Solar Home Bundle Terms and Conditions

Your Solar Home Bundle Energy Plan Details (Solar Home Bundle Plan), the EnergyAustralia Market Retail Contract (**Market Retail Contract**) and these Solar Home Bundle Terms and Conditions (which supplement and amend the Market Retail Contract) contain the full terms and conditions that apply to your energy plan when you apply to join our trial Solar Home Bundle Product.

If there is any inconsistency between those documents then 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 Home Bundle Terms and Conditions, the Solar Home Bundle Plan, and then the EnergyAustralia Market Retail Contract.

You will also be required to enter into the System Contract when you apply to join our Solar Home Bundle Product that apply to the System but not to your Solar Home Bundle energy plan. If your application is accepted by us the System Contract will be the terms on which we supply, use, operate and maintain the System while you are on our Solar Home Bundle Product.

1. KEY TERMS

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

a. Key Terms in the other Solar Home Bundle Contract documents: The other documents that form part of this Solar Home Bundle 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. Our Termination Rights: We may terminate this Solar Home Bundle Retail Contract in a range of circumstances including where you have breached a material term of this Solar Home Bundle Retail Contract and where you no longer meet the Eligibility Criteria. A System Exit Fee may apply under your System Contract if a termination of this Solar Home Bundle Retail Contract causes the System Contract to be co-terminated. (See clause 9.1 (Our termination rights)).

2. ACCEPTANCE OF APPLICATIONS, AND TRIAL

2.1 When and how are applications for the Solar Home Bundle Product accepted?

a. You will only be able to join the Solar Home Bundle Plan where you pass certain assessments that are undertaken under and in accordance with the System Contract that applies to the supply of your System for the Solar Home Bundle Product.

b. If you:

   i. pass the assessments referred to in clause 2.1(a); and

   ii. we do not consider you ineligible for the Solar Home Bundle Plan and we accept your application, we will issue you with a Welcome Pack.

2.2 When does your Solar Home Bundle Retail Contract start and end?

a. This Solar Home Bundle Retail 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:

   i. you no longer meet the Eligibility Criteria for the Plan and are removed from it

   ii. we decide to end the Trial and as a result decide to end this Solar Home Bundle Retail Contract with you (which we may or may not do at our discretion), or

iii. the Solar Home Bundle Retail Contract is terminated in accordance with its terms, this Solar Home Bundle Retail Contract will end on the seventh anniversary of the Installation Date of your System under the System Contract (the "**Contract End Date**").

2.3 Your Solar Home Bundle Retail Contract Term

The Solar Home Bundle Retail Contract term commences on the Contract Start Date and ends on the Contract End Date (the "**Contract Term**").

2.4 Trial

You acknowledge and agree that the Solar Home Bundle Plan is offered as a Trial and that we may elect to end the Trial at any time at our sole discretion.

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. You can cancel this Solar Home Bundle Retail Contract within the Cooling-off period by completing the form enclosed with the Welcome Pack and returning it to us at the address listed, or by contacting us on the phone number provided.

3.2 Other cooling-off rights

You may have additional cooling-off rights that apply to the supply of the System in relation to the Solar Home Bundle Product. Refer to the **System Contract** for more information on these rights.

3.3 What happens if you cool off?

a. If you cancel this Solar Home Bundle Retail Contract within the Cooling-off Period the System Contract will automatically co-terminate.

b. Unless you notify us otherwise, 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 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 Home Bundle Retail Contract or, if neither of these options are reasonably possible, we will terminate the Solar Home Bundle Retail 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 AND SUITABILITY

4.1 Eligibility Criteria

a. There are certain requirements that you must meet in order to be eligible to be part of our Solar Home Bundle Product. Some of these requirements apply to your System and are detailed in the System Contract. The eligibility criteria that apply to your Solar Home Bundle Plan throughout the Term are as follows:

   i. you must remain a retail electricity customer of ours at the Premises in an electricity distribution zone in NSW specified by us.

