



AGL Orchestration Services Agreement



Please read this Agreement carefully as it sets out the Terms and Conditions of the Orchestration Services, including services you would provide to us (such as granting us control over your battery) and services we offer to provide to you.

The terms of this Agreement apply to you if you have a Qualifying AGL Electricity Supply Contract with us (see the Agreement Details below).

Here are some key details of this Agreement:

Agreement Details	
Customer ("You")	Your details are set out in the Welcome Letter of your Qualifying AGL Electricity Supply Contract.
Qualifying AGL Electricity Supply Contract	Energy Allowance Small Energy Allowance Medium Energy Allowance High Energy Allowance Extra High
Supply Address	Your Supply Address is stated in the Welcome Letter.
Orchestration Services	This is the right you give us to monitor, control and use your Battery. This includes us modifying your Battery so as to cause it to Charge, Discharge or Hold.
Term	The Agreement Term is 5 years, commencing on the date that your Qualifying AGL Energy Supply Contract begins and ending on the date that it expires or terminates for any reason.
Specifications	The eligible battery systems and inverters (and the respective combinations) for the Orchestration Services, including the brand and models can be found here: agl.com.au/energyallowance Additional requirements: 1. A dual channel meter is required when a battery has been installed in an AC-coupled configuration, which is a site with one or more pre-existing solar PV system(s). The dual channel meter provides separate metering of solar production, household load, and battery inverter operation and performance, and is required for the solar battery system to be compatible with the Orchestration Services. 2. The Supply Address must be on a fixed export limit of equal to or greater than 5kW to be compatible with the Orchestration Services. If the Supply Address has a fixed export limit under 5kW, you will not be eligible for the Orchestration Services.
Eligibility Criteria	In addition to the Specifications above, and the eligibility criteria set out in your Qualifying AGL Electricity Supply Contract, clause 2 of the Agreement lists other Eligibility Criteria for the Orchestration Services. That criteria includes passing an Initial AGL Orchestration Test to confirm that we can orchestrate your battery system.
Privacy and Data	You consent to us accessing and using data relating to your battery system, as set out in clause 11 of the Agreement. Clause 12 explains how we handle your Personal Information and when we may share it with third parties. Further details are available at www.agl.com.au/privacy-policy .



Agreement Details	
Ending this Agreement	This Agreement will end automatically when your Qualifying AGL Electricity Supply Contract Ends. No matter how this Agreement ends – you will not be charged any exit fee.
Service issues	You have rights under Australian Consumer Law if there are certain problems with services we supply to you (for example, if our services are not provided with due care and skill). We also promise to comply with the Consumer Code in relation to this Agreement. Subject to those rights (and any other legal rights that cannot be excluded), clause 13.2 of the Agreement sets out some issues or impacts that we are not responsible for.



1. Commencement of this Agreement

1.1 How this Agreement Starts

This Agreement commences when you enter into a Qualifying AGL Electricity Supply Contract with us.

1.2 Orchestration Services Term commencement

- (a) The Orchestration Services Term commences on the later date of when:
- (i) Your Qualifying AGL Electricity Supply Contract commences; and
 - (ii) you have met the Eligibility Criteria, including your battery passing the Initial AGL Orchestration Test.
- (b) The Orchestration Services Term will be the period specified in the Agreement Details (unless terminated earlier in accordance with this Agreement or your Qualifying AGL Electricity Supply Contract).

2. Eligibility Criteria

2.1 Criteria

- (a) The Eligibility Criteria are that you must:
- (i) have a Qualifying AGL Electricity Supply Contract in relation to the Supply Address;
 - (ii) have an Operated Product that passes the Initial AGL Orchestration Test;
 - (iii) have authority and capacity to enter into this Agreement;
 - (iv) not be participating in another virtual power plant program (including the AGL VPP) in relation to the Operated Product;
 - (v) have a maximum of one Operated Product per Supply Address applicable to the Orchestration Services;
 - (vi) have an Operated Product installed that meets the Specifications;
 - (vii) own or have the right to use the Operated Product;

