HighFlow Energy VPP Terms & Conditions

Introduction

ERC Energy Pty Ltd (ABN 93 629 720 994) has engaged HighFlow Energy Pty Ltd to provide Virtual Power Plant (VPP) services to eligible residential customers in Queensland and New South Wales who have solar and battery systems installed at their premises.

Under this Agreement, customers authorise HighFlow to remotely monitor, control and operate their solar and battery systems to optimise energy usage and support the electricity grid during peak demand and other market events. In return, customers may receive credits applied to their electricity bills in accordance with their Energy Plan.

Electricity is supplied to your premises under your Energy Plan through the local distribution network. The delivery, quality and reliability of electricity supply are controlled by your local Distributor and are subject to outages, interruptions and other events beyond our control. Nothing in this Agreement guarantees continuous, uninterrupted or fault-free electricity supply.

Participation in the HighFlow VPP program is intended to optimise the performance of your solar and battery system and facilitate market participation. It does not guarantee backup power during a network outage unless your system has separate backup functionality that has been independently installed and configured.

1. This Agreement

1.1 About this Agreement

This Agreement consists of these terms and conditions (Terms and Conditions), which form part of:

(a) The energy retail agreement between ERC Energy Pty Ltd (ABN 93 629 720 994) ," "we," "our," or "us"; and you, referred to as "you" or the "customer," identified in this Agreement as a small residential customer, for the sale of energy to you at your premises.
(b) The **Virtual Power Plant (VPP)** services agreement between **HighFlow Energy** Pty Ltd (ABN 40 684 177 893), referred to as "**HighFlow**," "we," "our," or "us," and you for the provision of VPP services.

1.2 Commencement of Agreement

This Agreement commences on the day immediately following the completion of all the following conditions (referred to as the "Start Date"):

(a) You agree to the terms of this Agreement;
(b) You meet all the **eligibility requirements** specified in clause 2; and
(c) You receive a Contract Confirmation from us.
(d) Your assets are successfully connected to the **HighFlow** VPP

1.3 Associated Documents

Another part of this Agreement is the associated Energy Plan Information Document, which outlines the details of your selected energy plan.

1.4 Multiple Premises

If more than one premises is specified in your Energy Plan or if we provide VPP services to more than one premises, separate agreements will apply to each premises.

1.5 Customer Consent

By entering into this Agreement, you acknowledge that:

(a) You are choosing **ERC Energy** as your energy retailer and **HighFlow** as your VPP service provider; and

(b) If **ERC Energy** is not already the retailer for your supply address, you consent to the transfer of your supply address to **ERC Energy**.

1.6 Applicable Law

If any provision required by applicable law is not explicitly included in this Agreement, it will be deemed incorporated as though it were a term of this Agreement. In the event of any inconsistency between this Agreement and applicable law, this Agreement will prevail to the extent of the inconsistency, unless the applicable law mandates otherwise.

1.7 When This Agreement Starts

1.7.1 This Agreement starts on the **Acceptance Date** and continues until it is terminated by either you or us, in accordance with the terms of this Agreement**.**

1.7.2 You can accept the offer outlined in your **Energy Plan** through any of the following methods:

(a) Signing and returning the offer letter or other offer document we provide to you;

(b) Verbally accepting our offer during a telephone conversation; or

(c) Completing the online sign-up process as specified.

1.7.3 The energy supply under this Agreement will commence only on the **Supply Start Date**, which will be communicated to you.

1.7.4 This Agreement is subject to you meeting any pre-conditions required by applicable energy laws, including but not limited to:

(a) Providing acceptable identification;

(b) Supplying your **contact details** for billing purposes;

(c) Successfully passing a credit check prior to the expiry of the relevant market offer; and

(d) Selecting and setting up an approved payment method prior to the Supply Start Date

1.8 Term of Agreement

This Agreement will start on the Start Date and will continue until it is terminated by either you or us, in accordance with the terms set out in this Agreement (the "Term").

2. Eligibility Criteria

You are only eligible for a **HighFlow** VPP tariff if you comply with all the following conditions on the date the contract begins and throughout its term:

2.1 You must own and have installed and commissioned a solar and battery system (collectively referred to as the "**solar battery installation**") at your premise.

2.2 The premises which will be supplied must
be connected to the national energy market (we will let you know if you are not connected to the national energy market); and
be metered by a smart meter. If the premises does not have the correct meter, with your consent and at your cost we will upgrade your meter to comply with this requirement.

