



Join the change

AGL VPP Services Agreement



Please read this Agreement carefully as it sets out the Terms and Conditions of the Virtual Power Plant (**VPP**) Services, including services you would provide to us (such as granting us control over your battery) and services we offer to provide to you (relating to how we operate our VPP).

We (or a related entity) must be your electricity retailer for you to be part of our VPP. The terms of this Agreement are “Ancillary Product terms and conditions”, meaning it forms part of your AGL Electricity Supply Contract.

Here are some key details of this Agreement:

Agreement Details							
Customer (“You”)	Your details are set out in the Welcome Letter.						
Supply Address	Your Supply Address is stated in the Welcome Letter.						
VPP Offer	This is our offer to provide you with AGL Credits in exchange for the VPP Services provided by you to us.						
VPP Services	This is the right you give us to monitor, control and use your Battery. This includes us modifying your Battery so as to cause it to Charge, Discharge or Hold.						
AGL Credits	<p>The AGL Credits are set out in the Welcome Letter. These credits are applied as partial payment towards your electricity bills under your AGL Electricity Supply Contract and are outside the scope of GST. They may include:</p> <ul style="list-style-type: none">▪ A sign-up or welcome credit which you receive on your first electricity bill after entering this Agreement;▪ Ongoing credits which you receive for remaining on the AGL VPP; and▪ Event Credits which you receive for us modifying your battery system so as to cause it to Charge or Discharge.						
VPP Services Term	The VPP Services Term is 12 months from the date set out in clause 1.2 (a), with renewal for successive 12-month periods in accordance with this Agreement.						
Specifications	<p>The table below sets out the compatible combinations of battery systems and inverters for the AGL VPP. A battery system and inverter must be both listed under the same column (A, B or C) to be compatible:</p> <table><tr><th>A LG Home Battery & SolarEdge Inverter</th><th>B Tesla</th><th>C SolarEdge</th></tr><tr><td><ul style="list-style-type: none">▪ Battery Models:<ul style="list-style-type: none">- LG RESU 16H; or- LG RESU 10H.▪ Inverter:<ul style="list-style-type: none">- HD-Wave; or- Genesis; or- StorEdge; or- Energy Hub.</td><td><ul style="list-style-type: none">▪ Models:<ul style="list-style-type: none">- Powerwall 2; or- Powerwall 3.</td><td><ul style="list-style-type: none">▪ Battery Models:<ul style="list-style-type: none">- SolarEdge Energy Bank Battery; or- SolarEdge Home Battery.▪ Inverter:<ul style="list-style-type: none">- HD-Wave; or- Genesis; or- StorEdge; or- Energy Hub.</td></tr></table>	A LG Home Battery & SolarEdge Inverter	B Tesla	C SolarEdge	<ul style="list-style-type: none">▪ Battery Models:<ul style="list-style-type: none">- LG RESU 16H; or- LG RESU 10H.▪ Inverter:<ul style="list-style-type: none">- HD-Wave; or- Genesis; or- StorEdge; or- Energy Hub.	<ul style="list-style-type: none">▪ Models:<ul style="list-style-type: none">- Powerwall 2; or- Powerwall 3.	<ul style="list-style-type: none">▪ Battery Models:<ul style="list-style-type: none">- SolarEdge Energy Bank Battery; or- SolarEdge Home Battery.▪ Inverter:<ul style="list-style-type: none">- HD-Wave; or- Genesis; or- StorEdge; or- Energy Hub.
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Agreement Details	
	<p>Further:</p> <ol style="list-style-type: none"> 1. A dual channel meter is required when a battery has been installed in an AC-coupled configuration, which is a site with one or more pre-existing solar PV system(s). The dual channel meter provides separate metering of solar production, household load, and battery inverter operation and performance, and is required for the solar battery system to be compatible with the AGL VPP. 2. The Supply Address must be on a fixed export limit of equal to or greater than 5kW to be compatible with the AGL VPP. If the Supply Address has a fixed export limit under 5kW, you will not be eligible to join the AGL VPP.
Eligibility Criteria	In addition to the Specifications above, clause 2 of the Agreement lists other Eligibility Criteria for the AGL VPP. That criteria includes passing an Initial AGL VPP Test to confirm that we can orchestrate your battery system.
Privacy and Data	You consent to us accessing and using data relating to your battery system, as set out in clause 11 of the Agreement. Clause 12 explains how we handle your Personal Information and when we may share it with third parties. Further details are available at agl.com.au/privacy-policy .
Ending this Agreement	<p>You or we can end this Agreement for any reason, with 30 days' notice. Clause 9 sets out some other reasons that this Agreement could end.</p> <p>No matter how this Agreement ends – you will not be charged any exit fee. You will also receive any credits which are still owing to you at the end of the Agreement, on a pro-rata basis. In some cases, we will also pay you the credits you would have received if the Agreement continued until the end of your current 12-month VPP Services Term (see clause 9.5).</p>
Service issues	<p>You have rights under Australian Consumer Law if there are certain problems with services we supply to you (for example, if our services are not provided with due care and skill). We also promise to comply with the Consumer Code in relation to this Agreement.</p> <p>Subject to those rights (and any other legal rights that cannot be excluded), clause 13.2 of the Agreement sets out some issues or impacts that we are not responsible for.</p>

