

# EnergyAustralia Home Services Pty Ltd – Electric Vehicle (EV) Charger Terms and Conditions (Chargefox customers)

## Some key terms to be aware of

This Contract contains a range of rights and obligations you have when using our Charging Service and you should read them fully. Here are some of the key terms you should be aware of:

- **Clause 3:** You must follow all reasonable instructions for using our Charging Services, and must ensure your acts or omissions do not affect the health or safety of any other person.
- **Clause 4:** You must pay us Fees for using our Charging Services, which may include Idle Fees should you not move your EV once it has finished charging.
- **Clause 7:** We may use anonymised Customer Data about your EV for certain purposes, including its use in aggregated, anonymised databases. Any Intellectual Property arising from this Customer Data will belong to us. This does not include your Personal Information.
- **Clause 8:** We warrant our Charging Services will be supplied with due care and skill, and the materials used will be fit for purposes. Besides this, and other Non-Excludable Obligations required by law, we will not be liable to you for other listed faults with the Charging Services.
- **Clause 9.1:** We will be liable to you for our breaches of this Contract, negligent acts or omissions, or Non-Excludable Obligations.
- **Clause 9.2:** Both you and we are liable to each other should either party's breach of this Contract, or negligent acts or omissions, result in damage to any real or personal property (including our EV Chargers), or the death, injury or illness of any person.

## 1. CONTRACT DETAILS

### 1.1 Does this Contract apply to you?

The parties to this **Contract** are:

- a. EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881) (referred to as "**we**", "**our**" or "**us**"); and
- b. You, the customer to whom this Contract applies (referred to as "**you**" or "**your**").

The Contract applies to our provision of Electric Vehicle (EV) Chargers, which are operated by us, and used by you to charge an EV (Charging Services).

### 1.2 What is not covered by this Contract?

You can pay for your use of the Charging Services either by using Chargefox EV Charging App, or where available, using the payment terminal embedded in our EV Chargers. The Fees for use of our Charging Services are set out in clause 4 of this Contract. This Contract does not apply to your use of the Chargefox EV Charging App. Chargefox's Network Terms and Conditions, which apply to use of the Chargefox EV Charging App, are [available on their website](#).

### 1.3 Amending this Contract

We may amend this Contract from time to time. If we amend this Contract, we will publish the new version on this webpage. If you don't agree with any amendments to this Contract, you must stop using the Charging Services.

### 1.4 Entire Agreement

Without limiting your rights at law, including the Australian Consumer Law, this Contract and your acceptance of it forms the entire agreement between us and you in relation to the Charging Services.

## 2. YOUR GENERAL OBLIGATIONS

- 2.1 By using the Charging Services, you agree to be bound by this Contract. As long as you comply with this Contract, we grant you the right to use the Charging Services. If you do not agree with this Contract, you must not use the Charging Services.
- 2.2 To use the Charging Services, you must be at least 16 years of age.
- 2.3 If you use our Charging Services for an EV which does not belong to you, you will bind the owner of the EV to this Contract, and you warrant that you are authorised to bind that person.

## 3. YOUR USE OF THE CHARGING SERVICES

- 3.1 When using the Charging Services, you must follow all reasonable instructions provided by us, from us, from Chargefox via the Chargefox EV Charging App (if using this app), or from the owner of the property on which the EV Chargers are located.
- 3.2 If there are any faults with our EV Chargers, or you experience issues using the Charging Services, please call the Chargefox customer services team at **1300 518 038**. You can also notify us of the fault at [evcharging@energyaustralia.com.au](mailto:evcharging@energyaustralia.com.au)
- 3.3 You must take all reasonable steps to ensure that your acts or omissions in use of the Charging Services do not adversely affect the health and safety of others. This includes, but is not limited to, ensuring you leave our EV Chargers in a safe condition for others to use – for example, that you return all charging cables attached to our EV Chargers back in a safe position once you have finished using them. You are responsible for your use of the Charging Services, including any passengers of your EV.
- 3.4 You may only use the EV Chargers to charge an EV. You are not permitted to use the EV Chargers to on-sell power or to connect to any other premises or products other than an EV.

