



## Battery Set & Forget Special Conditions

These Battery Set & Forget Special Conditions (Special Conditions) form part of your Agreement with us, and apply in addition to the conditions, rights and obligations set out in your Agreement Terms, during the Plan Feature Period.

If there is an inconsistency between these Special Conditions and the Agreement Terms, then these Special Conditions will prevail in relation to the Battery Set & Forget plan and Virtual Power Plant (VPP) only.

### 1. Definition

All other words appearing in capital letters in these Special Conditions have the same meaning as when used in the Agreement Terms, unless defined below.

**Agreement Terms** means the document titled "Agreement Terms" that forms part of your Agreement with us for the sale of Energy.

**Battery System Power Capability** means the lesser of a) the battery system inverter rated power capability; and b) the maximum continuous power discharge from the battery.

**Plan Features** means the subscription pricing structure, as set out in the Details

**Carry-Forward Amount** means an unused portion of the Consumption Allowance for the relevant month, that shall be carried forward to the subsequent month pursuant to clause 6.b)

**Consumption Allowance** means the maximum monthly grid consumption (measured in kWh) applicable to your Subscription Level, as set out in clause 6 of these Special Conditions.

**Equivalent Full Cycle** means the equivalent kWh charge and discharge of a full cycle, in one or more partial cycles.

**Eligibility Criteria** means the eligibility criteria set out in clause 2 of these Special Conditions.

**Energy Management Solutions** means the services provided by us to you in connection with your Energy Storage System under these Special Conditions.

**Energy Storage System** means a battery system of one or more batteries of the same brand which is on our current list of eligible batteries as set out on our website, and is subject to change at our discretion, and any associated hardware, software, internet connections and smart meter.

**Initial Price Period** has the meaning given to it in clause 3 of these Special Conditions.

**Life Support** means you depend on life support equipment.

**Privacy Act** means the Privacy Act 1988 (Cth).

**Plan Feature Period** means the period over which you are eligible to receive a Plan Feature, as set out in the Details.

### 2. Eligibility Criteria

You must fulfill and maintain all Eligibility Criteria throughout the Term to be eligible for this Agreement and/or the continuation of your Plan Feature Period. Failure to do so may result in us ending (at our reasonable discretion) your Agreement or your Plan Feature Period.

Eligibility Criteria:

- you are not a member of another VPP trial, demonstration or product or have a controlled load tariff type;
- you are not dependent on, and/or registered for Life Support with ENGIE (please refer to our VPP Life Support Safety Policy on our website at [www.engie.com.au](http://www.engie.com.au));
- you are a SA, NSW or South East Qld Residential Customer who meets our creditworthiness and other eligibility criteria set out in the Details;
- your Energy Storage System has been registered with the ENGIE VPP fleet. This process may take some time, as set out in clause 5: Onboarding and offboarding batteries;
- you have a sufficient site export limit granted by your Distributor to allow your Energy Storage System to discharge to the local distribution network at its maximum capability (5kW minimum);

- you have a fully functioning and performing solar PV system (with a minimum 6kW and maximum 10kW inverter size) installed at your Premises and/or a Energy Storage System with a minimum capacity of 10kWh installed at your Premises;
- you have a remotely read interval meter ("Smart Meter") installed at your Premises (and, where you do not have a Smart Meter before the commencement of the Plan Feature Period, you have agreed to have a Smart Meter installed at your Premises (note that a Smart Meter is required to enable the provision of Energy Management Solutions to you));
- you must ensure that your Energy Storage System remains connected to supply at the Supply Point, and as otherwise governed by the Agreement Terms;
- you have an available, continuous and reliable internet connection at your Premises to which your Energy Storage System will be connected (and you do not have 3G or 4G internet connection);
- our communication with your Energy Storage System is reliable and continuous;
- you continue to comply with the Eligibility Criteria set out in this clause 2; and
- you have a valid Agreement for the sale of Energy with us that has not ended.

### 3. Plan Features

#### Subscription Pricing

The Subscription Price applicable to your Subscription Level are set out in the Details and fixed for a period of 12 months from the commencement of your Plan Feature Period (the "Initial Price Period").

#### Price Recalibration

Following the expiry of the Initial Price Period, we may vary the Subscription Price in accordance with our annual price review process.

We will provide you with no less than 20 business days' written notice of any variation to your Subscription Price before it takes effect. If you do not wish to continue with this Energy Plan you can terminate in accordance with your Agreement.

#### Other Plan Features

If the Details indicate that you are eligible for a Plan Feature and you continue to meet the Eligibility Criteria, you will receive the Plan Feature for the duration of the Plan Feature Period.

This will not commence until:

- you have met all of the Eligibility Criteria; and
- you have provided any information reasonably requested by us.

If a reliable and continuous communications connection to your Energy Storage System is lost for 10 consecutive Business Days or longer, we may provide notice to you that your Plan Feature will stop if the connection is not re-instated within a further 10 Business Days (unless you notify and provide reasonable substantiation that the communications connection is lost for reasons outside of your control).

