

Amber Electric - SmartShift™ + Battery

Guarantee Terms and Conditions

These are the terms and conditions that apply to the Amber SmartShift™ + Battery Program and Guarantee.

1. TERM OF GUARANTEE

- 1.1. This Guarantee commences from 1 September 2021 and concludes at 11:59PM on 31 August 2022.
- 1.2. If you proceed with the Amber SmartShift™ + Battery Program, you are taken to have agreed to these terms and conditions.

2. INTERPRETATION

Capitalised terms in these Terms and Conditions are defined in the Glossary.

3. GUARANTEE

- 3.1. This Guarantee applies to customers who:
 - (a) have entered into a retail electricity supply contract with Amber Electric for the Premises;
 - (b) have joined the Amber SmartShift™ program and received an email from Amber confirming your participation in the Amber SmartShift™;
 - (c) have an internet connection at the Premises capable of maintaining a connection [90%] of the time;
 - (d) have arranged with their local distribution network service provider to accept Solar Exports into the distribution network at any time the PV System is able to produce power in excess of the consumption needs of the Premises;
 - (e) has a Smart Meter capable of measuring bi-directional power flows in good operating order at the Premises; and
 - (f) remain in the Amber SmartShift™ + Battery Program for a complete Guarantee term as described in clause 1.1.

- 3.2. If you comply with the terms of this Guarantee, Amber guarantees that your annual bill with the Amber SmartShift™ + Battery Program will be \$300 lower than the Pre-Agreed Market Retail Offer.
- 3.3. Amber will perform the calculation required to assess the Guarantee as soon as practicable after the conclusion of the Term.
- 3.4. The calculations performed under clause 3.3 will be based on your actual electricity usage and Solar Exports during the Term.
- 3.5. If your annual bill is not \$300 (or more) lower than the Pre-Agreed Market Retail Offer, Amber will provide a credit to your Amber account for the difference.
- 3.6. Under this Guarantee all payments you receive from Amber for your Solar Exports are included up to the annual limit set out in Item [2] of the Schedule, after which a Feed-In Tariff calculated and published by Amber from time-to-time according to the average [annual?] wholesale price for Solar Exports will be used for the purposes of calculating the amounts you receive for Solar Exports to which the Guarantee applies.
- 3.7. For the avoidance of doubt, any installation costs, including the costs of installing a new meter, the PV System, the Battery and any other upgrades or accessories that are required to enable the efficient operation of your PV System and Battery, are not included in the calculation of the Guarantee.

4. YOUR OBLIGATIONS

If you notice that the SmartShift™ program or your Battery or PV System are not operating or performing as you reasonably consider they should, or if your electricity bills do not reflect the proper and efficient operation or performance of the SmartShift™ program or your Battery or PV System, you must contact us as soon as practicable to enable us to attend to rectification or maintenance works and to avoid voiding the warranty applicable to your Battery or PV System.

5. OUR OBLIGATIONS

If, after you tell us your Battery or PV System may not be working as they should under clause 4.6, a fault or defect is found to have existed in your Battery or PV System (or both), we may review your electricity bills to determine when an operating problem should have been first noticed to determine whether you have taken appropriate action to bring any fault or defect to our notice in a timely manner.

6. CLAIMING UNDER THE GUARANTEE

- 6.1 To make a claim for a credit at the end of the Guarantee Period, you must supply to Amber the following information and data:
- (a) consent to allow Amber to obtain access to your metering data for the Guarantee Period;
 - (b) proof that you have retained ownership and primary occupation of your Premises throughout the Guarantee Period;
 - (c) evidence that you have paid each of your electricity bills rendered by Amber during the Guarantee Period by the due date specified on those invoices;
 - (d) consent to allow a representative or agent of Amber to access your Premises if necessary to enable us to assess the status of your Battery and PV System; and
 - (e) a copy of your Pre-Agreed Market Retail Offer.
- 6.2 The Guarantee will cease to apply and you will be ineligible to receive any credit under the Guarantee if you dispose of, assign or lease your Premises during the Guarantee Period or cease to be a customer of Amber or any of the other prerequisites for participation set out in clause 3.1 cease to apply or be true.

