Introduction

The Energy Plan Details, the EnergyAustralia Market Retail Contract Terms and Conditions (**Market Retail Contract**), along with these EV Night Boost Terms and Conditions (which supplement and amend the Market Retail Contract), contain the full terms and conditions that apply to your EV Night Boost Plan with us (the **EV Night Boost Contract**).

If there is any inconsistency between these documents, the order of precedence will be as follows (with the document higher in the order taking precedence to the extent of any inconsistency):

- these EV Night Boost Terms and Conditions;
- the Energy Plan Details; and
- the Market Retail Contract.

You should read and understand the EV Night Boost Contract. If you have any questions about the EV Night Boost Contract, please get in contact by visiting **home.energyaustralia.com.au/contact-us**.

If you have an eligible solar system, we may pay you feed-in tariffs for electricity generated by your system which is exported to the grid. Our **New South Wales Feed-In Terms and Conditions for NSW** will apply to any such feed-in tariff(s). This New South Wales Feed-In Terms and Conditions is separate to the EV Night Boost Contract.

1. KEY TERMS

Before agreeing to the EV Night Boost Contract, you should read the full set of terms and conditions, and particularly the following key terms:

a. Key terms in these EV Night Boost Terms and Conditions: we may terminate the EV Night Boost Contract immediately where you have breached a material term of the EV Night Boost Contract, we have notified you of such breach, and you have not rectified the breach within 14 days of receipt of our written notice to you. We may also terminate the EV Night Boost Contract where you no longer satisfy any one or more of the Eligibility Criteria, or otherwise at any time by giving you at least 30 days' notice. See clause 8.1 (Our termination rights).

b. Key Terms in the other EV Night Boost Contract documents: the other documents that form part of the EV Night Boost Contract may contain key terms at the beginning of each of those documents. These may include terms relating to changes to your tariffs and charges, how we may amend your contract, our liability to you and when we may disconnect your electricity supply.

2. CONTRACT TERM

2.1 When does your EV Night Boost Contract start and end?

a. The EV Night Boost Contract will commence one day after we send a copy of the Welcome Pack to you, which includes your Energy Plan Details, in accordance with Energy Laws (the "**Contract Start Date**").

b. Unless the EV Night Boost Contract is terminated in accordance with its terms the EV Night Boost Contract will continue unless we notify you otherwise (the "**Contract End Date**").

2.2 Your EV Night Boost Contract Term

The EV Night Boost Contract term commences on the Contract Start Date and ends on the Contract End Date (the "**Contract Term**").

3. COOLING-OFF

3.1 When can you cool off?

You will have a 10 Business Day Cooling-Off Period from the day after you receive your Welcome Pack ("**Cooling-Off Period**"). You can cancel the EV Night Boost Contract within the Cooling-Off Period by completing the form enclosed in the Welcome Pack and returning it to us at the address listed, or by contacting us on the phone number provided.

3.2 What happens if you cancel during the Cooling-Off Period?

a. Without limiting the terms of the Market Retail Contract, if you cancel during the Cooling-Off Period, or if you do not complete the initial sign-up journey in a manner that enables you to meet the Eligibility Criteria (for example if you do not set up a direct debit with a credit card or debit card on your account), then this contract will end immediately and (subject to Energy Laws) we will transfer you back to your previous retailer, the plan you were on with us prior to entering into the EV Night Boost Contract or, if neither of these options are reasonably possible, we will terminate the EV Night Boost Contract and you will be transferred to either our standing offer or the standing offer of the retailer financially responsible for your premises in accordance with Energy Laws.

4. ELIGIBILITY CRITERIA

4.1 Eligibility Criteria

a. Your eligibility to participate in the Plan under the EV Night Boost Contract is subject to you meeting each of the following criteria both at the Contract Start Date, and during the Contract Term:

   i. you must remain a residential electricity customer of ours at the Premises, located within an Electricity Distribution Zone in NSW;

   ii. you must have a market exposed remotely read smart meter;

   iii. you must either:

      A. own an Electric Vehicle which is registered in your name (or the name of another person residing at your Premises), and which is registered to the same address as the Premises; or

      B. have an Electric Vehicle which is registered to a business that is linked to you (or another person residing at your Premises) and this Electric Vehicle is ordinarily stored at your Premises.

   iv. neither you, nor any other person, requires "life support equipment" (as defined in the Energy Laws) at the Premises;

   v. your Premises is not part of an embedded network;

   vi. you are a residential, and not a business, customer;

   vii. you must not be experiencing "hardship" (as defined in our **Hardship Policy**);

   viii. you are not in violation of any restrictions specified in the Market Retail Contract;

   ix. you comply with all laws, licenses, subordinate legislation, codes, guidelines standards and licence terms applicable to the supply of services to you at the Premises;

   x. you do not withdraw your consent to our use of Data in accordance with clause 7;

   xi. you have access to SMS and email necessary to receive notifications from us and you consent to receiving notifications relating to the Plan which do not include an unsubscribe facility;

   xii. you have eBilling and eCorrespondence enabled for your account;

xiii. you have direct debit from a Mastercard or Visa credit card or debit card enabled for your account; and

xiv. as part of this Plan you will be moved onto a Time of Use energy tariff. You must remain on this tariff for the duration of this Plan unless we tell you otherwise (and we may only do so in accordance with Energy Laws).

