



Solar Partner Plus plan.

18% less[^] than the electricity reference price.

Equal to ZERO daily supply charges for 12 months*.

PLUS

17¢ per kWh for your first 10kWh.*

That's up to \$1.70 per day for your excess solar.

Monetise your energy investment with a plan tailored for solar and battery owners.

The powerful potential of your future energy investment.

A new solar and energy storage system will transform the way you use your energy. With the Solar Partner Plus plan, you can maximise your savings and functionality—utilising leading-edge Virtual Power Plant (VPP) technology.



Power up with a great feed-in tariff rate—available only to SolarHub customers.



Start every day with savings. Pay ZERO supply charges for 12 months.



Take advantage of your system's full capability with Virtual Power Plant (VPP) connectivity.

What is Virtual Power Plant (VPP) technology?

A VPP is a network of residential solar and battery systems, connected via smart technology. VPP technology allows excess or unused energy to flow from one home to another, supporting the electricity grid during peak times of the day.

Energy generated by your solar system is used to power your home, the rest is kept in your energy storage. At peak electricity demand periods, the VPP program can access excess stored energy from residential batteries to support the grid. The VPP will never completely discharge your battery, it improves energy reliability and sustainability for you and your local community and it allows you to further monetise your energy investment—in addition to your feed-in tariffs.

The future of energy is at your fingertips.

Speak to our local team for advice on how to create an integrated energy ecosystem for your home, including electric vehicle charger installations, heating and cooling appliance upgrades and more. Call **1300 213 422** for more information.

*The offer is only available to residential customers who purchase an eligible system from SolarHub. Under ActewAGL's Small Generator Buyback Scheme a solar buyback rate of 17¢/kWh (for the first 10kWh per day), and 6¢/kWh for all additional export applies to the plan. By accepting the terms of this plan customers agree to sign up to an Ongoing Market Retail Contract with a benefit period for electricity and if applicable gas.

^This offer is based on a residential customer who consumes 6,100 kWh a year in the Evoenergy network. The lowest annual price is \$1,714. Your bill will differ based on your actual usage.

ActewAGL Retail ABN 46 221 314 841, a partnership of Icon Retail Investments Limited ABN 23 074 371 207 and AGL ACT Retail Investments Pty Ltd ABN 53 093 631 586.

Residential Energy Application



Your details

The information that I have provided is true and correct. I agree that I am the account holder/have the account holder's permission to complete this form.

➤ Have you held a previous account with ActewAGL? Yes No

➤ Who is your current energy provider?

You must be the existing account holder (or authorised agent) for the energy services at the supply address.

➤ Title/First name

➤ Last name

➤ DOB

➤ ID type

➤ ID number

➤ State of issue

➤ Do you hold an eligible concession card?

➤ Does someone at your house use a life support machine?

Yes No

➤ Do you confirm that the battery installed (when applicable) at your property does not, or will not in the future, provide backup power for any life support equipment or medical devices required at your property.

Yes No

I authorise ActewAGL to make any enquiries necessary to confirm eligibility for any rebate.

➤ Email

➤ Phone Home

Work

Mobile

Additional account holder

➤ Title/First name

➤ Last name

➤ Email

➤ Phone Home

Work

Mobile

Residential status

➤ Own Rent

➤ Address (your premises)

➤ Postal address

Your services

➤ Electricity Existing New

NMI/Meter No

➤ Natural gas Existing New

DPI

ActewAGL is committed to a low carbon future and is certified by Climate Active as a carbon neutral organisation. You can do the same by offsetting the emissions created from your natural gas usage for \$1 per week, regardless of the amount of natural gas you use. You are able to cancel at anytime by contacting us. Would you like to make your gas carbon neutral?

Yes No

Your benefits

Please refer to the Energy Offer for other important information regarding your Application.

➤ Energy Offer Solar Partner Plus plan

➤ Benefit Period 12 months

➤ Exit fee Electricity Nil Gas Nil

Your acceptance

By signing this Application you agree that you have received all documents comprising your Agreement including the Energy Offer and Cancellation Notice, Ongoing Market Retail Contract and Schedule of Charges, Basic Plan Information Document, Single Written Disclosure Statement, accept the VPP service agreement (where applicable) and consent to the transfer of your energy supply to ActewAGL.

The Market offer commences from when you accept the offer or the date (provided by the installer) your solar or battery system is installed or from when your account commences with ActewAGL if ActewAGL is not the current energy retailer, whichever is later.

ActewAGL Privacy Policy

Your privacy is important to us and we are committed to handling your personal information in accordance with the *Privacy Act 1988 (Cth)*. Our Privacy Policy sets out how we collect, hold, use and disclose your personal information. Our Privacy Policy is available at actewagl.com.au/privacy-policy and we recommend that you read it carefully.

Credit check

I authorise ActewAGL to conduct a credit check and use any relevant information obtained about my credit history to enable ActewAGL to establish my credit worthiness. By submitting this application, I acknowledge that this information may be used to assess my application; to assess the credit which may be provided; to assist me to avoid default and to notify other credit providers of my default; to assist in the collection of overdue payments and to provide information to any person who proposes to guarantee or has guaranteed payment of my account. Our Credit Reporting Policy is available at actewagl.com.au/creditreporting-policy and we recommend that you read it carefully.

Important notice to customer

You have the right to cancel this Agreement for any reason (without penalty) within 10 business days from and including the first business day after you signed this Residential Energy Application and received all of the documents comprising your Agreement. If you have not received all of the above documents, please contact ActewAGL on 13 14 93 and we will arrange for this information to be provided to you.

Signature

Date

Marketer

ABN

Address

Phone

www.

Representative name

Did you know that you can use my.actewagl.com.au to manage your account and measure your energy usage? Go to my.actewagl.com.au to register.

Your Agreement

Your energy Agreement with ActewAGL comprises the following documents:

- this Residential Energy Application document
- Energy Offer (including Cancellation Notice)
- your Ongoing Market Retail Contract and Schedule of Charges
- the Basic Plan Information Document
- Single Written Disclosure Statement
- Virtual Power Plant (VPP) Services Agreement (where applicable)

Your Agreement contains a Market Offer in relation to the sale of electricity and gas. By accepting this Market Offer, you are giving your explicit informed consent to enter into ActewAGL's Ongoing Market Retail Contract for your energy supply.

Cooling-off Period

You have the right to cancel this Agreement for any reason (without penalty) within 10 business days from and including the first business day after you signed this Residential Energy Application and received all of the documents comprising your Agreement. If you have not received all of the above documents, please contact ActewAGL on 13 14 93 and we will arrange for this information to be provided to you.

Basic Plan Information Document (BPID) & Detailed Plan Information Document (DPID)

ActewAGL is required to provide Basic Plan Information Documents (BPID) that set out the key fees, discounts and other important information in relation to our energy offers, including a link to the Detailed Plan Information Document (DPID). Our Basic Plan Information Documents are available at actewagl.com.au. Alternatively, please contact us if you would like us to send you a copy of the Basic Plan Information Document and Detailed Plan Information Document applicable to your energy offer.

Our contact details 13 14 93

ActewAGL House, 40 Bunda Street, Canberra ACT 2600
GPO Box 366, Canberra ACT 2601
actewagl.com.au

Electricity and natural gas retailer: ActewAGL Retail
ABN 46 221 314 841 a partnership of AGL ACT Retail Investments Pty Ltd ABN 53 093 631 586 and Icon Retail Investments Limited ABN 23 074 371 207.

Important information about your Consumer Rights

The below four points apply to unsolicited agreements as defined in the Australian Consumer Law.

1. Up to 10 business days after agreement is made

You may terminate this Agreement (for any reason) within 10 business days from and including the day after you signed this Agreement ("Cooling-off Period").

The Australian Consumer Law prohibits us from supplying goods or services to you, or asking for or accepting payment from you until the Cooling-off Period ends.

2. Up to 3 months after agreement is made – in certain circumstances

You may terminate this Agreement up to 3 months after it is made (or after the agreement document is received, if the agreement is by phone) if the salesperson:

- visited or called you outside of the permitted selling hours;
- did not disclose the purpose of the visit or call;
- did not give you information about their identity; or
- did not leave the premises or end the call upon request.

3. Up to 6 months after agreement is made – in certain circumstances

You may terminate this Agreement up to 6 months after it is made (or after the agreement document is received, if the agreement is by phone) if the salesperson:

- did not provide you with information about the Cooling-off Period; or
- was in breach of other requirements for unsolicited consumer agreements; or
- supplied goods or services during the Cooling-off Period; or
- accepted or requested payment during the Cooling-off Period.

4. How to terminate this agreement in the Cooling-off Period

You may terminate this Agreement within the applicable Cooling-off Period by advising ActewAGL:

- orally (in person or over the phone); or
- in writing, by completing the Cancellation Notice we have provided you with and sending or faxing it to us OR by posting or faxing a letter to us, setting out your name, address, phone number, account number(s), service type(s), date you signed/received agreement(s) and, if the 3 or 6 month Cooling-off period applies, details of the circumstances under which you are terminating the Agreement.