## 4. FEES FOR USING THE CHARGING SERVICES

- 4.1 You must pay us for your use of the Charging Services (**Fees**). You can do this through the Chargefox EV Charging App, or where available, using the payment terminal embedded in our EV Chargers.
- 4.2 The Fees will be displayed through the Chargefox EV Charging App, or where available, through the payment terminal embedded in our EV Chargers.
- 4.3 The Fees may include:
  - a. Your usage fee, based on the quantity of electricity you use from the Charging Services (calculated on a kWh basis);
  - b. Idle Fees (defined in clause 4.5); and
  - c. Transaction fees (where applicable).
- 4.4 By using the Charging Services, you accept and agree to pay us the Fees. We may alter the Fees payable for the Charging Services at any time. We will publish any updated Fees on the Chargefox EV Charging App or where available, through the payment terminal embedded in our EV chargers.
- 4.5 You must move your EV when it has finished charging, so other users can access the Charging Services. We may charge you an **Idle Fee** for the time your EV remains parked in an EV Charger Parking Bay, or connected to an EV Charger, after it has finished charging. Idle

fees may apply at all our EV Chargers. To avoid Idle Fees, we recommend you monitor the status of your EV's charge through the Chargefox EV Charging App and ensuring you return to your EV once it has finished charging.

### 5. CARBON ABATEMENT

- 5.1 If your use of the Charging Services contributes to emissions reduction, or other eligible activities, which in turn creates, or contributes to the creation of Carbon Credits, you agree the rights to these Carbon Credits are owned by us, our related bodies corporate and/or our service providers. You agree that we will be the sole owner of the rights to these Carbon Credits and we will have sole authority to deal with these Carbon Credits under any applicable Carbon Credit Scheme, which may include assigning or selling these rights and associated Carbon Credits to a third party.
- 5.2 You must not take any action that would restrict our rights to deal with any such rights and associated Carbon Credits, such as creating a third party interest, ownership, encumbrance or similar over these rights and associated Carbon Credits.

### 6. TERMINATION AND SUSPENSION

- 6.1 We may immediately terminate this Contract with you, and your rights to use the Charging Services at any time, including where:
- a. your breach of this Contract, or your negligent acts or omissions, result in:
    - i. damage to real property, or personal property, including an EV Charger; or
    - ii. death, injury, or illness of any person;
  - b. you fail to comply with this Contract; or
  - c. we are required to do so by law.
- 6.2 You may terminate this Contract at any time. You can do this by uninstalling the Chargefox EV Charging App (if applicable), or by terminating the Chargefox Network Terms and Conditions. If you terminate this Contract, you must stop using the Charging Services.
- 6.3 We may also suspend your use of the Charging Services, including the use of any specific EV Chargers, where:
- a. one or more EV Chargers require maintenance or upgrading;
  - b. we reasonably believe the Charging Services are being used, or risk being used, unlawfully;
  - c. necessary to manage or minimise our price risk in the event of energy market participation;
  - d. use of the Charging Services is disrupted or prevented as a result of an event outside of our reasonable control (including a Force Majeure Event); or
  - e. for safety reasons.

### 7. DATA AND INTELLECTUAL PROPERTY

- 7.1 Your use of the Charging Services will generate Customer Data, which is stored by software supporting the Charging Services, which we will have access to. This may include, but is not limited to, anonymised details about your EV, including its charging capacity and postcode location.
- 7.2 We will use the Customer Data for the purposes of:
- a. collecting information and aggregating data related to the use of the Charging Services, including in aggregated anonymous databases;
  - b. installing, activating, disconnecting, or maintaining the EV Chargers and/or any associated software;

- c. where you agree to it, providing you with any additional optional services that are or may become available;
  - d. carrying out research and behavioural analysis;
  - e. improving the Charging Services;
  - f. providing you with the products and services you have requested from us; and
  - g. developing processes, products, services and benefits to better meet your needs.
- 7.3 If needed to support the Charging Services, Chargefox may also provide us with your Personal Information. This includes information which could be used to identify you, including your name, location, or any concerns or complaints you have about the Charging Services.
- 7.4 Any Intellectual Property Rights arising from Customer Data, the Charging Services, or material created in connection with the use of the Charging Services (excluding Personal Information), are owned by us, our related bodies corporate and/or our service providers. You may not reproduce, adapt, modify, communicate to the public, or otherwise use these Intellectual Property Rights for commercial purposes without our prior written consent.