- (viii) own or occupy the Supply Address, and if you are not the owner of the Supply Address, have obtained written consent from the owner in relation to the entry into and performance of this Agreement;
- (ix) have all necessary approvals, consents or authorities from any owner, residents, owner's corporation or local authorities to enter and perform this Agreement;
- (x) own or have the right to use the solar photovoltaic system to which the Operated Product is connected at the Supply Address;
- (xi) ensure each Operated Product is properly functioning and maintained and that you are connected to the internet (through a hardwired ethernet connection or Wifi) on a continuous basis (SIM connected 3G, 4G and 5G is not acceptable as a primary method of connectivity);
- (xii) comply with all Regulatory Requirements in relation to the Supply Address and the Operated Product;
- (xiii) have a Grid Connection Agreement with your Distributor in relation to the Supply Address, the Operated Product and the solar photovoltaic system and not be in breach of any Grid Connection Agreement;
- (xiv) have a Smart Meter installed at the Supply Address, or agree to have one installed;
- (xv) maintain the maximum usable backup level of your Operated Product at equal to or less than 20%;
- (xvi) ensure the settings on your Operated Product enable charging from, and export to, the National Electricity Grid; and
- (xvii) meet any other criteria that are reasonably specified by us from time to time.

2.2 Eligibility Criteria and tax warranty

- (a) You warrant that you meet the Eligibility Criteria (other than the first criteria in clause 2.1(a)(i)) and you are responsible for meeting the Eligibility Criteria at all times during the Agreement.



- (b) You warrant to us that
 - (i) you are an individual;
 - (ii) you are not, and will not be during the Agreement, entitled to an ABN as you are not carrying on an enterprise in Australia; and
 - (iii) the supply of Orchestration Services is wholly of a private and domestic nature (from your perspective).

3. Our obligations

3.1 Consumer Code

- (a) In addition to your rights under Australian Consumer Law, we will comply with the Consumer Code in providing services (including the Orchestration Services) to you under this Agreement.

3.2 Our Backup Power guarantee

- (a) If your Operated Product has Backup Power, we will not allow the level of energy stored in the Operated Product to drop below 20% of the usable capacity of your Operated Product as a result of a Discharge in connection with the Orchestration Services.

4. Your obligations – Operated Product and Grid Connection Agreement

- (a) You agree to provide us the Orchestration Services during the Orchestration Services Term.
- (b) You agree to cooperate with us and your manufacturer if a software upgrade to your Operated Product is required for the Orchestration Services.
- (c) You must not, and must not allow any other person to:
 - (i) override, interrupt or otherwise interfere with the Orchestration Services, except as expressly permitted by this Agreement;
 - (ii) control, move, remove, tamper with, disable, displace or damage any Operated Product (including disconnecting its internet connectivity); or

- (iii) provide you with any services similar to or the same as the Orchestration Services in relation to the Operated Product (including any other virtual power plant whether or not operated by AGL),

unless otherwise authorised by us in writing.

- (d) If the Operated Product or Supply Address is sold, leased, sublet, licensed, transferred or assigned to any other person:

- (i) you must notify the relevant person regarding consents in this Agreement and obtain their consent;
- (ii) you must notify us immediately; and
- (iii) we may provide our consent on reasonable terms and conditions, including requiring any lessee, sublessee, licensee, assignee or transferee to enter into an agreement with us on similar terms to this Agreement, which you agree to procure.

- (e) You must immediately notify us if your Grid Connection Agreement is amended or terminated.

5. Impact of Orchestration Services

5.1 Your enquiries

- (a) You are responsible for making your own enquiries to find out how the Orchestration Services may impact:
 - (i) your Product Warranty; and
 - (ii) your Grid Connection Agreement.

5.2 Your AGL Electricity Supply Contract

- (a) You acknowledge that the Orchestration Services may impact upon your electricity usage as follows:
 - (i) a Discharge may impact the amount of electricity generated from your solar photovoltaic system that you have to use from the Operated Product; and
 - (ii) a draw from the National Electricity Grid may result in additional electricity consumption in connection with an Operated Product but will not be included on your electricity bill in accordance with your Qualifying AGL Electricity Supply Contract.



- (b) Subject to clause 5.2(a)(iii), You are responsible for all energy usage charges under your Qualifying AGL Electricity Supply Contract associated with the use and operation of the Operated Product in excess of any energy allowance contained in your Qualifying AGL Electricity Supply Contract.
- (c) Despite any other clause of this Agreement, if the terms and conditions of your Qualifying AGL Electricity Supply Contract change (including any change to any charge, benefit or tariff), you acknowledge that any benefits, including financial benefits, arising under this Agreement or stated in the Welcome Letter or the Agreement Details or any estimate of system performance or other representations may be impacted.