2.3 Eligibility for the relevant VPP cap plan and the applicable Monthly Usage Allowance will be determined based on location and the technical specifications of your installed solar, battery and inverter system.
We may assess system specifications using installer documentation, manufacturer data, commissioning records, metering data or other reasonable technical information.
Where a solar and battery system has not yet been installed, or where complete system data is unavailable, we may estimate the applicable Monthly Usage Allowance based on the proposed system size and configuration.
The Monthly Usage Allowance represents the amount of grid-imported electricity allocated to you under your selected plan. Any electricity imported from the grid above this allowance will be charged at the rates specified in your Energy Plan. Exceeding the Monthly Usage Allowance does not affect your participation in the VPP, but additional usage charges will apply.

2.4 You are the sole operator of the solar battery installation and you will keep the solar battery installation permanently operational and carry out any maintenance and maintenance work on the solar battery installation at your own expense.

2.5 You will ensure that the solar and battery system can be accessed via the internet to permit remote data access and control of the system.

2.6 By entering into this Agreement, you confirm that you meet the eligibility criteria listed above and consent to HighFlow remotely accessing and operating your solar battery installation for the purpose of participating in the VPP.

3. Your Obligations

3.1 Provision of Information You agree to:

(a) provide accurate and up-to-date information as requested by us for the purposes of this Agreement;
(b) promptly notify us of any changes to your details or circumstances, including but not limited
(c) to your contact details, billing address, or any issues with your solar or battery system; and
(d) inform us if you intend to add additional solar or battery capacity at your premises.
(e) allow us to register your solar and/or battery system with the Australian Energy Market Operator or relevant Distribution Network Service Provider to enable your solar and/or battery system to participate in wholesale energy, ancillary service and demand response markets.

3.2 Access and Operation You must ensure that:

(f) we have continuous access to your battery system, both physically and remotely via the internet, to monitor, operate, and control it as required;
(g) your battery system remains connected to the internet through a hardwired Ethernet or reliable Wi-Fi connection;
(h) the system is maintained in accordance with the manufacturer's and installer's specifications;
(i) our access, operation, or communication with your system is not interfered with, disabled, or overridden by you or anyone else; and
(j) you do not allow any unauthorized third party to tamper with or control the system.

3.3 Exclusive Participation

(a) You agree not to participate in any other virtual power plant or demand response program without our prior written consent.

(b) You may connect only one battery system per premises to the **HighFlow** VPP program.

3.4 **Life Support Equipment**

(a) If a person residing at your Premises relies, or becomes reliant, on life support equipment, you must notify us as soon as possible.

(b) Upon notification, we will:

- register the Premises as requiring life support in accordance with Energy Laws;
- notify the relevant electricity distributor of the life support registration; and
- provide you with a Medical Confirmation Form for completion by a registered medical practitioner.

(c) You must return a completed Medical Confirmation Form within the timeframe required under Energy Laws. Until valid medical confirmation is received, your Premises may be recorded as temporarily registered.

(d) Registration as a life support customer does not prevent you from entering into or remaining on a market retail contract or participating in the HighFlow Virtual Power Plant, provided you continue to meet the eligibility requirements of this Agreement.

(e) If you are registered as a life support customer and choose to participate in the HighFlow Virtual Power Plant, you acknowledge and agree that:

- HighFlow may remotely control and operate your battery system for market participation purposes in accordance with this Agreement;
- participation in the VPP may result in energy being charged to or discharged from your battery at times determined by HighFlow;
- this operation may affect the level of stored energy available in your battery at any given time, including prior to or during an unplanned network outage; and
- participation in the VPP does not guarantee that your battery will retain a minimum charge level or provide backup power during a network interruption.

(f) Electricity is supplied to your Premises via the distribution network operated by your local Distributor. Registration as a life support customer does not guarantee continuous, uninterrupted or fault-free electricity supply. You are responsible for maintaining appropriate emergency or backup arrangements in consultation with your medical practitioner.

(g) You must notify us if life support equipment is no longer required at the Premises.

3.5 Responsibility for Impacts

You acknowledge that it is your responsibility to determine any impacts arising from your participation in the VPP program, including:

(a) any existing electricity retail contract or feed-in tariff arrangement;

(b) your product warranties; and

(c) your grid connection agreement.

We will not be liable for any loss, damage, or changes that may result from your participation.

