

Electric Vehicle Grid Trial - Terms and Conditions

Your participation in the Electric Vehicle Grid Trial (**EV Grid Trial**) is conditional on you agreeing to the terms and conditions set out in this agreement (**Agreement**).

By successfully registering for the EV Grid Trial at <https://forms.office.com/r/JKC6fpwZ3J> (the **Registration Page**), and checking the box "I accept these terms" you are entering into the Agreement with your distribution network service provider Jemena Networks (ACT) Pty Ltd (ABN 24 008 552 663) and Icon Distribution Investments Limited (ABN 83 073 052 224) trading as Evoenergy (ABN 76 670 568 688) (referred to in this Agreement as **DNSP, we, our** or **us**).

Please take care to not switch off critical appliances or do anything else that may cause you to suffer any loss, damage or injury.

1. Eligibility

- 1.1 In registering to participate, you represent to us that:
 - (a) you are aged over 18 years of age and you are the lawful owner of the premises identified in your registration form (**Premises**);
 - (b) you own a mobile phone and have provided us with your mobile phone number;
 - (c) in accordance with clause 7.1 you agree to have an electric vehicle wall charger (**Charging Equipment**) installed at the Premises;
 - (d) you will be in lawful possession of an electric vehicle owned or leased by you (**Electric Vehicle**) for the full duration of the Trial Period;
 - (e) you have discussed this trial and your intended participation with all other occupants of the Premises (if any);
 - (f) the Premises is within one of the participating distribution networks, being AusNet Electricity Services Pty Ltd, Jemena Electricity Networks (Vic) Ltd, United Energy Distribution Pty Limited, Tasmanian Networks Pty Ltd or Evoenergy¹ (**Participating DNSPs**); and
 - (g) you do not need electricity at the Premises to use any life support equipment or appliances which are important for the health or wellbeing of anyone at the Premises
- 1.2 You must promptly notify us if you no longer meet the criteria set out above, or if there are any changes to your contact details.
- 1.3 Notwithstanding the satisfaction of the criteria set out above, we reserve the right to refuse your participation in the EV Grid Trial in our sole discretion.
- 1.4 This Agreement witnesses that in consideration of, among other things, the mutual promises contained in this agreement, that the parties agree as follows:
 - (a) that you will complete your obligations set out in this Agreement; and
 - (b) the DNSP will collect and use the information gathered pursuant to this Agreement for the EV Grid Trial.

2. Term

- 2.1 This Agreement will commence from the time you complete your online registration and it is accepted by us and, unless terminated in accordance with this clause 2 or clause 4, will continue until 30 November 2022 (**Trial Period**).
- 2.2 This Agreement will automatically terminate if you cease to occupy the Premises or otherwise cease to satisfy any of the relevant eligibility criteria for the EV Grid Trial. If the Agreement is terminated pursuant to this clause 2.2 during the Trial Period, we may charge you the Termination Fee.
- 2.3 We may terminate this Agreement at any time by notifying you in writing.
- 2.4 You may also terminate this Agreement at any time by notifying us in writing. If you terminate this Agreement during the Trial Period, we may charge you the Termination Fee.
- 2.5 The **Termination Fee** is the amount of \$2,000.00, pro-rated based on the period of the Trial Period that you have participated in EV Grid Trial. The Termination Fee reflects the expense incurred by the DNSP for the procurement and standard installation of the Charging Equipment.

3. Event days and notifications

- 3.1 From time to time we will notify you in advance, by email and/or SMS, that an 'event', being a period of between 2 to 4 hours on a day chosen by us will take place (**Event**). You agree that the Charging Equipment located at your Premises will be involved in up to 10 Events during the Trial Period.
- 3.2 An Event may be either a **Demand Response Event** or a **Solar Soak Event**.
- 3.3 JET Charge will notify you of:
 - (a) the day on which the Event will take place and whether the Event will be a Demand Response Event or a Solar Soak Event; and
 - (b) the hours during which the Event will take place.
- 3.4 We reserve the right to cancel an Event at any stage prior to the Event and will notify you, by email, and/or SMS, of the cancellation.
- 3.5 We may choose not to involve you in an Event at our discretion. In the event we choose not to involve you, you will not be notified.

