

Attachment A

ENFORCEABLE UNDERTAKING

ESSENTIAL SERVICES COMMISSION ACT 2001

Undertaking to the Essential Services Commission under section 54ZD of the *Essential Services Commission Act 2001*

by

Ecovantage Pty Ltd (ACN 126 255 856)

1. Person giving this Undertaking

- 1.1. This Undertaking is given by Ecovantage Pty Ltd ACN 126 255 856 (**Ecovantage**) to the Essential Services Commission (**Commission**), for the purposes of section 54ZD of the *Essential Services Commission Act 2001* (**ESC Act**).

2. Background

- 2.1. Ecovantage is an Accredited Person (Account A000006) participating in the Victorian Energy Upgrades (**VEU**) Program.
- 2.2. Ecovantage operates as an aggregator under the VEU Program, and does not sell, supply, or install products directly. Instead, Ecovantage undertakes certificate procurement and creation for a range of energy and carbon reduction measures undertaken by its partners.

3. The Commission's concerns

- 3.1. The Commission considers that Ecovantage created certificates that did not comply with the requirements of the *Victorian Energy Efficiency Target Act 2007* (**VEET Act**) and the *Victorian Energy Efficiency Target Regulations 2018* (**VEET regulations**) between 7 December 2023 and 2 May 2025.
- 3.2. The relevant activities were undertaken by the Scheme Participant Service Telco Pty Ltd (in liquidation) (ACN 642 205 329) (**Service Telco**), for which the resultant certificates were created by Ecovantage.

3.3. Specifically, the Commission considers that:

- 3.3.1. Service Telco contravened clause 25 of the VEU Code of Conduct (**the code**) set out in Schedule 6 of the VEET regulations when it undertook prescribed activities that did not comply with the VEET regulations or the *Victorian Energy Upgrades Specifications 2018 (VEU specifications)*.
- 3.3.2. Ecovantage contravened clause 5 of the code by failing to ensure that Service Telco complied with the code when undertaking regulated actions in relation to a prescribed activity.
- 3.3.3. Ecovantage created certificates in relation to prescribed activities where the code had not been complied with by each person undertaking the prescribed activity (or any part of) or any regulated action associated with the prescribed activity, in contravention of Regulation 15(2) of the VEET regulations.
- 3.3.4. Ecovantage created certificates for prescribed activities that were not undertaken in accordance with the provisions of the *Electricity Safety Act 1998*, the *Building Act 1993*, or the regulations made under those Acts, in contravention of Regulation 15(1)(c) of the VEET regulations.
- 3.4. Ecovantage created up to 31,666 Victorian Energy Efficiency Certificates (**VEECs**) for 82 activities under prescribed activity 44 that likely did not comply with the requirements of the VEET Act and VEET regulations.
- 3.5. For these activities, Service Telco completed installations that did not achieve the greenhouse gas abatement as claimed, and the installation of the heat pumps was non-compliant with VEU program rules. Consumers were also instructed by Service Telco and its representatives to provide false information if asked.
- 3.6. In return, affected consumers were promised the installation of a free or heavily discounted finishing tank. This type of upgrade does not meet VEU program rules.
- 3.7. Although the conduct was not directly the result of Ecovantage's actions, as an accredited person Ecovantage is expected to have adequate controls to detect deceptive sales techniques and consumer coercion before creating certificates.
- 3.8. The commission communicated its concerns regarding the compliance of these activities to Ecovantage, and the commission notes that Ecovantage has proactively investigated the allegations and commenced the rectification required for the affected consumers at its own expense.

4. Admissions and resolution

4.1. In order to resolve the Commission's concerns, Ecovantage:

- 4.1.1. Admits and acknowledges that it has contravened the requirements of the VEET Act and VEET regulations (as per 3.3 above).
- 4.1.2. Has commenced an internal investigation into the non-compliance reported by the commission. The findings of this investigation to date have been reported to the commission.
- 4.1.3. Has referred findings of non-compliance by Service Telco to the Victorian Building and Plumbing Commission for further investigation.
- 4.1.4. Has commenced undertaking rectification works at its own cost to rectify the consumer harms incurred as a result of the conduct of Service Telco.
- 4.1.5. Has offered the undertakings set out in clause 4.2 below.

