

Contract for EV products and services

Contract Specifics

Please read this carefully as it sets out what You need to know about the terms and conditions of the Products and Services to be provided to You by Us. Those terms and conditions include the Confirmed Order, the Contract Specifics and the General Terms all of which form Our Agreement with You.

Details of Your Products and Services	
Products	The details of the Car and, if applicable, EV Charging Station will be set out in each Confirmed Order.
Services inclusions	<ol style="list-style-type: none">1. Car Handover (clause 4.4)2. 24/7 Roadside Assistance (clause 4.5)3. Servicing and Repair (clause 4.6)
Details of Your contract	
Subscription Fee	<p>The Subscription Fee will be specified in each Confirmed Order and is payable at the frequency specified in the Confirmed Order, commencing on the date specified in the Confirmed Order.</p> <p>The Subscription Fee may change in accordance with this Agreement.</p>
Other Charges applicable to Car subscription	<p>Other charges applicable to Your Car subscription will be specified in Your Confirmed Order and may include:</p> <ol style="list-style-type: none">1. a one-off \$1200 Upfront Joining Fee applies to Your first Confirmed Order;2. If there is a missed payment of any amount due under this Agreement, We will charge Late Fees each week until We receive the overdue amount;3. If You exceed the kilometre allowance specified in Your Confirmed Order, We will charge You an Additional Kilometre Charge as set out in Your Confirmed Order;4. If you cancel within the Minimum Hire Term, We will charge an Early Termination Fee as set out in your Confirmed Order;5. If the Hire Term for Your Car is less than the 30 days, we will charge the Car Detailing Fee as set out in your Confirmed Order;6. If we (or our Car Supplier) is required to forward any correspondence to You regarding a fine, penalty, traffic infringement or toll notice relating to your use of the Car, We (or the Car Supplier) may charge an Administration Fee as set out in your Confirmed Order; and7. If the Car is not returned with a greater than 90% charge or a full tank of petrol (as applicable), We will charge You the Handover Service Fee as specified in your Confirmed Order.

<p>Charges applicable to EV Charger</p>	<ol style="list-style-type: none"> 1. If your order includes an EV Charging Station, you will be required to pay the Charger Fee, which will be included in the final Subscription Fee specified in your Confirmed Order. 2. If you cancel your Confirmed Order in the first six months, We will charge you the Charger Removal Fee specified in Your Confirmed Order to cover the cost of removing the EV Charging Station from Your home.
<p>Swap Cars</p>	<p>If you order a Swap Car, we may require a down payment equivalent to the Upfront Joining Fee to secure the Swap Car, however we:</p> <ol style="list-style-type: none"> 1. will not require a down payment if You have had the initial Car for more than six months and We do not have to do a Special Order; and 2. may not require a down payment if You have had the initial Car for less than six months and We do not have to do a Special Order. <p>If you are required to put down a down payment for a Swap Car, the down payment will be applied against Your first monthly Subscription Fee for the Swap Car.</p>

General Terms

1. Parts of this Agreement

These General Terms form part of Our Agreement with You for Products and Services. This Agreement also includes each Confirmed Order and the Contract Specifics.

2. Commencement of this Agreement

2.1. How this Agreement starts

The Agreement starts on the date that you submit Your Application and by submitting Your Application, you agree to be bound by these terms.

3. Applications

(a) You represent that at all times during the Term of this Agreement:

- (i) the information in the Application is accurate; and
- (ii) the Eligibility Criteria are met.

You must notify Us immediately and in any event within 7 days if at any time this is no longer correct.

- (b) You agree to Us (or Our third-party contractor) performing any relevant consumer credit and driver history checks reasonably necessary for Us to approve Your Application or an order.
- (c) We may refuse Your Application or an order request for any reason and are not required to provide reasons for non-approval.
- (d) If Your Application is not approved by Us, this Agreement will terminate immediately.

4. Order of Products and Services

4.1. Quote Acceptance

You can place an order for Products and Services by completing the following process:

- (a) Complete an order form on Our website (or via one of Our nominated customer service representatives), specifying Your preferred model of Car, confirming your eligibility and including details of all Approved Drivers (if any), and specifying whether you require an EV Charging Station.
- (b) If we accept Your order, We will provide You with an indicative Product Delivery Date and endeavour to keep You updated as to the progress of Your order form. If we do not accept Your order we will notify You.
- (c) Once We have confirmed a Car and Product Delivery Date, We will provide You with a car specific quote (**Car Specific Quote**). The Car Specific Quote will include details of the Car, Product Delivery Date, Subscription Fee, Early Termination Fee, Additional Kilometre Charge, applicable Excess, any other Products (such as an EV Charging Station model if applicable) and any other additional terms and conditions which apply.
- (d) In some cases, additional third party terms may apply to your use of the Car. If this is the case, the additional third party terms will be specified in the Car Specific Quote and will form part of this Agreement once the Car Specific Quote is accepted.
- (e) You can accept or reject a Car Specific Quote by notifying us. Once You have accepted Your Car Specific Quote, it will become a Confirmed Order.
- (f) Multiple Confirmed Orders may exist concurrently as part of this Agreement.

4.2. Hire Term

- (a) The Hire Term for each Product will commence from the relevant Product Delivery Date.
- (b) Unless otherwise stated in the relevant Confirmed Order, the Minimum Hire Term for each Car is 30 days.
- (c) Unless otherwise stated in the Confirmed Order, the Hire Term for each Car will continue month to month, until:
 - (iii) the Confirmed Order is terminated in accordance with this Agreement and the Car is returned; or
 - (iv) the maximum Hire Term in the Confirmed Order (or otherwise notified to You) is reached,whichever is the first to occur.
- (d) If You seek to swap Cars during a Hire Term, You must terminate the Confirmed Order in accordance with this Agreement and accept a new Car Specific Quote following the process in clause 4.1. The Hire Term for the earlier Products leased to You under this Agreement will end and a new Hire Term will commence on the Product Delivery Date of the new Car (**Swap Car**).
- (e) You may possess and enjoy each of the Products during the Hire Term without disturbance by Us.

4.3. Eligibility Criteria

- (e) You and any Approved Driver must be above 21 years of age and beneath 85 years of age, unless You have obtained Our prior written consent.
- (f) You and any Approved Driver must hold and maintain a valid full Australian driver's licence or hold and maintain a valid full driver's licence from Your state of residence from the applicable Road Authority.
- (g) You and any Approved Driver must only use the Car and Products for residential, non-commercial use, unless you have obtained AGL's prior written consent for Business Use.

