

Terms & Conditions – Connect and EV Charger to a Demand Aggregator

1. **(REPS Offer Validity)** Offer is valid until 15th December of the current calendar year unless sold out prior.
2. **(REPS Offer Availability)** The submission of this application does not guarantee payment or approval. All applications are subject to review and assessment by MAC TS. We reserve the right to accept or decline applications at our discretion.
3. **(REPS Credits)** All REPS energy credits created under this offer must be assigned to MAC TS's nominated Energy Retailer obliged under the REPS.
4. **(Approved Demand Aggregators)** Electric Vehicle Demand Aggregator connections where a rebate can be claimed are limited to Demand Aggregators or electricity Retailers that have been approved by the South Australian Government Department for Energy and Mining for the purposes of participating in REPS.
5. **(Product Requirements)** To be eligible, EV chargers must meet the following requirements:
 - a) Fitted with a smart control device or have in-built smart control or;
 - b) Connected to an electric vehicle that has in-built smart control.
 - c) Only EV chargers that have been supplied and installed in accordance with all relevant Australian and State Laws and regulations and all relevant Australian and International Standards are eligible for the rebate.
6. **(REPS Eligibility)** Offer applies to batteries that meet the product requirements and:
 - a) was connected to an approved Demand Aggregator in South Australia
 - b) was connected to an approved Demand Aggregator in the current calendar year
 - c) the rebate application was lodged using the date the Demand Aggregation connection took place
 - d) is an existing EV charger installation or new EV charger installation
 - e) the connection is to the EV charger in use at the address on the application
 - f) landlord / owner approval to proceed has been obtained (if required)
 - g) a REPS Activity Record is sent to the Customer via email/post
7. **(REPS Compliance)** The Customer understands that if the REPS incentive cannot be claimed by MAC TS due to a previous claim or any documentation provided is inaccurate, you may be required to repay the REPS rebate and any other administrative costs worn by MAC TS in relation with this claim.
8. **(Priority and Hardship Group Customers)** The REPS rebate may be greater for Priority or Hardship Group customers. You will need to provide proof of your Priority or Hardship Group status, and it must be valid at the time of application in order to qualify for the increased rebate. If a customer has received a Priority Group rebate but cannot provide evidence of eligibility, they will be subject to receive the lower general household rebate.
9. **(Authorised signatory)** The Customer confirms they are the authorised signatory of the above entity and will directly benefit from the ongoing end-use services provided by the equipment installed on site.
10. **(Product Availability)** Product brands and models are subject to change at any time without warning and this may impact the REPS rebate available.
11. **(Payment of Rebate)** It is the Customers responsibility to ensure the correct bank details are supplied. Failure to provide the correct BSB and account number may cause your rebate payment to be delayed or cancelled. Rebate may take up to 60 days from application to be processed and delivered.
12. **(Exclusion of Liability)** MAC TS excludes all liability for any consequences or damages arising out of any false, misleading, or incomplete information provided by the Customer.
13. **(Data Privacy)** The Customer understands that MAC TS will collect information on this form for the purpose of its compliance, and its nominated retailer's compliance, with the Electricity Act 1996 and the Gas Act 1997. You authorise MAC TS and its nominated retailer to use and disclose information about yourself to its related companies and other organisations that assist it for this and related purposes. MAC TS will collect, hold, use and disclose personal information in accordance with its privacy policy which can be located at <https://mactradeservices.com.au/privacy-policy>
14. **(Auditing - General)** This information may be used by the Regulator or other necessary parties for auditing purposes.
15. **(Phone Audit)** The Customer understands that they may be contacted via phone for the purposes of auditing. Not participating in this call may result in the incentive not being able to be claimed.
16. **(Site Audit)** The Customer understands that they may be required to participate in a physical site audit and/or telephone audit to verify the activity claim at the premises listed above by either MAC Trade Services or the Regulator.
17. **(Dispute Resolution)** If the Customer or MAC TS considers that a dispute has arisen in relation to any matter governed by this Offer, that party must give the other party written notice outlining the basis of the dispute. The parties must then meet in an effort to negotiate a resolution of the dispute on terms consistent with the provisions of this Offer. MAC TS's Complaint Handling and Dispute Resolution Procedure is located on our website <https://mactradeservices.com.au>
18. **(Governing Law)** this Contract shall be governed by the laws of South Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of that State.
19. **(Application Submission)** By submitting this application, the Customer acknowledges and agrees that it is their sole responsibility to ensure that all the information provided is true, accurate, and complete to the best of their knowledge.

Definitions

The terms set out below shall have the following meaning when used throughout the above Terms and Conditions:

Customer means the person named in the application;

Demand Aggregator means an electricity retailer or Virtual Power Plant operator who is able to remotely control the EV charger

Energy Retailer means the Obligated Energy Retailer as defined under the REPS Code;

EV means Electric Vehicle

Hardship Group means the meaning given to Priority Group Customer;

MAC TS means MAC Energy Efficiency Group Pty Ltd t/a MAC Trade Services, ABN 95 612 163 783, Unit 2, 134 Fullarton Road, Rose Park SA 5067, SA - Builders License Number BLD322897;

Priority Group Customer is defined as a person who:

- holds a Commonwealth Government Pensioner Concession Card, Health Care Card (including a Low-Income Health Care Card), TPI or War Widows Gold Repatriation Health card, Gold Repatriation Health Card (EDA), or
- receives the South Australian Government Energy Bill Concession, or
- participates in an Energy retailer hardship program or payment plan (offered and applied as per section 50 of the National Energy Retail Law), or
- receives an SA Government Energy Concession, or
- has received a referral from a registered member of the SA Financial Counsellors Association (SAFCA), or
- resides in a rental property where the weekly rental is \$500 per week or less.

REPS means the Retailer Energy Productivity Scheme;

Regulator means ESCOSA (Essential Services Commission of South Australia) who are the administrator for the REPS