b. You acknowledge that we may be entitled to arrange for the disconnection of your Premises under the Market Retail Contract, which enables us to disconnect your energy supply in certain circumstances provided we have complied with all Energy Laws and the provisions of our Market Retail Contract (for example, where you have not made payments that are owed to us under this EV Night Boost Contract). You acknowledge that instead of disconnecting you, we may, acting reasonably, give you notice that you are no longer eligible for the Plan and will be deemed not to have met the Eligibility Criteria under the EV Night Boost Contract. If we do this, we will then take one of the actions set out in clause 4.2.

4.2 What happens if you do not meet the Eligibility Criteria?

a. If you do not meet the Eligibility Criteria at any time during the Contract Term, we may terminate the EV Night Boost Contract in accordance with clause 8.1 or move you onto another of our retail plans in accordance with clauses 4.2(b) and 4.2(c).

b. Without limiting the Market Retail Contract, if you do not meet the Eligibility Criteria at the Contract Start Date or during the Contract Term, we may contact you to notify you of what options you have. The notice may include an offer to amend your contract with us by transferring you to one of our generally available plans or one of our reasonably comparable plans which will detail the terms and conditions of the offer (including any Benefits, tariffs and charges that will apply).

c. If you do not accept the offer during the notice period or reject the offer, then the provisions of the Market Retail Contract will apply. This may result in you being transferred to our Standard Retail Contract and standing offer prices under a deemed contract.

5. INFORMATION ABOUT YOUR PLAN

5.1 Network Tariff Reassignment

From time to time during the Contract Term, we may make changes to the underlying tariff structure assigned by the distributor to the Premises. You may not be able to return to your previous network tariff but instead you will be placed on a different tariff.

5.2 GreenPower

We make our GreenPower Product available for some customers who have an energy plan under a market retail contract with us. However, you are not eligible to take up our GreenPower Product while you are on your EV Night Boost Plan under this EV Night Boost Contract.

6. PRIVACY

a. Subject to the Privacy Act Notice included in the Market Retail Contract and the EnergyAustralia **Privacy Policy**, you consent to us, contacting you about participating in feedback surveys, studies and/or research projects. We may also contact you about participating in an in-depth insights session with other residential electricity customers of ours or providing testimonials of your experience for marketing purposes.

b. You consent to us using, collecting, disclosing and transferring your Personal Information and sending you information in accordance with our Privacy Policy, available at **energyaustralia.com.au/privacy**, as amended from time to time. This may include using your Personal Information in order to sell, deliver and market energy to you and for our internal

analysis purposes. We may also provide you with information on other products and services available to our customers. Personal Information is shared within our group of companies and disclosed to other service providers, including credit reporting bureaus and third parties providing services to us, to the extent required to undertake these activities. Some of those companies and service providers may be located overseas. For further information, please see the "How do we use your information?" section of our Privacy Policy.

c. By entering into the EV Night Boost Contract you also authorise your distributor to release to us previous energy usage data for your Premises.

7. USE OF DATA

In the course of providing this Plan to you we may capture, create or generate Data (and intellectual property in that Data) which will be owned by us.

a. Subject to our obligations at law (including under the *Privacy Act 1988 (Cth)*), you consent to:
   i. the transmission of the Data to us; and
   ii. our access, use and disclosure of the Data for any purpose including (but not limited to) allowing us to improve our products and services, to comply with our regulatory obligations and to undertake analytics (whether or not you remain on the Plan and whether or not you remain an electricity customer of ours).

b. If you are permitted at law to withdraw your consent to the matters specified in clause 7(a), and you notify us that you would like to do so, we may no longer be able to provide the Plan to you. In the event that we are no longer able to provide the Plan to you under this clause 7(b), we will notify you that you are no longer eligible for the Plan and clause 4.2 will apply.

c. Nothing in this clause 7:
   i. limits our obligations under the *Privacy Act 1988 (Cth)*; or
   ii. our or your rights under the Market Retail Contract or the New South Wales Feed-In Terms and Conditions.

8. TERMINATION

8.1 Our termination rights

We may terminate the EV Night Boost Contract:

a. in accordance with the Market Retail Contract; or

b. immediately where you have breached a material term of the EV Night Boost Contract and have not rectified that breach within 14 days of receipt of a written notice from us; by:
   i. giving you 14 days written notice where it is reasonably practicable to do so; or
   ii. immediately where it is not reasonably practicable to give you notice (for example, if you become a life support customer), where you no longer satisfy any one or more of the Eligibility Criteria under clause 4.1; or

c. for any reason, provided we give you at least 30 days prior written notice of our intention to terminate the EV Night Boost Contract.