1. Commencement of this Agreement

1.1 How this Agreement Starts

- (a) The Agreement commences when you accept the Offer.

1.2 VPP Services Term commencement

- (a) The VPP Services Term commences on the later date of when:
 - (i) your AGL Electricity Supply Contract commences;
 - (ii) you have met the Eligibility Criteria, including your battery passing the Initial AGL VPP Test; and
 - (iii) you accept the Offer.
- (b) The VPP Services Term will be the period specified in the Agreement Details (unless terminated earlier in accordance with this Agreement).

2. Eligibility criteria

2.1 Criteria

- (a) The Eligibility Criteria are that you must:
 - (i) have an Operated Product that passes the Initial AGL VPP Test;
 - (ii) have authority and capacity to enter into this Agreement;
 - (iii) not be participating in another virtual power plant program in relation to the Operated Product;
 - (iv) have a maximum of one Operated Product per Supply Address connected to the AGL VPP;
 - (v) have an Operated Product installed that meets the Specifications;
 - (vi) own or have the right to use the Operated Product;
 - (vii) own or occupy the Supply Address, and 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;
 - (viii) have all necessary approvals, consents or authorities from any owner, residents, owner's corporation or local authorities to enter and perform this Agreement;
 - (ix) have an AGL Electricity Supply Contract in relation to the Supply Address;
 - (x) own or have the right to use the solar photovoltaic system to which the Operated Product is connected at the Supply Address;

- (xi) ensure each Operated Product is properly functioning and maintained and that you are connected to the internet (through a hardwired ethernet connection or Wifi) on a continuous basis (SIM connected 3G, 4G and 5G is not acceptable as a primary method of connectivity);
 - (xii) comply with all Regulatory Requirements in relation to the Supply Address and the Operated Product;
 - (xiii) 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;
 - (xiv) have a Smart Meter installed at the Supply Address, or agree to have one installed;
 - (xv) maintain the maximum backup level of your Operated Product at equal to or less than 20%;
 - (xvi) ensure the settings on your Operated Product enable charging from, and export to, the National Electricity Grid; and
 - (xvii) meet any other criteria that are reasonably specified by us from time to time.
- (b) You do not meet the Eligibility Criteria, and cannot provide VPP Services, if you or any other person living or intending to live at the Supply Address requires life support equipment (as defined under Regulatory Requirements).

2.2 Eligibility Criteria and tax warranty

- (a) You warrant that you meet the Eligibility Criteria (other than the first criteria in clause 2 (a)(i)) and you are responsible for meeting the Eligibility Criteria at all times during the Agreement.
- (b) You warrant to us that
 - (i) you are an individual;
 - (ii) you are not, and will not be during the Agreement, entitled to an ABN as you are not carrying on an enterprise in Australia; and
 - (iii) the supply of VPP Services is wholly of a private and domestic nature (from your perspective).

