



# AGL EV Charger Supply and Install Terms & Conditions



Please read this carefully as it sets out what You need to know about the terms and conditions of the Products and Services, we provide You. The terms and conditions include the Order Summary, the Quote and the General Terms, which form Our Agreement with You.

Details of Your contract	
<b>Eligibility Criteria</b>	<p>The Premises has off-street parking.</p> <p>If payment will be made via a payment plan:</p> <ul style="list-style-type: none"> <li>▪ The applicable installation must be a Standard Installation; and</li> <li>▪ You must have passed any relevant consumer credit check (including providing any income or employment information requested by AGL)</li> </ul>
<b>Standard Installation for EV Charger</b>	<p>Any applicable installation will be based on a Standard Installation, which has the following features:</p> <p>Your EV Charger can be safely installed on a suitable surface within 15 metres of Your switchboard. No groundworks, civil works, Switchboard Works, underfloor work, work over two storeys or electrical remedial works will be required to safely install the EV Charger at Your Premises.</p> <p>No further site-specific design, plan or any performance estimate will be provided.</p>
<b>Non-Standard Installation Charges</b>	<p>You will be charged to the extent an applicable installation is not a Standard Installation.</p> <p>The amount You are charged may change — please refer to clause 13 of the General Terms.</p>
<b>Other Charges</b>	<p>As may be applied in accordance with clauses 6(a) (Non-Standard Installation Charge), 6(b) (Extra costs and other variations for installation), 11.1(d) (Late Fee) and 14.4 (Other costs when this Agreement ends).</p>



Details of Your Products and Services	
<b>Products</b>	Supply of an EV Charger and installed at the Premises by Us under this Agreement, including Standard Installation.
<b>Estimated period for installation of the EV Charger (if applicable) to commence</b>	<p>Within 6 weeks of the Commencement Date OR as notified by Us to You*.</p> <p>*This timing may be impacted by circumstances outside of AGL's control, for example:</p> <ul style="list-style-type: none"> <li>▪ If the installation is not a Standard Installation;</li> <li>▪ Works in relation to Your metering installation or switchboard are required; and</li> <li>▪ Any relevant council approval or building permits required for the installation.</li> </ul>

## 1. Parts of this Agreement

These General Terms form part of Our Agreement with You for Products and Services. This Agreement also includes the Order Summary and the Quote.

## 2. Definitions used in these General Terms

In this Agreement, capitalised words have the following meanings:

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

**Agreement** means this contract for Products and Services, and includes the Order Summary, Quote and these General Terms and any attachments and annexures.

**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.

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

**Charges** means the Non-Standard Installation Charge and any other charges (if any) referred to in these General Terms.

**Commencement Date** means the date that You have accepted this Agreement in accordance with clause 3.1(a).

**Confidential Information** has the meaning given in clause 24.

**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).

**Discharge** means the discharge of electricity from the EV Charger.

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

**Eligibility Criteria** means the criteria set out in the Order Summary and these General Terms that You must meet as a prerequisite for entering into this Agreement.

**EV Charger** means the electric vehicle charging station to charge Your electric vehicle, provided to You and installed at the Premises by Us under this Agreement as set out in the Quote.



**Force Majeure** means 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 agency.

**General Terms** means these general terms and conditions.

**Grid Connection Application** means an application to the Distributor to allow, or to make any changes in relation to, the import or export of electricity in respect of the Premises (whether temporary or not), and any related applications for the purposes of this Agreement.

**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.

**Late Fee** means a fee of \$10 for missed payments or such other amount specified in an Order Summary, that We may charge you each month 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 and any legally binding industry codes of conduct applicable to You or Us.

**Metering Works** means any installation of a meter or meter upgrade 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.

**National Electricity Grid** means the physical and market infrastructure required to transport and supply electricity in New South Wales, Victoria, Queensland, South Australia and Tasmania.

**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.

**Non-Standard Installation Charges** means the amount for all installation costs and works that are not a Standard Installation as specified in the Quote and payable by You to Us.

**Order Summary** means the order summary which is sent to You by email, which reflects the details You selected in the Web Portal.

**Our Consumer Obligations** means any of Your rights or remedies, and any conditions, warranties or liabilities imposed on Us, whether under the Australian Consumer Law or any other Laws that cannot be excluded, restricted or modified by agreement.

**Party** means a party to this Agreement, being either You or Us.

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

**Premises** means Your premises on which the Products and Services are to be supplied or performed, as set out in the Order Summary.

