

# Demand Response Product

This Contract sets out the terms upon which EnergyAustralia Pty Ltd ABN 99 086 014 968 (**EnergyAustralia, we, our, us**) agrees to provide you the demand response product.

This Contract is made up of:

1. **Terms and Conditions:** This sets out the standard terms and conditions applicable to the demand response product provided by EnergyAustralia under this Contract.
2. **Product Schedule:** This sets out the special conditions that are applicable to the demand response product and any special conditions that apply to your specific Energy Storage Product (if any).

If you have any questions about this Contract, please contact [virtualpowerplant@energyaustralia.com.au](mailto:virtualpowerplant@energyaustralia.com.au)

## Terms and Conditions

### 1. DEMAND RESPONSE PRODUCT AND EVENTS

1.1 EnergyAustralia's demand response product provides an opportunity for business customers to allow EnergyAustralia to remotely control and operate their Energy Storage Product to help manage the variability in the power system, and to secure the electricity grid during unforeseen events and in doing so can earn credits on their electricity bill.

1.2 At any time while this Contract is in effect, EnergyAustralia may operate the Energy Storage Product located at the Premises in any number of ways (at the sole discretion of EnergyAustralia), which may include:

- (a) operating the Energy Storage Product so as to charge the Energy Storage Product's battery storage system directly from the local distribution network ahead of a Scheduled Request, and then discharge the energy held in the Energy Storage Product's battery storage system into the local distribution network at the time of a Scheduled Request;
- (b) operating the Energy Storage Product at the time of a Scheduled Request so as to discharge the energy held in the Energy Storage Product's battery storage system into the local distribution network; and
- (c) any other operation of the Energy Storage Product in relation to a Scheduled Request,

each a **Demand Response Event**.

1.3 EnergyAustralia anticipates (but cannot guarantee and does not warrant) that, most of the time, Scheduled Requests will occur:

- (a) for a duration between 1 and 4 hours;
- (b) between 10AM and 10PM, Monday to Friday; and

(c) for a maximum of 1 event per day with a maximum of 20 Demand Response Events per year.

1.4 You will be paid the Demand Response Payment for each Demand Response Event subject to and in accordance with these Terms and Conditions. Importantly, you will not be entitled to any payment where EnergyAustralia operates your Energy Storage Product to charge the battery storage system, but does not discharge stored energy into the local distribution network.

1.5 EnergyAustralia may (but is not obliged to) send you SMS or email notifications in relation to the demand response product including in relation to Demand Response Events.

### 2. PAYMENTS

2.1 To receive Demand Response Payments and Incentive Payments:

- (a) you must be a current EnergyAustralia retail electricity customer in New South Wales, Victoria or South Australia;
- (b) you must have a market exposed remotely read smart meter at the Premises;
- (c) neither you, nor any other person, depends on life support equipment at the Premises;
- (d) your Energy Storage Product must be installed and commissioned at the Premises, connected to the Internet and online at the time of a Demand Response Event; and
- (e) you have access to SMS and email necessary to receive notifications from EnergyAustralia and you consent to receiving notifications during the duration of this Contract.