The termination date is considered to be the date on which notice of termination is given or sent/posted.

Customer resolutions

If you would like to register a compliment or complaint including in relation to our marketing activities please contact ActewAGL as follows.

Customer Liaison Team: call: (02) 6248 3519; fax: (02) 6248 3865; or post to

Customer Liaison Team, GPO Box 366, Canberra ACT 2601.

To help ActewAGL respond to your complaint, it is your responsibility:

- to clearly identify the issues of complaint and to provide any relevant supporting information and documents;
- where possible, to let us know what kind of result or outcome you are hoping to receive;
- to advise us promptly if recent circumstances change your need for a complaint to be assessed;
- to treat all ActewAGL officers with courtesy and respect;
- to pay any undisputed charges by the due date outlined on invoices.

If you are dissatisfied with the outcome, you have a right of review.

For events relating to ActewAGL that have taken place in the ACT, you can contact the ACT Civil and Administrative Tribunal and for events in NSW, the Energy and Water Ombudsman of NSW.

ACT Civil and Administrative Tribunal
PO Box 578
Civic Square ACT 2608
Telephone: (02) 6207 7740
Fax: (02) 6207 7739
Email: ewcomplaints@act.gov.au
Energy and Water Ombudsman of

NSW
PO Box 1343
Haymarket NSW 1240
Free call: 1800 246 545
Free fax: 1800 812 291
Email: complaints@ewon.com.au

Get ready to maximise the potential of your renewable energy investment with ActewAGL.

The ActewAGL Solar Partner Plus plan is designed to package with your new integrated solar and battery system. You'll soon see just what's possible by harnessing the power of the sun, and storing it to save.

As a recap, this plan means you'll receive a feed in tariff of 17c/kWh for the first 10kWh per day, and 6c/kWh for all additional exports, for 12 months. If you have gas, you'll receive 10% off gas supply and usage charges for 12 months.

All the details of your new energy plan is in this pack. To accept, simply complete the Residential Energy Application and email to: SalesAdministration@actewagl.com.au.

Importantly, when will you start receiving the benefits of the Solar Partner Plus plan?

If your electricity plan is currently with ActewAGL you will begin receiving the benefits of your new ActewAGL Solar Partner Plus plan on the solar and battery system installation date, provided by the contracted installer.

If your electricity plan is not currently with ActewAGL, we will organise to transfer your billing to us from the date of your next scheduled meter read, after your cooling off period. You will begin receiving the benefits of the ActewAGL Solar Partner Plus plan, on the later date, either when your account is active with ActewAGL or on the solar and battery system installation date provided by the contracted installer.

Right here, like always.

We're here to support you from the heart of Canberra.

- Manage your account anytime, anywhere at **my.actewagl.com.au**. Log in to see your energy usage, view and pay a bill, change to electronic billing, update information, set up EvenPay plus much more.
- Speak direct to an energy expert on **13 14 93** (8am–6pm, Monday–Friday). We don't off-shore our services, so you're guaranteed to talk to a Canberra local, every time.
- Visit us in person at an **Energy Bar**, 40 Bunda St, Canberra City (9am–5pm, Monday–Friday). Or 7 days a week at various shopping centres across ACT and NSW. Check our Facebook page for current locations.

Kind regards,



Rachael Turner
General Manager Retail

ActewAGL Solar Partner Plus plan

This Energy Plan is only available to residential customers with electricity or both electricity and gas (where applicable) supplied to their premises. The Plan is also only available to customers with an eligible, operational solar and battery system. This plan applies to electricity supply charges and feed in tariffs but does not apply to usage charges. If you have gas, this plan is applied to gas usage and supply charges. The offer does not apply to any Greenchoice electricity charges, Carbon Neutral Gas Offset charges or miscellaneous fees and charges, and will not apply to any government taxes, fees, levies or charges.

Your Energy Charge Rates

Please see the attached Basic Plan Information Document and refer to the Schedule of standard contract prices for your region which can be found at actewagl.com.au/plans-and-connections/pricing-information

Terms and Conditions of your Solar Partner Plus plan

- This Energy Plan is only available where ActewAGL is able to provide the Services at the same Energy Charge Rates.
- This Energy Plan is only available to residential customers in the ACT.
- By accepting the terms of this plan customers agree to sign up to an Ongoing Market Retail Contract with a benefit period for electricity and if applicable gas.
- The first benefit period will be one of the following, which will depend on the customer's tariff type:
Single rate: 18% less than the Australian Energy Regulator's electricity reference price and (if applicable) 10% off gas supply and usage charges for 12 months.
Single rate with controlled load: 14% less than the Australian Energy Regulator's electricity reference price and (if applicable) 10% off gas supply and usage charges for 12 months.
- The lowest possible electricity price of this offer depends on customer's tariff type, and is as follows:
Single rate: \$1,714
Single rate with controlled load: \$2,252
The above annual bill amounts are based on an indicative residential customer in the ACT. That is 6,100 kWh a year (without controlled load) and 8,800 kWh a year (with controlled load). Your bill will depend on your actual usage.
- Under ActewAGL's Small Generator Buyback Scheme a solar buyback rate of 17c/kWh (for the first 10kWh per day), and 6c/kWh for all additional export applies to the plan.
- If a customer has a gross metered solar system and is on an ACT Government Feed-in Tariff their solar buyback rate for that system will remain unchanged if they sign up to this offer.
- The benefit period commences from either when a customer accepts the offer or the date the customer's solar and battery system is activated or from when their account commences with ActewAGL if ActewAGL is not the current energy retailer, whichever is later.
- Customers will be billed at Energy Charge Rates published in the Schedule of standard contract prices for their region which can be found at actewagl.com.au
- The offer does not apply to any miscellaneous ActewAGL charges, Greenchoice products or any government taxes, fees, charges or levies.
- This offer is not available in conjunction with any other offers or discounts.
- This ActewAGL Energy Offer is an Offer for the purposes of your Ongoing Market Retail Contract ('Contract'). This document, the Contract and any Service Application Form, voice recording online form comprise your Agreement with ActewAGL ('Agreement'). You have received this information because you are an Account Holder who has signed an ActewAGL Service Application Form, completed a voice recording or completed an online form.
- If you use a life support machine call ActewAGL on 13 14 93.
- The Energy Plan will start on the later of the following:
 - when all Services included in this Agreement have been accepted in ActewAGL's systems (Energy Plan Commencement Date); or
 - the Supply Commencement Date.
- The Supply Commencement Date may be up to four months after the Application Date, depending on the date of your last meter read, and may be different for electricity and gas (see Contract). The Energy Plan will cease on the earlier of the expiry or cancellation of the Energy Plan End Date.

- The ActewAGL Direct Debit discount of 5.5c/day on the supply charge is not available under this offer.
- This offer is not available in conjunction with any other offers or discounts.
- The expiry or cancellation of an energy Plan at the Energy Plan End Date does not bring your Contract to an end. Please refer to the Contract and Basic Plan Information Document for details on when it will end.
- You must remain on the same electricity tariff, and if applicable, gas tariff, throughout the Energy Plan Period.
- Customers with annual consumption of electricity greater than 100MWh at any individual site are not eligible for this ActewAGL Energy Offer. Upon ActewAGL becoming aware that your annual consumption of electricity is greater than 100 MWh, your Agreement will be cancelled. You will not be liable to pay the Exit Fee (if applicable).

Offer of New Energy Plan

- ActewAGL will contact you in writing not less than four weeks before the Energy Plan End Date and may provide you with an offer of a new Energy Plan ('New Offer') at that time. The New Offer will outline our then current offer and describe any new charges and any revised terms and conditions. To accept the New Offer, you can tell us in writing or by calling ActewAGL on 13 14 93. If we do not hear from you by the expiry of the Energy Plan End date, we may continue your Contract in accordance with the terms of the New Offer for the period stated in the New Offer.

Cancellation

- If you move to a location where ActewAGL is unable to provide the Services, your Agreement will be cancelled.
- ActewAGL reserves the right, at its absolute discretion, to cancel your Agreement if you fail to pay a Service invoice rendered in accordance with the Contract relevant to that Service.
- If your Agreement is terminated for any reason but you continue to receive the Services from ActewAGL, the supply of the Services will be subject to the terms of the Standard Retail Contract and at the Energy Charge Rates applicable to the relevant contract at that time. You will not receive the benefits of the Energy Plan.

Other Information

- All fees and charges listed in this Agreement (including the Energy Plan) are GST inclusive unless otherwise stated.
- 'Account Holder' means the person(s) in whose name(s) the electricity and/or gas accounts above are held, and who signs an ActewAGL Service Application Form, or enter into this Agreement by electronic means, such as a voice recording or online form.
- We may have used the services of a marketer to arrange or facilitate your entry into this Agreement. The marketer may be paid a fee/commission for these services.
- The Australian Consumer Law and the National Energy Retail Law and Rules contain marketing rules which apply to us and any marketers we use and protect your rights as a customer.
- 'Standard Retail Contract' has the meaning given by the National Energy Retail Law (ACT) Act 2012 (ACT). You have the right to enter a Standard Retail Contract with the relevant Supplier in your area.