3.6 Virtual Power Plant (VPP)

To participate in the **HighFlow** VPP program, you must:

(a) own the premises;

(b) own or have the right to use the battery and solar system;
(c) comply with all relevant regulatory requirements and grid connection agreements;
(d) ensure the system settings allow charging from and exporting to the grid at all times;
(e) have a **smart meter** installed or agree to install one;
(f) maintain the system's internet connection on a continuous basis;
(g) ensure the battery system meets our eligibility and performance requirements; and
(h) meet any additional criteria we may reasonably set.

3.7 **Eligibility Requirements**

To enable us to deliver the Platform Services you need to:

(a) Connect your battery system to the HighFlow VPP cloud by either a vendor supplied API connection or via a specifically supplied EMD.
(b) purchase and install suitable EMDs for each inverter attaching to your Energy Assets that are to be managed using the Platform; and
(c) at all times during the Term:
(i) ensure that each EMD has internet connectivity and mobile network coverage so that the EMD can report to the Platform every 30 seconds;
(ii) keep your EMD's maintained and in good working condition; and
(iii) promptly replace or repair any of your EMD's that are damaged or inoperable.

3.8 Participation Acknowledgements

By participating in the HighFlow VPP, you acknowledge and agree that:

(a) You authorise HighFlow to operate your solar battery installation for the purpose of optimising energy use and participating in energy markets;
(b) You may opt out of the VPP at any time by providing at least 30 days' written notice;
(c) It is your responsibility to determine any impact of participation in the VPP on your feed-in tariff, product warranties, or other agreements;
(d) You have read and understood the terms and agree to comply with all participation requirements.

4. Credit Checks and Disclosure

4.1 You acknowledge and agree that we may disclose your **personal information** to a **credit reporting entity** for the following purposes:

(a) To obtain a **consumer credit report** about you; and/or
(b) To enable the **credit reporting entity** to create or maintain a **credit information file** about you.

4.2 If the outcome of the credit check indicates an unacceptable credit risk in accordance with our credit assessment criteria, we will notify you via email, and this Agreement will not proceed.

4.3 To facilitate the credit check, we may disclose your **personal information** to a **credit reporting entity.** Pursuant to the **Privacy Act 1988**, by entering into this Agreement, you consent to us exchanging information about you with other credit providers, including information regarding your creditworthiness.

4.4 If you are a **business customer**, you consent to a credit check being conducted on the registered business entity as well as its officers.

5. Billing

5.1 Issuing Bills

We will issue a bill to you for each **billing period** as soon as reasonably possible after the **billing period** ends. Your bill will be sent to:

(a) Your nominated email address, if you have agreed to receive **electronic communications**; or

(b) Your nominated postal address, if **electronic communications** have not been selected.

5.2 Calculation of Bills

Your bill will be calculated based on:

(a) The amount of energy used at your premises during the **billing period**, determined from your **meter reading** or, where necessary, an estimate in accordance with applicable Energy Laws; and

(b) The energy prices and fees set out in your Energy Plan, which include the cost of energy supply, network charges, and other recurring charges related to the sale and supply of energy to you.

Your bill will include the following key components:

- **Monthly Usage Allowance**: This represents the total amount of grid-imported electricity allocated to you for the month.
- **Demand Pass-Through**: These are fees applied by your network provider based on your assigned network tariff and may vary accordingly.
- Previous Balance and Payments: This section reflects payments made during the last **billing period** and any outstanding balance carried forward.
- Outstanding Balance: Any unpaid amounts or undercharged fees from previous **billing periods** will be shown here.
- Taxes: All charges (except solar feed-in credits) are subject to **GST** as required by law.
- Other Fees and Charges: Additional fees may apply, including special **meter reading** fees, connection charges, and service-related fees as specified in your Energy Plan.
- Credits: Any applicable credits will be reflected in your bill. Please refer to Clause 8 for details on credit-related matters.

5.3 **Estimated Bills**

If we cannot obtain actual **meter data** (for example, due to meter inaccessibility, meter faults, or delays from a metering provider), we may estimate your energy usage to calculate your bill. Any bill based on an estimate will be clearly marked as such.

When actual **meter data** becomes available, we will adjust your next bill to account for any difference between the estimated and actual usage.

- If the adjustment shows that you have been undercharged, you may pay the **undercharged amount** in instalments over a period equal to the time the undercharging occurred (up to a maximum of 12 months).
- If the **estimated bill** results from circumstances within your control (e.g., you prevented **access to the meter)** and you request an adjustment based on an actual **meter reading**, we may comply with your request but may charge you any reasonable costs incurred.

