Introduction

The Energy Plan Details, the EnergyAustralia Market Retail Contract Terms and Conditions (**Market Retail Contract**), the **South Australia Feed-in Tariff Terms and Conditions**, along with these Solar Ease Terms and Conditions (which supplement and amend the Market Retail Contract), contain the full terms and conditions that apply to your Solar Ease Plan with us (the **Solar Ease 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):

- the Solar Ease Terms and Conditions,
- the Energy Plan Details and,
- the Market Retail Contract.

We may also pay you feed-in tariffs for electricity generated by your system which is exported to the grid. Our **South Australia Feed-In Terms and Conditions** will apply to any such feed-in tariff(s). These South Australia Feed-In Terms and Conditions are separate to the Solar Ease Contract.

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

1. KEY TERMS

Before agreeing to the Solar Ease Contract, you should read the full set of terms and conditions, and particularly the following key terms:

a. Key terms in the other Solar Ease Contract documents: the other documents that form part of this Solar Ease 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.

b. Key terms in these Solar Ease Terms and Conditions: we may terminate the Solar Ease Contract immediately where you have breached a material term of this Solar Ease 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 Solar Ease Contract where you no longer satisfy any one or more of the Eligibility Criteria, or otherwise at any time by giving you 20 business days' notice. (see clause 8.1 (Our termination rights)).

2. CONTRACT TERM

2.1 When does your Solar Ease Contract start and end?

a. This Solar Ease Contract will commence one day after we send a copy of the Welcome Pack in accordance with Energy Laws (the "**Contract Start Date**").

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

2.2 Your Solar Ease Contract Term

The Solar Ease 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 this Solar Ease 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 cool off?

a. If you cancel this Solar Ease Contract within the Cooling-Off Period, the **Solar Ease Virtual Power Plant Contract** will automatically co-terminate.

b. Unless you notify us otherwise, and 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 Visa or Mastercard 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 Solar Ease Contract or, if neither of these options are reasonably possible we will terminate the Solar Ease 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 the Energy Laws.

4. ELIGIBILITY CRITERIA

4.1 Eligibility Criteria

a. Your eligibility to participate in the Plan under this Solar Ease Contract is subject to each of the following criteria being met during the Contract Term:

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

   ii. you must have an interval meter at Contract Start Date. We may need to upgrade your interval meter to a market exposed remotely read smart meter (in accordance with clause 5.3). If you are not able to have a market exposed remotely read smart meter installed, then you will cease to be eligible for this plan;

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

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

   v. you are not part of an embedded network;

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

   vii. you meet all eligibility criteria as specified in the South Australia Feed-in Tariff Terms and Conditions

   viii. you meet all eligibility criteria as specified in the **Solar Ease Virtual Power Plant Terms and Conditions**;

   ix. you are not in violation of any restrictions specified in South Australia Feed-In Tariff Terms and Conditions or the Market Retail Contract;

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

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

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

xiii. you have eBilling or eCorrespondence enabled for your account;

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

xv. 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 are 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 the Market Retail Contract (for example, where you have not made payments that are owed to us under this Solar Ease 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 this Solar Ease 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 this Solar Ease Contract in accordance with clause 8.1 or move you onto another market retail plan 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 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 Bill Frequency

You will receive your bills monthly if you have a smart meter however if one is not present (for example prior to a meter upgrade in accordance with clause 5.3) then you will be billed quarterly or after your meter is read.

5.3 Meter exchange

a. If you do not have a market exposed remotely read smart meter as required by clause 4.1(a)(ii), you acknowledge that we will need to upgrade your meter.

b. You acknowledge that:

i. if we need to upgrade the existing electricity meter at the Premises for you to participate in the Solar Ease Plan you will allow us to do so; and

ii. the upgrade of your meter under this clause 5.3 may mean that you are no longer eligible for the same network tariff that you were eligible for prior to the upgrade, and this may affect your electricity rates and eligibility for energy plans in the future.

5.4 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 Solar Ease Plan under this Solar Ease Contract.

6. PRIVACY

6.1 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 this Solar Ease 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 South Australia Feed-In Tariff Terms & Conditions.

8. TERMINATION

8.1 Our termination rights

We may terminate this Solar Ease Contract:

a. in accordance with the Market Retail Contract;

b. immediately where you have breached a material term of this Solar Ease 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 20 business days written notice of our intention to terminate this Solar Ease Contract.

8.2 Your termination rights

You may terminate this Solar Ease Contract:

a. in accordance with the Market Retail Contract; or

b. for any reason, provided you give us at least 20 business days written notice of your intention to terminate this Solar Ease Contract.

8.3 What happens if your Solar Ease Contract is terminated?

If this Solar Ease 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 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 we 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 this Solar Ease 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 SA (EWOSA) on **1800 665 565**; 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 Solar Ease Terms and Conditions supplement and vary the Market Retail Contract in the manner set out in these Solar Ease Terms and Conditions.

b. The interpretation provisions set out in the Market Retail Contract apply other than as expressly set out in these Solar Ease Terms and Conditions.

c. References to clauses in these Solar Ease 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 Solar Ease Terms and Conditions:

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

b. **Commencement Date** means the date that you agree to this Solar Ease Contract with us.

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

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

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

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

g. **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.

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

i. **Eligibility Criteria** means the criteria set out in clause 4.

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

k. **Energy Plan Details** means the part of your Welcome Pack that we send to you after you agree to sign up for the Solar Ease Contract, which includes the details of your Plan.

l. **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.

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

n. **NEM** means the National Electricity Market.

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

p. **Plan** means the plan described in the Energy Plan Details.

q. **Premises** means the premises where energy will be supplied as set out in your Plan.

r. **SA** means South Australia.

s. **Solar Ease Contract** means this Solar Ease Contract between you and us, which is made up of your Energy Plan Details, these Solar Ease Terms and Conditions, the Market Retail Contract, and (if you have solar) the **South Australia Feed-in Tariff Terms and Conditions**.

t. **Solar Ease Virtual Power Plant Terms and Conditions** means the terms and conditions that apply to the Solar Ease virtual power plant and orchestration of your system.

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

v. **VPP Provider** means any third-party service provider or a supplier of ours that maintains and operates the VPP Platform.

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

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

y. "**you**" and "**your**" means the customer specified on your confirmation letter or on the document titled 'Energy Plan Details'.

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