

PeakSmart Terms & Conditions

Up to 15 May 2025 and prior



In consideration for Energex accepting you as a Participant in the Program, you acknowledge and agree to the following terms and conditions that apply.

1. Eligibility criteria for participation in the Program

- i. Energex agrees to include you in the Program on the basis of your confirmation (by entering into this Agreement by completing the PeakSmart Application Form and submitting the PeakSmart Installation Form to Energex) of the following matters. You:
 - a. confirm that the Property is, or will be, served by the Energex electricity distribution network and that a National Meter Identifier is applicable;
 - b. are either the registered owner of the Property, or the occupier of, or a building contractor providing services in respect of, the Property and have obtained the owner of the Property's consent for the installation of a Signal Receiver(s) in the Eligible PeakSmart Compatible Air-conditioner(s) at the Property;
 - c. have had an Installer install a Signal Receiver(s) in the Eligible PeakSmart Compatible Air-conditioner(s) at the Property;
 - d. have had the Installer complete the PeakSmart Installation Form which provides information on the installation of the Signal Receiver(s);
 - e. have provided a copy of proof of purchase and installation of an Eligible PeakSmart Compatible Air-conditioner(s) and Signal Receiver(s) or, if proof of purchase is unavailable, provided other supporting evidence as may be required by Energex and notified on the Energex website at www.energex.com.au from time to time;
 - f. have, if the application is being made by a business (including not for profit organisations), provided your ABN and submitted a valid Tax Invoice claiming the incentive reward value to which you may be entitled upon your application being successfully accepted by Energex;
 - g. understand that all amounts specified in the Program are inclusive of any GST and that you cannot charge any additional amounts on account of GST;
 - h. consent, or have obtained the Owner of the Property's consent, to Energex visiting the Property where required to maintain and/or check the installed Signal Receiver(s);
 - i. agree to return any Signal Receiver(s) issued to you by Energex to the address advertised at www.energex.com.au should you elect to either not proceed with applying to participate or withdraw from the Program;
 - j. acknowledge and agree that subject to clause 6, no representation is or has been made by or on behalf of Energex as to any benefit (monetary or otherwise) which may arise, if any, either presently or in the future, in connection with your participation in the Program and/or use of an Eligible PeakSmart Compatible Air-conditioner and/or Signal Receiver, and that you do not expect any such benefit to arise;
 - k. agree to be bound by these terms and conditions; and
 - l. agree that you must complete the steps and submit the items specified in paragraphs c) to f) above to Energex within 90 days of the date of purchase of the Eligible PeakSmart Compatible Air-conditioner(s).

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2. Duration of the Project

- i. Your participation in the Program will commence on the date upon which the Signal Receiver(s) are installed in the Eligible PeakSmart Compatible Air-conditioner(s) at the Property.
- ii. Energex may at its discretion terminate your participation in the Program, or the Program as a whole, at any time by delivering one month's written notice to you at the email address specified in your PeakSmart Application Form.
- iii. If, in your reasonable opinion, any or all of the Eligible PeakSmart Compatible Air-conditioners are adversely affected by participation in the Program, your sole remedy, to the full extent permitted by law, is your right to elect to end your participation in the Program in relation to the affected Eligible PeakSmart Compatible Air-conditioners by providing seven days' written notice to Energex at the physical or email address specified on the Energex website at www.energex.com.au and then complying with the provisions of clause 2.4 below. The Program will however continue with respect to any unaffected Eligible PeakSmart Compatible Air-conditioner(s).
- iv. If you wish to end your participation in the Program you must provide seven days' written notice to Energex at the physical or email address specified on the Energex website at www.energex.com.au. Upon receipt of the notice Energex will forward you an envelope in which to return the Signal Receiver(s) to Energex. You must then arrange for and pay for your own Installer to remove the Signal Receiver(s) from the Eligible PeakSmart Compatible Air-conditioner(s) and then return the Signal Receiver(s) to Energex. Your participation in the Program will continue until the Signal Receiver(s) is/are removed and returned to Energex.