## 8. WARRANTIES

### 8.1 Our warranty

- a. We will use due care and skill in providing the Charging Services, including installation of the EV Chargers, and that any materials used in the installation will be reasonably fit for purpose.
- b. The warranty under clause 8.1.a does not cover faults that are a result of:
  - i. accidental damage to an EV Charger, or part of an EV Charger, not caused by us or our subcontractors;
  - ii. misuse or abnormal use of the Charging Services, which is not per instructions provided by us, Chargefox, or the owner of the property on which the EV Chargers are found;
  - iii. repairs, attempted repair or modification of an EV Charger by a person other than us or our subcontractors;
  - iv. faulty power supply at the property on which the EV Chargers are found;
  - v. fair wear and tear from adverse conditions, including, but not limited to, corrosion;
  - vi. cosmetic defects including but not limited to, weathering of products;
  - vii. acts of nature, including earthquakes, flood, lightning or other physical natural disaster; and
  - viii. acts or omissions of third parties (that are not engaged by or authorised by us).

### 8.2 Non-Excludable Obligations

- a. There may also be other non-excludable statutory guarantees, implied conditions or warranties including under consumer protection laws that cannot be excluded (**Non-Excludable Obligations**) which may apply to our supply of the Charging Services.
- b. If any condition or warranty implied into these terms and conditions under the Non-Excludable Obligations cannot be excluded, and we are able to limit your remedy under the Non-Excludable Obligations for a breach of such condition or warranty, then our liability is limited to one or more of the following at our option:
  - i. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of having the goods repaired; or
  - ii. in the case of services, the supply of the services again, or the payment of the cost of having the services supplied again.

- c. If Non-Excludable Obligations apply and there is a major failure with the Charging Services we provide, you are entitled to cancel these terms and conditions with us and to a refund for the unused portion, or to compensation for its reduced value (where applicable). You are also entitled to be compensated for any other reasonably foreseeable Loss.
- d. If Non-Excludable Obligations apply and the failure does not amount to a major failure, you are entitled to have problems with the Charging Services rectified in a reasonable time and, if this is not done, to cancel this Contract and obtain a refund for the unused portion of this Contract (where applicable).

### 8.3 Implied warranty exclusion

- a. Except in relation to obligations that cannot be excluded by law (including the Non-Excludable Obligations), all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on us are expressly excluded under this Contract.

## 9. LIABILITY

### 9.1 Each party's liability

- a. Except in relation to:
  - i. loss of or damage to real or personal property, including our EV Chargers;
  - ii. death, injury, or illness of any person; or
  - iii. our Non-Excludable Obligations set out in this Contract,
 which is caused by a party's breach of this Contract, or the party's negligent acts or omissions, or our breach of our Non-Excludable Obligations, neither we or you are liable to each other for any Loss arising under or in connection with this Contract or non-performance under this Contract and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity.
- b. Each party will not be liable to the other party for any Consequential Loss.
- c. Each party has a duty to mitigate Loss that would otherwise be recoverable from the other party under this clause 9.1 by taking appropriate and reasonable steps to reduce or limit the amount of Loss. A party's liability under this clause 9.1 is reduced proportionately to the extent that the other Party's acts or omissions contributed to the Loss.

### 9.2 Exclusions to our liability to you

- a. Without limiting clauses 9.1.a or 9.1.b, we are not liable to you for:
  - i. your inability to use the Charging Services due to a reason beyond our control— including issues due to a fault or defect with your Vehicle, or the incompatibility of our EV Chargers with your Vehicle;
  - ii. any defect in our EV Chargers or associated software not caused by us (and that is not covered by a warranty or maintenance obligation of ours under this Contract);
  - iii. your use of the Chargefox EV Charging App (if applicable), including any data or information that you enter into the Chargefox EV Charging App;
  - iv. loss or damage that was not reasonably foreseeable;
  - v. loss or damage that was caused by your breach of this Contract or your negligence;
  - vi. loss or damage whatsoever suffered by any person as a result of suspension of this Contract (as set out in clause 6 of this Contract);
  - vii. business losses (such as lost data, lost profits, or business interruptions);
  - viii. loss of chance, goodwill or reputational damage, or loss of use; or

