



Alice Springs
FUTURE GRID

TERMS AND CONDITIONS

FUTURE GRID SOLAR CONNECT



Alice Springs
FUTURE GRID



Jacana
ENERGY

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Background

Jacana Energy, ABN 65 889 840 667 (referred to as “we”, “our” or “us”) is collaborating with Desert Knowledge Australia, ABN 20 758 725 59 (referred to as “DKA”) to provide the Alice Springs Future Grid Trial, to investigate, amongst other things, the effect of solar battery offers on customers’ purchasing decisions and how to optimise the Alice Springs electricity network (**Trial**).

This is a binding agreement between us and any person who participates in the Future Grid Solar Connect Trial (in this agreement referred to as “you” or “your”).

This Agreement together with the Trial Schedule covers:

- a) the remote access, control and monitoring of your Solar PV and (or) Battery and any Future Grid Equipment installed at the Trial Premises, in line with clauses 4.2 and 5;
- b) the collection, storage and use of data collected by the VPP in line with clause 5; and
- c) your access and use of the Online VPP Portal, in line with clauses 7; and
- d) the financial benefits you may receive for your participation in the Trial, in line with clause 8.

The Trial Schedule will specify whether you are participating in the Battery Trial or Solar Only Trial.

You also have a separate agreement with DKA, being the Trial Phase Terms & Conditions available at [<https://alicespringsfuturegrid.com.au/solar-connect-t-c>] (**DKA Terms**). The DKA Terms cover:

- a) the assessment of the Trial Premises for suitability to participate in the Trial;
- b) the provision and installation of any Future Grid Equipment at the Trial Premises;
- c) the provision and installation of smart meter equipment at the Trial Premises; and
- d) the maintenance of the Future Grid Equipment at the Trial Premises.

1. Does this Agreement apply to you?

This Agreement applies to you if:

- a) you have the power and right to enter into this Agreement and perform your obligations under it;
- b) you have completed the Future Grid Expression of Interest application process and accepted the DKA Terms;
- c) your Trial Premises has been assessed and approved for the Trial by the Solar Connect VPP Project Team, under the DKA Terms;
- d) you agree to be placed on a monthly billing cycle and receive your bills and correspondence by emails for the duration of the Trial.

2. What is the term of this Agreement?

2.1 This Agreement will start on the later of:

- a) the date you meet all of the conditions in clause 1; or
- b) the date that you accept the Trial Schedule and these Terms and Conditions.

2.2 This Agreement will continue for a period of 12 months from the date of the VPP being activated for the Trial (Term), unless terminated earlier under clause 10.

3. Your obligations

3.1 Participation in the Trial

You acknowledge and agree that:

- a) your participation in the in the Trial is entirely voluntary and you can withdraw from the Trial at any time, as provided under clause 10.1;
- b) you will properly and safely keep and maintain the solar PV system at the Trial Premises;
- c) You will not take any steps to alter, damage, remove or interfere with any of the Battery, Solar PV system or Future Grid Equipment controls, functionality or connections for the Term;
- d) you will not take any steps to prevent the User Data being transmitted to us;
- e) you will make your own enquiries to find out how participating in the VPP may impact your solar Battery's product warranty and you agree that we are not liable for any loss, damage or liability you may suffer as a result of the impact of the VPP services on any of the above;
- f) if any of your information or circumstances change, you must notify us in writing within ten (10) business days of you becoming aware of any such change. This information includes if you vacate or sell the Trial Premises, or if you no longer meet the eligibility criteria;
- g) we may use a reasonable amount of bandwidth (at no cost to us) to support your participation in the Trial;
- h) we may (but are not obliged to), make any enquiries (to you directly or to relevant third parties), at any time, about you, your Trial Premises, and your participation in the Trial that we deem necessary to confirm that you meet the eligibility criteria set out in clause 1; and
- i) if you do not provide the information that we request under clause h), we may not be satisfied that you meet the eligibility criteria set out in this clause 1.1 and may terminate this Agreement and your participation in the Trial.