5.4 Billing Information

All bills we issue will include the information required under applicable **Energy Laws**, including:

a) Details of your energy usage;

b) A breakdown of charges (e.g., energy supply, network fees, and other applicable charges);
c) Payment due dates; and
d) Any adjustments or credits applied to your account.

6. Payment

6.1 Payment **Obligations**

You must pay the total amount specified on each bill, including GST, by the due date stated on the bill.

Payments may be made using one of the following methods:

- Direct Debit (bank account)
- Credit or Debit Card
- BPAY
- Bank Transfer

Details of how to make a payment will be included on your bill or available on our website. Where you choose Direct Debit, you must complete the applicable Direct Debit Request and comply with the Direct Debit Service Agreement.

6.2 Difficulty Paying Your Bill

If you are experiencing difficulty paying your bill, you must contact us as soon as possible. We will provide information about available payment options, including **payment plans** or any additional protections under applicable **Energy Laws**. If you are a Residential Customer, you may be entitled to a **payment plan** unless you:

- Have had two **payment plans** cancelled in the last 12 months due to non-payment; or
- Have been convicted of an offense involving the illegal use of electricity in the last two years.

6.3 Credit Enforcement Actions

If you do not pay your bill in full by the Due Date, we may take any of the following actions, to the extent permitted by **Energy Laws** and the **National Energy Retail Rules**:

(a) Charge you a **late payment fee**, if specified in your Energy Plan;
(b) use any **Security Deposit**, including any interest earned on it, to offset the amount you owe us; and
(c) disconnect the supply to your premises in accordance with the **Energy Laws** and **National Energy Retail Rules**;
(d) Terminate this Agreement in accordance with the termination clause.

Before we disconnect your premises, we will follow all applicable requirements under the **Energy Laws**, including providing you with the required **notices** and opportunities to resolve the issue.

6.4 **Credit Transfers** Between Accounts

If any of your accounts with us are in credit, we may transfer all or part of that credit balance to another account with us that is in debit.

6.5 Other Charges

In addition to your energy **usage charges**, you are also responsible for any additional fees outlined in your **Energy Plan** or energy price fact sheet, including:

- Fees may apply to certain payment methods, as disclosed by HighFlow Energy. HighFlow Energy provides at least one payment method that is free of charge;

- Charges for late payments, where permitted by law and not prohibited under applicable customer protection obligations; and
- Other fees or charges expressly permitted by law, including applicable distributor or network charges where those charges are incurred by HighFlow Energy and are permitted to be passed through to the customer.

HighFlow Energy will not charge retail fees to customers experiencing vulnerability, except where the fee is a direct network charge imposed by the distributor.

6.6 GST

All amounts specified in your **Energy Plan** and any other amounts payable under this Agreement, except for solar feed-in credits, include **GST**.

7. Metering

7.1 Access to the Meter

You must provide us and our representatives with safe, convenient, and unhindered access to the Premises for purposes including but not limited to:

- Reading, testing, maintaining, inspecting, or altering the meter;
- Calculating or measuring Energy supplied to the Premises;
- Checking the accuracy of metering data; and
- Installing or replacing the meter as required.

When accessing the Premises for these purposes, we and our representatives will comply with all relevant requirements under Energy Law. Identification will be carried or worn by our representatives and presented to you upon request.

7.2 Frequency of **Meter Readings**

We will use our best efforts to ensure **meter readings** are carried out as frequently as necessary to prepare accurate bills in accordance with Energy Law, and in any case, at least once every 12 months.

7.3 Billing Adjustments

- If a **meter reading** or estimate indicates that you have been undercharged due to inaccessible meters, inaccuracies, or other reasons, we may recover the **undercharged amount**. You may request to pay the **undercharged amount** in instalments over the same period during which the undercharge occurred (if less than 12 months). If the undercharge period exceeds 12 months, we will spread the recovery over the following 12 months, provided you allowed proper **access to the meter** during the relevant period.
- The maximum **undercharged amount** we may recover is limited to the charges for the 9 months immediately prior to notifying you, unless the undercharge resulted from your fault or unlawful act.
- If **meter data** shows you have been overcharged:
  - the amount will be credited to your next bill;
  - we will notify you within 10 **business days**. If you have already paid the overcharged amount, we will credit it to your next bill or otherwise as you reasonably request.
- If you have stopped buying Energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 **Business Days**.
- No interest is payable on an amount overcharged.