**Privacy Act** means the *Privacy Act 1988* (Cth), as amended from time to time.

**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.

**Products** means the EV Charger and any other products (including all component parts of them) supplied by Us to You, as described in the Quote.

**Product Delivery Date** means the date on which the relevant Product is delivered to You at the Premises.

**Product Supplier** means the manufacturer or supplier of the Products.

**Quote** means the quote which is sent to You by email following the completion of the Quote Requirements by You and, if requested or required, following inspection of Your Premises by Us.

**Quote Requirements** means the quote requirements questionnaire You are required to complete as part of the order process.

**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).

**Services** means the services (including any parts of them) supplied by Us to You in accordance with the terms of this Agreement.

**Site Issues** means issues relating to the Premises and the installation or location of the relevant Product including, as applicable:



- a) 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;
- b) You request changes to the Standard Installation arrangements;
- c) You fail to provide or ensure adequate access to the Premises and the installation site of the Products; or
- d) the installation is not a Standard Installation.

**Standard Installation** means an installation which has the following features and meets the following requirements:

- a) No groundworks or other civil works are required to safely install the EV Charger;
- b) Your EV Charger can be safely installed within 15 metres of Your switchboard;
- c) no Switchboard Works are required to safely install the EV Charger;
- d) no underfloor work (other than easy under house access) or work over two storeys is required to safely install the EV Charger;
- e) Your nominated location to install the EV Charger is structurally sound and suitable for mounting the EV Charger in accordance with the EV Charger Supplier's installation guidelines;
- f) Your electricity meter can, where required by Us, be replaced with a smart meter;
- g) no electrical remedial works are required to ensure the Premises meets current wiring regulations;
- h) Your Premises' supply cable will accommodate the EV Charger within acceptable voltage rise limits;
- i) Your Premises complies with current standards, regulations, and requirements of the Distributor and will continue to do so after the Products are installed and operated; and
- j) the installation location is deemed suitable by Us, acting reasonably.

**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.

**Web portal** means the website on which You selected the EV Charger and accepted the terms and conditions.

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

## 3. Commencement of this Agreement

### 3.1 How this Agreement Starts

- (a) You may accept the terms and conditions by either:
  - (i) selecting that you accept our terms and conditions through our Web Portal prior to finalising your order with us; or
  - (ii) responding to the email by Our sales agent with your acceptance or otherwise indicating your acceptance by email to [homecharging@ev.agl.com.au](mailto:homecharging@ev.agl.com.au) (or such other email address as notified to you by Us);
  - (iii) such other method of acceptance as may be made available to you by Us from time to time.
- (b) The Agreement starts once You have accepted the terms and conditions in accordance with clause 3.1(a).

### 3.2 When We provide Product and Services

We will provide the Products and Services to You in accordance with this Agreement, at the times set out in this Agreement, provided that You meet the Eligibility Criteria.

### 3.3 Eligibility Criteria

If You fail to meet the Eligibility Criteria within 90 Business Days after the Commencement Date, then this Agreement will be treated as automatically ended and will have no force or effect.

### 3.4 The impact of this Agreement

You will make Your own enquiries to find out how the Products and Services may impact on any:



- (a) agreement between You and the Distributor; and
- (b) 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, except to the extent the impact is caused by Our negligence or the negligence of a subcontractor engaged by Us (subject to clause 17(e), which limits Our liability for certain types of losses).

#### 4. Ownership and Risk in the Products

- (a) You will become the owner of the Products on the later of:
  - (i) the date the products are installed at the Premises; and
  - (ii) the date on which you Pay for the Products in full.
- (b) Until title to the Products passes to You, if you fail to pay for the Products in accordance with this Agreement, We reserve the right to:
  - (i) enter the Premises to retake possession of all or any part of the Products; and
  - (ii) keep or resell all or any part of the Products in those circumstances,provided We:
  - (iii) give You at least 60 days' notice prior to entering the Premises, setting out why we propose to enter, and giving you an opportunity to contact us to make an alternative arrangement (for example, to pay for the Products);
  - (iv) make reasonable attempts to obtain Your consent to enter the Premises; and
  - (v) act reasonably and comply with any applicable Laws in exercising Our rights under this clause 4.
- (c) Risk in the Products passes to You on the Product Delivery Date.

