

# Virtual Power Plant (VPP) Special Conditions

These VPP 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 VPP Benefit Period.

If there is an inconsistency between these VPP Special Conditions and the Agreement Terms, then these VPP Special Conditions will prevail in relation to the VPP only.

## 1. Definition

All other words appearing in capital letters in these VPP 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.

**Credit** means the credit(s) set out in the Details in relation to the VPP.

**Eligibility Criteria** means the eligibility criteria set out in clause 3 of these VPP Special Conditions.

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

**Energy Storage System** means a battery system approved by us and any associated hardware, software, internet connections and smart meter.

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

**VPP Benefit Period** means the period over which you will receive a Credit, as set out in the Details you received with your Agreement.

## 2. Eligibility Criteria

Credits are only available if, at all times during the VPP Benefit Period:

- you are not a member of another virtual power plant trial, demonstration or product;
- you are a SA, VIC, NSW or South East Qld Residential Customer who meets our creditworthiness and other eligibility criteria set out in the Details document provided with your Agreement;
- our communication with your Energy Storage System is reliable and continuous and your Energy Storage System has been registered into the fleet. This process may take up to 2 months to complete;
- you continue to comply with the Eligibility Criteria set out in this section 2; and

- have a valid Agreement for the sale of Energy with us that has not ended.

Additionally, Credits are only available if, at all times during the VPP Benefit Period you:

- have a fully functioning and performing solar PV system (with a minimum 5kW and maximum 10kW inverter size) installed at your Premises;
- have an Energy Storage System on our list of eligible Energy Storage Systems (as at the date you entered into these VPP Special Conditions), installed at your Premises;
- have a remotely read interval meter ("Smart Meter") installed at your Premises (and, where you do not have a Smart Meter installed at your Premises before the commencement of the VPP Benefit period, you have agreed to have a Smart Meter installed at your Premises because a Smart Meter is required to enable the provision of Energy Management Solutions to you); and
- 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).

## 3. Payment of Credits

Subject to the Details you received with your Agreement stating that you may be eligible for a Credit and you meeting and continuing to meet the Eligibility Criteria, we agree to pay you the Credit during the VPP Benefit Period.

The payment of the Credit will not commence until:

- the VPP Benefit Period has started;
- you have met all of the Eligibility Criteria; and
- you have provided any information reasonably requested by us.

After the payment of the Credit commences it will be provided to you as follows:

- a) it will be credited to your account in accordance with the period set out in the Details you received with your Agreement; and
- b) it will be shown as a credit amount on each of your electricity bills (provided the amount is not zero).

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 Credit payment will stop if the connection is not re-instated within a further

10 Business Days. If your Credit is stopped but subsequently you notify us that your connection has been re-instated, and we are able to verify this, will recommence paying your Credit.

## 4. Participation in the VPP Special Conditions

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 VPP Special Conditions;
- that we may, from time to time, at our discretion (exercised reasonably):
  - » draw electricity to your Energy Storage System from your solar PV system, the national electricity grid or the distribution network;
  - » store electricity in your Energy Storage System;
  - » place your Energy Storage System on hold (cease charging and discharging) for periods of time;
  - » 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; or
  - » set the operating mode of your Energy Storage System; and
- that we may engage third party providers to do any of the activities described in these VPP Special Conditions on our behalf (including without limitation, to operate, or assist to operate, the virtual power plant).

If the manufacturer of your Energy Storage System has restrictions on how the Energy Storage System may be operated as part of a virtual power plant, 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 or your Distributor's distribution network. That electricity will form part of your electricity usage for the purposes of the calculation of your charges.

## 5. Usage limits and charges

Over the course of any 12-month period commencing at the beginning of the VPP Benefit Period and each anniversary thereafter under these VPP Special Conditions Simply Energy will not:

- discharge more than 405 kWh of electricity from your Energy Storage System to the grid. If your Energy Plan includes a solar feed-in tariff, you will be paid that tariff for energy discharged from your battery;
- draw more than 405 kWh of electricity to your Energy Storage System from the grid or your Distributor's network. You will be charged the usage Charges pursuant to your Energy Plan for each kWh of electricity drawn from the grid to your Energy Storage System, but these charges will not exceed the aggregate amount of monthly Credits paid to you during the VPP Benefit Period until that point; and/or
- allow the level of energy stored in the Energy Storage System to drop below the following limits as a result of your participation in the VPP Special Conditions:
  - a) 20% for Tesla Powerwall; or
  - b) the level of backup power set in Your inverter during installation or as set by Us and notified to you from time to time for any other batteries.

## 6. Your Obligations

During the VPP Benefit 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 VPP 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);
- if we provide you with an instruction to ensure that your operation of the Energy Storage System is in compliance with these VPP Special Conditions, including to select the operating mode, promptly comply with our instruction; and
- otherwise continue to meet the Eligibility Criteria.

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

## 8. 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.

## 9. Specific Notice

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 generating 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).

## 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 VPP Benefit Period.