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- 2.2 You may be entitled to receive Demand Response Payments as outlined in clause 1.4 and the Product Schedule.
- 2.3 You may be entitled to Incentive Payments as specified in item 0(b) of the Product Schedule, and subject to the conditions of the Product Schedule. However, if you terminate this Contract within the Incentive Period, EnergyAustralia will be entitled to be reimbursed for the pro rata amount of Incentive Payments paid to you as a credit (eg if the Incentive Period is 12 months and the contract is terminated after 4 months, then EnergyAustralia will be entitled to a reimbursement of two thirds of the Incentive Payments credited to you). EnergyAustralia will apply such amount as a debit against your account within 15 Business Days and this amount will be added to the next invoice issued under your Supply Contract after that date.
- 2.4 Demand Response Payments and Incentive Payments that you become entitled to will be applied as a credit on your electricity account within 15 business days and will be deducted from the next electricity invoice issued under your Supply Contract after that date.
- 2.5 You acknowledge and agree that other than the Demand Response Payments and Incentive Payments payable to you under this clause 2, you are not entitled to any further compensation or payment in relation to this Contract, your participation in this demand response product or any specific Demand Response Event.
3. **COSTS TO CUSTOMER**
- 3.1 You will be liable to pay EnergyAustralia for any electricity taken from the local distribution network to charge the battery component of the Energy Storage Product during a Demand Response Event. You will be charged and invoiced for this electricity in accordance with your Supply Contract.
4. **CUSTOMER ACKNOWLEDGMENTS**
- 4.1 Your personal safety is a paramount consideration for EnergyAustralia. You acknowledge and agree that you have considered your individual circumstances, including your personal safety and those in your care, before entering into this Contract.
- 4.2 You acknowledge that:
- (a) EnergyAustralia has provided you with access to a copy of, and you understand, the Demand Response FAQs;
  - (b) EnergyAustralia has explained to you, and you understand, how the applicable demand response product works, including the circumstances, times and duration of Demand Response Events during the Term, what will occur during a Demand Response Event and how this may impact the energy supply to your Premises;
- 4.3 You acknowledge and agree that:
- (c) EnergyAustralia has explained to you, and you understand, the need for you to consider your own specific health and safety requirements, and those of any other occupant of the Premises;
  - (d) you have considered and are satisfied that any changes or interruptions to the electricity supply that may result from a Demand Response Event under this Contract will not adversely affect your health or safety, or that of any other occupant of the Premises, including persons under your care; and
  - (e) as the frequency of Demand Response Events will depend upon factors outside EnergyAustralia's control (including the weather and directions from relevant regulators), EnergyAustralia is not obliged to schedule any Demand Response Events under this Contract.
- (a) you must not to override any signals being sent or received from the Energy Storage Product by EnergyAustralia during any Demand Response Event;
  - (b) you must not authorise anyone other than EnergyAustralia to control the Energy Storage Product;
  - (c) you are not currently participating, and will not while this Contract is in effect participate, in any other demand response program (whether or not it is the same or similar to this demand response product) offered by us or a third party in relation to the Premises without our prior written consent;
  - (d) you will maintain the Energy Storage Product in accordance with the Owner's Guide and Installation Instructions;
  - (e) you must not allow any other person to move, remove, tamper with, disable, displace or damage the Energy Storage Product, unless otherwise authorised in writing by EnergyAustralia to you. If you fail to comply with those requirements, then you will not be entitled to the Incentive Payments (as applicable), and you shall reimburse EnergyAustralia for the pro rata amount of the Incentive Payments paid to you as a credit under clause 2.3 of the Terms and Conditions;
  - (f) the Energy Storage Product may not be sold, transferred or assigned to any other person, without EnergyAustralia's prior written consent (such consent not to be

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unreasonably withheld), subject to the following:

- (i) EnergyAustralia may provide such consent on any terms and conditions it deems reasonable and necessary in the circumstances, including that any new owner, assignee or transferee meet geographic or other eligibility criteria and the new owner, assignee or transferee enter into a document (in a form provided by EnergyAustralia) accepting the terms of this Contract;
- (ii) you will be responsible for the cost of any works required to repair, move or replace the Energy Storage Product; and
- (iii) if EnergyAustralia's consent is not obtained, you will be deemed to have elected to terminate this Contract under clause 9.4 of the Terms and Conditions from completion of the sale, transfer or assignment and you shall reimburse EnergyAustralia for the pro rata amount of the Incentive Payments paid by EnergyAustralia to you up to the date of termination, in accordance with clause 2.3 of the Terms and Conditions.

## 5. AUTHORISATIONS

- 5.1 You must do all things that EnergyAustralia may reasonably require for it to obtain and maintain all necessary Authorisations to enable it to exercise its rights under this Contract, including, without limitation, the provision of information and any written consent, and the execution of documentation within a reasonable time.

## 6. ENERGY STORAGE PRODUCT

- 6.1 Upon agreeing to these Terms and Conditions, your Energy Storage Product will be enrolled in a software platform designed for monitoring, aggregation and control of multiple batteries (**VPP Platform**).
- 6.2 To the extent that you access and use any third-party user app which provides you with access to a user portal or otherwise allows you to review and manage energy output and load of your Energy Storage Product (**User App**), you acknowledge and agree that enrolment of the Energy Storage Product in the VPP Platform means that:

- (a) during a Demand Response Event, when EnergyAustralia is operating the Energy Storage Product, the usual operating modes available via the User App may change or be disabled; and
- (b) at the end of the Demand Response Event, the Energy Storage Product will return to the mode you had selected prior to the Demand Response Event.

6.3 If your Energy Storage Product was manufactured by Tesla, you acknowledge and agree that:

- (a) in order to enrol your Energy Storage Product in the demand response product, you are required to download a Tesla application (**Tesla App**), create a user profile and register your Energy Storage Product;
- (b) access to and use of the Tesla App is subject to terms and conditions between you and Tesla; and
- (c) during a Demand Response Event, the following standard operating modes within the Tesla App, may be overridden or be disabled:
  - (i) solar self-consumption;
  - (ii) time-base control; and
  - (iii) backup.

