Terms and Conditions

PeakSmart Measurement Program

PeakSmart Measurement Program – Terms and Conditions as at [24/05/2017]

In completing the Application Form to request the installation of a Network Monitoring Device for your PeakSmart Compatible Air-conditioner, you acknowledge and agree to the following terms and conditions:

1. Eligibility criteria
You:
(a) are an existing PeakSmart Compatible Air-Conditioner Program participant and have agreed to the PeakSmart Compatible Air-Conditioner Program terms and conditions available at www.energex.com.au;
(b) are either:
(i) the registered owner of the Property; or
(ii) the occupier of the Property and you have obtained the consent of the registered owner of the Property to install the Network Monitoring Device at the Property;
(c) are the primary account holder of the Property or have obtained the consent of the primary account holder of the Property to participate in the Program; and
(d) have, if you have an ABN, 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.

Only one Network Monitoring Device can be installed per Property, and only one air-conditioner may be monitored on a Network Monitoring Device.

2. Agreement and Consent
By completing the Application Form you:
(a) consent to Energex attending at your Property to inspect your Property to determine its suitability for installation of the Network Monitoring Device;
(b) consent to Energex installing a Network Monitoring Device at your Property and entering onto your Property for that purpose;
(c) consent to the transfer of your PeakSmart Compatible Air-conditioner to a dedicated circuit if the PeakSmart Compatible Air-conditioner is on a shared circuit;
(d) agree to the Network Monitoring Device remaining installed at your Property indefinitely;
(e) acknowledge that Energex remains the owner of the Network Monitoring Device at all times; and
(f) accept these Terms and Conditions.

3. Suitability of Property
Your entitlement to receive the Incentive and have the Network Monitoring Device installed at your Property is conditional upon Energex determining (in its reasonable opinion) that your Property is suitable for installation of a Network Monitoring Device. If your Property is not suitable, you will not be eligible to participate in the Program.

4. Duration of Agreement
(a) This Agreement will commence on the date you complete the Application Form.
(b) This Agreement will continue indefinitely until it is terminated by either party in accordance with this clause.
(c) 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 notice to you. If you have not had the Network Monitoring Device installed when the Program is terminated then you will not be entitled to the Incentive.
(d) You may withdraw from the Program at any time by contacting 13 12 53. In the event that you withdraw from the Program, the Network Monitoring Device communications will be remotely terminated.
(e) If Energex terminates your participation in the Program or the Program as a whole under clause 4(c) above, or you withdraw from the Program in accordance with clause 4(d) above. Energex may elect to retrieve the Network Monitoring Device from the Property and you agree to allow Energex access to your Property for such purpose.

5. Safety
For your own safety, you should not remove, alter or attempt your own electrical work on your Network Monitoring Device. Please contact Energex on 13 12 53 for all electrical works in relation to the Network Monitoring Device.

6. Access for inspection and maintenance
You agree to allow Energex access to your Property from time to time to:
(a) carry out necessary inspections or maintenance of the Network Monitoring Device and/or Signal Receiver; and
(b) conduct audits of the Network Monitoring Device and/or Signal Receiver installation.
Energex will contact you at least 5 business days prior to any inspection, audit or maintenance required.

7. Incentive
Energex will transfer the Incentive to you within 30 days of the successful installation of the Network Monitoring Device at the Property and submission of your completed Application Form. Incentives will be paid by electronic funds transfer (EFT) to the Australian bank account nominated by you.

8. Liability of Energex
Despite any other provision in this Agreement, and to the extent permitted by law:
(a) Energex is not liable for any loss, damage, claim or expense arising from the installation or operation of the Network Monitoring Device except where directly caused by Energex’s negligence; and
(b) Energex is not liable to you (whether under contract, in tort, in equity, under statute or otherwise) for any loss of profit, loss of revenue, loss of opportunity, loss of goodwill, or any indirect, incidental, special or consequential damage, cost or loss however caused.

Where the above exclusion does not apply for any reason (including where a court of competent jurisdiction indicates it is invalid), to the full extent permitted by law, Energex’s liability to you for any direct damages you incur in connection with this Agreement is limited to an amount of $50.00.

9. Purpose of Program
Participants will have a Network Monitoring Device installed that will enable the collection of detailed electricity data. Surveys may be conducted from time to time to supplement data collected from the Network Monitoring Device. The aim of the Program is to better understand the network benefits of PeakSmart devices in air-conditioners.
10. Privacy Notice
Energex is collecting your personal information as part of this Program (including on the Application Form) for the purpose of enabling you to participate in the Program. With your consent (as provided in clause 11) your personal information will be used and disclosed to affiliated organisations that require information for the operation of the Program as outlined in clause 11. Your personal information will not otherwise be disclosed to any third parties without your consent, unless authorised or required by law.

If you wish to apply for access to this information you may contact us on 13 12 53 Monday to Friday between 9am and 5pm. The Energex privacy policy is available at energex.com.au.

11. Consent for Energex to release your details to affiliated organisations
By signing the Application Form, you give your consent for Energex to disclose your name, address, detailed electricity data, National Meter Identifier, contact details and demographic data collected during the course of the Program to Energex Limited’s Affiliated organisations for the purpose of analysis and reporting associated with the operation of the Program.

Affiliated organisations include the project’s information technology providers, meter installation and data providers, economic analysis providers, and Energex’s related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)). The affiliated organisations will only be permitted to use the information for the purposes of the Program and for no other purpose.

In addition, Energex may disclose de-identified (meaning deletion of name, address and contact details) report results to its energy regulators and relevant Government bodies, participants in demand management programs, and to other entities as required or authorised by law.

12. You must 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 must notify:
(a) Energex in writing via post or email at the physical or email address specified on the Energex website at energex.com.au; and
(b) the incoming owner or occupier of the Property that a “PeakSmart” Compatible Air-conditioner has a Network Monitoring Device installed.

13. Severability
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.

14. Definitions
“Application Form” means the document titled “Application Form PeakSmart Measurement Program” for you to sign and return to Energex, which attaches these Terms and Conditions.

“Agreement” means these Terms and Conditions and the Application Form.

“Energex” means Energex Limited, its employees, contractors and agents.

“Incentive” means $100 (GST inclusive).

“Network Monitoring Device” means an advanced (or smart) meter that records electricity usage in 1 minute intervals and includes meter, modem and where necessary, an antenna.

“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 standard AS4755 and includes all Demand Response Modes (DRM1, DRM2 and DRM3).

“Program” means the Energex PeakSmart Measurement Program, which is undertaken for the purpose set out in clause 9.

“Property” means residential premises served by the Energex electricity distribution network, and includes premises under construction.

“Signal Receiver(s)” means the Energex approved Demand Response Enabling Device (DRED)/Demand Control Signal Receiver (DCSR) that has to be connected to a 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 PeakSmart Compatible Air-conditioner or at the meter box depending upon manufacturer instructions.

“Terms and Conditions” means these terms and conditions, which govern your participation in the Program and appear on the back of the Application Form.