

# PowerResponse

## Residential Customer Demand Response Agreement

This Contract sets out the terms and conditions upon which we agree to provide you the Demand Response Program. This Contract between you and EnergyAustralia Pty Ltd (ABN 99 086 014 968) (**EnergyAustralia**) is made up of:

- 1. Terms and Conditions:** This sets out the standard terms and conditions applicable to the Demand Response Program provided by EnergyAustralia under this Contract.
- 2. Product Schedules:** This sets out the special conditions that are applicable to the Demand Response Program once the Redback Product is installed at your Premises (the actual sale and installation of that product will be governed by the Installation Contract).

You should read and understand both of these documents. If you have any questions about this Contract, please do not hesitate to contact [arenatrial@energyaustralia.com.au](mailto:arenatrial@energyaustralia.com.au).

## Terms and Conditions

### 1. **TERM**

- (a) This Contract commences on the Commencement Date and expires on the Expiry Date, subject to:
  - (i) renewal of this Contract under clause 1(b); and
  - (ii) earlier termination of this Contract under clause 8,**(Term)**.
- (b) The Term may be renewed for a further period of 12 months, on mutual agreement between you and EnergyAustralia.

### 2. **ELIGIBILITY CRITERIA**

You must satisfy the following criteria in order to be entitled to receive Demand Response Payments and Incentive Payments under clause 5 of this Contract:

- (a) you are a current EnergyAustralia retail electricity customer in New South Wales, Victoria or South Australia;
- (b) you have a "type 4" or "type 5" meter at the Premises;
- (c) neither you, nor any other person, is on life support at the Premises.

### 3. **CUSTOMER ACKNOWLEDGMENTS**

- (a) Your personal safety is a paramount consideration for EnergyAustralia. You acknowledge and agree that you have considered your individual circumstances including your own personal safety and those in your care before entering into this Contract.
- (b) You acknowledge that:

- (i) EnergyAustralia has provided you with access to a copy of, and you understand, the PowerResponse FAQs;
- (ii) EnergyAustralia has explained to you, and you understand, how the applicable Demand Response Program works, including the circumstances, times and duration of any electricity supply interruptions to your Premises during the Term;
- (iii) 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;
- (iv) you have considered and are satisfied that any electricity supply interruptions 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
- (v) you have read and understood the Product Schedule including any additional acknowledgements made by you under the Product Schedule.

#### 4. **DEMAND RESPONSE EVENTS**

EnergyAustralia may, from time to time, electronically activate a Demand Response Event in accordance with the Product Schedule.

#### 5. **PAYMENTS TO CUSTOMER**

##### 5.1 **Demand Response Payments**

- (a) You will be entitled to receive certain payments under this Contract (**Demand Response Payments**) as outlined in item 8(a) of the Product Schedule, and subject to the conditions of that Product Schedule.
- (b) Where a Demand Response Payment becomes payable to you in accordance with this Contract and the Product Schedule, EnergyAustralia will apply such amount as a credit against your account within 15 Business Days. Such amount will then be deducted from the next invoice issued under your electricity retail contract with EnergyAustralia after the credit has been applied.
- (c) EnergyAustralia may vary any of the Demand Response Payments that may be payable to you under this Contract by providing at least 30 days' prior written notice to you.

##### 5.2 **Incentive Payments**

- (a) You may be entitled to receive certain incentive payments under this Contract (**Incentive Payments**) if so specified in item 8(b) of the Product Schedule, and subject to the conditions of that Product Schedule.
- (b) Where an Incentive Payment becomes payable to you in accordance with this Contract and the Product Schedule:
  - (i) for the "PowerResponse Standard Sign up Incentive" where the customer already has a Redback Product installed and commissioned at their Premises, EnergyAustralia will apply such amount as a credit against your account within 15 Business Days, and such amount will then be deducted from the next invoice issued under your electricity retail contract with EnergyAustralia after the credit has been applied; and