Contact Details

For enquiries specific to your Agreement, call ActewAGL Retail 13 14 93, or write to:

ActewAGL Retail
GPO Box 366
Canberra ACT 2601

For faults and emergencies (24 hours), please contact your local Distributor:

ACT electricity – 13 10 93

NSW electricity (Essential Energy) – 13 20 80

ACT/NSW gas – 13 19 09

NSW electricity (Endeavour Energy) – 13 10 03

ActewAGL Retail Single Written Disclosure Statement

ActewAGL Market Retail Contract ('Contract')

This Single Written Disclosure Statement should be read in conjunction with the enclosed Market Retail Contract, Basic Plan Information Document and Schedule of Charges, which together set out important information that you need to know about your Agreement.

Prices, Fees and Charges

- The prices, fees and charges payable under your Agreement are specified in the Basic Plan Information Document and Schedule of charges.
- ActewAGL may vary prices during the term of your Agreement in the circumstances set out in your Agreement. We will give you notice of any variation to the prices as soon as practicable and in any event no later than your next bill. Any variation of charges operates from the date specified in the notice.

Contract Term

- The term of your Agreement is set out on your Basic Plan Information Document, being either an ongoing Contract with Benefit Period or a fixed term Contract.

Cooling-off Period

- You have the right to withdraw from your Agreement with ActewAGL within 10 business days after receiving your welcome pack ('Cooling-off period'). You can exercise your right to withdraw during the Cooling-Off period by calling 13 14 93 or writing to us at ActewAGL Retail, GPO Box 366 Canberra ACT 2601.

Service Levels. Concessions and Rebates.

- Our services to you will meet the minimum requirements set out in the National Energy Retail Rules and any applicable jurisdictional regulatory minimum service standards.
- For residential customers, if you are a holder of a current concession card issued by either Centrelink or the Department of Veterans' Affairs (DVA) or if you are dependent on life support equipment, you may be eligible for an energy rebate. Please call 13 14 93 for further information.

Billing and Payment Arrangements

- Residential customers will be billed once every three months. Payment is required by the due date as shown on your bill. You can elect to pay your bills by direct debit, self-service platform online payments, one-off payments, telephone, BPAY, in person through Australia Post or Centrepay. You may enter into a payment arrangement by calling 13 14 93.

Making a complaint

We will address any complaints you have, including in respect of any marketing activity conducted on our behalf, in accordance with our standard complaints and dispute resolution procedures which is available at actewagl.com.au or upon request. If you would like to register a complaint please contact ActewAGL as follows:

Customer Liaison team

GPO Box 366
Canberra ACT 2601
Call 02 6248 3519 Fax 02 6248 3865

If you are dissatisfied with the outcome, you have a right of review.

For events relating to ActewAGL that have taken place in the ACT, you can contact the ACT Civil and Administrative Tribunal and for events in NSW, the Energy and Water Ombudsman of NSW.

ACT Civil and Administrative Tribunal
PO Box 578 Civic Square ACT 2608
Telephone 02 6207 77 40
Email: escc@act.gov.au

Energy and Water Ombudsman of NSW
PO Box 1343 Haymarket NSW 1240
Free call 1800 246 545
Email: omb@ewon.com.au

Cancellation notice (only complete if you wish to cancel your Agreement with ActewAGL)

Right to cancel this Agreement within 10 business day cooling-off period

You have the right to cancel this Agreement without any reason within 10 business days from and including the day after you signed or received this Agreement.

Extended right to cancel this Agreement

If ActewAGL has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting ActewAGL, either orally or in writing. **Refer to the information attached to this Agreement.** You may have up to 6 months to cancel this Agreement in certain circumstances.

To cancel this Agreement in writing, complete this notice and send it to ActewAGL. Alternatively, you can write to ActewAGL.

Notice to Cancel Agreement

Supplier Details:

ActewAGL Retail
Sales Administration
GPO Box 366
Canberra ACT 2601

Consumer Details:

Name of Consumer

Details of goods or services supplied under the Agreement:

- ☐ Electricity
☐ Natural gas
☐ Greenchoice
☐ Carbon neutral gas

Consumer's address

Cost of goods or services

REFER TO AGREEMENT DOCUMENTS

I WISH TO CANCEL THIS AGREEMENT

Date of Agreement

Signed by the consumer

Application number

Date

Note: You must either return to the supplier any goods supplied under the agreement or arrange for goods to be collected.

Unsolicited Consumer Agreements – Your Cooling-off Rights explained

1. You have 10 business days to reconsider an unsolicited consumer agreement, during which you cancel the agreement without penalty. This is called the Cooling-off period.
2. Once you terminate an agreement, the agreement is void that is, treated as if it never existed.
3. You may exercise this right even where the agreement has been fully executed.
4. It is an offence to induce, or attempt to induce you to waive these rights. It is also unlawful to include or rely on provisions that exclude, limit, modify or restrict:
 - a) Your right to terminate the agreement; and
 - b) The effect or operation of the Australian Consumer Law as it relates to unsolicited consumer agreements.
5. For agreements negotiated over the telephone, the cooling-off period begins on the first business day after you receive the agreement documents.
6. For agreements that have not been negotiated over the telephone, the cooling-off period begins on the first business day after the agreement was made.
7. During the 10 day cooling-off period, we must not accept any payment or supply any goods or services related to the agreement.
8. Goods or services supplied during the cooling-off period are considered unsolicited goods. Electricity and gas may be supplied during the 10 day cooling-off period where the premises are connected to electricity or gas, or the premises are connected but are not being supplied by us.
9. You may terminate an agreement orally or in writing. The termination date is considered to be the date on which the notice was given to us or sent by you. If giving notice in writing, you may deliver it personally, or deliver or send to an address (including an email address, if any) stated on the Cancellation Notice.
10. The notice is effective even if:
 - a) written notice has been given, but we have not received it; and
 - b) goods and services supplied have been wholly or partly consumed or used.
11. You may also terminate an agreement up to 3 months after it is made, or the agreement documents are received if the agreement was made by telephone, if the salesperson;
 - a) visited outside of the permitted selling hours
 - b) did not disclose the purpose of the visit
 - c) did not produce identification
 - d) did not leave the premises upon request.
12. The period is extended to 6 months if a salesperson;
 - a) did not provide information about the cooling-off period;
 - b) was in breach of any of the requirements for unsolicited consumer agreements, such as failing to provide a written copy of the agreement or not including required information in the written agreement; or
 - c) supplied goods or services during the cooling-off period (except in relation to electricity and gas – see above).
13. If you cancel an unsolicited agreement, then any related contract or instrument is also void.
14. When you cool-off, we must promptly return or refund you any money paid under the agreement or related contract. We cannot:
 - a) take action against you to recover any payments allegedly owed under the agreement, or
 - b) place, or attempt to place, your name on any list of defaulters or debtors.

ActewAGL Virtual Power Plant Services Agreement

Effective 1 February 2022

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ActewAGL Virtual Power Plant Services Agreement

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.

The terms of this agreement do not negate your rights and responsibilities as a customer of ActewAGL as set out in your retail energy contract available [here](#).

CONTRACT SPECIFICS	
Customer name	As set out in the ActewAGL Residential Energy Application or ActewAGL Electricity Sale Contract
Supply address	As set out in the ActewAGL Residential Energy Application or ActewAGL Electricity Sale Contract
Value of ActewAGL Credits and payment method	Included in the discount on the supply charge and the feed in tariff.
Virtual Power Plant Services term	12 months from the later date of when: <ol style="list-style-type: none"> 1. Your ActewAGL Electricity Sale Contract commences; and 2. You accept the Offer, with renewal for successive 12 months term in accordance with this Agreement; and 3. There is an operational Operated Product at the supply address.
Exit fees	None apply
Specifications	<p>Battery System Make and Model</p> <p>A. SolarEdge Inverter and LG Home Battery</p> <ul style="list-style-type: none"> • Battery Models: <ul style="list-style-type: none"> – LG RESU 10H; or – LG RESU 7H • Inverter: <ul style="list-style-type: none"> – HD-Wave; or – StorEdge; or – Energy Hub. <p>B. TESLA</p> <ul style="list-style-type: none"> • Model: <ul style="list-style-type: none"> – Powerwall 2

ACTEWAGL VIRTUAL POWER PLANT DETAILS	
Product name	ActewAGL Residential Energy Application or ActewAGL Electricity Sale Contract
Term	12 Month Automatic rollover for successive 12 month terms in accordance with the Residential energy agreement.
Exit fees	None apply

1. Definitions and Interpretation

(a) Definitions

In this Agreement:

ActewAGL means Icon Retail Investments Limited and AGL ACT Retail Investments Pty Ltd (trading as ActewAGL Retail) ABN 46 221 314 841, and “Us”, “Our” and “We” have corresponding meanings.

ActewAGL Credits means the credits provided to You by ActewAGL for participating in the ActewAGL VPP in the method set out in the Contract Specifics.