- (h) You must have passed any relevant consumer credit check (including providing any income or employment information requested by AGL).
- (i) You agree to pay all fines, penalties, traffic infringements, tolls, road user charges and associated costs incurred or arising during the Hire Term (or any period outside the Hire Term in relation to which You or the Approved Driver remain in possession of, or are responsible for, the Car).
- (j) At the date of the Application and each order, You and any proposed Approved Driver must not have:
 - (i) incurred any speeding fines in the last twelve (12) months;
 - (ii) been in greater than two At-Fault Accidents in the last thirty-six (36) months;
 - (iii) had a driver license cancelled or suspended due to any driving offences in the last twenty-four (24) months;
 - (iv) had any insurance refused, cancelled or avoided, insurance renewal not offered, special conditions imposed or claims refused in the last five (5) years;
 - (v) 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 five (5) years; or
 - (vi) been the subject of bankruptcy proceedings in the last seven (7) years,
 unless You have notified Us of such, and We have waived any of the above requirements in writing.
- (k) If the Confirmed Order includes an EV Charging Station, the Premises stated in that Confirmed Order must be within 100kms of the CBD and have off-street parking suitable for the installation of an EV Charging Station (as determined by Us acting reasonably).
- (l) If the Confirmed Order states that an AGL Electricity Sale Contract is required at the Premises, the Premises and person noted in the Confirmed Order must have or maintain an AGL Electricity Sale Contract for the Hire Term.
- (m) If the Confirmed Order includes an EV Charging Station, You must maintain ownership and occupation (as applicable) of the Premises for the relevant Hire Term, or, if You are not the owner of the Premises set out in the Confirmed Order, You must obtain the consent of the owner (including any body corporate or strata manager) in relation to the installation of the EV Charging Station at the premises in accordance with this Agreement.

4.4. Car Handover

- (a) At our election, We will arrange for either:
 - (i) You to pick up the Car from Our nominated site; 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 AGL (**Car Handover**).
- (b) At Car Handover, You must:
 - (i) present Your Driver's Licence and the Driver's Licence of each Approved Driver; and
 - (ii) complete the Condition Report with a Car Representative.
- (c) You authorise Us to disclose Your details and each Approved Driver's details (including Personal Information) to a Car Representative to fulfil Car Handover.
- (d) If You fail to sign the Condition Report at Car Handover, You will not be permitted to collect or take possession of the Car.
- (e) The Condition Report will be deemed to be incorporated into the Confirmed Order.

4.5. Roadside Assistance

- (a) We or Our Car Representative will provide or arrange for Your Roadside Assistance services for the Car, which is included in the Subscription Fee.
- (b) If You require Roadside Assistance because the Car is Damaged, You may be liable for payment of an Excess and/or a Damage Liability Fee in accordance with clause 14.
- (c) If You require Roadside Assistance to replace or repair accessories supplied with the Car, including, but not limited to, GPS units, lost keys, keyless start and remote-control devices, tool kits, and spare tyres, You will be liable for the full replacement or repair cost of those accessories unless we agree otherwise.

4.6. Maintenance, Repair Services and Loss or Damage

- (a) We will provide or arrange for Your scheduled maintenance, routine service checks and repair services required for the Car.
- (b) You must make the Car available at a location nominated by Us as and when the service intervals fall due as notified by Us to You.
- (c) You must immediately inform Us if:
 - (i) a warning light or fault message appears;
 - (ii) You or the Approved Driver become aware of low engine or brake oils, engine coolant levels or tyre pressures; or
 - (iii) the Car develops any fault,and cease using the Car and not perform any repairs.
- (d) You must immediately notify 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, in which case You must deliver to Us every summons, complaint, document or paper in relation to the Claim, Loss or Damage.
- (e) If You do not comply with this clause 4.6, Damage Cover may be denied.
- (f) If You do not comply with this clause 4.6, You and any Approved Driver will be jointly and severally liable for any resulting Damage, Claim or Loss.

4.7. Replacement Cars

- (a) If Your Car is not available for three consecutive days or more to You during the Hire Term for any reason other than due to scheduled maintenance, an accident, or Your breach of this Agreement, we may (at our discretion):
 - (i) arrange for a replacement car to be delivered to You or made available for You to collect (subject to availability of existing fleet stock);
 - (ii) credit your account an amount equal to the Subscription Fee payable by you during the period that the Car is not available; or
 - (iii) pause your Car subscription during the period that the Car is not available.
- (b) We cannot guarantee that any replacement car provided by Us or the Car Supplier to You will be of the same make, model or type as Your Car.

4.8. Infringement Notice Management

- (a) We or the Car Representative will forward to You any parking, speeding and red-light camera fines and other traffic fines and infringements received for the Car to arrange for payment by You or any Approved Driver in accordance with clause 4.3.
- (b) We will charge You an Administration Fee for each infringement we forward to You.

4.9. Tolling

- (c) You are responsible for installing a working tolling device in the Car or an active account with the Car registered in Your name. If You fail to install a working tolling device or if Your device fails and delays payment of toll charges imposed by an Authority, We will notify You of those charges to arrange payment by You, and may charge You handling and administration fees.
- (d) Our Car Supplier may require you to provide payment information at Car Handover to collect and administer tolls in the event you fail to install your own tolling device or if that device fails. If You have provided payment information to Our Car Supplier, you may be charged for those toll charges directly by the Car Supplier and the Car Supplier may also charge You handling and administration fees as specified in the Car Specific Quote.

4.10. Road User Charges

- (a) You must, as soon as reasonably practicable and no later than 7 days following request from AGL or the Car Supplier, provide 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.
- (b) You acknowledge that a failure to supply Us or the Car Supplier with the photograph or information requested under clause 4.10(a) may result in the suspension or cancellation of the Car's vehicle registration and may constitute a Major Breach of the Agreement. You may be charged the Administration Fee by Us or the Car Supplier if we receive correspondence from an Authority regarding the failure to supply the photograph or information.

