

Energy Masters Terms and Conditions

Recitals

- A** The Project Partners are engaged to deliver Energy Masters.
- B** The Participant has submitted an expression of interest (**EOI Process**).
- C** The Participant was identified as appropriate from information submitted during the EOI Process and has been invited to apply to participate in Energy Masters.
- D** The Participants will be required to participate in the Research Requirements.
- E** These Terms and Conditions govern the Participant's participation in Energy Masters and the Participant agrees to be bound by these Terms and Conditions.

Operative Part

1. Definitions

- (a) **Appliances** means either:
 - (i) electric split system heating and cooling air-conditioning unit;
 - (ii) heat pump hot water system; or
 - (iii) smart electric vehicle charger,and a reference to 'Appliances' is either the Appliances jointly or separately.
- (b) **Consumer Energy Resources** means devices including but not limited to solar PV systems, home batteries, hot water heaters, electric vehicles, pool pumps and split system air conditioning units.
- (c) **Duration** means 1 November 2024 to 31 December 2027.
- (d) **Eligibility Criteria** means the criteria listed in clause 3(b).
- (e) **Energy Masters** means the demand flexibility pilot program operated by the Project Partners.
- (f) **Energy Use Data** means data related to the consumption of electricity at the property, including data sourced from the residential electricity meter, the consumption and generation of electricity from electricity meter, Home Energy Management System and any connected Appliances or Consumer Energy Resources installed at the property.
- (g) **Home Energy Management System** means the Clipsal Cortex device provided to the Participant for Energy Masters and installed on the switchboard at the property to track and record the flows of electricity using hardware installed at the property and software connected via the internet and controlled via the Clipsal Cortex App.
- (h) **Joint Privacy Disclosure Statement** means the privacy statement developed by the Project Partners governing the sharing and use of Personal Information and Energy Use Data.
- (i) **Project Partners** means:
 - (i) SA Power Networks (ABN 13 332 330 749);
 - (ii) The Minister for Energy and Mining for and on behalf of the Crown in right of the State of South Australia acting through the Department for Energy and Mining (ABN 83 768 683 934);
 - (iii) EnergyAustralia Pty Ltd (ABN 99 086 014 968);
 - (iv) Amber Electric Pty Ltd (ABN 98 623 603 805);
 - (v) RACE for 2030 Limited (ABN 46 640 317 559) represented by the Research Partners;

- (vi) New Energy Group Pty Limited (ABN 54 629 717 595) trading as Clipsal Cortex;
- (vii) MAC Energy Efficiency Group Pty Ltd (ABN 95 612 163 783) trading as MAC Trade Services (**MAC Trade Services**);
- (viii) Plenti Pty Limited (ABN 29 161 376 638);
- (j) **Participant** means the individual completing the application for participation in Energy Masters and agreeing to these terms and conditions.
- (k) **Participant Information Statement** means the research information statement published by the Research Partners for the Participants to describe the research activities for Energy Masters.
- (l) **Personal Information** has the meaning given to it in the *Privacy Act 1988* (Cth).
- (m) **Research Partners** means the following researchers:
 - (i) RACE for 2030 Limited (ABN 46 640 317 559)
 - (ii) University of South Australia (ABN 37 191 313 308);
 - (iii) University of New South Wales (ABN 57 195 873 179);
 - (iv) University of Technology Sydney (ABN 77 686 961,together with:
 - (v) SA Power Networks (ABN 13 332 330 749) ;
 - (vi) The Minister for Energy and Mining for and on behalf of the Crown in right of the State of South Australia acting through the Department for Energy and Mining (ABN 83 768 683 934).
- (n) **Research Requirements** means the research participation requirements in clause 4(b).
- (o) **Subsidy or Subsidies** means subsidies offered by the Project Partners for participation in Energy Masters.

2. Relationship of the parties

Nothing in or arising out of this Agreement creates any fiduciary, partnership or joint venture relationship between the parties or give a party authority to bind the other party in any way.