3. Conclusion of the Program

- I. There is no stipulated end date for participation in the Program. However, if Energex terminates your participation in the Program or the Program as a whole under Section 2.2 above, Energex may elect to retrieve the Signal Receiver(s) from the Property, but not the Eligible PeakSmart Compatible Air-conditioner(s) as these are your own personal property.
- II. You are encouraged to give notice if you sell or cease to occupy your Residence. If you sell or cease to occupy the Property, or return possession of the Property to its owner, you:
 - a. can notify Energex in writing, via post or email at the address specified on the Energex website at www.energex.com.au
 - b. should notify the incoming owner or occupier of the Property that the Eligible PeakSmart Compatible Air-conditioner(s) at the Property has/have a Signal Receiver(s) installed.

4. Safety

- i. For your own safety, you must not remove, alter or attempt your own electrical work on your Eligible PeakSmart Compatible Air-conditioner(s) and/or Signal Receiver(s). Should you encounter any problem with your Eligible PeakSmart Compatible Air-conditioner(s) please refer to your manufacturer's instructions and/or contact them or your Installer directly. Should you encounter any problem with the Signal Receiver(s) please contact Energex on [13 12 53](tel:131253).

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5. Access for inspection

- i. You agree to allow Energex access to the Property to carry out necessary audits or examination of the Signal Receiver(s) from time to time. Energex will contact you at least 5 business days prior to any audit or examination required.

6. Participation incentive

- i. Following the installation of the Signal Receiver(s) in the Eligible PeakSmart Compatible Air-conditioner(s) at the Property and submission of your completed PeakSmart Application Form, Energex will, provided it is reasonably satisfied that you meet the eligibility criteria for participation in the Program, transfer the PeakSmart Incentive Reward that applied as at the date your application was received by Energex. Incentives will be paid by electronic funds transfer (EFT) to an Australian bank account nominated by you.

7. Product and service warranties and costs

- i. Eligible PeakSmart Compatible Air-conditioner(s)
 - a. Energex is not responsible for and does not accept any warranty conditions or costs associated with your Eligible PeakSmart Compatible Air-conditioner(s) or the work carried out to install or remove the Eligible PeakSmart Compatible Air-conditioner(s) or Signal Receiver(s) in the Property. These are the explicit responsibility of the Eligible PeakSmart Compatible Air-conditioner(s) manufacturer, the retailer and/or the Installer who carried out the electrical and air-conditioner work in your Property. You should contact your manufacturer, appliance retailer and/or Installer directly.

Signal Receiver(s)

- a. To enable the Eligible PeakSmart Compatible Air-conditioner(s) to activate the energy capping capability of the appliance, Energex has supplied you/your Installer with a Signal Receiver(s) to be installed in or near the Eligible PeakSmart Compatible Air-conditioner(s) in accordance with manufacturer instructions in order that a remotely operated activation signal can be received. Energex does not accept any costs associated with the installation or removal of the Signal Receiver(s) at the Property. During your participation in the Program, you may report any issues you have with the Signal Receiver(s) to Energex on [13 12 53](#).

8. Liability of Energex

- i. **Limitation of liability**
 - a. Energex liability to you in relation to this Agreement is limited insofar as is possible as a matter of law to performing or re-performing this Agreement.

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- b. Otherwise than as set out in clause 8.1a) above, Energex shall have no liability to you in connection with this Agreement. In particular and without limiting the foregoing, Energex is not liable for any indirect, special, incidental or consequential damage, loss of earnings or loss of profits suffered by you as a result of any act or omission by Energex.

ii. Australian Consumer Law

- a. Nothing in this Agreement generally affects or negates any rights you may have under the Australian Consumer Law (as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth)) and equivalent State and Territory fair trading legislation regarding consumer guarantees to the extent that such consumer guarantees, or our statutory liability for failure to comply with them, cannot be modified or excluded by law.

9. Privacy Notice

- i. Energex is collecting, using and disclosing your personal information for the purpose of conducting this Program. If you do not provide your personal details, you may, at Energex's discretion, not be eligible to participate in the Program. As a Participant, your information may be provided to:
 - a. the manufacturer of the Eligible PeakSmart Compatible Air-conditioner(s);
 - b. Energex representatives who may have to examine and carry out audits and maintenance of the Signal Receiver(s) installed at the Property;
 - c. your local government/council;
 - d. the Queensland State Government;
 - e. the Installer of the Eligible PeakSmart Compatible Air-conditioner(s) and/or Signal Receiver(s);
 - f. the appliance retailer who sold you the Eligible PeakSmart Compatible Air-conditioner(s), and
 - g. external market research companies to conduct customer research.
- ii. You consent to the use of your personal information as set out in this Agreement. You are entitled to access any personal information that Energex holds about you by contacting us on [13 12 53](tel:131253). Energex's privacy policy is available at www.energex.com.au or by calling [13 12 53](tel:131253).