7. DISQUALIFICATION

Your entitlement to a credit under Part 6 will be disqualified if:

- 7.1 any of the prerequisites set out in Part 3 of this document are not met and maintained throughout the Guarantee Period;
- 7.2 any document provided to us either before or after the Guarantee Period and on which we have relied to recommend or provide the equipment and components of your Battery or PV System or both were not complete and accurate or did not reasonably provide a true picture of the circumstances of your Premises, your electricity usage or any other relevant factor; and
- 7.3 circumstances beyond your control affect the operation of your Battery or PV System or both, or the SmartShift™ program, and you have not been able to rectify the issue affecting the operation of your Battery, PV System or the SmartShift™ program, or reinstate your Battery or PV System to its former capability for any reason for a period of [two (2) weeks] or more during the Guarantee Period.

8. DISPUTES

- 8.1 If a dispute arises between you and Amber, we will both use reasonable endeavours to resolve the dispute without resorting to formal dispute resolution processes.
- 8.2 The terms and conditions of this Guarantee are to be construed in accordance with the laws of Victoria and any disputes will be determined by the exclusive jurisdiction of the courts of Victoria.

9. CONSUMER GUARANTEES

- 9.1 In addition to these terms and conditions, the equipment that comprises your Battery and PV System comes with further guarantees that cannot be excluded under the Australian Consumer Law.
- 9.2 Please note that in addition to the rights and remedies set out in this document, you may also have other rights and remedies available to you under the law.

10. ACCEPTANCE OF TERMS AND CONDITIONS

If this Guarantee has been offered to you as part of your participation in our SmartShift™ Program, you are taken to have agreed to these terms and conditions on proceeding with the SmartShift™ Program.

11. GLOSSARY

TERM	DEFINITION
Acknowledgement	Page [5] of this Guarantee which should be signed by the Customer to indicate agreement to the terms and conditions
Battery	A battery that complies with the specifications set out in Item 1 of Schedule 1.i
Customer	The person who has accepted the Guarantee and who also holds an account with Amber under an applicable market retail electricity contract
Guarantee	This document.

Guarantee Period	The period over which the performance of the Amber SmartShift™ + Battery Program is to be assessed, commencing from the date on which this Guarantee takes effect and ending on the calendar date that is 12 months later.
Pre-Agreed Market Retail Offer	<p>(a) A market retail electricity contract and applicable Basic Plan Information Document of an electricity retailer, available in the area in which the Premises are located at the time this Guarantee is accepted by the Customer and which is available for the customer's battery configuration and which the Customer selects as the indicative baseline electricity retail offer by which the Customer's payments and receipts for electricity consumption and Solar Exports will be compared at the conclusion of the Guarantee Period; and</p> <p>(b) failing the election of any such comparable market retail electricity contract and Basic Plan Information Document, will be: Powerwall customers: AGL; LG Chem batteries with Soalr Edge Inverter: the Discover VPP. Terms and conditions (see Schedule Item 3).</p>
Premises	The premises of the Customer at which the Solar PV and Battery are installed and which is named as the premises in the Amber electricity contract for the supply of electricity during the Guarantee Period.
PV System	The solar panels, battery and other equipment installed at the Customer's premises as part of the Amber Solar/Battery Program.
SmartShift™ + Battery Program	A program offered by Amber under which the performance of an optimisation program known as SmartShift™, in conjunction with a PV System and a Battery installed at the Premises, is guaranteed to outperform a comparable Pre-Agreed Market Retail Offer over the Guarantee Period.
Solar Exports	Electricity generated by your PV System at the Premises and accepted by the relevant Distributor for export into the grid

SCHEDULE

Item	Reference	Variable
1	Battery Specifications and Installers/Manufacturers	Minimum battery size 9.5kW
2	Solar Exports	2500kWh annual limit for the purpose of calculating the guarantee
3	AGL and Discover VPP	The AGL and Discover VPP Terms and Conditions, for Tesla Powerwall and Solar Edge with LG Chem, respectively, act as the default Pre-Agreed Market Retail Offer, if available to the customer, and if the customer has not presented an alternative that is reasonably acceptable to Amber.
4	Currently only available for SA customers	This Guarantee is currently only available for South Australian Amber customers.