ActewAGL Electricity Sale Contract means the market retail contract between Us and You for the supply of electricity to You at the Supply Address. **Residential Energy Agreement** has the same meaning.

Agreement means this contract for VPP Services, and the Welcome Letter, Welcome Pack and Contract Specifics, attachments and annexures and any documents referred to therein.

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.

Backup Power means any power delivered from any available energy remaining in the Operated Product while any power outage impacts the Supply Address of the location of the Operated Product.

Business Day means any day other than a Saturday, Sunday or public holiday in the state in which the Supply Address is located.

Charge means the drawing of electricity into the Operated Product, either from a solar photovoltaic system or from the National Electricity Grid and **Charging** has the same meaning.

Clean Energy Regulator means the Clean Energy Regulator established under the Clean Energy Regulator Act 2011 (Cth).

Confirmation Letter means the letter sent to You by Us specifying the VPP Services that We are providing to You with that name forming part of this Agreement.

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

Data means any data relating to the Operated Product, Your energy generation and consumption, net export of electricity and any other data that may be transmitted to Us in connection with Our provision of the VPP Services, including Your energy usage.

Digital Meter means a smart meter or other internet enabled device that measures energy consumption in a home.

Discharge means the exporting of electricity to the Supply Address or the National Electricity Grid and **Discharging** has the same meaning.

Distributor means an entity or person who owns, controls, or operates a distribution system.

Electronic Means means any form of electronic communication including email to an agreed email address, or short message service or multimedia message service to an agreed telephone number and which may consist of notice with a link to details of the variation on our website.

Eligibility Criteria means the criteria set out in clause 4(b) of this Agreement that You must meet for this Agreement to be effective.

Energy Plan General Terms means ActewAGL’s Ongoing market Retail Contract General Terms for Small Customers in ACT and NSW.

Further Virtual Power Plant Services Term (or Further VPP Services Term) has the meaning given in clause 11(a).

Government Credit means all rights, value, benefits, credits and certificates of any kind which derive from the supply of the Products and Services under a clean energy, energy productivity or carbon reduction government or regulatory program, including an incentive payment from REPS and RECs.

Grid Connection Application means an application to Your electricity Distributor to allow export of electricity from the Supply Address, (or any other changes (temporary or otherwise) to or in relation to the export of electricity from the Supply Address and any related applications for the purposes of this Agreement), including via an online portal, where applicable.

Grid Connection Agreement means the agreement between You and Your electricity Distributor to allow export of electricity from the Supply Address.

GST has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

Hold means to cease Charging and Discharging the Operated Product.

Initial Virtual Power Plant Test (or Initial VPP Test) means an initial check conducted by Us to confirm that we can orchestrate the Operated Product.

Initial Virtual Power Plant Services Term (Initial VPP Services Term) means twelve (12) months, commencing on the date specified in clause 2(b).

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.

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.

Non-excludable Obligation has the meaning given in clause 12(b).

Offer means the offer made by Us to You via telephone or other method to provide You the VPP Services on the terms and conditions set out in this Agreement and as an ancillary product to your ActewAGL Electricity Sale Contract.

Operated Product means the product(s) that You own that meets the Specifications.

Product Warranty means the warranty that was provided by the manufacturer and/or supplier of your Operated Product at the time of purchase.

Regulatory Requirements means any relevant Commonwealth, State or local government regulation, including all laws, regulations, subordinate legislation, proclamations, orders in council, licence conditions, codes, guidelines or standards applicable from time to time to the supply or performance of the VPP Services at the Supply Address.

Related Body Corporate has the meaning given in the Corporations Act 2001 (Cth).

Specifications means a battery system make and models, as listed in the Contract Specifics. We may add further make and models to the Specifications from time to time.

Supply and **Supplier** have the meaning that they have in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time.

Supply Address means the address set out in the Welcome Letter or the Contract Specifics and is the address at which the VPP Services are or are to be supplied or performed by Us.

Virtual Power Plant Services (or VPP Services) means the right granted by You to Us to monitor, control and use the Operated Product(s) by Us. It includes Our modifying the Operated Product(s)'s settings in Our absolute discretion, including so as to cause the Operated Product(s) to Charge, Discharge or Hold.

Virtual Power Plant Services Term (or VPP Services Term) means the Initial VPP Services Term and any Further VPP Services Term.

Welcome Letter means the letter sent to You by Us specifying the VPP Services that We are providing to You.

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

(b) Interpretation

In this Agreement (unless the context otherwise requires):

- a) headings are for convenience and do not affect the interpretation of this Agreement;
- b) words importing the singular include the plural and vice versa;
- c) all references to 'include' or 'including' or 'for example' are non-exhaustive and do not imply any limitation;
- d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any government agency;
- e) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- f) a reference to a person includes that person's:
 - (i) executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns; and
 - (ii) officers, employees, contractors, agents or other representatives;
- g) when capitalised, grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- h) a period of time which:
 - (i) dates from a given day, or the day of an act or event, is to be calculated exclusive of that day;
 - (ii) commences on a given day, or the day of an act or event, is to be calculated inclusive of that day; and
 - (iii) an event which is required under this Agreement to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day; and
- i) any discretion that We have under this Agreement will be exercised by Us on reasonable grounds, including considerations relating to:
 - (i) whether circumstances were beyond Your reasonable control, or were accidental but not negligent;
 - (ii) (our history with Us and our Related Bodies Corporate, including Your conduct under this Agreement, Your ActewAGL Electricity Sale Contract 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 ActewAGL Electricity Sale Contract 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).

2. Agreement and VPP Services commencement

- a) The Agreement commences when You accept the Offer.
- b) The VPP Services Term commences on the later date of when:
 - (i) Your ActewAGL Electricity Sale Contract commences;
 - (ii) You have met the Eligibility Criteria;
 - (iii) There is an operational Operated Product at the supply address; and
 - (iv) You accept the Offer ("VPP Services Commencement Date")

3. Payment

- a) We or one of Our Related Bodies Corporate (acting as Our agent) will credit the ActewAGL electricity bill associated with Your ActewAGL Electricity Sale Contract in the amount of any ActewAGL Credits.
- b) For clarity, under this Agreement:
 - (i) You are only entitled to ActewAGL Credits in accordance with clause 3(a);
 - (ii) no amounts are payable to You; and
 - (iii) ActewAGL Credits may only be applied as part payment of Your ActewAGL electricity bill and are not transferrable and are not redeemable for cash.

4. Your obligations

- a) You will make Your own enquiries to find out how the VPP Services may impact:
 - (i) any retail electricity sale contract You are a party to;
 - (ii) Your Product Warranty;
 - (iii) Your Grid Connection Agreement;
 - (iv) any feed-in tariff You receive,

and You agree that We are not liable for any loss, damage or liability You suffer as a result of the impact of the VPP Services on any of the above unless we are negligent.
- b) You acknowledge and agree that you meet the following Eligibility Criteria:
 - (i) You must have authority and capacity to enter into this Agreement;
 - (ii) not be participating in another virtual power plant program;
 - (iii) have an Operated Product installed that meets the Specifications;
 - (iv) own or have the right to use the Operated Product;

- (v) own or occupy the Supply Address, or if You are not the owner of the Supply Address, have obtained written consent from the owner in relation to the entry into and performance of this Agreement;
 - (vi) have all necessary approvals, consents or authorities from any owner, residents, owner's corporation or local authorities;
 - (vii) have an ActewAGL Electricity Sale Contract in relation to the Supply Address;
 - (viii) own or have the right to use the solar photovoltaic system to which the Operated Product is connected at the Supply Address;
 - (ix) ensure each Operated Product is properly functioning and maintained and that You are connected to the internet (ideally through an ethernet connection) on a continuous basis;
 - (x) comply with all Regulatory Requirements in relation to the Supply Address and the Operated Product;
 - (xi) have a Grid Connection Agreement with Your Distributor in relation to the Supply Address, the Operated Product and the solar photovoltaic system and not be in breach of any Grid Connection Agreement;
 - (xii) meet any other reasonable criteria related to the services provided under this Agreement as specified by Us from time to time.
- c) You acknowledge that You are responsible for all energy charges under Your ActewAGL Electricity Sale Contract associated with the use and operation of the Operated Product and that You are responsible for all hardware, internet enabled device, internet connection, systems and software applications that You use to download, install and/or operate to access the VPP Services.
 - d) You agree to co-operate with Us and your manufacturer if a software upgrade to your Operated Product is required in order for Us to provide You with the VPP Services.
 - e) You must not, and must not allow, any other person to (unless otherwise authorised in writing by Us):
 - (i) control, move, remove, tamper with, disable, displace or damage any Operated Product (including intentionally disconnecting its internet connectivity other than through the ordinary course of maintain an internet connection); or
 - (ii) provide You with any services similar to or the same as the VPP Services in relation to the Operated Product.
 - f) Despite any other clause of this Agreement, You acknowledge and agree that if the terms and conditions of Your ActewAGL Electricity Sale Contract change (including any change to any charge, benefit or tariff), that any benefits, including financial benefits, arising under this Agreement or stated in the Welcome Letter or the Contract Specifics or any estimate of system performance or other representations may be impacted, and We are not liable to You for any loss, damage or liability You suffer as a result of or in connection with any such impacts.
 - g) If the Operated Product or Supply Address is sold, leased, sublet, licensed, transferred or assigned to any other person:
 - (i) You will notify the relevant person regarding consents in this Agreement and obtain their consent;

- (ii) You will notify Us immediately; and
- (iii) We may provide Our consent on terms and conditions We deem reasonable, including requiring any lessee, sublessee, licensee, assignee or transferee to enter into an agreement with Us on similar terms to this Agreement, which You agree use best endeavours to procure.