10. GST

- i. Words in this clause have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), unless the context makes it clear that a different meaning is intended.
- ii. If a party is a member of a GST group, references to GST which the party must pay and to input tax credits to which the party is entitled, include GST which the representative member of the GST group must pay and input tax credits to which the representative member is entitled.
- iii. Understand that all amounts specified in the Program are inclusive of any GST and that you cannot charge any additional amounts on account of GST.
- iv. If an amount in this Agreement is not stated as GST inclusive, then the following provisions apply:

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- a. a recipient of a taxable supply under or in connection with this Agreement must pay to the supplier, in addition to the consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply; and
- b. the recipient must make that payment to the supplier when the consideration or part of it is provided, except that the recipient need not pay any amount referable to GST unless the recipient has received a tax invoice for that taxable supply.

11. Severability

- i. Any provision of this Agreement that is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement.

12. No Agency

- i. Nothing in this Agreement shall be construed as constituting an agency, partnership, joint venture or other form of association between you and Energex and you must not make any representation or give any impression to any person that you are an agent, partner or representative of Energex.
- ii. You are responsible and liable for any representation, act or omission made by you to any customer regarding the Project or Energex.

13. Assignment

- i. You may not assign, charge, encumber or otherwise deal with any of your rights or obligations under this Agreement, or attempt or purport to do so, without the prior written consent of Energex.

14. Governing Law and Jurisdiction

- i. This Agreement is governed by the laws of Queensland. In relation to it and related non contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

15. Other

- i. This Agreement and your participation in the Program does not in any way affect or alter any other agreement or relationship between you and Energex or its affiliates (including, but not limited to, any customer retail contract, any customer connection contract or any tariff rate arrangement).

16. Definitions

- i. **“Agreement”** means these Terms and Conditions, the PeakSmart Application Form and the PeakSmart Installation Form.
- ii. **“Eligible PeakSmart Compatible Air-conditioner(s)”** means an air-conditioner system with functionality added by the manufacturer which meets all specification criteria as indicated in published

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standard AS4755 and includes all Demand Response Modes (**DRM1**, **DRM2** and **DRM3**), and which is listed at the date of purchase as an acceptable model (for reward) at www.energex.com.au.

- iii. **“Energex”, “We”, “Us”, “Our”** means Energex Limited, its employees, contractors and agents.
- iv. **“Installer”** means a suitably qualified electrical contractor and/or air-conditioner contractor.
- v. **“Participant”** or “you” means the person or company whose details are set out in Section A of the PeakSmart Installation Form.
- vi. **“PeakSmart Application Form”** means the on-line form to make a formal application and includes the completed PeakSmart Installation Form, for the Energex Program.
- vii. **“PeakSmart Incentive Reward”** means the reward based on the cooling capacity of the Eligible PeakSmart Compatible Air-conditioner(s) applicable at the date that you purchase your Eligible PeakSmart Compatible Air-conditioner(s), as published from time to time by Energex at www.energex.com.au.
- viii. **“PeakSmart Installation Form”** means the form required to be submitted as part of the PeakSmart Application Form which includes information about the Participant, Installer and Eligible PeakSmart Compatible Air-conditioner(s) and Signal Receiver(s).
- ix. **“Program”** means Energex's Eligible PeakSmart Compatible Air-conditioner Program that is being offered through Energex's demand management initiative.
- x. **“Signal Receiver(s)”** means the Energex approved Demand Response Enabling Device (DRED)/Demand Control Signal Receiver (DCSR) that must be connected to an Eligible PeakSmart Compatible Air-conditioner to enable the air-conditioning unit to receive a signal that will cap the rated input load for short periods during peak times. Signal Receivers are designed to be installed in or near the Eligible PeakSmart Compatible Air-conditioner or at the meter box depending upon manufacturer instructions.
- xi. **“Property”** means either residential or commercial premises served by the Energex electricity distribution network and includes premises under construction.