Undertakings related to rectification

4.2. Ecovantage offers the following undertakings:

- 4.2.1. Ecovantage undertakes to contact all consumers identified in **Annexure A** and offer an independent inspection of the installation.
 - 4.2.1.1. Attempts must be made through at least three different methods to contact the consumers. Attempts must be made by telephone call, email and physical letter.
 - 4.2.1.2. Ecovantage will provide the commission with details and evidence of the contact and/or attempted contact completed for each consumer.
- 4.2.2. For consumers whose operations have been impacted by Service Telco's installations and have had certificates created by Ecovantage (identified in **Annexure A**), Ecovantage undertakes to:
 - 4.2.2.1. Contract an independent plumber with knowledge of business specific operational requirements to inspect impacted sites and prepare a report of the findings.
 - 4.2.2.2. Share the report with the commission and affected consumer within three months of the Commencement Date, including the following information:

- 4.2.2.2.1. Findings relevant to the compliance of the installation with VEU program rules.
- 4.2.2.2.2. Analysis of energy consumption before and after the VEU installation, and potential energy savings that may be realised by rectifying the installation. This analysis should provide guidance to Ecovantage and the affected consumer on the best pathway forward.
- 4.2.2.2.3. Analysis of products and/or services required to “make right” the installation for the affected consumer.
- 4.2.2.3. In the event that an affected installation has caused or is likely to cause harm to human health, safety or damage to property, then Ecovantage will rectify the installation immediately.
- 4.2.2.4. Subject to consumer consent, Ecovantage will facilitate the necessary remediation or restitution activities required for affected installations (to the satisfaction of the consumer) to:
 - 4.2.2.4.1. Ensure the installation is fit for purpose, allowing business operations to return to their original state.
 - 4.2.2.4.2. Comply with the relevant installation standards.
- 4.2.2.5. Where required, Ecovantage will also assist the consumer to lodge an insurance claim with the original plumber’s insurer. This may include providing technical explanations of the identified defects or non-compliance, or providing relevant information to the insurer.
- 4.2.3. For consumers impacted by deceptive sales techniques (identified in **Annexure A**), Ecovantage undertakes to:
 - 4.2.3.1. Contract an independent plumber with knowledge of business specific operational requirements to quote an upgrade for the impacted sites and prepare a report of the findings.
 - 4.2.3.2. Share the report with the commission and the affected consumer within three months of the Commencement date, including the following information:
 - 4.2.3.2.1. Analysis of energy consumption before and after the VEU

installation, and potential energy savings that may be realised by rectifying the installation. This analysis should provide guidance to Ecovantage and the affected consumer on the best pathway forward.

- 4.2.3.3. In the event that the consumer would like to proceed with an upgrade which falls outside of Activity 44 (including the provision of a “finishing tank”), Ecovantage will cover the cost of the quoted equipment where the energy savings are calculated to be equivalent or greater than the deemed energy savings claimed under the original VEU upgrade by an independent plumber.
- 4.2.3.4. The consumer will be responsible for the remaining costs associated with the upgrade, which includes site preparation and labour.
- 4.2.4. Ecovantage will advise the commission if a consumer does not consent to rectification works, and will advise the commission of the reasons why the relevant outcomes were not able to be negotiated with the consumer.
- 4.2.5. Ecovantage undertakes to prepare three case studies for an industry stakeholder audience in relation to this Undertaking outlining:
 - 4.2.5.1. The consumer’s experience
 - 4.2.5.2. The responsibilities of an accredited person to oversee compliance with VEU legislation
 - 4.2.5.3. A summary of the identified installation issues
 - 4.2.5.4. Remedial steps undertaken by Ecovantage
 - 4.2.5.5. A summary of the energy efficiency achieved following remediation, and the tangible effects on the consumer and their business operations (as applicable).
- 4.2.6. Ecovantage undertakes to provide the commission with copies of these three case studies for review and approval prior to publication.
- 4.2.7. Within 30 days of the Commencement Date, Ecovantage undertakes to publish a notice in the terms and form (including font and formatting) on the internet homepage located at www.ecovantage.com.au (‘Ecovantage website’). Ecovantage must ensure that the notice complies with the following

specifications:

- 4.2.7.1. The notice is to be accessible through a prominent on-click link displayed in the top third of the home page of the Ecovantage website with the following specifications:
 - 4.2.7.1.1. The words “if you were a commercial Service Telco customer who received a hot water upgrade between December 2023 and May 2025 you may be eligible for remediation or redress” are to be in 36 point, bold and Ariana Pro font, in white text on an orange background, centered in a box.
 - 4.2.7.1.2. The on-click link should contain the text “Check if you are eligible & learn what to do next”.
- 4.2.7.2. The notice will be displayed on a stand-alone web page that is coded in standard HTML format;
 - 4.2.7.2.1. The body of the text of the notice is to be in a font that is no less than 18 point, black Ariana Pro font, on a white background;
 - 4.2.7.2.2. The Undertaking be accessible on the web page via a weblink in the notice, accessed by clicking on the words “You can read the court enforceable undertaking here”
 - 4.2.7.2.3. The notice page will provide an email address and phone number for consumers to contact Ecovantage should they believe they may be entitled to remediation or redress under the Undertaking.
- 4.2.7.3. The notice will not be displayed as a “pop-up” or “pop-under” window
- 4.2.7.4. The notice will remain on the Ecovantage website for the duration of the Undertaking.
- 4.2.7.5. Ecovantage will provide the commission with a list of all consumers who contact Ecovantage seeking remediation or redress in relation to the Undertaking. Ecovantage will provide the name and contact information for these consumers to the commission within 12 months from the Commencement Date of the Undertaking.