3. Our obligations

3.1 Consumer Code

- (a) In addition to your rights under Australian Consumer Law, we will comply with the Consumer Code in providing services to you under this Agreement.

3.2 Payment of credits to you

- (a) We or one of our related bodies corporate (acting as our agent) will provide you with the AGL Credits.
- (b) The AGL Credits:
 - (i) are not transferable or redeemable for cash;
 - (ii) may only be applied as part payment of your electricity bills under your AGL Electricity Supply Contract;
 - (iii) are the only amounts payable to you for VPP Services; and
 - (iv) are not payable if you separately receive a discount from us on a solar battery system or solar battery bundle in exchange for VPP Services in respect of the same Operated Product.

3.3 Our Backup Power guarantee

- (a) If your Operated Product has Backup Power, we will not allow the level of energy stored in the Operated Product to drop below the following level as a result of a Discharge in connection with VPP Services:
 - (i) for a Tesla Powerwall 2: 20% of useable energy storage capacity;
 - (ii) for a Tesla Powerwall 3: 20% of useable energy storage capacity;
 - (iii) 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; or
 - (iv) for a Sungrow: 20% of useable energy storage capacity; or
 - (v) for a SolarEdge Home Battery: 20% of useable energy storage capacity.

3.4 Our annual VPP Services limit

- (a) During each VPP Services Term, we will Charge or Discharge a maximum of 250 kWh in aggregate from your Operated Product.

4. Your obligations – Operated Product and Grid Connection Agreement

- (a) You agree to cooperate with us and your manufacturer if a software upgrade to your Operated Product is required for the VPP Services.
- (b) You must not, and must not allow any other person to:
 - (i) control, move, remove, tamper with, disable, displace or damage any Operated Product (including disconnecting its internet connectivity); or
 - (ii) provide you with any services similar to or the same as the VPP Services in relation to the Operated Product,

unless otherwise authorised by us in writing.

- (c) If the Operated Product or Supply Address is sold, leased, sublet, licensed, transferred or assigned to any other person:
 - (i) you must notify the relevant person regarding consents in this Agreement and obtain their consent;
 - (ii) you must notify us immediately; and
 - (iii) we may provide our consent on reasonable terms and conditions, 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 to procure.
- (d) You must immediately notify us if your Grid Connection Agreement is amended or terminated.

5. Impact of VPP Services

5.1 Your enquiries

- (a) You are responsible for making your own enquiries to find out how the VPP Services may impact:
 - (i) any retail electricity supply contract you are a party to;
 - (ii) your Product Warranty;
 - (iii) your Grid Connection Agreement; and
 - (iv) any feed-in tariff you receive.

5.2 Your AGL Electricity Supply Contract

- (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 AGL Electricity Supply Contract; and
 - (ii) a Discharge may impact the amount of electricity generated from your solar photovoltaic system that you have to use from the Operated Product.
- (b) You are responsible for all energy charges under your AGL Electricity Supply Contract associated with the use and operation of the Operated Product.
- (c) Despite any other clause of this Agreement, if the terms and conditions of your AGL Electricity Supply Contract change (including any change to any charge, benefit or tariff), you acknowledge that any benefits, including financial benefits, arising under this Agreement or stated in the Welcome Letter or the Agreement Details or any estimate of system performance or other representations may be impacted.

5.3 Hardware and other battery systems

- (a) You acknowledge 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.
- (b) 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.
- (c) You acknowledge that:
 - (i) AGL cannot accept VPP Services in relation to the Operated Product if there is an existing solar battery at the Supply Address which is already connected to the AGL VPP;
 - (ii) if another solar battery is installed at the Premises (but not connected to the AGL VPP) the provision of VPP Services in relation to the Operated Product could impact that other battery; and
 - (iii) while AGL will use all reasonable endeavours to confine the VPP Services to the Operated Product, it cannot guarantee that the VPP Services will never cause another battery at the Supply Address to Charge or Discharge.