8.2 Your termination rights

You may terminate the EV Night Boost Contract:

a. in accordance with the Market Retail Contract; or

b. for any reason, provided you give us at least 30 days prior written notice of your intention to terminate the EV Night Boost Contract.

8.3 What happens if your EV Night Boost Contract is terminated?

If the EV Night Boost Contract is terminated, the provisions of the Market Retail Contract will apply including in relation to us arranging final meter readings for your Plan or transferring you to our standing offer if you continue to receive supply from us.

9. CONCESSIONS, REBATES AND LIFE SUPPORT

You may be eligible for a government concession or rebate in relation to your energy bills; for example, if you're a pensioner, on a low income, someone living in your home requires certain life support medical equipment, or you hold a relevant Pensioner Concession Card, Veterans Affairs Gold Card or a Centrelink Health Care Card. You can find further information about government concessions and rebates on our website. However, please note that if someone living in your home requires the supply of energy for "life support equipment" (as defined in the Energy Laws), you will no longer be eligible for this Plan and will notify you of your options. In such circumstances, we may need to terminate your Contract or transfer you to one of our other plans in accordance with clause 4.2.

10. DISPUTE RESOLUTION AND COMPLAINTS

a. In the event of a dispute or complaint regarding the EV Night Boost Contract or marketing activity, please contact us on **1800 108 633** or **solar.battery.enquiries@energyaustralia.com.au**.

b. You may also (including if you are dissatisfied with our response):

   i. refer the matter to the Energy & Water Ombudsman NSW (EWON) on **1800 246 545**; or

   ii. access an external dispute resolution scheme (where applicable) or take a complaint to a government regulator.

11. DEFINITIONS AND INTERPRETATION

11.1 Interpretation

a. These EV Night Boost Terms and Conditions supplement and vary the Market Retail Contract in the manner set out in these EV Night Boost Terms and Conditions.

b. The interpretation provisions set out in the Market Retail Contract apply to the EV Night Boost Contract, other than as expressly set out in these EV Night Boost Terms and Conditions.

c. References to clauses in these EV Night Boost Terms and Conditions refer to clauses in this document, unless we have expressly stated otherwise.

d. A document is deemed to be sent by us and received by you:

   i. if posted, 2 Business Days after the date of posting to you whether delivered or not; or

   ii. if sent by email, on the date and time at which it enters your information system (as shown in a confirmation of delivery report from our information system, which indicates that the email was sent to the email address you have provided to us).

11.2 Definitions

The following definitions apply in these EV Night Boost Terms and Conditions:

a. **Australian Consumer Law (ACL)** means the Australian Consumer Law set out in schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

b. **EV Night Boost Contract** means the EV Night Boost Contract between you and us, which is made up of your Energy Plan Details, these EV Night Boost Terms and Conditions, and the Market Retail Contract.

c. **Business Day** means a day other than a Saturday or Sunday when the banks in Melbourne are open for business.

d. **Contract End Date** has the meaning given in clause 2.1(b).

e. **Contract Start Date** has the meaning given in clause 2.1(a).

f. **Contract Term** has the meaning given in clause 2.2.

g. **Cooling-Off Period** has the meaning given in clause 3.1.

h. **Data** means any data or information collected, captured, generated or processed in relation to the Plan and includes (but isn't limited to) your generation and consumption of energy, your net export of electricity, and other data that may be transmitted to us in connection with the Plan.

i. **Electricity Distribution Zone** means the area in which a licensed distribution company is licensed to distribute electricity.

j. **Electric Vehicle** means a legally registered and road certified vehicle which is capable of operating on energy stored in its rechargeable batteries that are recharged by common electricity.

k. **Eligibility Criteria** means the criteria set out in clause 4.1.

l. **Energy Laws** means the rules that apply to our sale of energy to you, including, without limitation, the National Energy Retail Rules.

m. **Energy Plan Details** means the part of your Welcome Pack that we send to you after you agree to sign up for the EV Night Boost Contract, which includes the details of your Plan.

n. **GreenPower Product** means a product we offer to customers where we agree to purchase and surrender GreenPower accredited electricity in the form of large-scale generation certificates equivalent to a nominated percentage of a customer's electricity use.

o. **Market Retail Contract** means the EnergyAustralia Market Retail Contract Terms and Conditions.

p. **Personal Information** has the meaning given in the *Privacy Act 1988 (Cth)*.

q. **Plan** means the EV Night Boost Plan, described in your Energy Plan Details.

r. **Premises** means the premises listed in your Energy Plan Details, where energy will be supplied to you under the EV Night Boost Contract.

s. **SMS** means short message service via electronic text message.

t. "**we**" and "**our**" and "**us**" means EnergyAustralia Pty Ltd.

u. **Welcome Pack** means the document which we send to you after you agree to sign up for the EV Night Boost Contract, and which includes your Energy Plan Details, EV Night Boost Terms and Conditions, and Market Retail Contract.

v. "**you**" and "**your**" means the customer specified on your Energy Plan Details.

Effective July 2026.
EnergyAustralia Pty Ltd. ABN 99 086 014 968.

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