4.11. Other Conditions of Use

You must ensure that:

- (a) all Laws in relation to the use of the Products are complied with and that the Products are not used in a dangerous, illegal, reckless or negligent manner or in contravention of the rights of any person, or in a manner that a substantial breach of road safety or criminal legislation occurs;
- (b) You take all reasonable care of the Car:
 - (i) to prevent Damage, theft of the Car and Loss (including third party loss);
 - (ii) by using any security device fitted to or supplied with the Car; and
 - (iii) 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;
- (c) You keep the Car locked and secure when not in use and the keys and any keyless start or remote-control device under Your personal control at all times and You must be able to produce those keys and device in the event of a theft of the Car ;
- (d) the Car is not operated by You or the Approved Driver when under the influence of alcohol or drugs;
- (e) the Car is not operated when it is damaged or unsafe;
- (f) each Product is operated with appropriate care and is only used for the purposes for which the Product was designed and manufactured;
- (g) there is no smoking while using any of the Products;

- (h) the Products are not modified in any way, irrespective of whether the modifications are reversible or permanent;
- (i) the GPS Unit located within the Car is not removed, tampered with or modified;
- (j) the Car is not used off-road or on unsealed roads, or for racing, pace making, testing the Car's reliability and speed, or teaching someone to drive;
- (k) the Car is not used to jump start, propel or tow any other Car, and you do not attempt to jump start the Car with any other car;
- (l) the Car is not used to carry a number of passengers which exceeds the designated seating capacity of the Car;
- (m) the Car does not carry anything that would cause it to be overloaded;
- (n) the Car is not used to carry any hazardous, toxic or flammable materials;
- (o) You or any Approved Driver pays for the cost of fuel, vehicle charging and tolls;
- (p) You or any Approved Driver use the correct fuel type or charging cable when using the Car (if applicable);
- (q) the Car is made available for periodic servicing as and when the service intervals fall due;
- (r) no alteration, addition, modification or variation is made to the Products;
- (s) no Product (or any of its parts) is sold, rented, leased, licenced, hired, sublet, transferred, assigned or disposed of, and no person is given (purported or otherwise) any legal rights over any item of the Products or registers or attempts to register any interest in the Products under the *Personal Property Securities Act 2009* (Cth) (other than the registration of any interest in the Products under the PPSA in favour of Us, one of Our Related Bodies Corporate or a Product Supplier); and
- (t) immediately upon request, You provide Us and any regulatory or enforcement authority with Your full, accurate and up-to-date information relating to the use of the Car during the Hire Term.

5. Installation Terms

5.1. 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 Products which require installation such as the EV Charging Station and uninstall and remove those Products at the end of this Agreement, including any testing required for these purposes; and
 - (ii) maintain, diagnose faults, and repair those Products as reasonably determined by Us to comply with Our obligations under this Agreement.
- (b) You will use Your best endeavours to attend the Premises for the installation of the Products. 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.

5.2. Proposed variations to Installation

- (a) Unless expressly stated in a Confirmed Order, 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 Agreement, 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), 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 5.2(b), 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 5.2(b) 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 Confirmed Order).

5.3. Switchboard Works

Switchboard Works are not included in a Standard Installation or the Upfront Joining Fee, and You are responsible for Switchboard Works unless we expressly agree in writing to carry out this work.

5.4. Quality of Installation

- (a) All work done under this Agreement 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 Agreement in relation to the EV Charging Station (including any variations to them) are taken to form part of this Agreement.

5.5. Supplying and installing the EV Charging Station

- (a) We will take every reasonable precaution when installing the Products and uninstalling and removing any Products at the Premises. However, minor property damage may arise with installation and uninstallation of the Products (such as nail holes and paint scuffs). Subject to any of Our Consumer Obligations, We are not liable in respect of such minor property damage.
- (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 Products are to be installed and stored; or
 - (ii) the safety, structural integrity or working order systems or other infrastructure at the Premises with which the Products 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 of and uninstallation of the Products, We may require all electrical equipment or power at the Premises be switched off.

5.6. Time

- (a) Time is not of the essence under this Agreement.
- (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 suitability, approvals (such as building or council approvals), and unavailability of the Products or installers).

6. Additional Services

- (a) From time to time, We may offer to add additional services (including adding additional Products that may be supported by the Services) by prior written notice to You (**Additional Services**). This written notice will set out the terms of the Additional Services, including any Fee impacts.
- (b) If You accept the provision of the Additional Services in the manner set out in the written notice and sign a copy of that notice, then on and from signing that notice:
 - (i) the content of the notice will be incorporated into this Agreement; and
 - (ii) any relevant terms of this Agreement will be varied in accordance with the terms of the notice.

7. Ownership of Products

7.1. Title and risk in the Products

- (a) You acknowledge and agree that:
 - (i) You will not have any ownership or other proprietary interest in the Products, even if they are attached or affixed to the Premises, property or land;
 - (ii) You will not make any alteration, addition, modification or variation to the Products; and
 - (iii) You will not have any rights to deal with the Products and may not sell, transfer, gift or grant any trust over them or allow them to become subject to any mortgage, encumbrance or other security which has the effect of materially prejudicing the rights of the relevant Product Supplier in the Products.
- (b) Despite You not having ownership of the Products You bear the entire risk of Loss arising in connection with the possession, use and storage of the Products. This includes Loss arising from or in connection with theft, destruction, Damage or injury Claims.
- (c) You acknowledge and agree that We, or any person on behalf of Us has not granted any option or made any representation (express or implied, written or oral) that You may purchase or own any Products during the Hire Term or on or after its termination.

7.2. The impact of this Agreement

- (a) You will make Your own enquiries to find out how the Products and Services may impact on:
 - (i) Your AGL Electricity Sale Contract or any other electricity contract; and
 - (ii) any 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 Products and Services on any of the above.
- (b) You are responsible (and We are not liable) for:
 - (i) all charges under Your AGL Electricity Sale Contract and any other electricity contract, associated with the use or operation of the Products and Services;

- (ii) any other electricity charges associated with the use or operation of the Car; and
- (iii) providing and ensuring the compatibility of all hardware, devices, internet connections, systems and software applications that You use, download, install or operate to access and use the Products and Services.

8. Access

- (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, install or uninstall, maintain, repair, pick-up, drop-off, repossess or provide any Products or perform any Services in accordance with this Agreement.
- (b) You must comply with, and must ensure 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.

9. 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, or is available on request.
- (c) We will inform You of the outcome of Your complaint. 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.