6. Government Credits

- (a) You may be entitled to create or receive Government Credits, including through creating energy productivity value, in connection with the supply of the VPP Services.
- (b) We will own, and you assign, and you consent to the ACP assigning to us, all rights in and title to any such Government Credits that may arise in relation to the VPP Services.
- (c) You confirm that you have not created, or assigned the right to create, any Government Credits for participation in a virtual power plant at your Supply Address 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. We or a third party will pass on the value of Government Credits to you to the extent required by Regulatory Requirements.
- (e) You agree to promptly do all things necessary, including providing any necessary information and signing any further documents, to ensure that this clause is effective.

7. Additional services

- (a) We may offer to add additional services (including adding additional Operated Products to this Agreement) by prior written notice 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 Additional Services as 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 for AGL Credits) in the Welcome Letter or the Agreement Details, will be varied upon your signing of that notice.

8. Changing this Agreement

8.1 Changing the Agreement by notice to you

- (a) We may immediately vary this Agreement by written notice:
 - (i) as necessary to accommodate any change in any Regulatory Requirements;
 - (ii) to make a change that you have requested or expressly consented to;
 - (iii) to make an administrative or typographical change;
 - (iv) to make the terms of this Agreement more favourable to you;
 - (v) if we can demonstrate that due to a change in Regulatory Requirements a cost associated with the supply of services under this Agreement has increased after the commencement of the VPP Services Term – to decrease the value of the AGL Credits by a reasonable corresponding amount, and any such variation will be deemed to be incorporated into this Agreement.

8.2 Changing the Agreement with your agreement

- (a) We may also request to vary this Agreement by written notice to you, in circumstances other than those set out in clause 8.1.
- (b) Upon receipt of the notice, you can either:
 - (i) accept the proposed variation and this Agreement will continue with the variation; or
 - (ii) opt not to accept the variation and terminate the Agreement in accordance with clause 9.2.

9. Ending this Agreement

9.1 Termination by us

- (a) We may terminate this Agreement by giving you at least 30 days' notice:
 - (i) if your Grid Connection Agreement is terminated;
 - (ii) after the commencement of the VPP Services Term, if we determine acting reasonably that it is not technically or operationally feasible or commercially viable to supply the services under this Agreement;
 - (iii) if we become aware that the property located at the Supply Address to which the VPP Services apply has been sold, leased, sublet, licensed, transferred or assigned;

- (iv) if you no longer meet the Eligibility Criteria; or
- (v) for convenience.

9.2 Termination by you

- (a) In addition to any other rights you have at law, you may terminate this Agreement by giving us at least 30 days' notice:
 - (i) stating that you opt not to accept a variation to the Agreement we have requested under clause 8.2(a);
 - (ii) if we give you notice that we are assigning, transferring or novating this Agreement under clause 16 and you advise us within 14 days of such notice that you do not consent to the assignment, transfer or novation; or
 - (iii) for convenience.

9.3 Termination for breach

- (a) Either party may terminate this Agreement by giving the other party at least 30 days' notice if the 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 following are material breaches of this Agreement:
 - (i) your Operated Product is not connected to the internet or properly functioning, and you do not rectify the connectivity or functionality after being made aware of this by us;
 - (ii) a breach of any of your obligations under clause 4 (Obligations relating to Operated Product) or 10 (Electricity Distributor and consents), including any failure by you to ensure the Operated Product is connected to the internet and functioning properly (after being made aware of the issue by us);
 - (iii) a fraudulent or grossly negligent act in relation to this Agreement by us or you; or
 - (iv) a breach of any of our obligations under clause 3.

9.4 Termination and renewal of VPP Services Term

- (a) This Agreement will terminate at the end of a 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 term.