3. Eligibility

- (a) To be eligible to participate in Energy Masters, the Participant must meet the Eligibility Criteria for the Duration.
- (b) The Participant must:
 - (i) be over 18 years of age; and
 - (ii) own and occupy a detached or semi-detached house that is connected to the SA Electricity Distribution Network; and
 - (iii) have a smart meter at the property, or consent to upgrade to a smart meter; and
 - (iv) be named on the electricity bill, or be responsible for or contribute to the cost of the electricity bill; and
 - (v) not have anyone living in your property with a medical condition that relies on continuous supply of electricity to run critical medical equipment; and
 - (vi) consent to a Home Energy Management System being installed on the property on the switchboard; and
 - (vii) meet the following Appliance requirements:
 - (A) either:

- i. already have an existing split system air conditioning unit at the property, or
 - ii. purchase and install, a split system air conditioning unit offered by Energy Masters; and
 - (B) either:
 - i. have an existing electric resistive hot water system; or
 - ii. purchase and install a heat pump hot water system offered by Energy Masters; and
- (viii) engage MAC Trade Services to install the Home Energy Management System and any Appliances to meet the Appliance requirements in clause 3(b)(vii) and agree to MAC Trade Services Terms and Conditions applicable to the supply of goods and services;
- (ix) agree to participate in the Research Requirements; and
- (x) agree to the Demand Flexibility Terms and Conditions forming part of Energy Masters.

4. Research Participation

(a) Participant Information Sheet

- (i) The Participant acknowledges and agrees that the Participant Information Sheet will be provided on commencement of the Duration.
- (ii) The Participant Information Sheet may be updated from time to time and any updates to the Participant Information Sheet will be communicated to the Participants.

(b) Research Requirements

It is a condition of the Participant's continued participation in Energy Masters that:

- (i) the Participant consents to the Project Partners:
 - (A) accessing the Participant's historical Energy Use Data at the property for the preceding 18 to 24 months from the commencement of the Duration of Energy Masters;
 - (B) accessing for the Duration:
 - i. Energy Use Data;
 - ii. data concerning the operation of the Home Energy Management System;
 - iii. data concerning the operation of the Appliances;
 - iv. data concerning the operation of any solar PV system and/or battery system connected to the Participant's property;
 - v. data and information concerning the Participant's interaction and use of the Clipsal Cortex App;
- (ii) the Participant completes the research activities facilitated by the Research Partners as specified in the Participant Information Statement.

(c) Voluntary Research Participation

- (i) The Participant acknowledges and agrees that:
 - (A) the Research Partners may seek further research participation from the Participant; and
 - (B) any further research participation outside of the Research Requirements is voluntary and subject to consent of the Participant.

- (ii) Any voluntary further research which will be advised by the Research Partners from time to time or as described in the Participant Information Sheet.

5. Appliances and Subsidies

(a) Appliances

- (i) The Participant acknowledges that it will receive a subsidised Home Energy Management System.
- (ii) Subject to clause 3(b)(viii), the Participant may also purchase any of the Appliances. In the event that the Participant purchases any of the Appliances, the Participant will be required to agree to the Terms and Conditions provided by MAC Trade Services, including but not limited to access to the property, payment and warranties.

(b) Subsidies

- (i) The Participant acknowledges that the Home Energy Management System that they receive will have a 100% Subsidy applied.
- (ii) The Participant may have access to the Subsidies for the Appliances which may be applied by the Project Partners to the Participant's purchased Appliances on a case-by-case basis.
- (iii) The Participant acknowledges and agrees that the Project Partners do not guarantee access to any Subsidies on the Appliances.

6. Duration

- (a) Subject to clause 7, the Participant will participate in Energy Masters throughout the Duration.
- (b) At the end of the Duration and completion of the Research Requirements, the Participant acknowledges and agrees:
 - i) the Home Energy Management System will remain the property and sit dormant (unless subscribed to Clipsal Cortex App as contemplated by clause 6(b)iii);
 - ii) the Project Partners will not remove the Home Energy Management System and this will be the responsibility of the Participant to arrange; and
 - iii) in the event that the Participant wishes to continue with the Home Energy Management System, the Participant may continue its subscription to the Clipsal Cortex App for a fee (to be advised by the Clipsal Cortex).

