

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. If you have any questions about this Contract, please contact arenatrial@energyaustralia.com.au.

1. DEMAND RESPONSE PRODUCT

1.1 EnergyAustralia's demand response product provides an opportunity for business customers to be rewarded for reducing their net electricity usage from the grid during a period nominated by EnergyAustralia (**Demand Response Event**). EnergyAustralia may call a Demand Response Event at any time for a duration of 1 to 4 hours, typically when there is a supply and demand imbalance in the market such as during hot weather.

1.2 To call a Demand Response Event, EnergyAustralia will provide you with a demand response request (**Demand Response Request**) via SMS that specifies the day, start time and end time of the Demand Response Event. EnergyAustralia may also provide other notifications about a Demand Response Event including an SMS giving you advance notice of a potential Demand Response Event.

1.3 To participate, when you receive the Demand Response Request, you reduce your net electricity usage from the grid during the Demand Response Event by temporarily lowering energy consumption or by increasing behind-the-meter generation (e.g. turning up on-site generation or utilising energy from energy storage like on-site batteries) during the period specified in the Demand Response Request.

1.4 You may have the ability to opt-out of any Demand Response Event via the opt-out facility. If you opt-out of a Demand Response Event you will not be entitled to receive any payment as described below in clause 2.

1.5 EnergyAustralia may run multiple Demand Response Events on the same day by providing you with multiple Demand Response Requests. EnergyAustralia can cancel or change the commencement time or duration of a Demand Response Event by providing notification prior to its start time. EnergyAustralia may shorten or lengthen the duration of a Demand Response Event after it has started.

2. PAYMENTS

2.1 To receive demand response payments:

- (a) you must be a current EnergyAustralia retail electricity customer in New South Wales, Victoria or South Australia;
- (b) you must have provided EnergyAustralia an email address and mobile phone number for EnergyAustralia to contact you in respect of Demand Response Events;
- (c) you must have a remotely read interval meter at the Premises; and
- (d) neither you, nor any other person residing at the premises, depends on life support equipment at the Premises.

2.2 For each Trading Interval during a Demand Response Event where you have not opted-out,

EnergyAustralia will pay you a payment (Demand Response Payment) calculated as follows:

Demand Response Payment = Payment Rate x Volume Reduction

where:

Payment Rate = \$2/kWh

Volume Reduction (in kWh) = Baseline - Actual Consumption

Baseline = An estimate of the amount of electricity (in kWh) that you would have consumed through your Connection Point during the Trading Interval if the Demand Response Event had not occurred. The Baseline calculation methodology that EnergyAustralia is using at any given time is available on the EnergyAustralia website. <https://www.energyaustralia.com.au/business/help-and-support/faqs/business-powerresponse>

Actual Consumption = Customer electricity load in kWh as measured at the Connection Point for the Trading Interval.

2.3 The total payment for the Demand Response Event will be the sum of the Demand Response Payments for each Trading Interval across the duration of the Demand Response Event. If this amount is negative (meaning you did not reduce the amount of energy used at the Premises across the Demand Response Event), it will be given as zero so you will not receive a Demand Response Payment.

2.4 In the event of multiple Demand Response Requests in a 24 hour period EnergyAustralia reserves the right to adjust the baseline as needed to accurately reflect your usage variations during the relevant Trading Intervals.

2.5 Demand Response Payments will be calculated after the Demand Response Event and will be applied as a credit on your electricity account within 20 business days and will be deducted from the next electricity invoice after that date.

3. CUSTOMER ACKNOWLEDGMENTS

3.1 Your personal safety is a paramount consideration for EnergyAustralia. You must ensure that you consider your own personal safety and those in your care before responding to a Demand Response Request under this Contract. You should not participate where any resulting energy reduction will result in discomfort or injury sustained by yourself or those in your care.

3.2 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 any electricity supply

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interruptions to your Premises while this Contract is in effect;

- (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 electricity supply interruptions that may result from a Demand Response Request 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;
- (e) you acknowledge that the receipt of SMS and email notifications from us is an essential element of this Demand Response Product. You consent to receiving notifications which do not include an unsubscribe facility and acknowledge that we have informed you of the methods for opting out of individual events (where applicable) or the Demand Response Product more generally; and
- (f) 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 send you any Demand Response Requests under this Contract.

3.3 You acknowledge and agree that you are not currently participating, and will not while this Contract remains in force 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.

4. ENERGYAUSTRALIA'S LIABILITY

4.1 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.

4.2 Subject to clause 4.1 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.

4.3 To the extent permitted by law, EnergyAustralia is not liable to you for any loss, harm, damage, cost or expense arising directly or indirectly 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.

5. YOUR PRIVACY

5.1 The clauses on privacy in your Supply Contract apply to your personal information which EnergyAustralia collects under this Contract.

5.2 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.

6. VARIATION AND TERMINATION

6.1 Subject to this clause, these terms and conditions may not be varied except in writing signed by both parties.

6.2 EnergyAustralia reserves the right to modify the Payment Rate and the Baseline calculation methodology at any time and will notify you of material changes in writing a reasonable period before any change takes effect.

6.3 Either party may terminate this Contract by giving written notice to the other party, and in your case you may also terminate this Contract by unsubscribing from the demand response product in the manner made available to you. If the Contract is terminated by written notice under this clause, the Contract will end 14 days from the date of the written notice. If the Contract is terminated by you unsubscribing in the manner made available to you then the Contract will end and we will generally stop sending you program notifications within 24 hours of you unsubscribing but you acknowledge and agree that you may continue to receive program notifications from us for up to 14 days after unsubscribing.

6.4 Unless otherwise agreed, termination of this Contract does not terminate your Supply Contract nor any other agreement between you and EnergyAustralia.

6.5 If your Supply Contract ends, this Contract also terminates with effect from the same date.

6.6 Termination of this Contract does not affect any entitlements to Demand Response Payments that arose before termination.

7. GST

7.1 Words defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

7.2 The Demand Response Payments or any other consideration under this Contract includes any GST payable on that supply.

8. MULTISITE CUSTOMERS

8.1 Where your Supply Contract covers multiple Premises, this Contract applies to each of those Premises, subject to this clause.

8.2 EnergyAustralia may specify that some or all of your Premises is part of a particular Demand Response Event by including those details in the SMS referred to in clause 1.2 (if no particular

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Premises are specified, then subject to clauses 8.3 and 8.4, all of your Premises under the Supply Contract are part of the Demand Response Event).

- 8.3 If you Roll-in a Connection Point under your Supply Contract, we will provide the demand response product for that Connection Point, unless you request that the Connection point not be included, or if the Connection Point does not meet the eligibility requirements in clause 2.1.
- 8.4 If you Roll-out a Connection Point under your Supply Contract, you will not receive or continue to receive the demand response product in respect of that Connection Point.
- 8.5 For the purposes of calculating Demand Response Payments, each Premises that is part of a particular Demand Response Event will have a separate payment calculated in accordance with clauses 2.2 and 2.3. Each separate payment will be aggregated and credited to you in accordance with clause 2.5.
9. **GENERAL**
- 9.1 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.
- 9.2 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.

- 9.3 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.
- 9.4 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.

10. **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).

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

Connection Point means the point at which a Premises is connected to an electricity distribution network.

Premises means a site at which EnergyAustralia supplies electricity to you under your Supply Contract.

Roll-in or **Roll-out** have the meaning set out in the Supply Contract.

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

Trading Interval means each 30 minute period ending on the hour or on the half hour during a Demand Response Event.