10. Payments

10.1 Upfront Joining Fee and Subscription Fees

- (a) You agree to pay to Us:
 - (i) the Upfront Joining Fee;
 - (ii) the Subscription Fee for the Hire Term in accordance with any payment frequency notified to You in any Car Specific Quote (or as agreed from time to time);
 - (iii) any Additional Kilometre Charge payable under clause 10.2; and
 - (iv) any other fees, charges and any other amounts payable by You as specified in the Confirmed Order or otherwise payable pursuant to the terms of this Agreement, by way of direct debit from Your Nominated Account or upon invoice from Us.
- (b) Each payment date during the Hire Term shall be referred to in this Agreement as a Due Date (**Due Date**). You consent to Us debiting from Your Nominated Account all fees, charges and any other amounts payable by You pursuant to the terms of this Agreement when such fees, charges and other amounts become due and payable on each Due Date.
- (c) If, for any reason, We are unable to debit Your Nominated Account for any fees, charges and/or any other amounts payable by You under this Agreement, We may:
 - (i) make three further attempts to debit Your Nominated Account within 24 hours of the first attempt;
 - (ii) request immediate payment of the applicable fees, charges or other amounts;
 - (iii) charge the applicable Late Fee payment; and/or
 - (iv) engage debt collection agencies to recover any payments in arrears.
- (d) If there is a missed payment, We may charge you a Late Fee each week until We receive the overdue amount.

10.2 Additional Kilometre Charge

- (a) For every 12 month period during the Hire Term or other period specified in Your Confirmed Order, You agree to pay Us the Additional Kilometre Charge specified in Your

Confirmed Order for every kilometre travelled by the Car during the Hire Term in Excess of the number of kilometres specified in Your Confirmed Order (**Additional Kilometre Charge**).

- (b) Unless otherwise specified in Your Confirmed Order, if the Hire Term is less than 12 months, or this Agreement ends before a subsequent 12 month period to the initial 12 month period is completed, any Additional Kilometre Charge will be calculated on a pro rata basis based on the period of usage.
- (c) You agree that if You become liable for any Additional Kilometre Charge, We may add the Additional Kilometre Charge to Your Subscription Fee.
- (d) Any outstanding Additional Kilometre Charge at termination of this Agreement will be invoiced to You.

10.3 Traffic Offences, Fines and Fees

- (a) You or any Approved Driver must pay all fines, penalties, traffic infringements, tolls, and associated costs incurred during the Hire Term or any period outside the Hire Term in relation to which You or the Approved Driver remain in possession of, or are responsible for, the Car. You consent to Us or Our Car Supplier automatically debiting any fines, penalties, infringements, tolls and costs referred to in this clause from Your Nominated Account without any notice to You.
- (b) You must notify Us in writing as soon as You become aware that a fine, penalty, traffic infringement or toll has been incurred by You or the Approved Driver. Upon receipt of a fine, penalty, traffic infringement or toll notice, the Car Supplier will either charge you directly (if you have provided payment details at Car Handover) or complete the required documentation to absolve the Car Supplier and Us from liability, nominate You or the Approved Driver as the responsible party and return the documentation and any statutory declaration to the responsible Authority that issued the notice within seven (7) days of receipt of the notice.
- (c) The Car Supplier may charge an Administration Fee in relation to any fine, penalty, traffic infringement or toll notice it processes in accordance with this clause. If We or the Car Supplier receive any further correspondence in relation to the fine, penalty, traffic infringement or toll notice assigned under clause 10.3(b), We or the Car Supplier will charge You a further Administration Fee. All Administration Fees will be debited with Your next Subscription Fee or invoiced to You if this Agreement has been terminated.
- (d) If You or the Approved Driver challenge any fine, penalty, infringement or toll notice, You do so at Your own expense.

11. Business Use

You must provide Us with at least 7 days' prior written notice and seek Our consent before using any Car for Business Use during the Hire Term. When completing Your Application, You must tell Us if You intend to use the Car for a Business Use. If so, the consequences may include:

- (a) an increased Subscription Fee;
 - (b) extra usage (kilometre) charges (if applicable); and
 - (c) change to Car insurance cover,
- details of which will be determined by Us and advised to You.

12. AGL Credits

- (a) You will be entitled to an AGL Credit in relation to the Products if the Confirmed Order specifies 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 notified to You prior to You accepting Your Car Specific Quote.

- (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 Agreement by the amount of the AGL Credit; or
 - (ii) one of Our Related Bodies Corporate (acting as Our agent) crediting the amount payable on the relevant AGL electricity bill in the amount of the AGL Credit.

13. GST

- (a) Unless expressly provided otherwise, all amounts payable under this document are exclusive of GST.
- (b) If GST is payable on a taxable supply made under or in connection with this document, 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, provided that GST also includes any additional tax, penalty, fine, interest or other charge relating to GST.

14. Car Damage Cover

- (a) Subject to the exclusions and requirements set out in this Agreement, We will pay for Damage Cover for the Car during the Hire Term
- (b) If any Damage, Claim, theft of the Car or Loss occurs during the Hire Term or results from Your use of the Car, You must:
 - (i) immediately notify Us; and
 - (ii) follow all instructions given by Us.
- (c) If the Damage Cover is denied for any reason after any Damage, Claim, theft or Loss is assessed by Us, the Car Supplier or the Insurer, You must pay the amount of any Damage Liability Fee beyond the Excess (in addition to Your obligation to pay the Excess).
- (d) The Damage Liability Fee may be determined Us, the Car Supplier or its Insurer.
- (e) You must continue to pay the Subscription Fee in accordance with clause 10.1(a) from the date of the Loss, Damage, Claim or theft of the item of the Car until the earlier of:
 - (i) payment of the Excess by You;