5. Customer Tax Warranty

You warrant to Us that:

- a) You are and for the duration of the Agreement will be, an individual;
- b) You are not and will not be entitled to an ABN as You are not carrying on an enterprise in Australia; and
- c) the Supply is wholly of a private and domestic nature (from the Supplier's perspective).

6. Impact of VPP Services

- a) You acknowledge that the VPP Services may impact upon your electricity usage as follows:
 - (i) a draw from the National Electricity Grid may appear as additional electricity consumption on Your electricity bill under Your Electricity Sale Contract; and
 - (ii) a discharge may impact on the amount of electricity generated from Your solar photovoltaic system that You have to use from the Products.
- b) In addition, the VPP Services will result in charge cycling of the Product and that this may have an impact on the lifespan of the Product.
- c) To the extent permitted by law, We are not liable to You for any loss, damage or liability You suffer as a result of or in connection with any of the impacts described in clauses 6(a) and 6(b).
- d) If Your Product has Backup Power, We will not allow the level of energy stored in the Product to drop below the following level as a result of a discharge from the Product:
 - (i) for a Tesla Powerwall: 20% of useable energy storage capacity; or
 - (ii) for a LG Home SolarEdge: the level of Backup Power set in Your inverter during installation or as amended by Us by agreement with You from time to time.

7. Estimate of VPP Services

- a) Except where one of the exclusions identified in clause 7(b) below applies, We estimate that the impact of the VPP Services on Your ActewAGL electricity bill will not exceed \$50 (inclusive GST) over each 12 month period measured from the VPP Commencement Date and each anniversary of that date.
- b) Clause 7(a) does not apply if:
 - (i) Your Electricity Sale Contract includes an electricity tariff that has a 'demand charge' component;
 - (ii) Your Product is set to a mode other than (for Tesla) 'Self-Powered' or (for SolarEdge inverters) 'Maximise Self-Consumption (MSC)'. For clarity, this means that operating modes such as time-based control, demand charge management and backup only functionality are excluded.

- c) Notwithstanding clause 7(a), if the terms and conditions of Your Electricity Sale Contract change (including any change to any charge, benefit or tariff), then any benefits, including financial benefits, arising under this Agreement may be impacted.

8. Government Credits

- a) You may be entitled to create or receive Government Credits, including through creating energy productivity value, as a result of the supply of the Services;
- b) We will own, and You assign to Us, all rights in and title to any such Government Credits that may arise in relation to the Services;
- c) You confirm that you have not created, or assigned the right to create, any Government Credits for participation in a VPP previously.
- d) We may apply for such Government Credit in Your name; and You authorise Us to directly receive payment and grant of, or right and title to, that Government Credit;
- e) If We do not receive the Government Credit in accordance with clause 8(a), including because You are not eligible to receive it; and
 - (i) We have already reduced the Purchase Price to reflect that Government Credit, or paid to you any credit amount;
 - (ii) then We may recover the value or amount of that Government Credit as a debt due and owing to Us, payable by You on demand.
- f) If the Government Credit was not created or was improperly generated, then if this was due to a breach by You of this Agreement, then in addition to the amounts in clause (e), we may also recover all reasonable costs or a reduction in benefits caused by this.
- g) You agree that You will promptly do all things necessary, including providing any necessary information and signing any further documents, to ensure that this clause 8 is effective.

9. Additional Services

- a) From time to time We may offer to add additional services (including adding additional Operated Products to this Agreement) by prior written notice of no less than 14 business days to You (**Additional Services**). This written notice will set out the terms of the Additional Services including any price 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, the content of the notice will be incorporated into this Agreement and any terms, including payment terms (such as the quantity and/or method ActewAGL Credits are provided to You in the Welcome Letter or the Contract Specifics of this Agreement, will be varied upon Your signing of that notice.

10. Variations and change in law

- a) We may by written notice to You immediately vary this Agreement:
 - (i) as We consider necessary to accommodate any change in any Regulatory Requirements or where We are permitted to do so by a Regulatory Requirement;

- (ii) (to make a change that You have requested or expressly consented to;
 - (iii) to make an administrative or typographical change; or
 - (iv) to make the terms of this Agreement more favourable to You; or
 - (v) if We can demonstrate that due to a change in Regulatory Requirements a cost associated with the supply of the Services has increased after the commencement of the VPP Services Term, we may decrease the value of the ActewAGL Credits by a reasonable corresponding amount; and
 - (vi) such variation will be deemed to be incorporated into this Agreement.
- b) We may by written notice to You request to vary this Agreement in circumstances other than set out in clause 8(a) above and upon receipt of the notice, You can either:
 - (i) accept the proposed variation and the Agreement will continue with the variation; or
 - (ii) opt not to accept the proposed variation and terminate the Agreement in accordance with clause 9.2(a).

11. Termination

11.1 Termination by Us

- a) In addition to any other rights provided at law, We may provide you with not less than 30 days written notice to terminate this Agreement:
 - (i) if Your Grid Connection Agreement is terminated;
 - (ii) if We determine acting reasonably that it is not technically or operationally feasible or commercially viable to supply the VPP Services to You;
 - (iii) upon You notifying us, or if We become aware, that the property located at the Supply Address to which the VPP Services apply to has been sold, leased, sublet, licensed, transferred or assigned;
 - (iv) for convenience; or
 - (v) if Your ActewAGL Electricity Supply Contract is terminated.
- b) If this Agreement is terminated by Us in accordance with:
 - (i) Clauses 9.1(a)(i)–(iv) inclusive, You will be entitled to retain the ActewAGL Credits which You have received as at the date of termination, and we will pay You the ActewAGL Credits that have accrued up to the date of termination and the ActewAGL Credits that would have accrued (but for the termination of this Agreement) for the remainder of the Initial VPP Services Term or relevant Further VPP Services Term (as applicable); or
 - (ii) Clause 9.1(v), You will be entitled to retain the ActewAGL Credits that You have already received as at the date of termination and we will pay You the ActewAGL Credits that have accrued up to the date of termination. You will not be entitled to receive any other ActewAGL Credits

11.2 Termination by You

- a) You may terminate this Agreement by giving Us written notice of not less than 30 days stating that You opt not to accept the variation to the Agreement pursuant to clause 8(b) or 11(c). If you terminate in accordance with this clause, You will be entitled to retain the ActewAGL Credits which You

have received as at the date of termination, and we will pay You the ActewAGL Credits that have accrued up to the date of termination and the ActewAGL Credits that would have accrued (but for the termination of this Agreement) for the remainder of the Initial VPP Services Term or relevant Further VPP Services Term (as applicable)

11.3 Termination for Breach

- a) Either party may terminate this Agreement at any time by written notice of not less than 30 days to the other party if that other party commits a material breach of this Agreement and that breach:
 - (i) is not capable of remedy; or
 - (ii) (is capable of remedy but is not remedied within a reasonable period of not less than 60 days from the date of a written notice calling upon the party in breach to remedy such breach.
- b) For clarity, and without limiting any other rights of termination under this Agreement and what other breaches which may be material, the parties agree that the following are material breaches of this Agreement:
 - (i) (if Your Operated Product is not connected to the internet or properly functioning, and You do not rectify the connectivity or functionality promptly after being made aware of this by Us;
 - (ii) a breach of any of Your obligations under clause 4;
 - (iii) if You commit any fraudulent or grossly negligent act in relation to this Agreement.

11.4 Effect of termination by You without cause or for Your breach

- a) Without limiting clause 9.6, if:
 - (i) You terminate this Agreement other than in accordance with clause 9.2 or clause 9.3; or
 - (ii) We terminate this Agreement for Your breach in accordance with clause 9.3,

You will be entitled to retain the ActewAGL Credits that You have already received as at the date of termination, and we will pay You the ActewAGL Credits that have accrued up to the date of termination but You will not be entitled to receive any further ActewAGL Credits.

- b) Without limiting clause 9.6, if You terminate this Agreement for Our breach in accordance with clause 9.3(a), You will be entitled to retain the ActewAGL Credits which You have received as at the date of termination, and we will pay You the ActewAGL Credits that have accrued up to the date of termination and the ActewAGL Credits that You would have accrued (but for the termination of this Agreement) for the remainder of the Initial VPP Services Term or relevant Further VPP Services Term (as applicable).

11.5 Effect of termination – general

- a) Termination of this Agreement will not affect any:
 - (i) accrued rights or remedies that We or You may have under this Agreement; or
 - (ii) rights or obligations stated to survive termination, or by their nature intended to survive termination.