5. Commencement and Term of Undertaking

5.1. This Undertaking comes into effect on the Commencement Date, being the date when:

5.1.1. The Undertaking is executed by Ecovantage.

5.1.2. The Undertaking so executed is accepted by the Commission, and

5.1.3. Ecovantage is given notice of the Commission's acceptance of the Undertaking.

6. Compliance with Undertaking

6.1. In the event that Ecovantage has reason to believe that it has not complied with a requirement of this Undertaking, it will report that possible non-compliance to the Commission within five business days.

6.2. Ecovantage will provide further information or particulars to the Commission concerning any possible non-compliance reported to the Commission within a reasonable time upon request by the Commission.

6.3. Ecovantage acknowledges that, in the event it does not comply with the requirements of the Undertaking, the commission may apply for a court order under section 54ZE(2) of the ESC Act, and the non-compliance may affect its suitability to hold accreditation under the VEU scheme.

7. Maintaining Records and Monitoring of Undertaking

7.1. Ecovantage undertakes to maintain records confirming any actions, steps, or measures it takes pursuant to meeting the terms of this Undertaking, and retaining those records for a period of at least seven years following the conclusion of the Undertaking.

7.2. Ecovantage undertakes to produce any records in relation to any actions, steps or measures it is required to take under this Undertaking to the commission if requested during the term of the undertaking or within seven years following the conclusion of the Undertaking.

7.3. Following commencement of the Undertaking, at one month intervals, Ecovantage undertakes to provide a report to the Commission on progress made toward implementing the terms of the Undertaking.

7.4. Within one month of the conclusion of the term of the Undertaking, Ecovantage undertakes to provide a final report to the Commission on its implementation of, and

compliance with, the terms of the undertaking.

- 7.5. Ecovantage undertakes to providing the commission with comprehensive financial reconciliation of the benefits received by Ecovantage relevant to the original installations, and the subsequent costs incurred by Ecovantage following the required remediation works.

8. Acknowledgements and Publication of Undertaking

- 8.1. Ecovantage acknowledges that:

- 8.1.1. The Commission will make this Undertaking publicly available by publishing it on its website and its online Register of Enforcement Action;
- 8.1.2. The Commission may from time to time, make public reference to this Undertaking including in news media statements and in Commission publications;
- 8.1.3. This Undertaking in no way limits or affects any rights or remedies available to any other person arising from the conduct; and
- 8.1.4. Nothing in this Undertaking waives, releases or compromises any rights Ecovantage may have to seek recovery, contribution or indemnity from any scheme participant (including Service Telco), subcontractor, director or insurer in respect of the matters the subject of this Undertaking.

- 8.2. Ecovantage undertakes to publishing a copy of the Undertaking on its website for the duration of the Undertaking.

- 8.3. Ecovantage undertakes to publish a notice summarising the purpose and key terms of the undertaking, to be approved by the Commission, prominently on the Ecovantage website for the term of the undertaking or a period agreed by the Commission. This notice will prominently include an email address and phone number for consumers to contact Ecovantage if they believe they may have been affected or may be entitled to remediation or redress.

- 8.4. Ecovantage acknowledges it must pay all its own costs in relation to this Undertaking including costs associated with remediation or compensation associated with the Undertaking.

- 8.5. For the avoidance of doubt, any admission, acknowledgement or statement by Ecovantage in this Undertaking is made for the purposes of this Undertaking only and

does not constitute any admission of civil liability to any third party. Nothing in this Undertaking waives or releases any rights Ecovantage may have to seek recovery, contribution or indemnity from any other person (including Service Telco, any subcontractor, any director or officer, and any insurer).

Executed as an Undertaking

Executed for and on behalf of Ecovantage Pty Ltd ACN 126 255 856 in accordance with section 127 of the *Corporations Act 2001*:



Signature of sole director/company secretary

Name of director: Bruce Easton

Date: 25/02/2026

Accepted by the Essential Services Commission pursuant to section 54ZD of the *Essential Services Commission Act 2001* and signed on behalf of the Commission:



Name: Gerard Brody, Chairperson

Date: 26 February 2026