## 5. Premises

### 5.1 Accuracy of information

- (a) You warrant that all information You have provided to Us in relation to the Premises is accurate and complete.
- (b) If You provide Us with inaccurate or incomplete information about the Premises, then You agree to pay Us on demand any reasonable additional costs that We incur because of that inaccurate or incomplete information.

### 5.2 Assess to Premises

- (a) You must grant permission to Us to access the Premises, and ensure that We can access the Premises at a reasonable time, to safely:
  - (i) conduct a site inspection or any preliminary works accepted under clause 6;
  - (ii) install the EV Charger (if applicable), including to carry out any testing; and
  - (iii) maintain, diagnose faults and repair the EV Charger as reasonably determined by Us to comply with Our obligations under this Agreement.
- (b) You must comply with, and must ensure any owner of or person present at the Premises complies with, any reasonable direction given by Us in relation to health and safety while We are at the Premises.

## 6. Proposed changes to installation

- (a) Unless expressly stated in the Quote, any installation works We provide are based on a Standard Installation. If specified in the Quote that Your installation is not a Standard Installation, You will be required to pay the Non-Standard Installation Charges.



- (b) We may become aware that the Premises has particular Site Issues or complexities that could not have been reasonably foreseen by Us prior to completion of the installation. If this occurs, or if We otherwise demonstrate that any of the costs associated with the supply and installation of the EV Charger have increased after the Commencement Date but 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 Non-Standard Installation Charge; and
  - (iii) any change to the completion period.
- (c) If You do not accept a proposed variation under clause 6(b) within 14 days of the date of Our notice to You, then either We or You may end this Agreement under clause 14.1, 14.2, or 14.3 respectively. If this occurs, You will be entitled to a refund in accordance with clause 14.4.

## 7. Switchboard Works and Metering Works

- (a) Your Distributor may require You to complete Switchboard Works. Switchboard Works are not included in this Agreement, and You are responsible for Switchboard Works (including costs and delays).
- (b) Metering Works are not included in this Agreement, and You are responsible for Metering Works (including costs and delays).

## 8. 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 Charger (including any variations to them) are taken to form part of this Agreement.

## 9. Supplying and installing the EV Charger

- (a) We will take every reasonable precaution when installing the EV Charger at the Premises. However, minor property damage may arise with installation of the EV Charger (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 roof, building or other enclosure, surface, or structure where the EV Charger is to be installed and stored; or
  - (ii) the safety, structural integrity or working order of the 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 any failure to undertake any such assessments.

- (c) You acknowledge and agree that during the installation of the EV Charger, We may require all electrical equipment or power at the Premises be switched off.

## 10. Time for Installation

- (a) Time is not of the essence under this Agreement.
- (b) Any dates quoted for any supply and installation of the EV Charger are estimates only and may be altered or delayed by reasons outside of Our control, including due to Distributor approvals, Metering Works, Switchboard Works, Site Issues, approvals such as building or council approvals, and unavailability of the Products or installers.



- (c) However, if We do not supply and installation the EV Charger within 40 Business Days of you accepting the Quote and the failure to meet the time did not arise (directly or indirectly) from:
  - (i) Us agreeing an alternative timeframe with You; or
  - (ii) any of the reasons specified in clause 10(b) or Force Majeure,

then You may end this Agreement under clause 14.3. If this occurs, You will be entitled to a refund in accordance with clause 14.4.

- (d) You will use Your best endeavours to attend the Premises for the installation of the EV Charger. 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 during the installation.

## 11. Payment

### 11.1 Payment Upfront

If you have chosen to pay the Charges upfront:

- (a) You must pay Us the Charges within 14 Business Days after We send You an invoice for that amount.
- (b) For the purposes of this Agreement, an amount will be considered to have been paid when We or Our agent have received that amount in cleared funds.
- (c) If You fail to pay the Charges within 14 Business Days after We send You an invoice for that amount, We may:
  - (i) Charge the applicable Late Fee; and/or
  - (ii) engage debt collection agencies to recover any payment in arrears.
- (d) If You are paying the Charges by way of direct debit and We are unable to debit Your Nominated Account for any Charges and/or any other amounts payable by You under this Agreement for any reason, 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; and/or
- (iv) engage debt collection agencies to recover any payments in arrears.