7.4 Estimated Usage and Fees

If you fail to provide meter access and we bill you based on an estimate of your energy use, we may charge a **special meter read fee** as set out in your **Energy Plan**, should you later request billing based on actual **meter readings**.

7.5 Meter Checks and Faults

If you request a check of your meter, we may require you to pay the cost charged by your **distributor** for the service. This amount will be refunded if the meter is found to be faulty or incorrect.

7.6 Installation of a New Meter

You agree that we may install a new meter at the Premises as required by Energy Law or operational necessity. This includes but is not limited to upgrades to ensure compliance with applicable regulations. You have no right to opt-out of such installations.

8. Credit Management

(a) **Unpaid Bills**: If you fail to pay your bill by the due date, we may undertake **credit management** and debt collection procedures in accordance with applicable laws. This may include referring your account to an external debt collection agency to recover unpaid amounts. We may recover any reasonable external debt recovery costs permitted under applicable law.

(b) **Credit Balances**: If your account has a credit balance, you may request a refund of that balance to your nominated bank account.

(c) Suspension of Credits and Benefits: If you are in material breach of this Agreement, we may, with 10 **Business Days' written notice**, suspend any credits or benefits provided to you under this Agreement until you remedy the breach in accordance with this Agreement.

(d) **Offsetting of Credits**: Any credits or benefits provided under this Agreement, including but not limited to the **Sign-Up Promotion** credits and **Market Participation Credit**, will be applied on a month-to-month basis to offset your electricity costs under your **Electricity Supply Agreement**. Details of the credits offset against your electricity charges will be displayed on your electricity bill.

9. Liability

9.1 Our General Liability

(a) Subject to applicable **Energy Laws** and the **Australian Consumer Law (ACL)**, we are not liable to you for any loss, harm, damage, cost, or expense (including indirect or consequential losses) arising in connection with this Agreement, except where the loss or damage is directly caused by:

- our breach of this Agreement; or
- our negligence or wilful misconduct.

(b) To the extent permitted by law, any liability we may have to you for failure to comply with any consumer guarantee under the ACL (where applicable) is limited, at our option, to:

- the resupply of the goods or services; or
- the payment of the cost of their resupply.

(c) We will comply with all regulatory requirements applicable to us in connection with this Agreement.

9.2 Your Liability

(a) You indemnify us against any loss or damage suffered by us or any third party in connection with or arising out of:
- your breach of this Agreement;
- your negligence or wilful misconduct; or
- the use of Energy supplied under this Agreement after ownership passes to you.

(b) You are required to take reasonable steps to minimize or mitigate any loss or damage you may suffer in connection with this Agreement.

9.3 Exclusions and Limitations

(a) To the extent permitted by law, we are not liable for:
- any interruption, variation, reduction, suspension or failure of electricity supply to your Premises, including outages or voltage fluctuations arising from the distribution network, system security events, load shedding, emergency events or other matters beyond our reasonable control;
- any loss or damage resulting from your failure to comply with this Agreement or applicable laws;
- any loss or damage resulting from your failure to ensure that your equipment, including any battery, inverter, communications device or meter, is operational, properly configured and maintained;
- any loss or damage caused by errors, defects, viruses or incompatibility arising from third-party hardware, software, firmware updates or communications networks;
- any loss arising from your reliance on your battery system as a source of backup power, except to the extent expressly stated in writing by us;
- any indirect or consequential loss, including economic loss, loss of profit, loss of opportunity or damage to reputation; or
  any property damage, including to your battery or associated equipment, caused by third-party hardware upgrades, software updates or services not provided directly by us.

(b) Electricity is supplied to your Premises via the distribution network operated by your local Distributor. We do not guarantee continuous, uninterrupted or fault-free electricity supply.

In the event of any discrepancy between data or reports provided through the HighFlow services and the data recorded by your network electricity meter, the data recorded by your network electricity meter will prevail.**HighFlow**

9.4 **Liability Cap**

Except as otherwise required by law, our liability to you for any loss, harm, damage, cost, or expense arising under this Agreement is capped at $1,000 per event. This cap does not apply to personal injury, wilful misconduct, or breaches of statutory obligations.

9.5 **Consumer Guarantees**

Nothing in this Agreement excludes, restricts, or modifies any statutory rights or guarantees provided to you under the ACL or Energy Law, except to the extent permitted by those laws.