If your Plan Feature is stopped but subsequently you notify us that your connection has been re-instated, and we are able to verify this, we will recommence your Plan Feature.

### 4. Management and control

You agree:

- to make the electricity in your Energy Storage System available to us;
  - to us monitoring, controlling and managing your Energy Storage System in accordance with these Special Conditions;
  - that we may, from time to time, at our discretion (exercised reasonably) subject to the 20% limitation on our usage set out in clause 6.c);
- a) draw electricity to your Energy Storage System from your solar PV system or your Distributor's distribution network;



- b) store electricity in your Energy Storage System;
- c) place your Energy Storage System on hold (cease charging and discharging) for periods of time;
- d) discharge electricity from your Energy Storage System, whether to your Premises, to a supply point in the Distribution Network, or to the national electricity grid;
- e) set the operating mode of your Energy Storage System; and
- f) engage third party providers to do any of the activities described in these Special Conditions on our behalf (including without limitation, to operate, or assist to operate, the VPP).

If the manufacturer of your Energy Storage System has restrictions on how the Energy Storage System may be operated as part of a VPP, we will operate your Energy Storage System in accordance with those restrictions provided that you or the manufacturer has drawn that to our attention.

If we draw electricity to your Energy Storage System from the national electricity grid via your Distributor's distribution network, that electricity will form part of your electricity usage for the purposes of the calculation of your charges.

## 5. Onboarding and offboarding batteries

The process of onboarding your battery to the ENGIE VPP fleet could take up to 20 business days after battery and solar system details have been confirmed by you and provided to ENGIE. The process may take longer if there are errors with the information received.

The process of offboarding your battery out of the ENGIE VPP fleet could take up to 2 months.

## 6. Usage limits and charges

### a) Consumption Allowance and Fair Use Policy

Each Subscription Level has an associated monthly Consumption Allowance, expressed in kWh, as set out in the table below. Your monthly grid consumption must remain within the Consumption Allowance applicable to your Subscription Level.

SA - Subscription Level	Lite	Standard	Extra
<b>Summer</b> (December to February)	70	70	150
<b>Autumn</b> (March to May)	150	250	400
<b>Winter</b> (June to August)	220	454	654
<b>Spring</b> (September to November)	60	60	130
<b>TOTAL</b>	1500	2500	4000

NSW - Subscription Level	Lite	Standard	Extra
<b>Summer</b> (December to February)	90	100	200
<b>Autumn</b> (March to May)	160	330	475
<b>Winter</b> (June to August)	175	314	484
<b>Spring</b> (September to November)	75	90	175
<b>TOTAL</b>	1500	2500	4000

The applicable Consumption Allowance for each Subscription Level may vary by State or Territory. The state-based consumption thresholds for Victoria, New South Wales and South Australia are as set out in the Details or as otherwise published on our website.

A tolerance of 20% above the applicable Consumption Allowance will apply before a breach is recorded (the "Fair Use Buffer"). Where your monthly grid consumption exceeds your Consumption Allowance but remains within the Fair Use Buffer, that month will not count as a breach for the purposes of this clause 6.

If your monthly grid consumption exceeds the sum of your Consumption Allowance and any Carry-Forward Amount (inclusive of the Fair Use Buffer) in any calendar month, that month will be recorded as a usage threshold breach (a "Usage Reminder").

If you receive three (3) or more Usage Reminders within any consecutive 12-month period, we may, at our discretion and upon providing you with reasonable written notice as set out in your Agreement Terms or otherwise permitted by Laws.

Where the Term of this Agreement exceeds 24 months, we may recalibrate the Consumption Allowance applicable to your Subscription Level at intervals of not less than 24 months, to reflect changes in energy market conditions, network costs or your actual usage patterns. We will provide you with not less than 30 days' written notice of any such recalibration, including the revised Consumption Allowance, before it takes effect.

### b) Carry-Forward Amount

If your monthly grid consumption is less than your Consumption Allowance in any calendar month, the unused portion of the Consumption Allowance for that month (the "Carry-Forward Amount") will roll over and be added to your Consumption Allowance for the following month. Carry-Forward Amounts will continue to accumulate on a monthly basis until the expiry of each consecutive 12-month period from the commencement Energy Plan (each an "Anniversary Date"). All accumulated Carry-Forward Amounts will expire and reset to zero on each Anniversary Date and will not transfer to any subsequent 12-month period.

### c) Limits on ENGIE usage

During the Plan Feature Period ENGIE's use of your Energy Storage System will be subject to the following limits:

- i. ENGIE will not discharge or charge your Energy Storage System more than an average of 19% of an Equivalent Full Cycle per day, calculated annually.
- ii. The limitations set out in 6(c)(i) may be waived no more than 12 times in any calendar year, in cases of extreme weather or market conditions where urgent intervention is required.
- iii. provided that your Energy Storage System is on our current list of eligible batteries (as set out on our website), ENGIE will use best efforts to follow the manufacturer's publicly available usage guidelines applicable to your Energy Storage System.

