

PeakSmart Terms & Conditions

To 31 October 2021 and prior



Part of Energy Queensland

This information forms the general eligibility criteria for PeakSmart.

GENERAL

1. Ergon Energy is undertaking the PeakSmart Compatible Air-Conditioner Project (Project) for the purpose of managing peak demand on its network.
2. In connection with the Project, Ergon Energy is operating the PeakSmart Incentive Program (Program) as set out in these terms and conditions.
3. Your participation in the Program is governed by your Application Form and these terms and conditions (together, the Agreement).

ELIGIBILITY

To be eligible for the Program:

1. you must own or occupy an Eligible Property;
2. you must have a Signal Receiver installed in a PeakSmart Compatible Air-Conditioner at the Eligible Property;
3. when the PeakSmart Compatible Air-Conditioner and/or Signal Receiver was installed, any electrical work must have been carried out by a licensed electrical contractor and any air-conditioning installation must have been carried out by a licensed refrigeration and air-conditioning mechanic;
4. your PeakSmart Compatible Air-Conditioner must not be connected to Tariffs 31 or 33; and
5. you must satisfy any other criteria which Ergon Energy publishes from time-to-time during the course of the Program, including but not limited to, the number of cashback applications allowable per residential or business premise.

APPLICATION

1. To apply to the Program, you must:
 - 1.1. fill out and submit an Application Form;
 - 1.2. attach a tax invoice or proof of purchase for the PeakSmart Compatible Air-Conditioner or Signal Receiver issued by the supplier / installer;
 - 1.3. attach a PeakSmart Installation Form completed by the installer; and
 - 1.4. if you are an organisation registered for GST, submit a valid tax invoice for the Cashback;
2. By applying to the Program, you:
 - 2.1. represent and warrant to Ergon Energy that you are eligible for the Program; and
 - 2.2. agree to operate and maintain in good working order the PeakSmart Compatible Air-Conditioner and the Signal Receiver that formed the basis of your application for a period of 5 years from the date of payment of the Cashback.

PeakSmart Terms & Conditions

To 31 October 2021 and prior

3. To assess applications to the Program and to ensure ongoing compliance with the Agreement, Ergon Energy may require you to provide:
 - 3.1. additional information including proof of installation; and
 - 3.2. access for Ergon Energy and its appointed agents and representatives to the Property and the PeakSmart air-conditioner.

PAYMENT OF CASHBACK

1. The Cashback amount is:
 - 1.1 \$200 for PeakSmart Compatible Air-Conditioner with rated cooling capacity of 4kW to less than 10kW; and
 - 1.2 \$400 for PeakSmart Compatible Air-Conditioner with a rated cooling capacity of 10kW or more.
2. If Ergon Energy admits you to the Program, it will pay the Cashback by electronic funds transfer to the bank account listed in the Application Form.
3. The Cashback is payable by Ergon Energy to you only and is not available as a point-of-sale discount or otherwise payable to retailers or installers.
4. You will be required to refund the Cashback to Ergon Energy if you were not eligible for the Program, you breach any term of this Agreement, a representation or warranty you give in relation to the Program turns out to be untrue, or if there is an error in payment of the Cashback.

OTHER

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

INDEMNITY

You indemnify Ergon Energy against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by Ergon Energy arising directly or indirectly out of your negligence, fraud or wilful default under this Agreement.

LIABILITY OF ERGON ENERGY

1. Ergon Energy's 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.
2. Otherwise than as set out in clause a) above, Ergon Energy shall have no liability to you in connection with this Agreement. In particular and without limiting the foregoing, Ergon Energy 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 Ergon Energy.

PeakSmart Terms & Conditions

To 31 October 2021 and prior



PRIVACY NOTICE

Part of Energy Queensland

Ergon Energy 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 Ergon Energy's discretion, not be eligible to participate in the Program. As a Participant, your information may be provided to:

1. the manufacturer of the PeakSmart Compatible Air-conditioner(s);
2. Energex representatives who may have to examine and carry out audits and maintenance of the Signal Receiver(s) installed at the Eligible Property;
3. your local government/council;
4. the Queensland State Government;
5. the installer of the PeakSmart Compatible Air-conditioner(s) and/or Signal Receiver(s);
6. the appliance retailer who sold you the PeakSmart Compatible Air-conditioner(s), and
7. external market research companies to conduct customer research.
8. You consent to the use of your personal information as set out in this Agreement. You are entitled to access any personal information that Ergon Energy holds about you by contacting us on 13 74 76. You can also view our [Privacy Statement](#).

GST

1. 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.
2. 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.
3. 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.
4. If an amount in this Agreement is not stated as GST inclusive, then the following provisions apply:
 - 4.1 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
 - 4.2 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.

NO AGENCY

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

PeakSmart Terms & Conditions

To 31 October 2021 and prior



ASSIGNMENT

Part of Energy Queensland

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 Ergon Energy.

GOVERNING LAW AND JURISDICTION

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.

DEFINITIONS

In this Agreement:

1. **"Application Form"** means the application form prescribed by Ergon Energy for the purposes of the Program;
2. **"Cashback"** means the incentive payment described in clause 4 of this Agreement;
3. **"Eligible Property"** means a premise connected to Ergon Energy's network that has the ability to receive through the network a signal to cap the rated input load of a PeakSmart Compatible Air-conditioner – as determined through a National Metering Identifier search at ergon.com.au/incentives;
4. **"Ergon Energy"** means Ergon Energy Corporation Limited, its employees, contractors and agents;
5. **"Participant" or "you"** means the person or company whose details are set out in Section A of the PeakSmart Installation Form.
6. **"PeakSmart Compatible Air-Conditioner"** means an air-conditioning unit with PeakSmart capability, meaning the unit is AS4755 demand response enabled and has DRM1, DRM2 and DRM3 capability;
7. **"PeakSmart Installation Form"** means the form provided by Ergon Energy with Signal Receivers that includes details of the premise, PeakSmart Compatible Air-Conditioner, Signal Receiver (including serial number) and installer; and
8. **"Signal Receiver"** means an Ergon Energy 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.