### 11.2 Payment Plan

If you have chosen to pay the Charges by a payment plan:

- (a) You will pay the Charges under this Agreement, by the period for payment specified in the Order Summary.
  - (b) You must pay Us the Charges in monthly instalments by the payment debit due date specified in Your payment schedule.
  - (c) For the purposes of this Agreement, an amount will be considered to have been paid when We or Our agent have received that amount in cleared funds.
  - (d) If You fail to:
    - (i) set up the payment plan within 14 Business Days of receiving your payment plan establishment email; or
    - (ii) make an instalment payment within 60 days of its due date,
- We may invoice you for the full balance of the Charges, which become due and payable within 14 Business Days of the invoice date.
- (e) If You are paying the Charges by way of direct debit and We are unable to debit Your Nominated Account for any Charges and/or any other amounts payable by You under this Agreement for any reason, 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;
  - (f) if You fail to pay Charges by the due date, We may:
    - (i) charge the applicable Late Fee; and/or
    - (ii) engage debt collection agencies to recover any payments in arrears.





### 11.3 Hardship

AGL is committed to ensuring that customers experiencing hardship receive support. If you are experiencing financial hardship, please get in touch with AGL on [homecharging@ev.agl.com.au](mailto:homecharging@ev.agl.com.au).

## 12. GST

- (a) All amounts payable or the value of other consideration provided in respect of supplies made in relation to this Agreement are exclusive of GST (if any). If a GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this Agreement, the amounts payable or the value of the consideration provided for that supply (or deemed supply) must be increased by the amount of GST payable in relation to the supply.
- (b) Where any amount is payable to a Party as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then such amount will be reduced by the amount of any input tax credit available to that Party and, if a taxable supply, will be increased by the GST payable in relation to that supply.
- (c) All GST payable will be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it will be payable within 10 days of a tax invoice being issued by the Party making the supply.
- (d) Where in relation to this Agreement a Party makes a taxable supply, that Party will provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.

## 13. Making changes to this Agreement

- (a) We may make changes to this Agreement by giving You notice in writing in any of the following situations, with the change to take effect immediately from that notice:
  - (i) as We consider 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 as set out under clause 6 (Proposed changes to installation).
- (c) Any other change to this Agreement must be agreed by You and Us in writing. We may notify You of a request to change this Agreement in accordance with this clause, in which case You can either:
  - (i) accept the proposed change to the Agreement, and the Agreement will then be changed;
  - (ii) if You do not accept the proposed change of the Agreement, end the Agreement by giving Us not less than 30 days' notice, in accordance with clause 14.3; or
  - (iii) if You do not accept the proposed change of the Agreement, the Agreement will continue in effect unless and until ended in accordance with clause 14.

## 14. Ending this Agreement

### 14.1 We may end this Agreement for any reason

We may end this Agreement at any time by providing You with not less than 30 days' written notice, for any reason.

### 14.2 We may end this Agreement, for cause

We may end this Agreement at any time by providing You with not less than 5 days' written notice, 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 agreement with the Distributor associated with the use and operation of the Products or Services ends or expires at any time before the end of the Term, for reasons within your control;
- (c) You commit a material breach of this Agreement and You do not remedy that breach within 60 days from the date of a written breach notice from Us, or that breach is not able to be remedied; or
- (d) We become aware of any fraudulent conduct by You.

#### 14.3 You may end this Agreement

You may end this Agreement at any time by providing Us with not less than 30 days' written notice:

- (a) if We give You Notice that we are assigning, transferring or novating the agreement under clause 25.2(a)(ii); or
- (b) if We fail to meet the timeframe specified in this Agreement for delivery and installation of the Products (as applicable) or commencing to provide any Services, and no exceptions in the General Terms applies; or
- (c) if We commit a material breach of this Agreement and We do not remedy that breach within 60 days from the date of a written breach notice from You, or that breach is not able to be remedied: or
- (d) for any reason, provided that you must pay for any Products or Services that we have supplied prior to the date of termination (in accordance with clause 11 and 14.5(a)).

#### 14.4 Other costs when this Agreement ends

If We end this Agreement under clause 14.1 (for any reason) or You end this Agreement under clause 14.3 (for cause), then We will refund You any amounts already paid by You to Us. We may deduct any reasonable costs incurred by Us from that refund, except where the Agreement was ended because of clause 14.3.

#### 14.5 Consequences of ending this Agreement

- (a) Ending this Agreement will not affect any rights that We or You may have accrued before that time, including:
  - (i) Your obligation to pay Us any amount due at the date of this Agreement ending;

- (ii) Our obligation to pay You any refund (whether under this agreement or in accordance with Our Consumer Obligations); or
- (iii) Your or Our right to ownership of the Products under clause 4.