12 Electricity distributor and consents

- a) You warrant that you meet all Eligibility Criteria.

- b) You must immediately notify us if Your Grid Connection Agreement is amended or terminated.
- c) If We ask, You may appoint Us as Your representative to deal with Your Distributor, government agency, electricity retailer, Clean Energy Regulator and Relevant Manufacturer on Your behalf, including to:
 - (i) make any Grid Connection Application or any similar,
 - (ii) seek to amend or agree any amendment of Your Grid Connection Agreement;
 - (iii) accept Your electricity Distributor's terms and conditions including any variation of such terms and conditions;
 - (iv) seek and receive information from about Your eligibility to receive the VPP Services, Your connection, Grid Connection Agreement, Operated Product or other related systems at the Supply Address or any other technical information relevant to the supply of the VPP Services.
- d) You may withdraw the authorisation under clause 10(c) by notifying Us in writing, but this may delay or disrupt Our provision of the VPP Services (and by withdrawing the authorisation You agree that We may in Our absolute discretion terminate or suspend the supply of VPP Services that We consider are potentially affected by the loss of such authorisation).
- e) You agree that in appointing Us as Your representative under clause 10(c), this may prompt third parties such as Your Distributor to seek to ascertain whether You have complied with any of the Distributor's requirements or Regulatory Requirements. We are not liable to You for any loss, damage or liability You suffer as a result of any non-compliances in relation to Your Supply Address.

13 End of VPP Services Term

- a) This Agreement will terminate at the end of the Initial VPP Services Term if either party provides written notice that it is terminating this Agreement at least 14 days prior to the end of the Initial VPP Services Term. If neither party provides at least 14 days' written notice prior to the end of the Initial VPP Services Term, this Agreement will automatically renew for successive terms of one (1) year (each a **Further VPP Services Term**).
- b) In any Further VPP Services Term either party may terminate for convenience at any time by providing the other with 30 days' prior written notice that it is terminating this Agreement.
- c) If this Agreement renews in accordance with clause 11(a) for a Further VPP Services Term, all other terms and conditions of this Agreement continue to apply during the Further VPP Services Term, but in addition to the rights of Variation under clause 8, We may at any time provide You with 30 days' written notice (from the date in the notice) varying the terms and conditions of this Agreement (including changes to any fees, charges or price) that will apply for any Further VPP Services Term. If You do not agree with the proposed variations, You may terminate this Agreement on 30 days' written notice to us.
- d) If You or We terminate this Agreement at the end of the Initial VPP Services, You will be entitled to retain the ActewAGL Credits which You have received as at the date of termination, and we will pay You the ActewAGL Credits that have accrued up to the date of termination.

14 General warranties

- a) Despite anything to the contrary in this Agreement, to the extent that You receive VPP Services from Us as a consumer within the meaning of the Australian Consumer Law, You may have certain guarantees, rights and remedies under the Australian Consumer Law (including consumer guarantee right that the VPP 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) that cannot be excluded, restricted or modified by agreement.
- b) Nothing in this Agreement operates to exclude, restrict or modify the application of any implied condition or warranty, 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, (**Non-excludable Obligation**).

15. Intellectual Property

- a) Intellectual Property owned by either party at the commencement of this Agreement remains the property of that party.
- b) Any Intellectual Property developed or created during the performance of this Agreement vests in Us immediately upon its creation and You assign all right, title and interest in such Intellectual Property to Us and will do any further acts or execute any documents required by Us to effect such assignment.
- c) Without limiting any other clause of this Agreement, to the extent You provide, submit, send or receive information or content in which You own Intellectual Property to Us under or in connection with this Agreement, You provide us with a perpetual royalty free worldwide license to use, reproduce, modify, adapt and create derivative works in such Intellectual Property for the purposes of improving and developing our products and services.

16. Data

- a) You consent to:
 - (i) the transmission of the Data to Us;
 - (ii) Our access to and use of the Data for any purpose We see fit to provide services under this Agreement (subject to privacy laws and Our privacy policy);
 - (iii) Our use and sharing of the Data with third parties, including any contractor providing the VPP Services, the Relevant Manufacturer, the Australian Energy Market Operator, the Clean Energy Regulator, a Distributor, a government agency or any person as required under the Regulatory Requirements or any person involved in the supply chain of a virtual power plant with which Your VPP Services are associated and to these third parties using and sharing this Data for any purpose they see fit (subject to privacy laws);
 - (iv) Us and Our Related Bodies Corporate using Your Data for internal assessments, developing new products and services.
 - (v) Us notifying third parties of Your consent to allow Us to continue receiving this Data as required to continue supplying You with products and services and

confirmation of Your consent by completing or signing documents provided to You. Where We are permitted by Regulatory Requirements, You give consent for Us to access and use information that is recorded prior to the date that You accept the Offer.

- b) You may withdraw the consents contained in this clause 14 at any time by notifying Us, but doing so may prevent Us from providing You with the VPP Services and may impact the functionality of the Operated Product and VPP Services (and by withdrawing consent You agree that We may in Our absolute discretion suspend or terminate the supply of VPP Services that We consider are potentially affected by the loss of such consent).
- c) Data obtained through this clause 16 survives termination or expiry of this Agreement to the extent required by Australian law.

17. Privacy and Confidential Information

Without limiting clause 14 or any other provision of this Agreement:

- a) The information and Data collected by Us may include personal information within the meaning of the Privacy Act 1988 (Cth). We may otherwise collect, use and disclose Your personal information in accordance with Our privacy policy and credit reporting policy, which is available at: www.actewagl.com.au/legal/policies/retail-privacy-statement, and which provides further details about the personal information We collect, what We do with it, where We send it, the credit reporting bodies We use and Your opt- out, access, correction and complaint rights with Us.

18. Liability

- a) You acknowledge and agree that the information and Data or reports You receive in connection with the VPP Services may be incomplete or vary from the data and information recorded by other metering devices, including any network electricity meter at the Supply Address. For clarity, in the event of any discrepancy, the network electricity meter will take precedence.
- b) You acknowledge and agree that the VPP Services will result in charge cycling of the Operated Product and that this may have an impact on the lifespan of the Operated Product.
- c) To the extent permitted by law, and where We are not negligent, We are not liable for any loss, harm, damage, cost, expense (including legal fees) or third party claims, or in the nature of special, indirect, consequential loss or damage, which You suffer, incur or are liable for, including arising directly or indirectly from:
 - (i) any property damage (including damage to the Operated Product and the property at the Supply Address) caused by the VPP Services;
 - (ii) any errors, viruses or bugs present in or arising from the VPP Services or any incompatibility of the VPP Services with any other software or hardware;
 - (iii) any damage caused to the Operated Product, or other inability to utilise the Operated Product, due to hardware or software upgrades initiated by the manufacturer;
 - (iv) any charge cycling referred to in clause 16(b) and its impact on the lifespan of the Operated Product;
 - (v) the Operated Product, any other Operated Product on the Supply Address, or any electricity charges payable by You under Your ActewAGL Electricity Sale Contract or to

- (vi) any cost or expense (including legal fees), or in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss (including increased electricity costs, loss of solar output, loss of stored solar energy, disruption of energy supply or storage, loss of revenue including any feed-in tariff or profit or any reduction in capital value of the Supply Address), loss of contract, loss of profit or revenue or loss of opportunity.

19. Regulatory Requirements

- a) Where Regulatory Requirements are optional or permit the parties to vary or exclude them by agreement, if a term or condition agreed between the parties in this Agreement is inconsistent with a Regulatory Requirement, the term or condition will prevail to the extent permitted.
- b) If:
 - (i) any matter required to be dealt with by a Regulatory Requirement is not, or is only partly, expressly dealt with in this Agreement; or
 - (ii) any term or condition of this Agreement is rendered void for inconsistency with a Regulatory Requirement, the relevant Regulatory Requirement is incorporated into this Agreement in whole or in part as required.

20. Force Majeure Event

- a) If an event outside Our or Your reasonable control (Force Majeure Event) prevents Us or You from complying with any obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure Event (other than any obligation to pay money).
- b) The party affected by the Force Majeure Event must use its best endeavours to:
 - (i) give the other party prompt notice of, and full details about, the Force Majeure Event; and
 - (ii) minimise, overcome or remove the Force Majeure Event as quickly as practicable (however, this will not require either party to settle any industrial dispute).
- c) The party affected by the Force Majeure Event must advise the other party about:
 - (i) the likely duration of that event;
 - (ii) the obligations affected by that event;
 - (iii) the extent to which those obligations will be affected; and
 - (iv) the steps that will be taken to minimise, overcome or remove those effects.
- d) For the purposes of clause 18(b)(i), and only if the Force Majeure Event is widespread, Our requirement to give You prompt notice is satisfied if We make the necessary information available by way of email or SMS within 30 minutes of being advised of the Force Majeure Event, or otherwise use best endeavours to establish as soon as practicable.