5.3 Hardware and other battery systems

- (a) You acknowledge that the Orchestration Services will result in charge cycling of the Operated Product and that this may have an impact on the lifespan of the Operated Product.
- (b) You are responsible for all hardware, internet enabled device, internet connection, systems and software applications that you use to download, install and/or operate to access the Orchestration Services.
- (c) You acknowledge that:
 - (i) AGL cannot accept Orchestration Services in relation to the Operated Product if there is an existing solar battery at the Supply Address which is already connected to a virtual power plant (including the AGL VPP);
 - (ii) if another solar battery is installed at the Premises (but not connected to the Orchestration Services) the provision of Orchestration Services in relation to the Operated Product could impact that other battery; and
 - (iii) while AGL will use all reasonable endeavours to confine the Orchestration Services to the Operated Product, it cannot guarantee that the Orchestration Services will never cause another battery at the Supply Address to Charge or Discharge.

6. Government Credits

- (a) You may be entitled to create or receive Government Credits, including through creating energy productivity value, in connection with the supply of the Orchestration Services.
- (b) We will own, and you assign, and you consent to the ACP assigning to us, all rights in and title to any such Government Credits that may arise in relation to the Orchestration Services.
- (c) You confirm that you have not created, or assigned the right to create, any Government Credits for participation in a virtual power plant (whether or not operated by AGL) at your Supply Address previously.
- (d) We may apply for such Government Credit in your name and you authorise us to directly receive payment and grant of, or right and title to, that Government Credit. We or a third party will pass on the value of Government Credits to you to the extent required by Regulatory Requirements.
- (e) You agree to promptly do all things necessary, including providing any necessary information and signing any further documents, to ensure that this clause is effective.

7. Additional services

- (a) We may offer to add additional services (including adding additional Operated Products to this Agreement) by prior written notice to you (**Additional Services**). This written notice will set out the terms of the Additional Services including any price impacts.
- (b) If you accept the Additional Services as set out in the written notice and sign a copy of that notice, the content of the notice will be incorporated into this Agreement and any terms, including payment terms (such as the quantity and/or method for AGL Credits) in the Welcome Letter or the Agreement Details, will be varied upon your signing of that notice.

8. Variation

Clauses 5 (*Variation of this Market Contract*) of the Market Contract General Terms are incorporated by reference into this Agreement and will apply to you and the Orchestration Services with the necessary changes to include them.



9. Ending this Agreement

9.1 Termination by us

- (a) We may terminate this Agreement by giving you reasonable notice:
- (i) if your Grid Connection Agreement is terminated;
 - (ii) after the commencement of the Orchestration Services Term, if we determine acting reasonably that it is not technically or operationally feasible or commercially viable to supply the services under this Agreement;
 - (iii) if we become aware that the property located at the Supply Address to which the Orchestration Services apply has been sold, leased, sublet, licensed, transferred or assigned; or
 - (iv) if you no longer meet the Eligibility Criteria.

9.2 Termination of your Qualifying AGL Electricity Contract

This Agreement will terminate immediately if your Qualifying Electricity Supply Contract ends for any reason.

9.3 Termination by you

In addition to any other rights you have at law, you may terminate this Agreement by terminating your Qualifying AGL Electricity Supply Contract.

9.4 Effect of termination – general

- (a) Termination of this Agreement will not affect any:
- (i) accrued rights or remedies that we or you may have under this Agreement; or
 - (ii) rights or obligations stated to survive termination, or by their nature intended to survive termination.

10. Electricity distributor and consents

- (a) If we ask, you agree to appoint us as your representative to deal with your Distributor, government agency, electricity retail, Clean Energy Regulatory and Relevant Manufacturer on your behalf, including to:
- (i) make any Grid Connection Application or any similar;

- (ii) seek to amend or agree any amendment of your Grid Connection Agreement;
 - (iii) arrange your electricity Distributor's terms and conditions, including any variation of such terms and conditions, subject to your acceptance;
 - (iv) seek and receive information from about your eligibility to receive the Orchestration Services, your connection, Grid Connection Agreement, Operated Product or other related systems at the Supply Address or any other technical information relevant to the supply of the Orchestration Services.
- (b) You may withdraw the authorisation under clause 10(a) by notifying us in writing, but this may delay or disrupt our provision of services under this Agreement and we may terminate or suspend the supply of any services that are affected by the loss of such authorisation.