- (b) For clarity, if this Agreement is ended in accordance with this clause 14 before the Product Delivery Date, then We will not be required to provide You with the Products or Services.

## 15. Use of the Products and Services

### 15.1 Your responsibilities

- (a) You must:
  - (i) comply with all Regulatory Requirements and the Distributor's requirements in relation to the Premises; and
  - (ii) obtain all necessary approvals, consents or authorities from any owner, residents, owner's corporation or local authorities in connection with the Products and Services;
  - (iii) maintain an agreement with Your Distributor in relation to the Premises and not be in breach of any such agreement.
- (b) You are responsible (and We are not liable) for all charges under Your Grid Connection Application and contract with the Distributor, associated with the use or operation of the Products.

### 15.2 Distributor approvals

- (a) The approval of the Distributor may be required to connect or maintain the connection of the EV Charger to the Distributor's distribution system. If We ask, You agree to:
  - (i) appoint Us as Your representative to deal with the Distributor on Your behalf to obtain this approval, including by making a Grid Connection Application; and
  - (ii) authorise Us to accept any terms and conditions (including variations) specified by the Distributor on Your behalf.
- (b) You must immediately notify Us if the agreement between You and the Distributor is changed or ends.



- (c) We may need to seek additional information from You or a third party to provide the Products or Services to You. You authorise Us to seek this information on Your behalf.
- (d) You may withdraw the authorisation under this clause 15.2 by notifying Us in writing, but this may delay or disrupt Our provision of the Products and Services to You. If this occurs, You agree that We may suspend or stop providing Products or Services and we may terminate for cause under clause 14.2 (or both), acting reasonably.

## 16. Product Warranties

- (a) You acknowledge and agree that:
  - (i) a third party has manufactured and supplied the Products to Us; and
  - (ii) the Products are covered by the third-party manufacturer's or supplier's standard warranty and We do not warrant the overall performance of the Products (subject to Our Consumer Obligations, including your right to make any claim against Us in connection with your consumer guarantee rights under the Australian Consumer Law).
- (b) You must immediately notify Us if You:
  - (i) are contacted by an Authority in connection with credible allegations or concerns;
  - (ii) receive a credible complaint from any person; or
  - (iii) otherwise become aware or suspect, other than by way of a notification by Us,

that any of the Products, or products supplied by the Product Supplier of the same type or kind as the Products, have or may have any defect. You must comply with any directions that We, acting reasonably, provide You with in response to such notification (for example, any directions for safety purposes).
- (c) You agree to make all necessary enquiries, examinations and inspections and to take all necessary precautions for the safe collection, and safe and proper subsequent use of the Products by You or any other person.

## 17. 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) Except in relation to Our Consumer Obligations and as otherwise expressly stated in this Agreement, 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.
- (d) Except in relation to Our Consumer Obligations and as otherwise expressly stated in this Agreement (including in clause 17(f)), Our liability to You, and Your liability to Us, for any loss, harm, damage, costs, expenses or claims arising under or in connection with this Agreement (regardless of how it arises) is:
  - (i) excluded to the extent permitted by law; and
  - (ii) otherwise limited to the amounts paid or payable by You in accordance with this Agreement.

In particular, and without limiting the other provisions of this clause 17, You acknowledge that the provision of the Products and Services may be affected by, and We are not liable for:



- (iii) any errors, viruses or bugs present in or arising from the Services or causing unavailability of the Services, or any incompatibility of the Services with any other software or hardware;
- (iv) hardware or software upgrades initiated by the manufacturer or failure of communications infrastructure out of our reasonable control, such as your internet connection or other telecommunications failure; and
- (v) any charge cycling, which may impact on the lifespan of the Product.

- (e) Without limiting the other provisions of this clause 17 and to the extent permitted by Law, neither Party is liable to the other Party 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.
- (f) The exclusions and limitation in clause 17(d) do not apply to any loss, harm, damage, costs, expenses or claims caused by Our negligence or the negligence of a subcontractor engaged by Us, but the exclusion in clause 17(e) applies in those circumstances.

## 18. Intellectual Property

- (a) Any material (including any intellectual property rights 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, and in connection with, the performance of this Agreement, We will own all rights in that material, including intellectual property rights. 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.
- (d) This clause 18 survives the end or termination of this Agreement.