- (ii) for the "PowerResponse Standard New Purchase Incentive" where the customer is purchasing a new Redback Product from EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881) under an Installation Contract:
  - (1) EnergyAustralia will apply such amount as a discount on the "Price" payable by you to EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881) under and in accordance with the Installation Contract in respect of the Redback Product. These amounts (where applicable) will be specified in the Installation Quote that forms part of the Installation Contract; or
  - (2) EnergyAustralia will apply such amount as a credit against your account within 15 Business Days, and such amount will then be deducted from the next invoice issued under your electricity retail contract with EnergyAustralia after the credit has been applied.
- (iii) for the "PowerResponse Standard New Purchase Incentive" where the customer is purchasing a new Redback Product from EnergyAustralia Partner Network, EnergyAustralia will apply such amount as a credit against your account within 15 Business Days, and such amount will then be deducted from the next invoice issued under your electricity retail contract with EnergyAustralia after the credit has been applied
- (c) Notwithstanding any other provision of this Contract or the Installation Contract, if you terminate this Contract under clause 8.1(b) or we terminate this Contract under clause 8.1(a)(i) or 8.1(a)(ii) prior to the Expiry Date, EnergyAustralia will be entitled to be reimbursed for the pro rata amount of Incentive Payments paid to you as a credit under clause 5.2(b)(i) or 5.2(b)(ii)(2) or 5.2(b)(iii), or applied as a discount under clause 5.2(b)(ii)(1) of this Contract up to the date of termination. For example, if this Contract is terminated one year into the Term (which is three years), then EnergyAustralia will be entitled to be reimbursed for two thirds of the Incentive Payments paid to you under this Contract. EnergyAustralia will apply such amount as a debit against your account within 15 Business Days. Such amount will then be added to the next invoice issued under your electricity retail contract with EnergyAustralia after the debit has been applied.

## 6. NOTICES

- (a) A notice, consent or other communication under this document is only effective if it is in writing and either left at the addressee's address or sent to the addressee by email (for notices sent to EnergyAustralia) or by mail, email or SMS (for notices sent to you).
- (b) A notice, consent or other communication that complies with this clause is regarded as given and received:
  - (i) if it is delivered, when it has been left at the addressee's address;
  - (ii) if it is sent by mail, three business days after it is posted;
  - (iii) on the same day if it is sent in electronic form by email or SMS between 9.00am (Melbourne time) and 11.00pm (Melbourne time) on that day.
- (c) A person's addresses are as set out below or as the person otherwise notifies the sender.

EnergyAustralia

arenatrial@energyaustralia.com.au

Customer Name, postal address, email and mobile telephone number as notified to EnergyAustralia.

## 7. **ENERGYAUSTRALIA'S LIABILITY**

- (a) 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.
- (b) Subject to clause 7(a) 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.
- (c) To the extent permitted by law, EnergyAustralia is not liable to you for any loss, harm, damage, cost or expense, including any indirect or consequential loss, arising directly or indirectly under or 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. **TERMINATION**

### 8.1 **Termination of this Contract**

- (a) EnergyAustralia may terminate this Contract:
  - (i) immediately where you have breached a material term of this Contract and have not rectified that breach within 14 days from receipt of a written notice from EnergyAustralia;
  - (ii) immediately where you no longer satisfy any one or more of the eligibility criteria under clause 2; or
  - (iii) upon EnergyAustralia providing you with 30 days written notice of its intention to terminate this Contract.
- (b) You may terminate this Contract by providing at least 30 days' prior written notice to EnergyAustralia, subject to clause 8.2(b).

### 8.2 **Consequences of termination**

- (a) Where this Contract is terminated by EnergyAustralia under clause 8.1(a)(iii), EnergyAustralia will pay to you all:
  - (i) Demand Response Payments; and
  - (ii) Incentive Payments,that are payable up to the date of termination, in accordance with clause 5.
- (b) Where this Contract is terminated by us under clause 8.1(a)(i) or 8.1(a)(ii) or by you under clause 8.1(b):

- (i) EnergyAustralia shall pay to you all Demand Response Payments that are payable up to the date of termination, in accordance with clause 5.1; and
- (ii) 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 5.2(c).