- (ii) the completion of repairs if the Car suffers Damage;
 - (iii) the Car is replaced because it is declared a total loss because it suffers Damage that cannot be repaired; or
 - (iv) the Car is replaced because it is stolen.
- (f) If the Car suffers Damage that is not capable of repair or is stolen, and provided that You have not committed a Major Breach of this Agreement, the Confirmed Order will be terminated and, subject to the availability of a similar Car You will have the option of entering into a Confirmed Order for a new Car.
- (g) You agree that the Damage Cover provided under this Agreement for the Car is subject to:
- (i) Your payment (per incident) of the applicable Excess (and Damage Liability Fee, if applicable);
 - (ii) Your compliance with this Agreement;
 - (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.
- (h) You and the Approved Driver must 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 drugs or alcohol.
- (i) In the event of an accident, You acknowledge that We may insist that the Car be moved to the nearest repairer to secure it.
- (j) You have no cover for any Claim, Loss or Damage resulting from:
- (i) a Major Breach of any of this Agreement;
 - (ii) use of the Car by any person who is not You or the Approved Driver;
 - (iii) if the Car is electric, 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; and
 - (iv) Damage caused by failing to return the Car for servicing as required or requested.
- (k) You are liable for the full cost of replacing or repairing any accessories supplied with the Car including, but not limited to, GPS units, lost keys, keyless start and remote-control devices, tool kits, and spare tyres, unless we agree otherwise in writing.
- (l) You are fully responsible and liable for Claims, Loss and Damage where the Damage Claim is denied by the Insurer, including where the Car is operated or used:
- (i) whilst You (or the Approved Driver) are under the influence of alcohol or drugs to the extent that You (or the Approved Driver) are incapable of having proper control of the Car or whilst You (or the Approved Driver's) blood alcohol content or the level of drugs present in the blood exceeds the limit specified by the law of 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 refuelled with fuel other than which is recommended by the Car manufacturer or charged with incorrect cables (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; or
 - (xi) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed.
- (a) 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 the Approved Driver, or any relative or friend who ordinarily resides with You or the 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 Agreement;
 - (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 breach of this Agreement.
- (b) You acknowledge and agree that Yours and the Approved Driver's liability for causing personal injuries resulting from use of the Car is covered by the statutory schemes for transport accident compensation in each State (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 in which the Car is registered.

15. 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 agreement. These include consumer guarantee rights that the Products and Services We provide to You will be of acceptable quality, fit for the purpose disclosed, and carried out by Us with due care and skill.
- (b) Nothing in this Agreement 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 Agreement to be void,**(Our Consumer Obligations).**
- (c) If We breach Our Consumer Obligations, Our liability to You is limited to Us (at Our election):
 - (i) in the case of Services, supplying the Services again or paying costs of having those Services supplied again; and
 - (ii) in the case of Products, replacing the Products, supplying equivalent products or having the Products repaired, or payment of costs of having those Products, equivalent products or repaired Products supplied to You,except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (where Our liability is not limited under this Agreement).
- (d) 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 Agreement;
 - (ii) Our liability to You for any loss, harm, damage, costs, expenses or claims arising under or in connection with this Agreement (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 Agreement;
 - (iii) We are not liable to You 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 or any reduction in capital value of the Premises, loss or damage to data, loss of contract or loss of opportunity); and
 - (iv) We accept no liability in respect of and shall not be responsible for any theft or breakdown of any Car (except to the extent caused by Our breach of this Agreement), death or personal injury, damage to or loss of property or a Product, damage or loss of any belongings left in any Car, car charging costs, fines, penalties, traffic infringements, tolls and associated costs, excise and taxes.

16. Varying this Agreement

- (a) We may vary this Agreement by written notice to You in any of the following circumstances, with the variation to take effect immediately from that notice:
 - (i) as We consider it necessary to accommodate or comply with any change in Regulatory Requirements, including where We are permitted to do so by a Regulatory Requirement;
 - (ii) to make a change that You requested and We agree to;

- (iii) to make an administrative or typographical change;
 - (iv) to make the terms of this Agreement more favourable to You.
- (b) The Products and Services, including the associated costs and charges for them, can also be varied in accordance with the terms of this Agreement.
- (c) We may vary the amount of any Fees or other charges specified in this Agreement or a Confirmed Order by giving you at least 30 days written notice. If you do not agree to the variation to the Fees or other charges, you may terminate the Agreement (or affected Confirmed Order) by giving Us 30 days' notice in accordance with clause 17.5.
- (d) Any other variation of this Agreement must be agreed by You and Us in writing. We may notify You of a request to vary this Agreement in accordance with this clause, in which case You can either:
- (i) accept the proposed variation of the Agreement, and the Agreement will then be varied;
 - (ii) if You do not accept the proposed variation of the Agreement, terminate the Agreement by giving Us not less than 30 days' notice, in accordance with clause 17.5; or
 - (iii) if You do not accept the proposed variation of the Agreement, the Agreement will continue in effect unless and until terminated in accordance with clause 17.

17. Termination

17.1 You may terminate for any reason

- (a) You may terminate this Agreement or a Confirmed Order by providing Us with 30 days' notice of termination, and that termination will be effective on the date that is 30 days after We receive Your notice of termination.
- (b) If Your Confirmed Order includes an EV Charging Station and you terminate that Confirmed Order within 6 months of the Delivery Date, You will incur a \$300 charger removal fee. If the EV Charging Station has been damaged, destroyed or lost, you will be liable for AGL's reasonable costs in repairing or replacing it.
- (c) If You terminate a Confirmed Order within the Minimum Hire Term, You will incur an Early Termination Fee as set out in Your Confirmed Order.

17.2 We may terminate for any reason

We may terminate this Agreement or a Confirmed Order by providing You with 30 days' notice of termination, and that termination will be effective on the date that is 30 days after You receive Our notice of termination.

17.3 We may terminate for cause

We may terminate this Agreement or a Confirmed Order immediately if:

- (a) at any time prior to the completion of installation of the Products, We reasonably determine that it is not technically or operationally feasible for Us to supply the Products or Services to You, due to Site Issues, health or safety reasons or the installation not being a Standard Installation;
- (b) Your AGL Electricity Sale Contract (If the Confirmed Order states that an AGL Electricity Sale Contract is required at the Premises) or Your agreement with the Distributor associated with the use and operation of the Products or Services is terminated or expires at any time before the end of the Term, for reasons within Your control;
- (c) 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;
- (d) You commit a Major Breach of this Agreement, including a failure to make any payment by the Due Date;

- (e) We become aware of any fraudulent conduct by You;
- (f) You cease to meet the Eligibility Criteria;
- (g) You have illegally parked the Car for longer than 24 hours;
- (h) You have committed a reckless breach of road or traffic legislation;
- (i) the Car is apparently abandoned; or
- (j) the Car has not been returned at the time, date and place agreed between You and Us **(Return Appointment)**.