3.2 Maximising performance of the Battery

You must notify us if:

- a) you add, or intend to add, additional PV generation or battery storage capacity at the Trial Premises. Any added component or capacity must be compatible with the VPP and other existing hardware;
- b) if the Battery or solar PV system will be unavailable for a period of time; or
- c) the Trial Premises will be vacant for a period of more than 14 days in any given month.

4. Our obligations

4.1 Solar Only Trial Tariff

- a) For the Solar Only Trial, you will have access to the existing Jacana Energy Published Tariffs for the supply and sale of electricity as published on our website at jacanaenergy.com.au, which are subject to change from time to time.
- b) The amount of energy that your solar PV system can export into the grid may be updated remotely through the VPP. This may occur a number of times per month at the discretion of the System Controller and as agreed in your Trial Schedule.

4.2 Battery Trial Tariff

- a) For the Battery Trial, you can remain on your existing Jacana Energy Published Tariff as per clause 4.1a) above, or you may elect to access the Solar Connect VPP Tariff published at alicespringsfuturegrid.com.au, subject to the terms set out in clause b) below.
- b) If you choose the Solar Connect VPP Tariff:
 - i. Your Battery will be scheduled to charge and discharge electricity within the Solar Connect VPP Tariff windows daily for the duration of the Term.
 - ii. The Solar Connect VPP Tariff will use Shadow Prices and will not affect the existing tariffs for electricity usage and solar export applicable to your Jacana Energy account.
 - iii. When the Trial ends, the Solar Connect VPP Tariff and any other financial benefit you received as part of the Trial offers, will cease.

4.3 Use of Reserved Capacity

This clause 4.2 applies for the Battery Trial only:

For the purpose of the Trial, we must:

- a) set the software we use as part of the VPP to:
 - i. permanently reserve 1.75kWh of the Battery's capacity (the Reserved Capacity) to be held in standby for the provision of essential services to maintain grid stability and security and to shift solar energy, if and when required by the System Controller (as defined in the *Electricity Reform Act 2000* (NT));
 - ii. enable the provision of any other services or conducting of any tests, if and when required by the System Controller; and
- b) provide you with advanced notice where practical, if there is a significant variation to the use of your Battery for the Trial.

You acknowledge that:

- a) the Reserved Capacity in the Battery means there may be less capacity available for your household's use; and
- b) the VPP services may result in additional charging and discharging of the Battery, and that this may have an impact on the lifespan of the Battery and its throughput warranty.

4.4 Demand Response

This clause 4.4 applies for the Battery Trial only. For the purpose of the Trial, we will use your battery for demand response, for approximately one hour per day (though the duration may vary day to day at the discretion of the System Controller, and will be averaged out over the month).

During that time, the System Controller will be able to direct your battery to charge/discharge to benefit the power system and for testing purposes. This may result in energy from your battery being discharged to the grid, or energy from the grid being used to charge your battery.

5. Use of Data

- a) We will monitor your User Data through the VPP, including but not limited to, the generation and export of electricity from your solar PV system, electricity storage, charge and discharge in the Battery, and your household electricity usage.
- b) You acknowledge and agree that we may use, reproduce, adapt, modify, communicate, license, broadcast, distribute, publish, commercialise, disseminate and exploit your User Data collected during the Trial for any purpose and in any way, including for purposes that are not related to the Trial, providing that any Personal Information associated with the data is managed in accordance with our Privacy Policy available on our website at www.jacanaenergy.com.au/privacy.
- c) Without limiting clause b) above, this includes sharing your User Data for research and analysis purposes, with our Trial Partners and any of their subcontractors that perform services or functions in respect of the Trial.

6. Intellectual property

All intellectual property that is created as a result of, or in relation to, the Trial (including your User Data and any intellectual property rights in relation to your User Data), vests in us on its creation. You agree that you have no rights in relation to this intellectual property or to any of our existing or future intellectual property that we may contribute to the Trial.