Each kWh of electricity drawn from the grid to your Energy Storage System pursuant to these Special Conditions ("VPP Usage") will be included in the Consumption Allowance calculation].

However, ENGIE will not:

- i. Allow the VPP Usage to exceed the 20% tolerance set out in 6(a) above; and/or
- ii. Allow the level of the energy stored in the Energy Storage System to drop below the following limits as a result of your participation in the Special Conditions:
  - A. 20% for Tesla Powerwall; or
  - B. the level of "reserve energy for backup power as set by the manufacturer or by Us and notified to you from time to time for any other Energy Storage Systems.

## 7. Network Tariff

You acknowledge and agree that, after the commencement of the Plan Feature Period, we may request that your Distributor (as the relevant Distribution Network Service Provider) review the network tariff (or network tariff class) applicable to your Premises in accordance with



Law and the Distributor's applicable tariff structure statement and distribution determination. We may make such a request where we reasonably consider that an alternative network tariff would be more compatible with, or better optimize, the operation of your Energy Storage System (including, without limitation, battery-compatible tariffs offered by your Distributor).

We will give you reasonable written notice before we make, or action, any request for review. For the avoidance of doubt, any change to your network tariff under this clause does not constitute a variation to the Subscription Price or a change to these Special Conditions.

## 8. Your Obligations

During the Plan Feature Period, you must:

- not permit anyone other than us to control your Energy Storage System;
- ensure that your Energy Storage System is properly functioning and connected to the internet connection at all times;
- not interfere with or override in any way the activities described in these Special Conditions (including, without limitation, by using any third-party software applications or tools to modify or alter any settings or features, or to select the operating mode, in connection with your Energy Storage System);
- promptly comply with any instruction we provide to ensure that your operation of the Energy Storage System is in compliance with these Special Conditions, including to select the operating mode; and
- otherwise continue to meet the Eligibility Criteria.

Where reasonably practicable, you must give us 20 Business Days' notice if:

- you will cease to meet any of the Eligibility Criteria (for example, if you will be moving); or
- there will or is likely to be a change to the capacity of your battery facility, solar PV system or any other associated equipment (for example, if you need to repair, remove or modify any component of the Energy Storage System).

## 9. Consent to Communications and Notices

You agree that we may send you communications (including by email, SMS or other electronic means) in connection with your Consumption Allowance, including usage warnings, Usage Reminder notifications and notices required under clause 6 of these Special Conditions.

You also agree that, in the event that the Fair Use Policy is invoked and your Agreement is terminated pursuant to clause 6, we may contact you on your registered phone number or email address to discuss alternative energy plans including a higher subscription level.

You must ensure that the contact details (including your email address) held by us are current and accurate at all times. Failure to maintain current contact details may affect our ability to provide you with usage warnings or other notices under these Special Conditions, and will not relieve you of your obligations under clause 6.

You acknowledge that, for the purposes of receiving usage threshold warnings and Usage Reminder notifications under these Special Conditions, it may be necessary for you to consent to receiving electronic communications from us. If you have opted out of receiving marketing or promotional communications from us, you acknowledge that operational communications relating to your Consumption Allowance and Usage Reminder notifications are service communications and not marketing communications, and you consent to receiving such service communications notwithstanding any marketing opt-out preferences you may have indicated.

## 10. Data

You agree to make available to us or consent to us obtaining, information relating to the amount of electricity stored in your battery facility and any other information reasonably necessary for us to evaluate or perform the services described in this contract.

You acknowledge that the Energy Storage System may capture data. To the maximum extent permitted by Law, that data will be transmitted to and owned by us.

To the maximum extent permitted by Law, you agree:

- to this transmission and ownership of data; and
- that we may use and share this data in any way that we reasonably consider helpful or necessary to evaluate or perform the Energy Management Solutions, including for the purpose of disclosing it to any third party associated with the provision of Energy Management Solutions (including our Related Bodies Corporate and personnel of ours or our Related Bodies, your Distributor and government agencies).

You acknowledge and agree that your agreement under this clause 10 will continue to apply to any data received before or after the Plan Feature Period.

## 11. Limitation of Liability

Subject to applicable Law, including the rights you have under the Australian Consumer Law, neither party is liable to the other for any Excluded Loss (as defined under the Agreement).

These Special Conditions do not affect any limitation of liability or immunity either party has under applicable Law or your Agreement.

## 12. Maintenance

You agree to:

- regularly monitor the Energy Storage System to ensure that it is operating and storing solar power;
- take all reasonable steps, at your cost, to ensure that the Energy Storage System is in good working order at all times and able to reliably and continuously communicate with us;
- maintain the Energy Storage System in a safe condition and in accordance with the requirements of the relevant manufacturer, the Clean Energy Council and the distribution network;
- ensure that any work on the Energy Storage System and equipment (to the extent required by Law), and any associated work at your Premises, is done by appropriately qualified electricians; and
- keep all vegetation, structures and vehicles at your Premises clear of the Energy Storage System.