7. Cancellation or Withdrawal from Energy Masters

(a) Cancellation

The Project Partners may at any time cancel the Participant's participation in Energy Masters for one of the following reasons:

- i) the Participant no longer meet the Eligibility Criteria;
- ii) do not comply with the Research Requirements;
- iii) the Project Partners are notified of a significant change in circumstances and the Project Partners have deemed the Application ineligible to continue in Energy Masters.

(b) Withdrawal

- i) The Participant may request to the Project Partners to withdraw from Energy Masters due to a significant change in circumstances by calling the Energy Masters call centre on 08 8429 3100.

- ii) The Participant acknowledges and agrees that the Project Partners may reject a request to withdraw from Energy Masters. The Project Partners will not unreasonably reject a Participant's request to withdraw.

(c) Consequences of Cancellation or Withdrawal

On cancellation or withdrawal of the Participant's participation in Energy Masters, the Participant acknowledges and agrees:

- i) the Home Energy Management System will remain at the property and will sit dormant, unless the Participant:
 - (A) arranges for its removal; or
 - (B) subscribes to the Clipsal Cortex App for a fee (which will allow continued use of the Home Energy Management System)
- ii) that the Participant may be required to repay the Subsidy or Subsidies that contributed to the Home Energy Management System and Appliances, prorated to the cancellation date;
- iii) that if the Participant does not request to have its Personal Information and Energy Use Data (including the data listed at 4(b) any information received from the Participant's participation in the Research Requirements) erased from Energy Masters, the Project Partners may continue to use such data for the purpose of Energy Masters;
- iv) the Research Partners will continue to use the information received as a part of the Research Requirements.

8. Privacy and Data

- (a) The Participant acknowledges the Project Partners will share Personal Information and Energy Use Data in accordance with the Joint Privacy Disclosure Statement.
- (b) The Joint Privacy Disclosure Statement will be made available to the participants throughout the Duration via www.SAEnergyMasters.com.au.

9. Miscellaneous

(a) Interpretation

In this Agreement, unless a contrary intention appears:

- i) words or expressions
 - a. importing the singular include the plural and vice versa;
 - b. importing a gender include the other gender;
 - c. denoting individuals include corporations, firms, unincorporated bodies, government authorities and instrumentalities;
- ii) a reference to a party includes that party's successors and permitted assigns;
- iii) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- iv) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Agreement;
- v) legislation or a provision of legislation includes all regulations, orders or instruments issued under that legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;

- vi) if a party to this agreement is made up of more than one person, or a term is used in this Agreement to refer to more than one party, an obligation of those persons is joint and several, a right of those persons is held by each of them separately, and any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately;
- vii) a reference to this Agreement or another document includes that document as amended, varied, novated, supplemented or replaced from time to time; and
- viii) any recitals, schedule or annexure form part of this document and have effect as if set out in full in the body of this Agreement.

(b) No Waiver

A party's failure or delay to exercise a power or right is not a waiver of that right, and the exercise of a power or right does not preclude the future exercise of that or any other power or right.

(c) Governing law

This Agreement is governed by the laws of South Australia and the parties submit to the exclusive jurisdiction of the courts of South Australia.

(d) Severability

Any provision in this Agreement which is invalid, void or unenforceable in a jurisdiction in which it is being adjudicated or relied upon is, for the purposes of that jurisdiction:

- i) to be read down to the extent necessary so as to be valid and enforceable, and
- ii) if it is not possible to read such provision down, to be severed to the extent of that invalidity, voidness or unenforceability,

without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

(e) Entire agreement

To the extent permitted by law and subject to any clause to the contrary, this agreement is the entire agreement between the Parties as to its subject matter. It supersedes all prior agreements, representations, conduct and understandings. The Parties acknowledge that they have not relied on any representation or conduct in deciding whether to enter into this Agreement, other than as expressly set out in this agreement.