6.4 In order to enrol your Energy Storage Product in the VPP Platform, we may disclose your personal information to the manufacturer of the Energy Storage Product or to a relevant third party provider of the VPP Platform.

6.5 You acknowledge and agree that certain information regarding use of your Energy Storage Product will be collected and shared via the VPP Platform. Examples of information collected and shared via the VPP Platform includes: - Operation and system performance data of the Energy Storage Product, and other products which operate with the Energy Storage Product such as a solar PV system (this includes running state of individual components, battery temperature, communication status, uptime); - Information about your energy use, site load frequency related to the Energy Storage Product and other electrical data, including usage, production, state of charge of the battery and appliance use. This information will be collected by us, the manufacturer of the Energy Storage Product and/or the third party provider of the VPP Platform (as relevant) and may be shared amongst the parties in connection with the Demand Response Program.

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- 6.6 Without otherwise limiting clause 1.2(a), at least 20% of your Energy Storage Product's energy capacity will at all times be reserved for your own use and applications.
- 6.7 You acknowledge and agree that, by participating in the Demand Response Program, the use and functionality of your Energy Storage Product will differ, compared to a standard battery system not participating in a VPP Platform, for example:
- (a) you will be provided the opportunity to earn rewards in line with clause 2; and
  - (b) in order to derive this benefit, you will be giving up control over your Energy Storage Product for the duration of any Demand Response Events, during which we may operate the Energy Storage Product in any number of ways as described in clause 1.2.
- 6.8 You acknowledge and agree that the manufacturer of the Energy Storage Product or the third party provider of the VPP Platform (as relevant) may contact you directly to seek feedback on the Demand Response Program.
- 7. ENERGYAUSTRALIA'S LIABILITY**
- 7.1 Under the Australian Consumer Law, consumer guarantees apply to the supply of "goods" and "services" to "consumers" (within the meaning of the Australian Consumer Law). If any such consumer guarantee applies to any goods or services we supply under this Contract then our liability (if any) for any failure to comply with that guarantee in connection with any goods or services (that are not of a kind ordinarily acquired for personal, domestic or household consumption) is limited, as far as the law permits and at our option, to resupplying the goods or services or paying for their resupply.
- 7.2 Subject to clause 7.1 and to the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on EnergyAustralia are expressly excluded under this Contract.
- 7.3 To the extent permitted by law, EnergyAustralia is not liable to you for any loss, harm, damage, cost or expense arising directly or indirectly in connection with this Contract or the performance or non-performance under this Contract and whether arising under any indemnity, statute, in tort (for negligence or otherwise) or on any other basis in law or equity.
- 8. YOUR PRIVACY**
- 8.1 The clauses on privacy in your Supply Contract apply to your personal information which we collect under this Contract.
- 8.2 Subject to those clauses and our Privacy Policy, you consent to an EnergyAustralia third party service provider contacting you about participating in a study and/or research project, which may include an in-depth insights session with other EnergyAustralia retail electricity customers.
- 9. VARIATION AND TERMINATION**
- 9.1 Subject to this clause, these terms and conditions may not be varied except in writing signed by both parties.
- 9.2 EnergyAustralia reserves the right to vary the Demand Response Payments that may be payable to you by providing at least 30 days' prior written notice.
- 9.3 EnergyAustralia reserves the right to vary this Contract, by providing notice to you, to the extent reasonably necessary to reflect any changes in our arrangements with third party providers that affect our provision of the Demand Response Program.
- 9.4 You will be deemed to have accepted any changes notified to you pursuant to clause 9.2 or 9.3 unless you advise us otherwise within 30 days.
- 9.5 Either party may terminate this Contract by giving at least 30 days' prior written notice to the other party. EnergyAustralia may also terminate this Contract immediately where you have breached a material term of this Contract and have not rectified that breach within 14 days of receiving a written notice from EnergyAustralia, or where you no longer satisfy one or more of the eligibility criteria under clause 2.1.
- 9.6 Unless otherwise agreed, termination of this Contract does not terminate your Supply Contract nor any other agreement between you and EnergyAustralia.
- 9.7 If your Supply Contract ends, this Contract also terminates with effect from the same date.
- 9.8 Subject to clause 2, termination of this Contract does not affect any entitlements to Demand Response Payments or Incentive Payments that arose before termination.
- 10. GST**
- 10.1 Words defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- 10.2 The Demand Response Payments, Incentive Payments or any other consideration under this Contract include any GST payable on that supply, and EnergyAustralia is responsible for payment of that GST.

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10.3 EnergyAustralia must, within 20 business days of request from you, issue a tax invoice (or an adjustment note) to you for any supply under or in connection with this Contract.