17.4 Repossession of the Car

- (a) If We terminate this Agreement or a Confirmed Order under clause 17.3 (for cause):
 - (i) We may arrange for Car Return; or
 - (ii) We may repossess the Car from You or the Approved Driver and You will be liable for the cost of repossession.
- (b) If We terminate this Agreement under clause 17.2 (for any reason), We may require that You return the Car on or before the expiry of the 30 days notice period. If the Car is not returned on or before the expiry of that notice period, We may immediately repossess the Products without further notice to You.
- (c) If We repossess the Car in accordance with this Agreement, You agree to indemnify Us for the costs (including but not limited to any legal costs) incurred by Us or the Car Supplier in repossessing the Car and/or recovering any payments in arrears from You (including towing costs).

17.5 You may terminate for cause

You may terminate this Agreement or a Confirmed Order by providing Us with at least 30 days' notice, if:

- (a) You do not accept a proposed variation in accordance with clause 5.2(b) or 16;
- (b) We fail to reasonably meet the timeframe specified in this Agreement for delivery and installation of the Products; or
- (c) We commit a material breach of this Agreement and We do not remedy that breach within 60 days from the date a written breach is notified to Us.

17.6 Other costs and amounts payable on termination

- (a) If:
 - (i) We terminate this Agreement under clause 17.2 (for any reason); or
 - (ii) You terminate this Agreement under clause 17.5 (for cause),
 then We will refund You any amounts already paid by You to Us for Products or Services in advance. You will not be entitled to such refund in any other circumstances.
- (b) We may deduct any reasonable costs incurred by Us (including amounts associated with any Site Assessment) from the refund under clause 17.6(a), except where the termination was because of clause 17.5(a) or clause 17.5(b).

17.7 Other consequences of termination

- (a) Termination of this Agreement 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 termination.
- (b) The termination rights under this Agreement do not affect any other termination rights under Law or where otherwise agreed by You and Us.
- (c) For clarity, if this Agreement is terminated before a Product Delivery Date, then We and the Product Suppliers will not be required to provide You with any Products or Services.

18. Return of Products

287.8 Return of Products

- (a) On the end of the Hire Term or termination of the Confirmed Order or this Agreement (whichever is earlier), You must surrender possession of each of the Products (other than the Car, which is subject to clause 18.2) to Us at the Premises or such other place as You and We agree.
- (b) Unless this Agreement expressly requires otherwise, Your obligations under this Agreement (whether express or implied) bind You during the Hire Term for each of the Products and any period of holding over.

18.2 Return of Car

- (a) On the end of the Hire Term or termination of this Agreement (whichever is earlier), You must:
 - (i) immediately arrange for the return of the Car; and
 - (ii) return the Car at the Return Appointment with its keys or keyless start device and all parts and accessories, including manuals, audio equipment, GPS Unit, tools and wheel locking nuts (**Car Return**).
- (b) You acknowledge and agree that 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.
- (c) At the time of Car Return:
 - (i) the Car must be in the same condition as at the start of the Hire Term, save for reasonable wear and tear;
 - (ii) the Car must be cleaned;
 - (iii) the Car must have a full tank of petrol (if applicable), or greater than 90% charge if the Car is a battery electric vehicle (BEV); and
 - (iv) You must complete the Condition Report.
- (d) If You fail to sign the Condition Report at the time of Car Return, You will forfeit the right to dispute any Claim for Damage allegedly caused during the Hire Term.
- (e) If the Car is not returned at the Return Appointment, and You do not provide a minimum of 8 hours' notice to reschedule the Return Appointment, We may report the Car as stolen.
- (f) 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 not covered by the Damage Cover, 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.
- (g) If the Car is not returned with a full tank of petrol or a greater than 90% charge, You will be charged the Handover Service Fee. You agree that We may debit any cost arising under clause 18.2(f) from Your Nominated Account.

18.3 Return of EV Charging Station

- (a) At the end of the Hire Term or termination of this Agreement (whichever is earlier), You must provide us with access to the Premises to uninstall and remove the EV Charging Station on a date and at a time nominated by Us. If we are unable to do so because You have not provided Us with access, you will be liable for the replacement cost of the EV Charging Station.
- (b) Notwithstanding clause 18.3(a), 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.

19. Personal Property Securities Act

- (a) In this Agreement, the terms "Security Agreement", "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 Agreement constitutes, or may constitute, a Security Agreement which creates a Security Interest in favour of Us, one of Our Related Bodies Corporate and/or the Product Supplier in the Products supplied by the Product Supplier to You and all proceeds thereto under this Agreement or which otherwise arises out of or in connection with this Agreement or the performance of it.
- (c) If the Term of this Agreement 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 Agreement, You grant a Security Interest to Us, one of Our Related Bodies Corporate (if applicable) and the Product Supplier and in the Products. You agree that We, one of Our Related Bodies Corporate and/or the Product 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 Products 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 Products provided to You, even if 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 Agreement 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 agreement).

20. Intellectual Property

- (a) Any material (including any Intellectual Property in that material) owned by You or Us at the Commencement Date will continue to be owned by You or Us respectively.
- (b) If any material is developed or created during the performance of this Agreement, 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 assignment.
- (c) If You provide, submit, send or receive any content to Us under or in connection with this Agreement, 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 products and services.

21. Confidentiality

- (a) **"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 Agreement that:
 - (i) is Personal Information;
 - (ii) is the terms and existence of this Agreement;
 - (iii) is expressly stated to be or marked confidential; or
 - (iv) could reasonably be expected to be confidential in nature, but excluding information which is:
 - (v) in the public domain, other than due to a breach of confidentiality; or
 - (vi) lawfully obtained by the receiving Party from a different source in circumstances which do not impose a duty of confidence.
- (b) Subject to clause 21(c), 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.
- (c) Subject to clauses 21(d) and 21©, 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 or the requirements of any recognised stock exchange;
 - (iii) to the extent necessary to perform this Agreement;
 - (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 Agreement.
- (d) Each Party must ensure that any person that it discloses Confidential Information to under clause 21(c)(i) or 21(c)(iii) to 21(c)(v) (inclusive) complies with the Party's obligations under this clause 21 as if it were the Party.
- (e) Each Party must, if practicable, before disclosing Confidential Information under clause 21(c)(ii), give the other Party prior notice of the disclosure and consult with that other Party regarding the form and content of the disclosure.