7. VPP online app/portal

- a) If the Trial Premises is found to be suitable for participation in the Trial, we will provide you with access to an Online VPP Portal, free of charge.
- b) We will give SwitchDin the information required to enable you to access the Online VPP Portal and participate in the Trial, including (but not limited to) your name, Trial Premises address and NMI, contact details, Future Grid Equipment serial number(s) and details of your solar PV and Battery system (where applicable). You consent to us providing this information to SwitchDin, provided that we do so in accordance with our Privacy Policy. You agree that SwitchDin may store, use, disclose and otherwise handle this information for the purpose of providing the Online VPP Portal, as in accordance with its own privacy policy.
- c) Before you can access and use the Online VPP Portal, you will need to register for the Online VPP Portal. We will provide you with instructions on how to register.
- d) You must access and use the Online VPP Portal only in accordance with this agreement and SwitchDin's End User Licence Agreement (**EULA**). It is your responsibility to ensure that you have read, are comfortable with SwitchDin's terms and conditions, and comply with all of the terms and conditions.

- e) You acknowledge and agree that:
 - i. the Online VPP Portal will only integrate with the Future Grid Equipment and is subject to your compliance with any other instructions or specifications provided by us or the provider;
 - ii. the Online VPP Portal may not integrate or perform as intended, where you or any other unauthorised person have altered the Future Grid Equipment; and
 - iii. we will not accept any responsibility or liability for any failure of the Online VPP Portal where the failure is a result of any changes to the Future Grid Equipment as contemplated by clause ii above.
- f) If there are any costs associated with continued access to the Online VPP Portal after this Agreement has ended, you must either pay those costs or cease using the Online VPP portal.
- g) If you experience issues accessing the Online VPP Portal during the Term of this Agreement, you may contact us by email at futuregrid@jacanaenergy.com.au. We will use reasonable endeavours to liaise with SwitchDin on your behalf, and attempt to have the issue investigated and resolved.
- h) Without limiting clause 11, we will have no liability whatsoever for the provision of the Online VPP Portal. You indemnify and hold us harmless from and against any and all loss or damage (including consequential, indirect or special loss) incurred by or in connection with your use of the Online VPP Portal, including but not limited to loss or damage arising from your breach of the SwitchDin EULA.

8. Payments

8.1 Billing and Invoicing

We will issue invoices and statements during the Term:

- a) You will continue to receive and pay your Standard Jacana Energy Electricity Bill based on your existing contract for sale of electricity and power purchase agreement for your solar PV system;
- b) You may receive financial benefit for participation in the Trial, as outlined in clause 4.1 above and 8.2, which will be applied to your Jacana Energy account; and
- c) You will receive a Trial Activity Statement with additional information about your Trial activity. This statement will be for information only and no payment will be required.

8.2 Virtual Power Plant Participation Credit

- a) If expressly stated in your Trial Schedule, we will provide you a fixed VPP Participation Credit, in exchange for your participation in the Trial.
- b) The credit will be applied to your Jacana Energy electricity account monthly and shown on your Standard Jacana Energy Electricity Bill once the Trial Premises is connected to the VPP, and the VPP is active, subject to the availability of reliable and continuous communications connection to your Trial Provided Equipment.
- c) At our discretion, and upon prior notice to you, we may stop paying the credit if a communications connection is lost for ten (10) consecutive days or longer. We will not recommence paying the credit to you until communications are re-established.
- d) If you do not comply with your obligations under clause 3 we may also suspend any credit we provide to you until you comply with those obligations to our satisfaction.

8.3 GST

- a) In this clause 8.3, a word or expression defined in the ***A New Tax System (Goods and Services Tax) Act 1999*** (Cth) has the meaning given to it in that Act.
- b) Any consideration to be paid or provided for a supply made under or in connection with this Agreement, unless specifically described in this Agreement as 'GST inclusive', does not include an amount on account of GST.
- c) Despite any other provision in this Agreement, if a party (**Supplier**) makes a supply under or in connection with this Agreement on which GST is imposed (not being a supply the consideration for which is GST inclusive), the consideration payable or to be provided for that supply under this Agreement but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply.
- d) If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

9. Variation

We may vary this Agreement by 30 days' written notice to you, at any time. Your continued participation in the Trial will be taken as acceptance of such variations. If you do not agree with a variation, you may terminate this Agreement in accordance with clause 10.1d).