21. Assignment

- a) We may assign, transfer or novate Our rights and obligations under this Agreement to another person at any time:
 - (i) by notice to You, if:
 - a. that person is a Related Body Corporate of Us; or
 - b. that assignment, transfer or novation forms part of the transfer of all or a substantial part of Our battery or solar energy business to that other person.
- b) Unless otherwise agreed under this Agreement, You cannot assign, transfer or novate Your rights and obligations under this Agreement to any third party. Consent will not be unreasonably withheld should a request to assign be received under this clause 19, or clause 4(g).

22. Notices

- a) Except where otherwise specified in this Agreement or required under Regulatory Requirements, any communication between the parties under this Agreement may be in person, in writing, by telephone or by Electronic Means.
- b) Any communication under this Agreement required to be in writing may be made by mail or Electronic Means capable of generating a delivery confirmation report.
- c) Any written communication by You or Us is deemed to have been received:
 - (i) if sent by mail, the estimated delivery time of ordinary post as published by Australia Post; or
 - (ii) if sent by Electronic Means, 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).

23. 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.actewagl.com.au/en/contact/complaints, 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 Your Supply Address is located.

24. 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. Severability

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

26. Applicable law

This Agreement is governed by the laws in force in the State in which Your Supply Address is located. The parties submit to the non-exclusive jurisdiction of the courts in that State.

Customer enquiries

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Postal address

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Canberra ACT 2601

Language assistance

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24 hours

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Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.

ACT Standard plan electricity prices

Schedule of charges from
1 July 2021.

ACT Standard plan electricity prices

Schedule of charges from 1 July 2021.

Prices explained

Depending on your electricity plan, on your bill you will see a combination of the following charges as applicable.

Supply charge	A fixed price per day.
Usage charge	A price per unit of usage (measured in kilowatt hours (kWh)) for the amount of electricity you use at your premises.
Demand charge	A charge for the maximum demand placed on the electricity network at your premises during the defined time period and measured in kW or kVA depending on the plan.

ACT RESIDENTIAL PRICES

Plan	Unit	GST exclusive	GST inclusive	Additional information <i>All times are Australian Eastern Standard Time</i>
Home				
Supply charge	¢ per day	93.7500	103.1250	
All usage	¢/kWh	25.5379	28.0917	All day every day.
Home Time-of-use				
Supply charge	¢ per day	93.7500	103.1250	
Peak usage	¢/kWh	34.0300	37.4330	7am–9am and 5pm–8pm daily.
Shoulder usage	¢/kWh	23.6200	25.9820	9am–5pm and 8pm–10pm daily.
Off-peak usage	¢/kWh	19.9500	21.9450	All other times.
Home Demand				
Supply charge	¢ per day	93.7500	103.1250	
Maximum half hourly demand during the peak time period in each calendar month (or part thereof) in a billing period.	¢/kW per day	20.0000	22.0000	5pm–8pm daily.
All usage	¢/kWh	19.5222	21.4744	All day every day.
Home Saver				
Supply charge	¢ per day	118.0000	129.8000	
Usage for the first 60 kWh per day	¢/kWh	24.0869	26.4956	All day every day.
For usage thereafter	¢/kWh	24.5000	26.9500	All day every day.
Home Saver +				
Supply charge	¢ per day	162.0000	178.2000	
Usage for the first 165 kWh per day	¢/kWh	21.4541	23.5995	All day every day.
For usage thereafter	¢/kWh	24.5000	26.9500	All day every day.

Residential customers on direct debit (from a bank account) on a Standard Contract receive a 5c per day GST exclusive discount on their supply charge.

ACT BUSINESS PRICES

Plan	Unit	GST exclusive	GST inclusive	Additional information <i>All times are Australian Eastern Standard Time</i>
Business				
Supply charge	¢/day	138.5000	152.3500	
Usage for first 330 kWh per day	¢/kWh	31.6537	34.8191	All day every day.
For usage thereafter	¢/kWh	32.0000	35.2000	All day every day.
Business Incentive (Business Time-of-use)				
Supply charge	¢/day	138.5000	152.3500	
Business usage	¢/kWh	37.6800	41.4480	7am–5pm on weekdays.
Evening usage	¢/kWh	29.1820	32.1002	5pm–10pm on weekdays.
Off-peak usage	¢/kWh	20.7020	22.7722	All other times.
Business Demand				
Supply charge	¢ per day	138.5000	152.3500	
Maximum half hourly demand during the peak time period in each calendar month (or part thereof) in a billing period.	¢/kW per day	49.9820	54.9802	7am–5pm on weekdays.
All usage	¢/kWh	22.6400	24.9040	All day every day.
Low Voltage Time-of-use Demand				
Supply charge	¢/day	375.0000	412.5000	Per connection point.
Maximum half hourly demand during the peak time period in each calendar month (or part thereof) in a billing period.	¢/kVA/day	49.2770	54.2047	
Business usage	¢/kWh	25.2800	27.8080	7am–5pm on weekdays.
Evening usage	¢/kWh	19.6400	21.6040	5pm–10pm on weekdays.
Off-peak usage	¢/kWh	16.6500	18.3150	All other times.
Community Services Discount (obsolete)				
Supply charge The community services discount on the Business usage rates is 3%	¢/day	138.5000	152.3500	
Streetlighting				
Supply charge	¢/day	138.5000	152.3500	
All usage	¢/kWh	25.5000	28.0500	All day every day.
Small Unmetered Loads				
Supply charge	¢/day	108.0000	118.8000	
All usage	¢/kWh	30.5443	33.5988	All day every day.

Business customers on direct debit (from a bank account) on a Standard Contract receive a 5c per day GST exclusive discount on their supply charge.

ACT CONTROLLED LOAD PRICES

The following section applies to customers on either Residential or Business plans who have eligible controlled load appliances.

Plan	Unit	GST exclusive	GST inclusive	Additional information <i>All times are Australian Eastern Standard Time</i>
Controlled Load Night				For a minimum of six hours and a maximum of eight hours within any one day, between 10pm–7am.
All usage	¢/kWh	15.5000	17.0500	
Controlled Load Day and Night				For a total of 13 hours in any one day. The 13 hours shall be comprised of eight hours between 10pm–7am and five hours between 9am–5pm.
All usage	¢/kWh	17.5400	19.2940	

The actual settings on the time switch will be nominated by the ACT electricity distributor, Evoenergy.

Controlled Load plan eligibility

Controlled load pricing is only available to customers who have a separate controlled load element at their premises, which is installed to the satisfaction of the distributor (Evoenergy).

Controlled Load plans have additional eligibility criteria. These are outlined in the following table:

Plan	Additional eligibility criteria
Controlled Load Night	<p>Is applicable to:</p> <ul style="list-style-type: none"> compressing natural gas for CNG vehicles, water heating storage units where electricity is used to supplement other forms of energy (for example, solar hot water systems) permanent heat (or cold) storage installations of a design and rating acceptable to ActewAGL, which absorb their major energy during restricted times, but which may be boosted at the principal charge at other times. Recharging electric vehicles
Controlled Load Day and Night	<p>Is applicable to:</p> <ul style="list-style-type: none"> water heating storage units for which a test certificate has been issued indicating compliance with Australian Standard 1056 and having lower or upper and lower elements, but with any upper element connected to the principal charge. Rated delivery shall be not less than 160 litres water heating storage units where electricity is used to supplement other forms of energy (for example, solar hot water) storage space heating or cooling including under-floor, concrete-slab heating systems swimming or spa pool heating, and associated auxiliaries, but not to spa baths.

Residential plan eligibility

Residential plans are only applicable to installations at private dwellings, excluding serviced apartments, but including:

- living quarters for members and staff of religious orders
- living quarters on farms
- charitable homes
- retirement villages
- residential sections of nursing homes and hospitals
- residential sections of boarding schools and educational institutions
- churches, buildings or premises which are used principally for public worship
- approved caravan sites.

Serviced apartments are premises which from time-to-time are available for hire for accommodation for periods which may be less than one month and where service available to the apartments includes provision and laundering of bed linen.

In respect of multiple dwellings of three or more dwelling units, residential charges will only be applicable where each dwelling unit is given a separately metered supply and the account is in the name of the occupant.

When a portion of a premise is used principally for domestic purposes, loads not exceeding five kilowatts, which are used for other than domestic purposes may be supplied at residential rates.

In addition, certain residential plans have additional eligibility criteria. These are outlined in the following table:

Plan	Additional eligibility criteria
Home Demand	This is an opt-in plan. Must have a smart meter installed.
Home and Home Saver	Not available to premises connected to the ACT electricity network on or after 1 January 2018. If a smart meter is installed as a result of a faulty meter or meter family failure, you can stay on the Home plan or Home Saver plan for 12 months following installation of the smart meter. At the end of the 12-month period you will be moved to the Home Time-of-use plan, or you can opt out to the Home Demand plan.
Home Saver +	Not available to premises connected to the ACT electricity network on or after 1 January 2018. Must have a reverse cycle air conditioner installed. If a smart meter is installed as a result of a faulty meter or meter family failure, you can stay on the Home Saver + plan for 12 months following installation of a smart meter. At the end of the 12 month period you will be moved to the Home Time-of-use plan or you can opt-out to the Home Demand plan.
Home Time-of-use	Must have a meter capable to be read as a time-of-use meter. This can either be a Type 5 interval meter or a Type 4 smart meter. New residential premises and premises opting in to receive a smart meter default to this plan. Existing premises default to this plan 12 months after installation of a Type 4 smart meter.