22. 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 Our Products and Services. You agree that You have obtained all relevant consents from any Approved Driver's and made them aware of the terms and conditions of this Agreement, 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, 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 exchange Data, including Personal Information, with third parties, including the manufacturers and suppliers of any Product or Services, the Car Supplier, a Car Supplier Representative, the Charging Station Supplier, an Authority or for the use of a third party software or web application in connection with the Product or Services, who may be located in Australia, the USA and other countries. Where We do this, You agree that in the event of a privacy breach relating to Personal Information by an overseas recipient, We will not be accountable for that recipient under the Privacy Act and You may not be able to seek redress under the Privacy Act.
- (d) 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;
 - (ii) to provide Products and Services 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 Hire Term. By agreeing to this Agreement 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 to the Car Supplier on termination of this Agreement. You must not, and must ensure that the Approved Driver does not, tamper with the GPS Unit or remove it from the Car.

23. Data

- (a) The Products and Services may capture, create or generate Data and any Intellectual Property in the Data is owned by Us or Our third-party partners (and is Our Confidential Information).
- (b) Subject to clause 22 of this Agreement and the Privacy Act, by using the Products and Services You consent and agree to:
 - (i) the transmission of the Data to Us; and
 - (ii) Our access to, use and sharing of Data for any purpose that We see fit, including:
 - (C) with third parties, such as a Product Supplier, installer, the Australian Energy Market Operator, the Distributor, a government agency or any person as required under the Regulatory Requirements; and
 - (D) Our Related Bodies Corporate, for internal assessments, developing new products and services and marketing activities for existing or new products and services
- (c) You 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 23 at any time by notifying Us, but You acknowledge that doing so may prevent Us from providing You with Products and Services and may also impact the functionality of any item of the Products and Services.

- (e) This clause 23 continues after the termination or expiry of this Agreement.

24. 'Carbon Neutral'

- (a) If the Confirmed Order states Carbon Neutral is included at a Premises specified in the Confirmed Order, we will at Our cost apply AGL's Carbon Neutral Terms to the AGL Electricity Sale Contract at that Premises for the Hire Term. This will deliver carbon neutral electricity certified by Climate Active to the Premises during the Hire Term in accordance with the Carbon Neutral Terms.
- (b) AGL is only required to apply the Carbon Neutral Terms to one Premises under this Agreement.

25. 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 Agreement, 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 25(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.

26. Regulatory Requirements

- (a) Some Regulatory Requirements are optional or permit the parties to vary or exclude them by agreement. If a term or condition of this Agreement is not consistent with a Regulatory Requirement, then this Agreement 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 Agreement, then that matter is incorporated into this Agreement.
- (c) If any term or condition of this Agreement is rendered void for inconsistency with a Regulatory Requirement, then the relevant Regulatory Requirement is incorporated into this Agreement as required.

27. Offer to purchase

- (a) You may offer to purchase the EV Charging Station at any time during the Hire Term. 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.

28. Administering this Agreement

28.1 Notices

- (a) Except where otherwise stated in this Agreement or required under any Regulatory Requirements, any communication between You and Us under this Agreement 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 have provided Us with notice that You would prefer to receive communications by mail.
- (c) Any written communication by You 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).

28.2 Transferring this Agreement

- (a) We may assign, transfer or novate Our rights and obligations under this Agreement to another person at any time by notice to You, 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) You agree to execute any documentation We reasonably require to give effect to an assignment, transfer or novation of Our rights and obligations under clause 28.2(a).
- (c) Unless otherwise agreed under this Agreement, You cannot assign, transfer or novate Your rights and obligations under this Agreement to any third party.
- (d) This Agreement binds any executor or administrator of Your estate. If You die during the term of this Agreement, Your executor or administrator must perform the remainder of this Agreement on Your behalf.

28.3 Subcontracting by Us

We may subcontract any of Our obligations, including to install the Products or provide any Services (or any part of them), under this Agreement 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 Agreement.

28.4 Applicable law

This Agreement 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.

28.5 Waiver

Except as otherwise provided in this Agreement, a right created under this Agreement may only be waived in writing signed by the Party granting the waiver.

28.6 Severability

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

28.7 Interpretation

- (a) To the extent of any inconsistency between the documents that form part of this Agreement, those documents must be read in the following order of precedence (from highest to lowest):
 - (i) Confirmed Order;
 - (ii) Contract Specifics; and
 - (iii) General Terms.
- (b) In this Agreement:
 - (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.
- (c) The words 'include' or 'including' or 'for example' are not words of limitation, and are intended to be non-exhaustive examples.
- (d) Where any part of the Agreement refers to a clause number, that reference is to a clause of that part of the Agreement unless otherwise stated.
- (e) Where this Agreement 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.
- (f) Except where otherwise stated, if We are entitled to exercise Our discretion under this Agreement, We will do so acting reasonably and on reasonable grounds, including considerations relating to:
 - (i) whether circumstances were beyond Your reasonable control, or were accidental but not negligent;
 - (ii) Your history with Us and Our Related Bodies Corporate, including Your conduct under this Agreement, Your AGL Electricity Sale Contract (if any) and any previous contract with Us for the sale and supply of products and services;
 - (iii) Our evaluation of the likelihood that You will fulfil Your obligations under this Agreement or Your 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).

28.8 Definitions used in these General Terms

Additional Kilometre Charge has the meaning given in clause 10.2(a).

Additional Services has the meaning given in clause 6(a).

Administration Fee means the administration and handling fee payable by You to Us or the Car Supplier in accordance with this Agreement.

Affected Party has the meaning given in clause 25(b).

AGL means AGL Energy Services Pty Limited ABN 57 074 821 720, and **Us, Our** and **We** have corresponding meanings.

AGL Credit means the amount specified as such in the Confirmed Order.

AGL Electricity Sale Contract means the contract (if any) with one of Our Related Bodies Corporate and for the supply of electricity at the Premises.

Agreement means this contract for Products and Services, and includes each Confirmed Order, the Contract Specifics, these General Terms, and any attachments and annexures to, and documents referred to in, any of these.

Application means Our online application form completed in full by You as part of Your first order for Products and Services.

Approved Driver means a driver who satisfies the relevant requirements outlined in this Agreement and is authorized by You to drive the Car and meets the definition of an associate per the *Fringe Benefits Tax Assessment Act 1986* (Cth).

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.

Business Use means any commercial purpose, including for hire or reward (such as for a ridesharing service) or to carry on a business.