4. Demand Response Event

- 4.1 During a Demand Response Event, if the Electric Vehicle is plugged into the Charging Equipment and is charging:
 - (a) the rate of the Electric Vehicle charging may be reduced; and/or
 - (b) the Electric Vehicle charging may be stopped completely for the period of the Demand Response Event.
- 4.2 You are permitted to override a Demand Response Event **once only** during the Trial Period. You can override a Demand Response Event either before it commences or during the Demand Response Event. Overriding the Demand Response Event will mean that the rate of the Electric Vehicle charging will not be reduced or stopped.
- 4.3 If you override a Demand Response Event more than once during the Trial Period, we may terminate this Agreement at our discretion by notifying you in writing. If the Agreement is terminated pursuant to this clause 4.3, we may charge you the Termination Fee.

5. Solar Soak Event

- 5.1 Solar Soak Events will only occur between the hours of 10am and 4pm and are optional. There is no obligation on you to participate during a Solar Soak Event.
- 5.2 If you choose to participate in a Solar Soak Event, you will be requested to charge the Electric Vehicle for a period of up to 4 hours.

6. Incentive

- 6.1 If you fulfill your obligations under this Agreement for the Trial Period, you will be eligible to receive a \$300 Visa gift card (**Incentive**) at the conclusion of the Trial Period.
- 6.2 If you have qualified for an Incentive, we will notify you by email and/or SMS within seven (7) business days of the conclusion of the Trial Period. The Incentive will be provided to you via a third party that we contract with (**Incentive Partner**).
- 6.3 The Incentive is non-exchangeable, non-transferrable and is not redeemable for cash or other incentives.
- 6.4 We do not take any responsibility for any delay in our incentive partner providing the Incentive or any lost Incentive. No replacement incentives will be issued.
- 6.5 In the event of any dispute regarding the Incentive, our decision shall be final and no correspondence or discussion shall be entered into.

7. Electric Vehicle Charging Equipment

- 7.1 You acknowledge and agree that to participate in the EV Grid Trial, you must have the Charging Equipment installed at the Premises by JET Charge.
- 7.2 The cost of the Charging Equipment will be paid for by the DNSP and JET Charge. You will not be required to pay for any of the cost of purchasing the Charging Equipment.
- 7.3 The cost of a standard installation of the Charging Equipment at the Premises will be paid for by the DNSP and JET Charge. If the Premises meet the requirements for a standard installation of the Charging Equipment (as determined by JET Charge in its absolute discretion), you will not be required to pay any costs for the installation of the Charging Equipment at the Premises.
- 7.4 If the Premises do not meet the requirements for a standard installation of the Charging Equipment (as determined by JET Charge in its absolute discretion), you may be required to pay to JET Charge any installation costs which are in excess of the cost of a standard installation of the Charging Equipment at the Premises.
- 7.5 You will be notified by JET Charge prior to installation of the Charging Equipment whether the Premises are suitable for a standard installation of the Charging Equipment and what, if any, additional costs you will incur for the installation of the Charging Equipment. If you do not wish to pay any required installation charges, you may choose to not proceed with the installation and you are deemed to terminate this Agreement in accordance with clause 2.2.

8. Scope of this agreement

- 8.1 You acknowledge that the EV Grid Trial is entirely voluntary, and you are not obliged to participate in the EV Grid Trial.
- 8.2 This is not a retail electricity agreement and does not cover the supply of electricity to the Premises.

¹ Jemena Networks (ACT) Pty Ltd (ABN 24 008 552 663) and Icon Distribution Investments Limited (ABN 83 073 052 224) t/as Evoenergy (ABN 76 670 568 688)

8.3 This is not a distribution agreement, deemed distribution contract or customer connection contract and does not cover distribution services, or any work carried out by us to connect the Premises to our distribution network or to increase the capacity of a supply point. If there is any inconsistency between a provision of this agreement and your distribution agreement, this agreement will prevail to the extent of the inconsistency.

8.4 You will not be required to pay us anything for participating in the EV Grid Trial, except for the Termination Fee if this Agreement is terminated. However, under your electricity retail agreement, you will be required to pay charges and fees to your retailer for the electricity it bills to you. You must consider how entering into this Agreement and complying with your obligations may affect any tariffs, charges, fees or other costs payable under any contracts or arrangements you may have with any third parties.