- (b) If neither party provides a termination notice under clause 9.4(a), this Agreement will automatically renew for successive 12-month terms.

9.5 Paying out your AGL Credits on termination

- (a) If this Agreement is terminated:
 - (i) by us for your breach or because you no longer meet the Eligibility Criteria;
 - (ii) by either party at the end of a VPP Services Term; or
 - (iii) by you for convenience,

then you will be paid the AGL Credits that have accrued up to the date of termination (on a pro-rata basis), but you will not be entitled to receive any other AGL Credits.

- (b) If this Agreement is terminated:
 - (i) by you for our breach; or
 - (ii) by us for any reason not mentioned in clause 9.5(a),

then we will pay you the AGL Credits that have accrued up to the date of termination and any additional AGL Credits that would have accrued during the remainder of your then-current VPP Services Term.

9.6 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.

10. Electricity distributor and consents

- (a) If we ask, you agree to appoint us as your representative to deal with your Distributor, government agency, electricity retail, Clean Energy Regulatory 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) arrange your electricity Distributor's terms and conditions, including any variation of such terms and conditions, subject to your acceptance;
 - (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.

- (b) You may withdraw the authorisation under clause 10(a) by notifying us in writing, but this may delay or disrupt our provision of services under this Agreement and we may terminate or suspend the supply of any services that are affected by the loss of such authorisation.

11. Data

- (a) You consent to the transmission of the Data to us.
- (b) To the extent the Data includes your Personal Information, clause 12 of this Agreement applies to our access to, use of and sharing of that Data.
- (c) To the extent the Data does not include (and would not in any way reveal) any of your Personal Information, you consent to:
 - (i) our access to and use of the Data for any purpose we see fit (subject to applicable laws);
 - (ii) 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 the AGL VPP;
 - (iii) us and our Related Bodies Corporate using your Data for internal assessments, developing new products and services and marketing activities for existing or new products and services;
 - (iv) the above consents for us to use Data continuing even if we or any of our Related Bodies Corporate cease to be your electricity retailer for your Supply Address;
 - (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; and
 - (vi) where permitted by Regulatory Requirements - for us to access and use information that is recorded prior to the date that you accept the Offer.
- (d) You may withdraw the consents contained in this clause 11 at any time by notifying us, but doing so may prevent us from providing you with the services and may impact the functionality of the Operated Product and VPP Services (and by withdrawing consent you agree that we may suspend or terminate the supply of any services under this Agreement that are affected by the loss of such consent).
- (e) This clause 11 survives termination or expiry of this Agreement.

12. Privacy

- (a) We may collect, use, disclose and store your Personal Information for the purpose of providing you with services under this Agreement. For example, we may disclose Personal Information obtained in accordance with this Agreement to manufacturers or suppliers of the Operated Product for the purpose of orchestrating the Operated Product.
- (b) We may otherwise collect, use and disclose your Personal Information in accordance with our privacy policy and credit reporting policy, which is available at: **agl.com.au/privacy-policy**, 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.

13. Liability

13.1 Your consumer law rights

- (a) Despite anything to the contrary in this Agreement, to the extent that you receive 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 that cannot be excluded, restricted or modified by agreement (including a consumer guarantee right that the services we provide to you will be fit for the purpose disclosed and carried out by us with due care and skill).
- (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.

13.2 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) Subject to your rights under Australian Consumer Law, to the extent permitted by law, you and we are not liable for any loss, harm, damage, cost, expense (including legal fees) or third party claims, which the other party suffers, incurs or is 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 or other impacts referred to in clause 5;
 - (v) the Operated Product, any other Operated Product on the Supply Address, or any electricity charges payable by you under your AGL Electricity Sale Contract or to another retailer or your distributor, except that this clause does not exclude our liability to you for loss, harm, damage, cost, expense or claims you suffer or incur as a result of our negligence (subject to the exclusion in clause 13.2(c) below).
- (c) To the extent permitted by law and despite any other clause in this Agreement, you and we are not liable for special, indirect or consequential loss or damage including, without limitation, loss of contract, loss of profit or revenue or loss of opportunity.

