or lost, you will be liable for our reasonable costs in repairing or replacing it to the extent that we reasonably consider that you or an Approved Driver is at fault, unless we agree otherwise in writing.

### 4.2 We may terminate for cause

We may terminate the contract under clause 15.4 if you notify us, or we become aware, that the Premises has been sold, leased, hired, sublet, licensed, transferred or assigned to a third party in circumstances where you have not arranged for us to relocate the EV Charging Station.

## 5. Return of Charging Station

- (a) At the end of the Subscription Period or termination of this contract (whichever is earlier), you must provide us with access to the Premises at a reasonable time to uninstall and remove the EV Charging Station.
- (b) We will contact you to arrange a date and time that's mutually agreeable for us to do so, or failing that, will provide you with at least 10 Business Days' prior notice of a date and time nominated by us (**Removal Appointment**).
- (c) You may reschedule the Removal Appointment by providing us with at least 8 hours prior notice. If you provide us with less notice, we may (acting reasonably) charge you our reasonable costs associated with rescheduling.

- (d) If we are unable to uninstall and remove the EV Charging Station because you have not granted our access to the Premises (on the day of the Removal Appointment or after us having made reasonable attempts to arrange a Removal Appointment), you will be liable for the replacement cost of the EV Charging Station.
- (e) Notwithstanding clause 5(a) of this Part B.4, we may, at our discretion, elect to abandon all of our rights in relation to the EV Charging Station and relinquish all title in relation to the EV Charging Station.

## 6. Offer to purchase

- (a) You may offer to purchase the EV Charging Station at any time during the Subscription Period. If you would like to make an offer, please contact us.
- (b) Whilst we are under no obligation to accept your offer, generally, we will accept an offer to purchase the EV Charging Station for an amount equal to the Market Price for the EV Charging Station less the total Charger Fees paid by you for the EV Charging Station. We may accept a lower price.
- (c) If we notify you that we intend to accept your offer, you must enter into a separate sale agreement with us for the transfer of the EV Charging Station and any other documents legally required to give effect to the transfer. The sale agreement will specify that our title to the EV Charging Station will only be transferred to you after we have received the purchase price from you.
- (d) The EV Charging Station will be transferred to you on an "as is" basis at the time we receive the purchase price. All risk in the EV Charging Station will pass to you at that time. You must remove any tags or notices that identify the EV Charging Station as the property of AGL promptly after the transfer.
- (e) You must pay any stamp duty or other costs of transferring ownership of the EV Charging Station to you if applicable.



## Part C. Fees

The Fees payable in relation to your EV subscription are set out below. We may change the Fees (including the amount and frequency) in accordance with this contract.

Fees	Amount	Standard	Novated		B2B
			Employer paid (pre-tax) <sup>1</sup>	Employee paid (post-tax) <sup>2</sup>	
<b>Upfront Joining Fee</b> – payable in accordance with your Subscription Details.	Set out in the Subscription Details	✓	N/A	✓	N/A
<b>Subscription Fee</b> – payable in accordance with your Subscription Details.	Set out in the Subscription Details	✓	✓	N/A	✓
<b>Security Bond</b> – payable at the time you sign your Subscription	\$1,000 (GST excl) per Car	✓	N/A	N/A	✓
<b>Charger Fee</b> – payable if your Subscription Details state that an EV Charging Station is included.	\$10/week	✓	N/A	N/A	N/A
<b>Late Fee</b> – payable if there is a missed payment of any amount due to us.	\$50/week	✓	N/A	N/A	✓
<b>Additional Kilometre Charge</b> – payable for every kilometre travelled by the Car during the Subscription Period in excess of the Kilometre Allowance.	\$0.30/km (GST incl) \$0.27/km (GST excl)	✓	✓	N/A	✓
<b>Early Termination Fee</b> – payable if you terminate this contract within the Minimum Subscription Period.	Set out in the Subscription Details	✓	✓	N/A	✓
<b>Charger Removal Fee</b> – payable if an EV Charging Station is installed at your Premises as part of the subscription and you terminate this contract within 6 months.	\$300 unless otherwise set out in the Subscription Details	✓	N/A	N/A	N/A
<b>Car Detailing Fee</b> - car cleaning fee payable at Car Return if the Subscription Period for your Car is less than the Minimum Subscription Period.	\$200 (GST incl) \$181.82 (GST excl)	✓	✓	N/A	✓
<b>Administration Fee</b> – administration and handling fee payable for undertaking administration related tasks in respect of this contract.	\$30 (GST incl) \$27.27 (GST excl)	✓	✓	N/A	✓
<b>Handover Service Fee</b> - if the Car is not returned with a greater than 90% charge (if the Car is a battery electric vehicle (BEV)) or have a full tank of petrol (if the Car is a plug-in hybrid electric vehicle (PHEV)).	\$15 (GST incl) \$13.64 (GST excl)	✓	✓	N/A	✓

1. The pre-tax amount deducted from your salary will be the GST exclusive amount.

2. The post-tax amount will be the GST inclusive amount and must be paid directly by you.



## Part D. Definitions

**Affected Party** has the meaning given in clause 22(b).

**AGL Credit** means the amount specified as such in the Subscription Details (if any).

**AGL Electricity Sale Contract** means the contract (if any) with us or one of our Related Bodies Corporate for the supply of electricity at the Premises.