   ii. neither you, nor any other person, can be on life support at the Premises

   iii. you must not be experiencing Hardship (as defined in our **Hardship Policy**)

   iv. you must not be part of an embedded network

   v. you must be a residential, and not a business, customer

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

vii. you must not withdraw your consent to our use of the Data as defined in Clause 8

viii. you must have access to SMS and email that can receive notifications from us and you consent to receiving notifications relating to the Plan which do not include an unsubscribe facility

ix. you meet all eligibility criteria as specified in your System Contract;

x. you must have eBilling or eCorrespondence enabled for your account; and

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

b. You acknowledge that where we are entitled to arrange for the disconnection of your Premises under Disconnection and Reconnection of Supply clause of the EnergyAustralia 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 Disconnection and Reconnection of Supply clause and where you have not made payments that are owed to us under this Solar Home Bundle Retail Contract), we may, instead of disconnecting you, 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 Home Bundle Retail 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 Term, we may terminate this Solar Home Bundle Retail Contract in accordance with clause 9(b) or where permitted by energy laws, and 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 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 and 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. EXIT FEES

There are no exit fees under this Solar Home Bundle Retail Contract if you leave this Plan during the Contract Term. However, if this Solar Home Bundle Retail Contract or the System Contract is terminated by you or by us, the Trial ends (or we elect to end the Trial for you) or you become ineligible for the Plan, you may be required to pay a System Exit Fee under the System Contract. (Refer to the System Contract for more information).

6. INFORMATION ABOUT YOUR PLAN

6.1 General Usage Rate

Subject to clause 6.2:

a. while you are on the Plan you will be on a General Usage Rate as set out in the Energy Plan Details.

b. this General Usage Rate applies to all electricity supplied at the supply address from both the Distributor's network and the System.

6.2 Controlled Load Rate Usage Charge/s

If one or more Controlled Load Rates are specified in your Energy Plan Details, these are separate usage charges that apply to electricity supplied to the supply address as a controlled load from the Distribution Network.

6.3 Bills

Under this Plan, you will be billed based on an actual meter read of the amount of electricity used at your Premises from multiple sources (including electricity drawn from the Distributor's network and, once the System is installed, directly from the solar panels and from the battery) during the billing cycle. The meter read we will use is known as an 'off-market meter read' because it's measuring more than just the energy taken from the Distributor's network. You acknowledge and agree that we may bill you via this method. Before the System has been installed, you will be billed based on the on-market meter read.

6.4 System

After the System is installed there may be times when your System is offline or otherwise unavailable. This will not affect the electricity supply to your premises, it will just mean that the electricity you consume during such periods is drawn from the Distributor's network.

6.5 Meter Exchange

You acknowledge that:

a. we will need to upgrade the existing electricity meter at the Premises for you to participate in the Solar Home Bundle Product; and

b. the upgrade of your meter under clause 6.5(a) 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.

6.6 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 supply address (for example, to reassign the tariff from a flat rate tariff to a time-of-use tariff). You may not be able to return to your previous network tariff but instead you will be placed on a different tariff.

6.7 Feed-in Tariffs

You agree that you are not eligible for a Solar Feed-In arrangement while you are on the Solar Home Bundle Product.

6.8 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 Home Bundle Plan under this Solar Home Bundle Contract.

7. PRIVACY

7.1 Privacy

a. Subject to the Privacy Act Notice included in the EnergyAustralia Market Retail Contract and the EnergyAustralia Privacy Policy, you consent to us, contacting you about participating in feedback surveys, a study and/or research projects. We may also contact you about

participating in an in-depth insights session with other retail 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 our third party billing providers, 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 Home Bundle Retail Contract you also authorise your distributor to release to us previous energy usage data for your Premises.