14. 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.

15. Events outside control

- (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 (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 providing a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable.

16. Assignment

- (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) that assignment, transfer or novation forms part of the transfer of all or a substantial part of our battery or solar energy or VPP 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.

17. 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).

18. 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 agl.com.au, or is available on request.

- (c) We will inform you of the outcome of your complaint. If you are not satisfied with our response to your complaint, you may refer your complaint to the energy ombudsman in the State in which your Supply Address is located.

19. Waiver

- (a) 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.

20. Severability

- (a) 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.

21. Applicable law

- (a) 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.

22. Defined terms and interpretation

In this Agreement:

ACP means an Accredited Certificate Provider under the NSW Peak Demand Reduction Scheme, which includes MAC Energy Efficiency Group Pty Ltd ABN 95 612 163 783 trading as MAC Trade Services.

AGL means AGL Energy Services Pty Limited ABN 57 074 821 720, and “**us**”, “**our**” and “**we**” have corresponding meanings.

AGL Credits has the meaning given in the Agreement Details.

AGL VPP means the virtual power plant system that enables AGL to coordinate the activity of battery systems.

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

Agreement Details means the information set out in the table of that name at the front of this Agreement.

AGL Electricity Supply Contract means the electricity retail contract between us or one of our Related Bodies Corporate and you for the supply of electricity to you at the Supply Address.

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.

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.

CEC means the Clean Energy Council.

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

Consumer Code means the New Energy Tech Consumer Code administered by the CEC, as amended from time to time and subject to any exemptions approved or published by the CEC.

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 services under this Agreement, including your energy usage.

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 multi-media 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 2 of this Agreement that you must meet for this Agreement to be effective.

Government Credit means all rights, value, benefits, credits and certificates of any kind which derive from the provision or acceptance of VPP Services under a clean energy, energy productivity or carbon reduction government or regulatory program, including an incentive payment associated with or from REPs and PRCs.

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 AGL VPP Test means an initial check conducted by us to confirm that we can orchestrate the Operated Product.

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.

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

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

PRCs means certificates created by Accredited Certificate Providers under the New South Wales Peak Demand Reduction Scheme (PDRS), from activities that reduce peak electricity demand.

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

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).

REPS means units (measured in gigajoules) from the Retailer Energy Productivity Scheme in effect in South Australia and other states from time to time. AGL's Virtual Power Plant is an approved activity under the South Australian Government's Retailer Energy Productivity Scheme (REPS). The Scheme provides incentives for households and businesses to save energy and may enable AGL to increase the AGL Credits or payments to you. The VPP Services Credit or payment is subject to eligibility criteria. For more information including the information statement go to AGL's REPS website (reps.agl.com.au/residential/virtual-power-plant).

Smart Meter means a remotely read, digital interval billing meter that measures electricity consumption in a home.

Specifications means a solar battery system and compatible inverter 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 services under this Agreement are or are to be supplied or performed by us.

VPP Offer means the made by us to you via telephone or other method to provide you with services on the terms and conditions set out in this Agreement and as an ancillary product to your AGL Electricity Supply Contract.

VPP Services means the right granted by you for us to monitor, control and use the Operated Product(s). It includes our modifying the Operated Product(s)'s settings, including so as to cause the Operated Product(s) to Charge, Discharge or Hold.

VPP Services Term has the meaning given in the Contract Specifics.

Welcome Letter means the letter or email sent to you by us specifying the VPP Services.

You means the person who enters into this Agreement with us, and “**you**” and “**your**” have corresponding meanings.

22.1 Interpreting this Agreement

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; and
 - (ii) commences on a given day, or the day of an act or event, is to be calculated inclusive of that day.
- (i) 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
- (j) 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) your history with us and our Related Bodies Corporate, including your conduct under this Agreement, your AGL Electricity Supply 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 AGL Electricity Supply 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).