

Demand Response Product Contract.

This Contract sets out the terms and conditions upon which EnergyAustralia Pty Ltd ABN 99 086 014 968 (**EnergyAustralia, we, our, us**) offers to provide you the demand response product. If you have any questions about this Contract, please contact 1800 089 629. This Contract is separate to your Energy Contract. The offer works as follows:

1. After you sign up to your Energy Contract, EnergyAustralia will assess your eligibility to participate in the demand response product (according to the criteria in clause 2.1 below).
2. If you are eligible, EnergyAustralia will send you an additional confirmation email summarising the Demand Response Product and offering you an opportunity to unsubscribe from the demand response product (including by calling us).
3. If you do not unsubscribe from the demand response product, then you are taken to accept EnergyAustralia's offer to provide you the demand response product in accordance with this Contract and, from time to time, EnergyAustralia may send you notifications of Demand Response Events in accordance with clause 1.2 below. You may participate in the Demand Response Event, and receive a Demand Response Payment, in accordance with this Contract.

1. DEMAND RESPONSE PRODUCT

- 1.1 EnergyAustralia's demand response product provides an opportunity for residential 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 opt-out of any Demand Response Event via the opt-out facility, if any is provided in the Demand Response Request SMS. We may also notify you of an option to opt out by calling us. If you opt-out of a Demand Response Event you will not be entitled to receive a 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.
- 1.6 EnergyAustralia can cancel or change the time of a Demand Response Event by providing a notification prior to its start time. During a Demand Response Event, EnergyAustralia may also shorten or lengthen the event by notification to you. You acknowledge that EnergyAustralia requires the flexibility to alter Demand Response Events to respond to changes in supply and demand imbalances in the market.

2. PAYMENTS

- 2.1 To receive demand response payments:

- (a) you must be a current EnergyAustralia retail electricity customer;
- (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, 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 in accordance with the rates and methodology that EnergyAustralia is using at any given time, as listed on the EnergyAustralia website: <https://www.energyaustralia.com.au/power-response>

You acknowledge that EnergyAustralia may alter the rates or methodology on its website at any time, so long as it does not alter any Demand Response Payment that is already due to you for a previous Demand Response Event, and so long as it does not alter the rates or methodology in between notifying you of a Demand Response Event under clause 1.2 and the end of that Demand Response Event.

- 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 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) you will have agreed to these terms and conditions if you do not unsubscribe from the demand response product, and you participate in a Demand Response Event and accept a Demand Response Payment credited to your bill;
 - (b) EnergyAustralia has provided you with access to a copy of, and you understand, the Demand Response FAQs;
 - (c) 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 interruptions to your Premises while this Contract is in effect;
 - (d) 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;
 - (e) 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; 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 Energy 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 EnergyAustralia may amend this Contract from time to time by posting updated terms and conditions on its website at <https://www.energyaustralia.com.au/conditions-pricing>. However, EnergyAustralia will provide notice to you of amendments to these terms and conditions that would (in our reasonable opinion) have a material detrimental impact on your rights or obligations under this Contract. You acknowledge that the amendment of the rates and methodology under clause 2.2 is not subject to this notice requirement, and that you should confirm the prevailing rates and methodology before responding to a Demand Response Event.

6.2 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.

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

6.4 If your Energy Contract ends, this Contract also terminates with effect from the same date.

6.5 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, and EnergyAustralia is responsible for payment of that GST.

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

8. GENERAL

8.1 This Contract is governed by the laws of the State in which your Premises are located and you agree to submit to the non-exclusive jurisdiction of the courts in that State.

8.2 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.

8.3 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.

8.4 If there is any inconsistency between this Contract and the Energy Contract, then the terms of this Contract will prevail to the extent of the inconsistency (unless otherwise required by law).

9. 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.

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

Energy 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.