8. USE OF DATA

a. 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.

b. 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)

c. If you are permitted at law to withdraw your consent to the matters specified in clause 8(b), and you notify us that you would like to do so, we may no longer be able to provide the Plan to you and we may notify you that you are no longer eligible for the Plan.

d. Nothing in this clause 8:

   i. limits our obligations under the *Privacy Act 1988 (Cth)* or our rights under the Market Retail Contract Terms and Conditions; or

   ii. your right to use any data you collect, capture, generate or process in relation to your Energy Generation System.

9. TERMINATION

9.1 Our termination rights

We may terminate this Solar Home Bundle Retail Contract:

a. immediately where you have breached a material term of this Solar Home Bundle Retail Contract and you have not rectified that breach within 14 days from receipt of a written notice from us,

b. 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), if you no longer satisfy one or more of the Eligibility Criteria under clause 4; or

c. upon us providing you with at least 30 days written notice of our intention to terminate this Solar Home Bundle Retail Contract (including for example if we elect to end the Trial and decide not to continue to offer the Plan to you in accordance with clause 2.2).

9.2 Your termination rights

You may terminate this Solar Home Bundle Retail Contract:

a. in accordance with the Market Retail Contract; or

b. for any reason, provided we give you at least 30 days prior written notice of our intention to terminate this Solar Home Bundle Retail Contract.

9.3 What happens if your Solar Home Bundle Retail Contract is terminated?

If this Solar Home Bundle 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.

9.4 Termination of the System Contract

You acknowledge that:

a. where the Solar Home Bundle Retail Contract is terminated for any reason in accordance with this clause 9, the System Contract will automatically co-terminate; and

b. where the System Contract is terminated for any reason, the Solar Home Bundle Retail Contract will automatically co-terminate.

10. 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.

11. DISPUTE RESOLUTION AND COMPLAINTS

a. In the event of a dispute or complaint regarding this Solar Home Bundle Retail 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 to take a complaint to a government regulator.

12. DEFINITIONS AND INTERPRETATION

12.1 Interpretation

a. These Solar Home Bundle terms and conditions supplement and vary the Market Retail Contract in the manner set out in these Solar Home Bundle Terms and Conditions.

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

12.2 Definitions

The following definitions apply in these Solar Home Bundle Terms and Conditions:

a. **Contract End Date** has the meaning given in clause 2.2.

b. **Contract Start Date** has the meaning given in clause 2.2.

c. **Contract Term** has the meaning given in clause 2.3.

d. **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.

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

f. **EnergyAustralia Market Retail Contract** means the market retail contract upon which you are supplied energy to your premises which can be located **here**.

g. **Energy Plan Details** means the schedule accompanying the terms and conditions of your Solar Home Bundle Retail Contract.

h. **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.

i. **Installation Date** means the date on which the System is installed at the Premises, as notified by us to you under the System Contract.

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

k. **Solar Home Bundle Plan** or **Plan** means the Energy Plan Details for the Solar Home Bundle Product.

l. **Solar Home Bundle Product** means the Solar Home Bundle product described in the Application Summary and includes the Solar Home Bundle energy plan under this Solar Home Bundle Retail Contract and the supply and operation of the System under the System Contract.

m. **Solar Home Bundle Retail Contract** means the Solar Home Bundle Terms and Conditions, the Solar Home Bundle Plan and the Market Retail Contract.

n. **System** means the system supplied under the System Contract.

o. **System Contract** means the contract that applies to the supply, use, operation and maintenance of the System while you are on the Solar Home Bundle Product which can be located **here**.

p. **Term** means the period commencing on the Contract Start Date and ending on the Contract End Date.

q. **Trial means** the Solar Home Bundle Plan that is offered to you on a trial basis as described in this Solar Home Bundle Retail Contract.

r. **Welcome Pack** means the welcome pack for the Solar Home Bundle Plan and contains or references the Solar Home Bundle Retail Contract terms.

s. "**we**" and "**our**" and "**us**" means EnergyAustralia Pty Ltd ABN 99 086 014 968.

t. "**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.

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