**Approved Driver** means a driver who:

- (a) satisfies the relevant requirements outlined in this contract; and
- (b) is authorized by you to drive the Car; and

where you are an individual, includes you.

**At-Fault Accident** means an accident in relation to which you or the Approved Driver are legally responsible for the Damage, Loss and/or injury.

**Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) as amended or replaced from time to time.

**Australian Energy Market Operator** means the Australian Energy Market Operator Ltd ABN 94 072 010 327.

**Authority** means any government or a governmental, semi-governmental, administrative, monetary, fiscal or judicial body, entity or authority and any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise, delegated authority or similar entity.

**Business Day** means any day other than a Saturday, Sunday or a public holiday in the state in which the Premises are located.

**Car** means the car specified in your Subscription Details and the Condition Report (once completed and signed at Car Handover), including all component parts supplied by us to you. If you have been provided with a replacement car in accordance with this contract, "Car" also refers to that replacement car.

**Car Handover** has the meaning given in clause 5.1.

**Car Handover Date** means the date of Car Handover.

**Car Representative** means an employee, agent, contractor, authorised third party representative or dealer partner of us or the Car Supplier.

**Car Return** has the meaning given in clause 16.2(a)(i).

**Car Services**, in respect of a Car, means scheduled maintenance services, routine service checks and repair services for the Car.

**Car Supplier** means the car subscription service provider nominated by us.

**Carbon Neutral Terms** means AGL's Carbon Neutral Terms as set out at: <https://www.agl.com.au/terms-conditions/carbon-neutral>.

**CBD** means the central business district of the capital city of the State in which you reside.

**Charging Station Supplier** means the relevant third party supplier that may provide the EV Charging Station to you.

**Claim** means any claim, demand, action or proceeding.

**Condition Report** means the document (whether hardcopy or electronic) entitled 'Condition Report' provided by the Car Supplier from time to time, which forms part of this contract.

**Confidential Information** is any information (in any form) which is disclosed or made accessible by or on behalf of a Party to another Party during or in connection with the negotiation or performance of this contract that:

- (a) is Personal Information;
- (b) is the terms and existence of this contract;
- (c) is expressly stated to be or marked confidential; or
- (d) could reasonably be expected to be confidential in nature,

but excluding information which is:

- (e) in the public domain, other than due to a breach of confidentiality; or
- (f) lawfully obtained by the receiving Party from a different source in circumstances which do not impose a duty of confidence.

**Damage** means:

- (a) any damage to the Car including its parts, components (including windscreen or tyres) and accessories, and including but not limited to, any damage that occurs during the Subscription Period (excluding fair wear and tear) or results from your or an Approved Driver's use of the Car, any damage caused a third party, or damage from hail, flood, fire, storm, cyclone or other natural disasters;
- (b) towing and salvage fees and assessing fees; and



(c) Loss of Use as a result of that damage or theft.

**Damage Cover** means the comprehensive insurance cover arranged by the Car Supplier in relation to the Car.

**Damage Liability Amount** has the meaning given in clause 12(f).

**Data** means any data or information collected, captured, generated or processed in relation to or in connection with your EV subscription, your generation and consumption of energy, and any other data that may be transmitted to us in connection with our provision of the EV subscription to you (which may include your Personal Information).

**Distributor** means the entity or person who owns, controls, or operates the distribution system to which the Premises are connected.

**EV Charging Station** means electric vehicle charging station to charge the Car that may be provided to you under this contract.

**Excess** means the amount specified in the Subscription Details.

**Fees** means the fees, payments and charges set out in Part C.

**Force Majeure** has the meaning given in clause 22(a).

**GPS Unit** means a device with electronic global positioning and tracking capabilities, fitted within the Car and used by the Car Supplier to (amongst other things) track, locate the Car, and track the kilometres travelled by the Car.

**GST** has the meaning given in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time.

**GST Amount** has the meaning given in clause 11(b).

**Insurer** means an APRA approved licensed insurer.

**Installation Date** means the date on which the EV Charging Station is installed at the Premises.

**Intellectual Property** means all intellectual property rights (including rights in confidential information and Data) throughout the world, whether present or future, registered or unregistered, including the right to apply for registration of any such rights.

**Kilometre Allowance** means the amount specified in your Subscription Details and assumes a Subscription Period of 12 months. To the extent the Subscription Period is less than, or more than, 12 months the Kilometre Allowance will be calculated on a pro rata basis based on the Subscription Period.

**Law** means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, and includes common law and the principles of equity as applicable from time to time, and any legally binding industry codes of conduct applicable to either you or us.

**Loss** means any loss, liability, damage, cost or expense of any kind, including in respect of a third party.

**Loss of Use** means the loss suffered because the Car identified is being repaired or replaced as a result of an accident or because it has been stolen and is being replaced.