**9. YOUR PRIVACY**

- (a) You consent to us using, collecting, disclosing and transferring your personal information and sending you information in accordance with our Privacy Policy, available at [energyaustralia.com.au/privacy](http://energyaustralia.com.au/privacy), as amended from time to time. This may include using your personal information in order to sell, deliver and market energy to you and for customer analysis purposes. We may also provide you with information on other products and services available to our customers. Personal information is shared within our group of companies and disclosed to other service providers, including credit reporting bureaus, to the extent required to undertake these activities. Some of those companies and service providers may be located overseas. For further information, please see the "How do we use your information?" section of our Privacy Policy.
- (b) Subject to this clause 9 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.

**10. GST**

- (a) Words defined in the GST Law have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.
- (b) The Demand Response Payments or any other consideration under this Contract includes any GST payable on that supply, and EnergyAustralia is responsible for payment of that GST.
- (c) 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. GENERAL**

- (a) This Contract is governed by the laws of the State of Victoria and you agree to submit to the non-exclusive jurisdiction of the courts in that State.
- (b) This Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Contract and has no further effect.
- (c) This Contract may not be varied except in writing signed by a duly authorised representative of each of the parties.
- (d) This Contract may consist of a number of counterparts each signed by one or more parties to this Contract. When taken together, the signed counterparts are treated as making up the one document.
- (e) 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.

- (f) Each party must pay its own expenses incurred in negotiating and executing this Contract.
- (g) If there is any inconsistency between the Terms and Conditions and the Product Schedule, then the Product Schedule will prevail to the extent of the inconsistency.

## 12. 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.

**Commencement Date** means:

- (a) where you have purchased a new Redback Product from EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881) or a member of the EAPN at the same time as entering into this Contract, the date that we receive confirmation from the Redback Product installer that your Redback Product is commissioned; or
- (b) where you have an existing Redback Product installed and commissioned at your Premises, the date that you sign this Contract.

**Contract** means this contract, including the Terms and Conditions and Product Schedule.

**Demand Response Event** has the meaning set out in item 3(a) of the Product Schedule.

**Demand Response Payment** has the meaning given in clause 5.1(a).

**Demand Response Program** means the demand response program described in item 1 of the Product Schedule.

**EnergyAustralia Partner Network** or **EAPN** refers to the businesses authorised by EnergyAustralia to sell products that have been accredited by EnergyAustralia (including Redback Products).

**Expiry Date** means 31 December 2020.

**GST** has the meaning given in the GST Law.

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Incentive Payment** has the meaning given in clause 5.2(a).

**Installation Contract** means the separate contract between you and EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881) for the purchase and installation of the Redback Product at the Premises, which includes the Standard Installation Terms and Conditions and the Installation Quote; or the separate contract between you and a member of the EAPN for the purchase and installation of the Redback Product at the Premises.

**Installation Instructions** means the installation instructions provided to you by EnergyAustralia or the installer of your Redback Product.

**Installation Quote** means the quote and details provided by EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881) to you in relation to the Redback Product.

**NEM** means the National Electricity Market.

**Owner's Guide** means the owner's guide provided to you by EnergyAustralia or the installer of your Redback Product.

**Premises** means the address where your Redback Product is installed and commissioned as specified in the Installation Quote.

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

**Redback Product** means the Redback Smart Hybrid Inverter with compatible battery storage.

**Scheduled 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.

**SMS** means short message service via electronic text message.

**Standard Installation Terms and Conditions** means the document titled "Standard Terms and Conditions" which sets out the terms and conditions on which you agree to purchase, and EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881) agrees to install, the Redback Product.

**Term** has the meaning given in clause 1(a).

**Terms and Conditions** means these terms and conditions that form part of the Contract.

# Product Schedule

## Demand Response Program

### 1. Demand Response Program

The Demand Response Program is a program offered by EnergyAustralia to eligible residential customers in Victoria, South Australia and New South Wales with a Redback Product installed and commissioned at their Premises. Under this program, customers allow EnergyAustralia to remotely control and operate their Redback 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. Customers should not experience any interruption to the electricity supply at their Premises as a result of their participation in this Demand Response Program.