9. Notifications and privacy

9.1 You agree to allow us to collect and use information about you and your household and any personal information, including your electricity usage prior to, during and after the EV Grid Trial and your Electric Vehicle charging data (including but not limited to energy (kWh), rate of charge (kW), current, voltage, date, time), survey data and smart meter data for the purposes of conducting the EV Grid Trial, including to assess whether you are eligible for an Incentive, to pay the Incentive, for research and analysis purposes, for EV Grid Trial reporting and knowledge sharing purposes, for other purposes associated with the operation and management of our electricity distribution network and the Participating DNSPs electricity distribution networks and for marketing purposes.

9.2 Periodically, we may provide data about the EV Grid Trial to government departments or agencies or other third parties for the purposes of evaluating the EV Grid Trial. You agree that we can share data we collect with JET Charge, the Participating DNSPs, the Australian Renewal Energy Agency, the Australian Energy Market Operator, the Incentive Partner and any third party deemed necessary by the DNSP for the effective administration of the EV Grid Trial.

9.3 Our Privacy Policy includes more details about how we manage personal information, including how you can access and correct information we hold about you and our complaint management procedures. You can access our Privacy Policy at: <https://www.evoenergy.com.au/legal/privacy-policy>

9.4 If you intend to cease to occupy the Premises during the Term, you agree to notify us of this by email and provide us with the last date of your occupancy. You are also deemed to terminate this Agreement in accordance with clause 2.2.

9.5 If we receive information from your electricity retailer that indicates you have ceased to occupy the Premises, your participation in the EV Grid Trial will be suspended. You will be notified of the suspension by email and will not be able to participate in future Events. You will need to provide us with satisfactory proof of your occupancy of the Premises by email for the suspension to be removed.

10. Liability

10.1 To the maximum extent permitted by law, we expressly disclaim any representations or warranties in relation to the EV Grid Trial. You participate in the EV Grid Trial at your own risk and we will not be liable to you or any third party for any loss or damage whatsoever including, without limitation, personal injury or property loss arising under or in connection with this Agreement or the EV Grid Trial (including in relation to any steps you take to minimise your use of electricity during an Event). **Please take care to not switch off critical appliances or do anything else during an Event that may cause you to suffer any loss, damage or injury.**

10.2 You acknowledge and agree that there is no person who resides or may reside at the Premises during the EV Grid Trial who may be adversely affected by a reduction of electricity usage at the Premises (i.e. a person who relies on life support equipment, an infant, or a person who is elderly, disabled or sick) and during the EV Grid Trial you must not, and you must take reasonable steps to ensure that others do not, do anything that poses a health or safety risk to you or a third party, or that may cause you or a third party to suffer any loss or damage.

10.3 To the maximum extent permitted by law, you indemnify us from and against all Loss we suffer as a result of any claims, actions or proceedings made against us by any third party in connection with:

- a breach of this Agreement by you or any performance or non-performance of this Agreement by you;
- your use of the Charging Equipment or any services associated with the Charging Equipment; and
- your failure to comply with any of your obligations under any applicable laws and regulations.

Loss means any loss, action, claim, damage, liability, charge, expense, outgoing, payment, penalty, fine or cost of any nature or kind.

10.4 Except as expressly set out in this Agreement, all terms, conditions, warranties and statements (whether express, implied, written, oral, collateral, statutory or otherwise) relating to this Agreement or the EV Grid Trial are excluded to the maximum extent permitted by law. You may have statutory guarantees and other rights that cannot be excluded under the Australian Consumer Law and

nothing in this Agreement excludes or limits any statutory guarantee or other right you may have which cannot be excluded by law.

10.5 To the extent permitted by law, neither party will be liable to the other for any special, indirect or consequential loss or damages arising under or in connection with this Agreement or the EV Grid Trial.

10.6 To the maximum extent permitted by law, we accept no responsibility for any technical malfunctions, failures, problems, issues or otherwise in connection with this Agreement or the EV Grid Trial.

11. General

11.1 You are responsible for all acts and omissions of other occupants and guests at your Premises in connection with this Agreement and the EV Grid Trial.

11.2 These terms and conditions are governed by the law of Australian Capital Territory, Australia.

11.3 We reserve the right to change this Agreement at any time on reasonable notice and will notify you of any material changes via the email address that you provide.