Car means one or more electric vehicles leased to You in accordance with this Agreement (including any Swap Car) and all associated parts, spare or replacement parts, accessories, equipment, devices or apparatus affixed to or installed or incorporated in that vehicle. If You have been provided with a replacement car in accordance with clause 4.7, "Car" also refers to that replacement car.

Car Detailing Fee means a Car cleaning fee payable at Car Return if the Hire Term for the Car is less than the Minimum Hire Term. The Car Detailing Fee does not apply to replacement vehicles provided to You under clause 4.7.

Car Handover has the meaning given in clause 4.4(a).

Car Return has the meaning given in clause 18.2(a)(ii).

Car Specific Quote has the meaning given in clause 4.1(c).

Car Supplier means the car subscription service provider nominated by AGL.

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

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.

Charger Fee means an amount of \$10 per week payable for the lease of an EV Charging Station, which is included in the Subscription Fee specified in Your Confirmed Order.

Charging Station Supplier means the relevant third party supplier that may provide the EV Charging Station to You under this Agreement.

Claim means any claim, demand, action or proceeding.

Commencement Date means the date specified clause 2.1.

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

Confidential Information has the meaning given in clause 21(a).

Confirmed Order means a Car Specific Quote as accepted by You in accordance with clause 4.1(a)(iv).

Contract Specifics means the schedule of contract information with that name forming part of this Agreement.

Damage means:

- (a) any damage to the Products including its parts, components and accessories, and including but not limited to, any damage caused by You, the Approved Driver, 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 Product Supplier in relation to the Products.

Damage Liability Fee means the fee to settle or remedy any Loss, Damage, theft or Claim, if the Damage Cover is denied for any reason after such Loss, Damage, theft or Claim is assessed by the Car Supplier or its Insurer.

Data means any data or information collected, captured, generated or processed in relation to or in connection with the Products and Services, Your generation and consumption of energy, and any other data that may be transmitted to Us in connection with Our provision of the Services 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.

Due Date has the meaning given in clause 10.1(b).

Early Termination Fee means the fee payable in accordance with clause 17.1(c).

Eligibility Criteria means the criteria set out in the Confirmed Order and in this Agreement (including clause 4.3) that You and any Approved Driver must meet.

EV Charging Station means the electric vehicle charging station to charge the Car that may be provided to You under this Agreement.

Excess means the amount specified in the Confirmed Order.

Fees means the fees, payments, and charges set out in the Contract Specifics and Confirmed Order for the Products and Services under this Agreement or that are otherwise payable in accordance with this Agreement and includes but is not limited to the Upfront Joining Fee, Subscription Fee and Late Fee.

Force Majeure has the meaning given in clause 25(a).

General Terms means these general terms and conditions.

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 13.

GST Exclusive Consideration has the meaning given in clause 13.

Handover Service Fee means the fee payable in accordance with clause 18.2(g).

Hire Term has the meaning given in clause 4.2.

Installation Terms means the terms and conditions of that name which form part of this Agreement.

Insurer means an APRA approved licensed insurer.

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.

Late Fee means a fee of \$50 for missed payments or such other amount specified in a Confirmed Order, that We may charge you each week until We receive the overdue amount.

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 Your 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 breach of any of clauses 4.6, 4.8, 4.9, 4.10, 4.11, 10, 11, 14(g), a breach of any of the Eligibility Criteria, if the Car is operated or used in any of the situations set out in clause 14(j) or any other substantial or repeated failure to comply with this Agreement.

Market Price means the amount (inclusive of GST) that You would have paid, calculated as at the date of this Agreement, if you had purchased the EV Charging Station specified in a Confirmed Order from AGL and AGL had installed that EV Charging Station at your Premises.

Minimum Hire Term has the meaning given in clause 4.2.

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 Agreement.

Our Consumer Obligations has the meaning given in clause 15(b).

Overhead Damage means:

- (a) Damage at or above the level of the top of the front windscreen of the Car;
- (b) Damage to any part of the pantech or box section of a Commercial Vehicle; or
- (c) 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 Agreement, 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 Confirmed Orders which the Products and Services are to be or have been supplied, installed or performed by Us or a third party engaged by Us, as set out in the Contract Specifics.

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.

Products means:

- (a) the Car;
- (b) EV Charging Station (if applicable); and
- (c) any other products,

including all component parts of them supplied by Us to You, as applicable, including any variation to them under this Agreement.

Product Delivery Date means the date on which the relevant Product is delivered to You at the Premises (or another delivery address agreed by You and Us), and for a Car, means the date of Car Handover.

Product Supplier means the Car Supplier or the Charging Station Supplier, as applicable.

Recipient has the meaning given in clause 13.

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 the supply of the Products and performance of the Services at the Premises from time to time.

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

Return Appointment has the meaning given in clause 17.3.

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 in accordance with this Agreement, including any variation to them under this Agreement.

Site Assessment means an inspection of the Premises conducted by Us, Our employees or subcontractors in accordance with this Agreement.

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 Site not being a Standard Installation;
- (b) 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;
- (c) You request that the existing system, or other equipment or plant is removed from the Premises;
- (d) You request changes to the installation arrangements specified in the Confirmed Order (or both);
- (e) You fail to provide or ensure adequate access to the Premises and the installation site of the Products; or
- (f) You fail to prepare the Premises or the installation site in accordance with this Agreement (or both).

Special Order means an order for a vehicle that is not readily available from the Car Supplier.

Standard Installation means an installation of an EV Charging Station (if applicable) which has the following features and meets the following requirements:

- (a) Your EV Charging Station can be safely installed within 15 metres of Your switchboard;
- (b) no Switchboard Works are required to safely install the EV Charging Station;
- (c) 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;
- (d) Your Premises supply cable will accommodate the EV Charging Station within acceptable voltage rise limits;
- (e) the Premises comply with current standards, regulations, and requirements of the Distributor and will continue to do so after the Products are installed and operated; and
- (f) the installation location is deemed suitable by Us, acting reasonably.

State means the State specified as such in the Confirmed Order.

Subscription Fee means the fortnightly amount specified in the Confirmed Order.

Supplier has the meaning given in clause 13

Swap Car has the meaning given in clause 4.2.

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.

Term means the period stated in the Contract Specifics.

Upfront Joining Fee means the amount set out as the Upfront Joining Fee set out in Your Confirmed Order.

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.

You means the person who enters into this Agreement with Us, and **Your** has a corresponding meaning.