10. Termination

10.1 When can you terminate this Agreement?

You may terminate this Agreement:

- a) If we commit a material breach of this Agreement and that breach is not able to be remedied or (if it is able to be remedied) we do not remedy that breach within sixty (60) days from the date of a notice from you requiring us to remedy that breach;
- b) If we give you notice of a proposed variation to this Agreement which has a material detriment to you and you do not accept that variation by terminating this Agreement; or
- c) If you sell or move out of the Trial Premises.
- d) For any other reasons with 30 days' written notice.

10.2 When can we terminate this Agreement?

We may terminate this Agreement if:

- a) you commit a material breach of this Agreement and that breach is not able to be remedied or (if it is able to be remedied) you do not remedy that breach within sixty (60) days from the date of a notice from us requiring you to remedy that breach;
- b) your Electricity Supply Agreement with us is terminated at any time before the end of the Term;
- c) you advise us that the Trial Premises has been sold, leased, sublet, or assigned to a third person or party;
- d) you no longer meet the eligibility criteria set out in clause 1 and the DKA Terms; or
- e) for any other reason by giving you 30 days' notice.

10.3 Consequences of termination

Upon termination or expiry of this Agreement:

- a) You will be entitled to retain the VPP Participation Credits, which you have received as at the date of termination, and we will pay you the VPP Credits that have accrued up to the date of termination.

- b) Any data collected up to the date the termination takes effect, will be retained and may continue to be used by Jacana Energy, the Trial Partners and their relevant subcontractors, for research and analysis purposes, including publication in scientific papers, public reports, media releases, fact sheets and other works or mediums. When publishing this information, your User Data will not be personally identifiable, and your name will not be connected with the information.

11. Liability

11.1 Indemnity

Subject to the limitations in this clause 11, you indemnify us and our employees, agents and contractors (**those indemnified**), and will hold those indemnified harmless, against all actions, claims, charges, costs (including legal costs), expenses, losses, damages and other liability they may sustain or incur as a consequence of:

- a) a breach of this Agreement or the SwitchDin EULA by you; or
- b) any loss or damage to any property or injury or death of any person caused by any act or omission by you.

11.2 Exclusion of liability

Subject to clause 11.3, to the maximum extent permitted by law:

- a) we are not liable to you for any loss, damage, liability, costs or expenses of any kind (including without limitation any consequential, indirect or special loss) arising from or in connection with your participation in the Trial, for our administration of the Trial or any acts or omissions arising out of or in connection with this Agreement; and
- b) we give no condition, warranty or undertaking, and make no representation, to you about the condition, suitability, reliability, accuracy, quality, quantity, fitness for purpose, performance or safety of the Online VPP Portal or Future Grid Equipment supplied under this Agreement.

11.3 Application of Australian Consumer Law

Nothing in this Agreement is to be taken to exclude, restrict or modify any rights of recovery or compensation you may have under the Australian Consumer Law or any condition, warranty or guarantee that we are prohibited by law from excluding, restricting or modifying. All other conditions, warranties and guarantees, whether or not implied by law, are excluded.

12. Confidential information

You acknowledge and agree that:

- a) you must keep confidential any confidential information that we disclose to you, in connection with this Agreement; and
- b) you must only disclose that confidential information to a third party, with our consent, or where you are required by law to do so.

13. Dispute resolution

- a) If any dispute or disagreement arises out of this agreement, a party must give the other party written notice setting out details of the dispute. During the 14 days after notice is given, both parties must use reasonable endeavours and act in good faith to resolve the dispute by negotiation.
- b) A party must comply with clause 13a), before starting arbitration or court proceedings (except proceedings seeking interlocutory relief).

14. Notices

- a) Any notice given to us under this Agreement, must be in writing and sent by email to **futuregrid@jacanaenergy.com.au**, or by post to Jacana Energy, GPO Box 2601, Darwin NT 0801.
- b) We will give notice to you under this Agreement, by sending it to your residential street address or nominated email address.