## 11. MULTISITE CUSTOMERS

11.1 Where your Supply Contract covers multiple Premises, these Terms and Conditions apply to each of those Premises (and each Energy Storage Product at those Premises).

11.2 The Product Schedule applies to each Premises, and each corresponding Energy Storage Product, separately. Therefore, at any given time, EnergyAustralia may activate separate Demand Response Events in respect of some or all of your Premises. Each separate Demand Response Event will entitle you to a separate Demand Response Payment.

11.3 You are not entitled to separate Incentive Payments in respect of each Premises or Energy Storage Device.

## 12. GENERAL

12.1 This Contract is governed by the laws of the State in which your Premises are located (and, if your Supply Contract covers multiple premises, each State) and you agree to submit to the non-exclusive jurisdiction of the courts in that State.

12.2 You may give us a notice under this Contract by leaving it at EnergyAustralia's address or sending it to us by email. We may give you notices by mail, email or SMS. A notice given under this Contract is regarded as given and received:

- (a) if it is delivered, when it has been left at the addressee's address;
- (b) if it is sent by mail, three business days after it is posted; or
- (c) on the same day if it is sent by email or SMS between 10am and 10pm (Melbourne time) on that day.

12.3 Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Contract enforceable, unless this would materially change the intended effect of this Contract.

12.4 If there is any inconsistency between this Contract and the Supply Contract, then the terms of this Contract will prevail to the extent of the inconsistency.

## 13. DEFINITIONS

The following definitions apply in this document.

**Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Authorisation** means any consent, authorisation, accreditation, registration, filing, recording, agreement, notarisation, nomination, certificate, permission, licence, approval, permit, authority, exemption, ruling or statutorily

required policy of insurance and any renewal or variation of any of them.

**Business Day** means a day other than a Saturday or Sunday when the banks in Melbourne are open for business.

**Demand Response Payment** means a payment referred to in clause 2.2.

**Demand Response Event** has the meaning set out in clause 1.2.

**Demand Response Program** means the demand response program described in this Contract.

**Energy Storage Product** means the battery system installed at your Premises as specified in the Product Schedule.

**Incentive Payment** has the meaning given in clause 2.3.

**Incentive Period** if applicable, is the period specified in item (b) of the Product Schedule.

**Installation Instructions** means the installation instructions provided to you by the installer of your Energy Storage Product.

**NEM** means the National Electricity Market.

**Owner's Guide** means the owner's guide provided to you by the installer of your Energy Storage Product.

**Premises** means a site at which EnergyAustralia supplies electricity to you under your Supply Contract and where an Energy Storage Product is installed and commissioned.

**Product Schedule** means the "Product Schedule" that forms part of the Contract.

**Regional Reference Node** has the meaning given in the National Electricity Rules.

**Schedule Request** means a period of time for which:

- (a) low electricity supply is forecast (by EnergyAustralia or the Australian Energy Market Operator);
- (b) NEM security and reliability is at risk;
- (c) electricity network congestion is anticipated to occur; or
- (d) EnergyAustralia is conducting a test of the Demand Response program, in the region in which the Premises is located.

**Supply Contract** means the agreement between you and EnergyAustralia for the supply of electricity to you.

**Tesla App** has the meaning given in clause 6.3(a).

**User App** has the meaning given in clause 6.2.

**VPP** means Virtual Power Plant.

**VPP Platform** has the meaning given in clause 6.1.

# Demand Response Product

## Product Schedule

### Energy Storage Product

Redback Smart Hybrid System

### Payments

#### (a) Demand Response Payments

If a Demand Response Payment amount is specified in the first column below, you will be entitled to receive that Demand Response Payment upon the occurrence of the relevant event and subject to clause 9.2 of the Terms and Conditions:

Amount	Event
\$0.00	Payable per Demand Response Event.
\$5.00	Payable where EnergyAustralia has requested that you complete a survey, and such survey has been completed by you and returned to EnergyAustralia as required.

#### (b) Incentive Payments

If any Incentive Payment amount is specified in the first column below, then it will apply subject to the terms set out in the second column below.

Amount	Incentive Period	Payment Terms
\$1000.00	36 months	<p><b>Demand Response Standard Sign Up Incentive</b></p> <p>For customers who already have an Energy Storage Product installed and commissioned at their Premises.</p> <p>Payable on:</p> <ul style="list-style-type: none"><li>(a) verification by us that you have an existing Energy Storage Product installed and commissioned at your Premises;</li><li>AND</li><li>(b) signing up to this Contract.</li></ul> <p>Reimbursable as a credit to EnergyAustralia on a pro rata basis, pursuant to clause 2.3 of the Terms and Conditions, if you terminate this Contract within the Incentive Period.</p>