**Major Breach** means a substantial or repeated failure to comply with this contract.

**Market Price** means the amount (inclusive of GST) that you would have paid, calculated as at the date of this contract, if you had purchased the EV Charging from AGL and AGL had installed that EV Charging Station at your Premises.

**Maximum Kilometre Allowance** means 30,000 kms or such other amount agreed between you and us in writing and assumes a Subscription Period of 12 months. To the extent the Subscription Period is less than, or more than, 12 months the Maximum Kilometre Allowance will be calculated on a pro rata basis based on the Subscription Period.

**Maximum Subscription Period** for a Car is 18 months from the Car Handover Date unless otherwise agreed with us in writing.

**Minimum Subscription Period** for a Car is the minimum period specified in your Subscription Details.

**Nominated Account** means the credit card, debit card, bank account or PayPal account that you have nominated for the purposes of making direct debit payments to us pursuant to this contract.

**Novation Agreement** means the agreement between you, your Employer and us in respect of the novation of your EV subscription.

**Our Consumer Obligations** has the meaning given in clause 13(b).

**Overhead Damage** means:

- (a) Damage at or above the level of the top of the front windscreen of the Car; or
- (b) third party Loss, caused by:



- (i) contact between the part of the Car that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
- (ii) use of a Car so that its height exceeds that permitted by law, by-law, regulation or advisory sign in the area of use;
- (iii) objects being placed on the roof of the Car; or
- (iv) you or any person standing or sitting on the roof of the Car.

**Party** means a party to this contract, being either you or us.

**Personal Information** has the meaning set out in the Privacy Act.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Premises** means one or more premises set out in the Subscription Details.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Privacy Laws** means the Privacy Act and any other legislation, principles, industry codes and policies relating to the handling of Personal Information by us.

**Privacy Policy** means the AGL Privacy Policy available at <https://www.agl.com.au/privacy-policy>, as amended from time to time.

**Recall Notice** means a recall notice issued in respect of the Car.

**Recipient** has the meaning given in clause 11(b).

**Regulatory Requirements** means any Commonwealth, State or Territory or local regulation, including any Laws and regulatory and administrative documents, orders, licence conditions, codes, guidelines or standards that are applicable to your EV subscription.

**Related Body Corporate** has the meaning given to that term in the *Corporations Act 2001* (Cth).

**Return Appointment** has the meaning given in clause 15.4(g).

**Road Authority** means VicRoads (where the Car is registered in Victoria), Roads and Maritime Services (where the Car is registered in New South Wales), Department of Transport and Main Roads (where the Car is registered in Queensland) or any equivalent Authority where the Car is registered in another State, and any successor Authority.

**Services** means the services (including any parts of them) supplied by us to you, including any variation to them under this contract.

**Site Assessment** means an inspection of the Premises conducted by us, our employees or subcontractors in accordance with this contract.

**Site Issues** means issues relating to the Premises and the installation or location of the EV Charging Station including, as applicable:

- (a) the installation of the EV Charging Station at the Premises not being a Standard Installation;
- (b) you request additional works outside of a Standard Installation;
- (c) failure of any switchboard, wiring, existing system or its installation or condition to meet applicable standards and requirements, including electrical safety, testing and earthing standards or the Distributor's or our requirements; or
- (d) you fail to provide or ensure adequate access to the Premises and the installation site; or

**Standard Installation** means an installation of an EV Charging Station which has the following features and meets the following requirements:

- (a) no groundworks or other civil works are required to safely install the EV Charging Station;
- (b) your EV Charging Station can be safely installed within 15 metres of your switchboard;
- (c) no Switchboard Works are required to safely install the EV Charging Station;
- (d) no underfloor work (other than easy under house access) or work over two storeys is required to safely install the EV Charging Station;
- (e) your nominated location for installation of the EV Charging Station is structurally sound and suitable for mounting the EV Charging Station in accordance with EV Charging Station Supplier's installation guidelines;
- (f) your electricity meter can, where required by Us, be replaced with a smart meter;
- (g) no electrical remedial work are required to ensure the Premises meets current wiring regulations
- (h) your Premises supply cable will accommodate the EV Charging Station within acceptable voltage rise limits;



- (i) the Premises comply with current standards, regulations, and requirements of the Distributor and will continue to do so after the EV Charging Station is installed and operated; and
- (j) the installation location is deemed suitable by us, acting reasonably.

**Subscription Details** means the document entitled 'Subscription Details'.

**Subscription Period** has the meaning given in clause 2.1 .

**Subscription Type** means the subscription type specified in the Subscription Details.

**Supplier** has the meaning given in clause 11(b).

**Switchboard Works** means any switchboard replacement or upgrade and associated works that may be required or desirable for the effective installation or operation of the Products or for connection of the Products to the electricity grid.

**Underbody Damage** means any damage to the Car including the drive train, chassis, electric vehicle batteries, steering, suspension, brakes, exhaust, floor pan and fuel systems that is caused by or directly results from contact between the underside of the Car and any part of the road way or any object or obstruction including kerbs, gutters, speed or road humps, barriers or wheel stops.