15. General

- a) The rights and obligations under clauses 5, 6, 11 and 12 and any other term by its nature intended to survive termination or expiry of this deed, survives termination or expiry of this agreement.
- b) You may assign your rights under this Agreement with our prior written consent. We may assign or novate our rights under this Agreement, by prior notice to you.
- c) This Agreement is governed by the law in force in the Northern Territory and you and we irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Northern Territory.
- d) A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.
- e) A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- f) Nothing in this Agreement deems either party to be an employee, partner, agent, joint venturer or representative of the other party.
- g) We will not be liable for any failure or delay in the performance of our obligations under this Agreement, to the extent that failure was caused or contributed to by any event outside of our reasonable control.

Definitions

Australian Consumer Law – means Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time.

Battery – means the energy storage system, its inverter and other enabling components and installed at the Premises and used in the Trial.

DKA Terms – means the Terms & Conditions applicable to the Trial as between you and DKA.

Electricity Supply Agreement – means the contract between you and us for the supply of electricity to you at the Trial Premises.

Future Grid Equipment – means hardware supplied by SwitchDin ware to be installed at the Trial Premises for the purposes of your participation in the Trial, including all substitutions, replacements or extensions of that equipment and all related accessories, manuals and instructions.

Jacana Energy Electricity Sale Agreement – means an agreement between you and us for the purchase of electricity supplied at the Trial Premises.

Online VPP Portal – means the portal that allows you to access the user data or part thereof online through your computer or mobile device.

Published Tariffs – has the meaning given in clause 4.1a).

Reserved Capacity – means an amount of kWh of the Battery's usable capacity reserved for the Trial.

Shadow Price – means the monetary value assigned to the tariff options developed for the Trial.

Standard Jacana Energy Electricity Bill – means the invoice that all Jacana Energy residential and business customers receive. This bill is payable in accordance with the terms available at jacanaenergy.com.au/contract.

SwitchDin – means SwitchDin Pty Limited ACN 154 893 857, the provider of the Future Grid Equipment and Online VPP Portal.

Solar Connect VPP Project Team – means Jacana Energy, Power and Water Corporation, Arid Lands Environment Centre and Desert Knowledge Australia.

Solar Connect VPP Tariff – means a tariff option that is made available to you for the duration of the Battery Trial, as stated on your Trial Schedule.

System Controller – means the statutory agency responsible for overseeing the safe, secure and reliable operation of the Northern Territory's regulated power systems.

Trial Activity Statement – means a non-binding shadow invoice sent to you for the purpose of the Trial. This is different from your Standard Jacana Energy Electricity bill, which you are liable to pay for the electricity you use.

Trial Partners – means Jacana Energy, Power and Water Corporation, Territory Generation, Arid Lands Environment Centre, Desert Knowledge Australia, Ekistica, The Intyalheme Centre for Future Energy and CSIRO.

Trial Premises – means the premises which you have registered to participate in the Trial.

Trial Schedule – means a set of detailed terms that are specific to you and forms part of your Agreement with Jacana Energy for the Trial.

User Data – means any data regarding electricity generation, storage, consumption and exportation at the Trial Premises including:

- a) data generated or transmitted by parts of the Trial Provided Equipment, including the amount of solar PV electricity generated, used, exported to the network and stored, the amount of electricity imported from the network (including as generated or measured by your electricity meter and inverter);
- b) any data or other information relating to generation management at the Trial Premises; and
- c) information relating to Battery state of charge (where applicable), voltage, active power, reactive power, current and frequency, both on a net and a real-time basis.

Virtual Power Plant (VPP) – means a network of distributed solar batteries and solar PV systems, which are connected and can be operated as one by a retailer or network provider, using a central platform.

VPP Participation Credit – means a fixed amount that you will be paid quarterly in exchange for your participation in the Trial (including where applicable the grid support services your Battery provides to the electricity power system through the Virtual Power Plant).



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