11. Data

- (a) You consent to the transmission of the Data to us.
- (b) To the extent the Data includes your Personal Information, clause 12 of this Agreement applies to our access to, use of and sharing of that Data.
- (c) To the extent the Data does not include (and would not in any way reveal) any of your Personal Information, you consent to:
- (i) our access to and use of the Data for any purpose we see fit (subject to applicable laws);
 - (ii) our use and sharing of the Data with third parties, including any contractor providing the Orchestration Services, the Relevant Manufacturer, the Australian Energy Market Operator, the Clean Energy Regulator, a Distributor, a government agency or any person as required under the Regulatory Requirements or any person involved in the supply chain applicable to the Orchestration Services;
 - (iii) us and our Related Bodies Corporate using your Data for internal assessments, developing new products and services and marketing activities for existing or new products and services;



- (iv) the above consents for us to use Data continuing even if we or any of our Related Bodies Corporate cease to be your electricity retailer for your Supply Address;
 - (v) us notifying third parties of your consent to allow us to continue receiving this Data as required to continue supplying you with products and services and confirmation of your consent by completing or signing documents provided to you; and
 - (vi) where permitted by Regulatory Requirements - for us to access and use information that is recorded prior to the date that you enter into a Qualifying AGL Electricity Supply Contract.
- (d) You may withdraw the consents contained in this clause 11 at any time by notifying us, but doing so may prevent us from providing you with the services and may impact the functionality of the Operated Product and Orchestration Services (and by withdrawing consent you agree that we may suspend or terminate the supply of any services under this Agreement that are affected by the loss of such consent).
- (e) This clause 11 survives termination or expiry of this Agreement.

12. Privacy

- (a) We may collect, use, disclose and store your Personal Information for the purpose of providing you with services under this Agreement. For example, we may disclose Personal Information obtained in accordance with this Agreement to manufacturers or suppliers of the Operated Product for the purpose of orchestrating the Operated Product and with third party contractors for the purposes of the installation of a Smart Meter and/or secondary meter.
- (b) We may otherwise collect, use and disclose your Personal Information in accordance with our privacy policy and credit reporting policy, which is available at: www.agl.com.au/privacy-policy, and which provides further details about the Personal Information we collect, what we do with it, where we send it, the credit reporting bodies we use and your opt-out, access, correction and complaint rights with us.

13. Liability

13.1 Your consumer law rights

- (a) Despite anything to the contrary in this Agreement, to the extent that you receive services from us as a consumer within the meaning of the Australian Consumer Law, you may have certain guarantees, rights and remedies under the Australian Consumer Law that cannot be excluded, restricted or modified by agreement (including a consumer guarantee right that the services we provide to you will be fit for the purpose disclosed and carried out by us with due care and skill).
- (b) Nothing in this Agreement operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would:
 - (i) contravene that statute; or
 - (ii) cause any term of this Agreement to be void.

13.2 Liability

- (a) You acknowledge and agree that the information and Data or reports you receive in connection with the Orchestration Services may be incomplete or vary from the data and information recorded by other metering devices, including any network electricity meter at the Supply Address. For clarity, in the event of any discrepancy, the network electricity meter will take precedence.
- (b) Subject to your rights under Australian Consumer Law, to the extent permitted by law, you and we are not liable for any loss, harm, damage, cost, expense (including legal fees) or third party claims, which the other party suffers, incurs or is liable for, including arising directly or indirectly from:
 - (i) any property damage (including damage to the Operated Product and the property at the Supply Address) caused by the Orchestration Services;
 - (ii) any errors, viruses or bugs present in or arising from the Orchestration Services or any incompatibility of the Orchestration Services with any other software or hardware;



- (iii) any damage caused to the Operated Product, or other inability to utilise the Operated Product, due to hardware or software upgrades initiated by the manufacturer;
- (iv) any charge cycling or other impacts referred to in clause 5;
- (v) the Operated Product, any other Operated Product on the Supply Address, or any electricity charges payable by you under your AGL Electricity Sale Contract or to another retailer or your distributor,

except that this clause does not exclude our liability to you for loss, harm, damage, cost, expense or claims you suffer or incur as a result of our negligence (subject to the exclusion in clause 13.2(c) below).

- (c) To the extent permitted by law and despite any other clause in this Agreement, you and we are not liable for special, indirect or consequential loss or damage including, without limitation, loss of contract, loss of profit or revenue or loss of opportunity.