### 2. Application of this Schedule

This Schedule only applies where the following conditions have been met:

- (a) you satisfy the eligibility criteria in clause 2 of the Terms and Conditions;
- (b) the Redback Product has been installed and commissioned at the Premises; and
- (c) you have access to SMS and email necessary to receive notifications from EnergyAustralia and you consent to receiving notifications which do not include an unsubscribe facility.

### 3. Electronic Activation of Demand Response

- (a) At any time during the Term, EnergyAustralia may activate a demand response event by operating the Redback Product located at the Premises in any number of ways (at the sole discretion of EnergyAustralia), which may include:
  - (i) operating the Redback Product so as to charge the Redback Product's battery storage system directly from the local distribution network, and then discharge the energy held in the Redback Product's battery storage system into the local distribution network at the time of a Scheduled Request;
  - (ii) operating the Redback Product at the time of a Scheduled Request so as to discharge the energy held in the Redback Product's battery storage system into the local distribution network; and
  - (iii) any other operation of the Redback Product in relation to a Scheduled Request,each a **Demand Response Event**.
- (b) You will be paid the Demand Response Payment for each Demand Response Event.

### 4. Notifications

From time to time we may (but are not obliged to) send you SMS or email notifications in relation to our provision of the Demand Response Program to you including in relation to Demand Response Events.



## **5. Your Obligations**

- (a) You agree not to override any signals being sent or received from the Redback Product by EnergyAustralia during any Demand Response Event.
- (b) You must not authorise anyone other than EnergyAustralia to control the Redback Product.
- (c) You acknowledge and agree that you have not, and will not during the Term of this Contract participate in any other demand response program (whether or not it is the same or similar to this Demand Response Program) offered by us or a third party in relation to the Premises without our prior written consent.
- (d) You agree to maintain the Redback Product in accordance with the Owner's Guide and Installation Instructions.
- (e) You must not and must not allow any other person to move, remove, tamper with, disable, displace or damage the Redback 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 5.2(b)(i) or 5.2(b)(ii)(2) or 5.2(b)(iii), or applied as a discount under clause 5.2(b)(ii)(1) of the Terms and Conditions.
- (f) You acknowledge and agree that the Redback Product may not be sold, transferred or assigned to any other person, without EnergyAustralia's prior written consent (such consent not to be 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 agree to compensate EnergyAustralia's reasonable costs of obtaining such consent;
  - (iii) you will be responsible for the cost of any works required to repair, move or replace the Redback Product; and
  - (iv) if EnergyAustralia's consent is not obtained, you will be deemed to have elected to terminate this Contract under clause 8.1(b) 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 5.2(c) of the Terms and Conditions.

## **6. Authorisations**

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.

## **7. Revenue and costs during Demand Response Events**

- (a) You acknowledge and agree that other than the Demand Response Payments and Incentive Payments payable to you under clause 5 of this Contract, you are not entitled to any further compensation or payment in relation to this Contract, your

participation in this Demand Response Program or any specific Demand Response Event.

- (b) You will be liable for any costs incurred in respect of any electricity imported from the NEM to charge the battery component of the Redback Product during a Demand Response Event.

**8. Payments**

**(a) Demand Response Payments**

Subject to clause 5.1(c) of the Terms and Conditions, you will be entitled to receive the following Demand Response Payments:

<b>Amount</b>	<b>Event</b>
\$20.00	Payable per Demand Response Event.
\$25.00	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.

\$1000	<p><b>PowerResponse Standard New Purchase Incentive</b></p> <p>For customers who purchase a new Redback Product from EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881), or a member of the EAPN.</p> <p>Payable where you:</p> <ul style="list-style-type: none"> <li>(a) purchase the new Redback Product from EnergyAustralia Home Services Pty Ltd (ABN 43 095 759 881), or purchase the new Redback Product from a member of the EAPN; AND</li> <li>(b) sign up to this Contract, at the same time.</li> </ul>
\$1000	<p><b>PowerResponse Standard Sign Up Incentive</b></p> <p>For customers who already have a Redback 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 Redback Product installed and commissioned at your Premises; AND</li> <li>(b) signing up to this Contract.</li> </ul>