- ix. any delay or failure to perform any obligation under this Contract if the delay or failure is due to events which are beyond our reasonable control, including any strike or other labour problems (other than those involving our employees), blockade, war, act of terrorism, civil unrest, riot, pandemic, flood, fire, earthquakes or other acts of God, failure or diminishment of utilities (including electricity) or of telecommunications, data or payments networks or services (including third party services) or acts of government (including refusal of approval or a license by a government agency) (each a **Force Majeure Event**).

## 10. GOVERNING LAW

This Contract is governed by the laws of Victoria, Australia. By agreeing to this Contract, you submit to the exclusive jurisdiction of the courts in Victoria.

## 11. PRIVACY

By accepting this Contract, you accept that your Personal Information may be provided to us (either by you or Chargefox) or that we may otherwise collect your Personal Information in the course of providing the Charging Services. We respect your right to privacy and we collect and manage your personal information and credit information in accordance with the *Privacy Act 1988 (Cth)* and our [privacy policy](#) and [credit information statement](#).

## 12. DICTIONARY

### 12.1 Definitions of capitalised terms

**Australian Consumer Law** means the Australian Consumer Law contained in Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*.

**Carbon Credit** means any right, interest, unit, credit entitlement, benefit or allowance to emit (at present or in the future) greenhouse gas or carbon emissions under any Carbon Credit Scheme.

**Carbon Credit Scheme** means any voluntary, regulatory or legal regime, scheme or arrangement arising from or in connection with any removal, limitation, reduction, avoidance, abatement, offset, sequestration or mitigation or conservation of carbon dioxide or GHG emissions or equivalence from the atmosphere, including the creation, transfer, renewal, replacement or variation of any associated Carbon Credits.

**Chargefox** means Chargefox Pty Ltd ACN 621 161 215.

**Charging Services** means our provision of EV Chargers, which are owned and operated by us, and used by you to charge an EV.

**Consequential Loss** means liability, loss, harm, damage, cost or expense that does not arise naturally, in the usual course of things as a result of the party's breach of this Contract, or a party's negligent acts or omissions

**Customer Data** means any data and information that can be collected, processed, ascertained or inferred from use of any EV Charger or the Charging Services (including, in respect of an EV, its location, the time and date of using the Charging Services, diagnostic information provided by the EV, and the charging consumption) or arising from or in connection with the supply of the Charging Services, or aggregation of that information. It does not include your Personal Information.

**Electric Vehicle (or EV)** means each legally registered and road certified vehicle which is capable of operating on energy stored in its rechargeable batteries that are recharged by common electricity, owned or operated by you and makes use of the Charging Services.

**Electric Vehicle Charger (or EV Charger)** means stationary infrastructure supplied, owned and operated by us, that supplies electric energy for the recharging of EVs.

**EV Charger Parking Bay (or EV Charger Parking Bay)** means a designated parking bay to park your EV within to use our EV Chargers.

**Chargefox EV Charging App** means the mobile application provided by Chargefox, which may be used to access the Charging Services.

**Fees** means the fees payable by you to us for use of the Charging Services, set out in clause 4 of this Contract.

**Force Majeure Event** has the meaning given by clause 9.1.b.x of this Contract.

**Intellectual Property Rights** means any information, copyright, patents, trademarks, design rights, trade secrets and other intellectual property rights arising from Customer Data, the Charging Services, or material created in connection with the use of the Charging Services (excluding your Personal Information).

**Loss** means liability, loss, harm, damage, cost or expense, but does not include Consequential Loss.

**Non-Excludable Obligation** means non-excludable statutory guarantees, implied conditions or warranties including under consumer protection laws that cannot be excluded (including those under the *Competition and Consumer Act 2010* and Australian Consumer Law) which may apply to our provision of the Charging Services.

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

**Effective November 2025.**

EnergyAustralia Pty Ltd. ABN 99 086 014 968.