14. Regulatory requirements

- (a) Where Regulatory Requirements are optional or permit the parties to vary or exclude them by agreement, if a term or condition agreed between the parties in this Agreement is inconsistent with a Regulatory Requirement, the term or condition will prevail to the extent permitted.
- (b) If:
 - (i) any matter required to be dealt with by a Regulatory Requirement is not, or is only partly, expressly dealt with in this Agreement; or
 - (ii) any term or condition of this Agreement is rendered void for inconsistency with a Regulatory Requirement,

the relevant Regulatory Requirement is incorporated into this Agreement in whole or in part as required.

15. Events outside control

- (a) If an event outside our or your reasonable control (**Force Majeure Event**) prevents us or you from complying with any obligations under this Agreement, those obligations will be suspended for the duration of the Force Majeure Event (other than any obligation to pay money). Despite anything to the contrary in this Agreement, an event will not be considered a Force Majeure Event if it relates to an Operated Product being unavailable to participate in the Orchestration Services.
- (b) The party affected by the Force Majeure Event must use its best endeavours to:
 - (i) give the other party prompt notice of, and full details about, the Force Majeure Event; and
 - (ii) minimise, overcome or remove the Force Majeure Event as quickly as practicable (however, this will not require either party to settle any industrial dispute).
- (c) The party affected by the Force Majeure Event must advise the other party about:
 - (i) the likely duration of that event;
 - (ii) the obligations affected by that event;
 - (iii) the extent to which those obligations will be affected; and
 - (iv) the steps that will be taken to minimise, overcome or remove those effects.
- (d) For the purposes of clause 15(b)(i) and only if the Force Majeure Event is widespread, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable

16. General

- (a) Clauses 17.2 (*Notices*), 17.3 (*Complaints Handling and Dispute Resolution*), 17.4 (*Waiver*), 17.5 (*Applicable Law*) and 17.6 (*Transfer of Your Market Contract*) of the Market Contract General Terms are incorporated by reference into this Agreement and will apply to you and the Orchestration Services with the necessary changes to include them.



- (b) If any part of this Agreement is or becomes illegal, void or unenforceable, this does not invalidate the rest of this Agreement, which will remain in full force and effect.

17. Defined terms and interpretation

In this Agreement:

ACP means an Accredited Certificate Provider under the NSW Peak Demand Reduction Scheme, which includes MAC Energy Efficiency Group Pty Ltd ABN 95 612 163 783 trading as MAC Trade Services.

AGL means AGL Energy Services Pty Limited ABN 57 074 821 720, and “us”, “our” and “we” have corresponding meanings.

AGL VPP means the virtual power plant system that enables AGL to coordinate the activity of battery systems.

Agreement means this contract for Orchestration Services, and the Welcome Letter, and Agreement Details, attachments and annexures and any documents referred to in those materials.

Agreement Details means the information set out in the table of that name at the front of this Agreement.

AGL Electricity Supply Contract means the electricity retail contract between us or one of our Related Bodies Corporate and you for the supply of electricity to you at the Supply Address and includes (for the avoidance of doubt) the Qualifying AGL Electricity Supply Contracts

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended or replaced from time to time.

Backup Power means any power delivered from any available energy remaining in the Operated Product while any power outage impacts the Supply Address.

Business Day means any day other than a Saturday, Sunday or public holiday in the state in which the Supply Address is located.

Charge means the drawing of electricity into the Operated Product, either from a solar photovoltaic system or from the National Electricity Grid.

CEC means the Clean Energy Council.

Clean Energy Regulator means the Clean Energy Regulator established under the *Clean Energy Regulator Act 2011* (Cth).

Consumer Code means the New Energy Tech Consumer Code administered by the CEC, as amended from time to time and subject to any exemptions approved or published by the CEC.

Data means any data relating to the Operated Product, your energy generation and consumption, net export of electricity and any other data that may be transmitted to us in connection with our provision of services under this Agreement, including your energy usage.

Discharge means the exporting of electricity to the Supply Address or the National Electricity Grid and Discharging has the same meaning.

Distributor means an entity or person who owns, controls, or operates a distribution system.

Electronic Means means any form of electronic communication including email to an agreed email address, or short message service or multi-media message service to an agreed telephone number and which may consist of notice with a link to details of the variation on our website.

Eligibility Criteria means the criteria set out in clause 2 of this Agreement that you must meet for this Agreement to be effective.

Government Credit means all rights, value, benefits, credits and certificates of any kind which derive from the provision or acceptance of Orchestration Services under a clean energy, energy productivity or carbon reduction government or regulatory program, including an incentive payment associated with or from REPs and PRCs.