## 19. 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,
  - (v) but excluding information which is:
  - (vi) in the public domain, other than due to a breach of confidentiality; or
  - (vii) lawfully obtained by the receiving Party from a different source in circumstances which do not impose a duty of confidence.
- (b) Subject to clause 19(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 19(d) and 19(e), 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 under clause 19(c)(iii) to 19(c)(v) (inclusive) complies with the Party's obligations under this clause 19 as if it were the Party.
- (e) Each Party must, if practicable, before disclosing Confidential Information under clause 19(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.

## 20. Privacy

- (a) You authorise Us to collect, use, disclose and store Your Personal Information for the purpose of providing You with Our Products and Services.
- (b) Our Privacy Policy, which is available at [www.agl.com.au/privacy-policy](http://www.agl.com.au/privacy-policy), provides You with information on how We collect, use, disclose and store Your 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) Subject to the Privacy Act, We may exchange Data, including Personal Information, with government agencies and third party providers, such as the manufacturers and suppliers of any Product or Services where that is necessary to provide You with the Products and Services, or to comply with Laws or Regulatory Requirements, or for a purpose set out in our Privacy Policy.

## 21. Data

- (a) The Products and Services may capture, create or generate Data which is owned by Us (and is Our Confidential Information).

- (b) You acknowledge that any information and data or reports You receive in connection with the Products and/or the Services may be incomplete or vary from the data and information recorded by other metering devices, including any grid electricity meter at the Premises. For clarity, in the event of any discrepancy, the grid electricity meter will take precedence.
- (c) Subject to clause 20 of this Agreement and the Privacy Act, by using the Products and Services You consent and agree to the transmission of the Data to us.
- (d) To the extent the Data includes Your Personal Information, clause 20 of this Agreement applies to our access to, use of and sharing of that Data.
- (e) To the extent the Data does not include (and would not in any way reveal) any of Your Personal Information, You:
  - (i) consent to our access to, use and sharing of Data for any reasonable purpose, including:
    - (A) sharing the Data with third parties, such as a Product Supplier, installer (as applicable), the Australian Energy Market Operator, the Distributor, a government agency or any person as required under the Regulatory Requirements; and
    - (B) Our Related Bodies Corporate, for internal assessments, developing new products and services and marketing activities for existing or new products and services; and
  - (ii) consent to our access to, and use of, Data continuing even if We cease to be Your electricity retailer, the metering provider or the metering data provider for the Premises; and
  - (iii) acknowledge that a government agency may make Data available to the public in connection with any agreements or funding arrangement between Us and that government agency.
- (f) You may withdraw the consents contained in this clause 21 at any time by notifying Us.



- (g) We, or our third party suppliers, may retain certain information and data as permitted in accordance with clause 20 and this clause 21.
- (h) This clause 21 continues after this Agreement ends.

## 22. Force Majeure

Our obligations under this Agreement are suspended where an event of Force Majeure prevents or delays their performance.

## 23. Regulatory Requirements

- (a) We are bound by, and undertake to comply with, the New Energy Tech Consumer Code authorised by the Australian Competition and Consumer Commission, as amended from time to time. This Agreement complies with the Regulatory Requirements, including that New Energy Tech Consumer Code, as amended from time to time.
- (b) 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.
- (c) 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.
- (d) 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.

## 24. Complaint handling and dispute resolution

- (a) If You have a query or complaint, You may contact Us in writing at [HomeCharging@ev.agl.com.au](mailto:HomeCharging@ev.agl.com.au) or request a phone call.
- (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 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 Fair Trading or Consumer Affairs in the State in which the Premises are located.

## 25. Administering this Agreement

### 25.1 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).

### 25.2 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. Unless You elect to terminate this Agreement under clause 14.1(b)(i), 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 25.2(a).

(b) Unless otherwise agreed under this Agreement, You cannot assign, transfer or novate Your rights and obligations under this Agreement to any third party.

#### 25.3 Subcontracting by Us

We may subcontract any of Our obligations, including to install the Products (as applicable) or provide any Services (or any part of them), under this Agreement to one of Our Related Bodies Corporate or any third party. The subcontractors will perform all work to the standard set out in this Agreement.

#### 25.4 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.

#### 25.5 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.

#### 25.6 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.

#### 25.7 Survival

The provisions of this Agreement that are intended or capable of having effect after the expiry or termination of this Agreement (including regarding warranties, indemnities, liabilities) will each continue until their respective end or fulfilment.