Business plan eligibility

Business plans are only available to installations not taking supply at any other defined charge (except controlled load larges) and shall include:

- installations on farms which are not living quarters and have loads exceeding five kilowatts (as defined above)
- nursing homes and hospitals, excluding residential sections
- boarding schools and educational institutions, excluding residential sections
- motels, hotels, serviced apartments and any form of accommodation used to house temporary residents for periods of less than one month at caravan parks or other temporary accommodation sites
- shops, offices, warehouses, factories, professional rooms
- social or sporting club facilities not used for domestic accommodation.

In addition, certain Business plans have additional eligibility criteria. These are outlined in the following table:

Plan	Additional eligibility criteria
Business Demand	Must have a smart meter installed. On installation of a smart meter you can opt-in to this plan.
Business Incentive (Time-of-use)	Must have a meter capable of reading Time-of-use. This can be a Type 5 interval meter or a Type 4 smart meter. New business premises and premises opting in to receive a smart meter default to this plan. Existing premises default to this plan 12 months after installation of a Type 4 smart meter.
Business	Not available to new connections on or after 1 January 2018. If a smart meter is installed as a result of a faulty meter or meter family failure, you can stay on the Business plan for 12 months. At the end of the 12-month period you will be moved to the Business Incentive Time-of-use plan or you can opt out to the Business Demand plan.
Low Voltage Time-of-use Demand and High Voltage Time-of-use Demand	Available to all low voltage customers with a Time-of-use meter or smart meter. The high voltage Time-of-use demand charge may be available to consumers taking supply at a nominal voltage not less than 11 000 volts.
Streetlighting	Applicable to the night-time lighting of streets and public ways and places.

Payment assistance

ActewAGL offers a range of flexible payment options. If you would like information on these, or to see if you are eligible for hardship assistance through the ActewAGL Staying Connected Program, call us on **13 14 93**. If ActewAGL is unable to assist, you may also apply to the ACT Civil and Administrative Tribunal (ACAT) by calling **02 6207 7740**.

Other information

The electricity prices in this schedule are regulated by the Independent Competition and Regulatory Commission (ICRC). These prices are consistent with the ICRC's pricing decision for small customers on a Standard Retail Contract for the 2021-22 financial year.

OTHER INFORMATION AND FEES

The following section applies to customers on either Residential or Business plans.

From time-to-time, you might be charged extra fees and charges. These vary depending on your contract type. If a government, regulator, network distributor or a metering service provider applies, varies or introduces a fee, charge or tax, we may pass through all or part of this varied or new fee, charge or tax to you.

	GST exclusive	GST inclusive
Service charges		
1. Visit to re-energise or de-energise a premises		
• Business hours re-energise	81.92	90.11
• After hours re-energise	102.27	112.50
• de-energise (not for late payment)	81.92	90.11
2. Special meter read (including moving in and moving out of your supply address)	35.44	38.98
3. Check read deposit (refunded if the original reading was incorrect)	35.44	38.98
4. Attendance (debt collection) first visit in a 12-month period (in business hours)	59.09	65.00
5. Attendance (debt collection) within a year of a previous visit (in business hours)	77.27	85.00
6. De-energise a premises for non-payment	163.83	180.21
7. Manual reading service fee per read for smart meters (fee per read)	105.00	115.50
8. Wasted site visit	102.00	112.20
9. Establish supply	135.16	148.68
Administration charges		
10. Late payment fee*	15.00	15.00
11. Dishonoured cheque fee*	5.00	5.00
12. Card reversal fee*	30.00	30.00
13. Direct debit reject fee*	1.15	1.15
14. Cheque refund fee – personal cheque	0.40	0.44
15. Cheque refund fee – bank cheque	15.00	16.50
16. Payment processing fee (% of payment made by debit or credit card)	0.41%	0.45%

* GST not applicable

Note: Distributor fees not listed above will be on-charged by the distributor. Complex jobs may require a quotation from the distributor.

Metering

Smart meter is defined as a digital electricity meter which meets the Type 4 minimum services specification in the Regulatory Requirements.

If the telecommunications network connection function is deactivated on the meter (i.e it is a Type 4A meter) an additional smart meter manual reading service fee will apply.

Additional charges for the cost of repairs, alterations and upgrades to the meter board and/or metering installation that are required by our metering service provider before your existing meter can be replaced by a smart meter may be charged.

Meter readings (other than readings taken to final an account or terminate supply) shall be taken to the nearest 10kWh. The billing period for the purpose of determining the maximum demand charge shall be in any calendar month or part thereof where a customer changes their retail supplier.

Reference price comparison

What do these regulated prices for standard contracts mean for the average customer?

Since 1 October 2021 electricity retailers in the ACT have been required to inform some customers about how their electricity rates compare to a reference price. The reference price is based on the annual usage of an average customer. An average residential or small business customer is someone in a particular distribution area who uses the average annual household/small business consumption determined by the ACT Government. Where an energy plan includes different components (i.e. controlled load and time of use), the ACT Government has specified how the average annual usage should be split between these components.

Keep in mind that the figures in this section are based on the usage patterns of an 'average customer'. Your electricity costs may be significantly different depending on your own actual usage.

Comparison of ActewAGL standard contract prices and the reference price – Evoenergy (ACT) region

Tariff type	Average annual usage (kWh)	Annual cost based on average usage (incl. GST)	Comparison to reference price
Home	6,100	\$2,090	Equal to
Home with controlled load 1	8,800	\$2,572	2% less
Home with controlled load 1 & 2	8,800	\$2,629	Equal to
Home TOU	6,100	\$2,090	Equal to
Home TOU with controlled load 1	8,800	\$2,572	2% less
Home TOU with controlled load 1 & 2	8,800	\$2,629	Equal to
Home Saver	6,100	\$2,090	Equal to
Home Saver Plus	6,100	\$2,090	Equal to
Business	20,000	\$7,520	Equal to

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ACT natural gas prices

**Schedule of charges from
1 July 2021.**

ACT natural gas prices

Schedule of charges from 1 July 2021.

Prices explained

Depending on the gas plan you choose, you will see a combination of the following charges as applicable.

Supply charge	A fixed price per day charge for the supply of gas to your premises.
Usage charge	A price per unit of usage (measured in megajoules (MJ)) for the amount of gas you consume at your premises.

ACT RESIDENTIAL PRICES

Plan	Unit	GST exclusive	GST inclusive
Home			
Supply charge	¢/day	76.0000	83.6000
Usage rates:			
• First 41.0959MJ/day	¢/MJ	3.5700	3.9270
• Next 442.1918MJ/day	¢/MJ	3.0300	3.3330
• Next 1489.3151MJ/day	¢/MJ	2.8000	3.0800
• Thereafter	¢/MJ	2.6000	2.8600

INDUSTRIAL AND COMMERCIAL PRICES

Plan	Unit	GST exclusive	GST inclusive
Business			
Supply charge	¢/day	147.0000	161.7000
Usage rates:			
• First 41.0959MJ/day	¢/MJ	2.9900	3.2890
• Next 442.1918MJ/day	¢/MJ	2.7300	3.0030
• Next 1489.3151MJ/day	¢/MJ	2.7000	2.9700
• Thereafter	¢/MJ	2.6500	2.9150

MISCELLANEOUS FEES AND CHARGES

ACT REGION	GST exclusive	GST inclusive
Service charges		
1. Special meter read	10.30	11.33
2. Reconnection fee – residential	46.35	50.99
3. Reconnection fee – business	56.65	62.32
4. Disconnection fee – residential	133.90	147.29
5. Disconnection fee – business	185.40	203.94
6. Decommissioning and meter removal – residential	690.10	759.11
7. Decommissioning and meter removal – business	1266.90	1393.59
8. Network request for service – residential (charge per hour)	103.00	113.30
9. Network request for service – business (charge per hour)	103.00	113.30
10. Attendance (debt collection) first visit in a 12-month period (in business hours)	59.09	65.00
11. Attendance (debt collection) within a year of a previous visit (in business hours)	77.27	85.00
Administration charges		
12. Late payment fee*	15.00	15.00
13. Dishonoured cheque fee*	5.00	5.00
14. Card reversal fee*	30.00	30.00
15. Direct debit reject fee*	1.15	1.15
16. Cheque refund fee – personal cheque	0.40	0.44
17. Cheque refund fee – bank cheque	15.00	16.50
18. Payment processing fee (% of payment made by debit or credit card)	0.41%	0.45%
Service application fee		
19. Residential	268.18	295.00
20. Business	995.45	1095.00

*GST not applicable

Note: Distributor fees not listed above will be on-charged by the distributor. Complex jobs may require a quotation from the distributor.

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