Grid Connection Application means an application to your electricity Distributor to allow export of electricity from the Supply Address, (or any other changes (temporary or otherwise) to or in relation to the export of electricity from the Supply Address and any related applications for the purposes of this Agreement), including via an online portal, where applicable.

Grid Connection Agreement means the agreement between you and your electricity Distributor to allow export of electricity from the Supply Address.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time.

Hold means to cease Charging and Discharging the Operated Product.

Initial AGL Orchestration Test means an initial check conducted by us to confirm that we can orchestrate the Operated Product.



National Electricity Grid means the physical and market infrastructure required to transport and supply electricity in New South Wales, Victoria, Queensland, South Australia and Tasmania.

Market Contract General Terms means the Market Retail Contract General Terms for Small Customers Effective 1 July 2026 as varied from time to time available at agl.com.au/mrc.

Operated Product means the product(s) that you own that meets the Specifications.

Orchestration Services means the right granted by you for us to monitor, control and use the Operated Product(s) s. It includes our modifying the Operated Product(s)'s settings, including so as to cause the Operated Product(s) to Charge, Discharge or Hold.

Orchestration Services Term has the meaning given in the Agreement Details.

Personal Information has the meaning set out in the Privacy Act.

PRCs means certificates created by Accredited Certificate Providers under the New South Wales Peak Demand Reduction Scheme (PDRS), from activities that reduce peak electricity demand.

Privacy Act means the *Privacy Act 1988* (Cth).

Product Warranty means the warranty that was provided by the manufacturer and/or supplier of your Operated Product at the time of purchase.

Qualifying AGL Electricity Supply Contract means the specific AGL Electricity Supply Contracts specified in the Agreement Details to which these Orchestration Services Terms and Conditions relate.

Regulatory Requirements means any relevant Commonwealth, State or local government regulation, including all laws, regulations, subordinate legislation, proclamations, orders in council, licence conditions, codes, guidelines or standards applicable from time to time to the supply or performance of the Orchestration Services at the Supply Address.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

REPS means units (measured in gigajoules) from the Retailer Energy Productivity Scheme in effect in South Australia and other states from time to time. AGL's Virtual Power Plant is an approved activity under the South Australian Government's Retailer Energy Productivity Scheme (REPS). The Scheme provides incentives for households and businesses to save energy. For more information including the information statement go to AGL's REPS website (<https://reps.agl.com.au/residential/virtual-power-plant/>).

Smart Meter means a remotely read, digital interval billing meter that measures electricity consumption in a home.

Specifications means a solar battery system and compatible inverter as listed in the Agreement Details. We may add further make and models to the Specifications from time to time.

Supply and **Supplier** have the meaning that they have in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time.

Supply Address means the address set out in the Welcome Letter or the Agreement Details and is the address at which the services under this Agreement are or are to be supplied or performed by us.

Welcome Letter means the letter or email sent to you by us specifying the Qualifying AGL Electricity Supply Contracts.

You means the person who enters into this Agreement with us, and "you" and "your" have corresponding meanings.

17.1 Interpreting this Agreement

In this Agreement (unless the context otherwise requires):

- (a) headings are for convenience and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) all references to 'include' or 'including' or 'for example' are non-exhaustive and do not imply any limitation;
- (d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any government agency;



- (e) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (f) a reference to a person includes that person's:
 - (i) executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns; and
 - (ii) officers, employees, contractors, agents or other representatives;
- (g) when capitalised, grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (h) a period of time which:
 - (i) dates from a given day, or the day of an act or event, is to be calculated exclusive of that day; and
 - (ii) commences on a given day, or the day of an act or event, is to be calculated inclusive of that day.
- (i) an event which is required under this Agreement to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day; and
- (j) any discretion that we have under this Agreement will be exercised by us on reasonable grounds, including considerations relating to:
 - (i) whether circumstances were beyond your reasonable control, or were accidental but not negligent;
 - (ii) your history with us and our Related Bodies Corporate, including your conduct under this Agreement, your AGL Electricity Supply Contract and any previous contract with us for the sale and supply of products and services;
 - (iii) our evaluation of the likelihood that you will fulfil your obligations under this Agreement or your AGL Electricity Supply Contract in the future; and
 - (iv) the consistent application of our policies applying to similar customers in similar circumstances (including departing from these policies in relevantly different circumstances).