10. Privacy and Data

10.1 Compliance with Privacy Laws

We will comply with all applicable privacy laws, including the **Privacy Act 1988** (Cth), regarding the collection, use, storage, and disclosure of your **Personal Information**. Details of our practices are outlined in our Privacy Policy, which is available on our website and may be updated from time to time.

10.2 Consent to Collection and Use of **Personal Information**

(a) You consent to us collecting, using, and disclosing your **Personal Information** and other data necessary for:
- carrying out our obligations and exercising our rights under this Agreement;
- facilitating the supply of Energy, the **HighFlow services**, and other relevant services under this Agreement; and
- improving, developing, and marketing our products and services, including participation in research projects or customer studies.

(b) You acknowledge that we may share your **Personal Information** with:
- our contractors, agents, and **Related Bodies Corporate**;
- your **Distributor**, meter coordinator, or other service providers;
- regulatory bodies, government agencies, and market operators, including the Australian Energy Market Operator and the Clean Energy Regulator;
- any partners or **third parties** involved in the **HighFlow services**; and
- credit reporting agencies to assess your creditworthiness, recover debts, or meet legal obligations.

(c) If required by law or for the purposes stated above, we may transfer your **Personal Information** to **third parties**, including entities located overseas.

10.3 Your Data and **HighFlow Services**

(a) You consent to us accessing and using data related to your energy usage, solar PV system, battery, and **HighFlow services**, which may include:
- generation, export, consumption, import, charging, discharging, and event information;
- data from your **Distributor** Network Service Provider and **National Energy Market** participants; and
- any historical data recorded before you accepted this Agreement.

(b) We may share this data with **third parties**, including contractors, manufacturers, and other entities involved in providing the **HighFlow services**.

10.4 **Withdrawal of Consent**

(a) You may withdraw your consent to our use of your data or **Personal Information** at any time by notifying us. However, doing so may limit or prevent us from providing the **HighFlow services** or impact the functionality of your energy system.

(b) By withdrawing consent, you acknowledge that we may suspend or terminate the supply of services affected by the loss of such consent.

10.5 **Marketing Communications**

(a) By entering into this Agreement, you consent to us and our partners using your **contact details** to provide information about other products and services, even after this Agreement ends.

(b) You can opt out of receiving **marketing communications** at any time by notifying us.

10.6 Accuracy and Responsibility

(a) We will take reasonable steps to ensure the accuracy of your **Personal Information**, but you are responsible for notifying us of any changes or corrections.

(b) You acknowledge that we are not responsible for how **third parties** handle your **Personal Information** once disclosed under this Agreement, except as required by law.

10.7 Survival of Privacy Obligations

The obligations and consents outlined in this Privacy and Data section survive the **termination or expiry** of this Agreement.

11. Variations and Change in Law

11.1 Amendments to this Agreement by Mutual Consent

Any amendment to this Agreement must be agreed upon by both parties, except as otherwise provided under clause 11.2.

11.2 Amendments Without Your Prior Consent

To the extent permitted by law, we may amend this Agreement without requiring your agreement in the following circumstances:

(a) if we determine the amendment is necessary to comply with any applicable law, regulatory requirement, or a change in such laws or requirements;

(b) if, in our reasonable opinion, the amendment:
- confers an additional benefit on you;
- imposes no material detriment on you; or
- has a neutral impact on your rights or obligations under this Agreement;

(c) to make administrative, operational, or typographical corrections; or

(d) to reflect changes in costs arising from regulatory requirements that impact the provision of services, provided any cost adjustments are reasonable and proportionate.

11.3 Changes to VPP Cap Plan

If you wish to amend or switch your VPP cap plan, the change will only take effect from the 1st day of the following billing cycle. Requests to change plans must be submitted at least 7 days before the end of the current billing cycle. Any plan change requested during the billing cycle will be scheduled to commence on the 1st day of the next billing cycle.

11.4 Notification of Changes

We will provide you with **written notice** of any amendments made under clause 35.2, specifying the nature and effective date of the variation.

11.5 Assignment and Transfer

We may assign, transfer, or novate this Agreement, or transfer you as a customer:

(a) to any of our related entities; or

(b) as part of a broader transfer of customers to a third party.

In such cases, we will provide you with notice of the **assignment, transfer, or novation**.

11.6 Price Variations

For fixed-price contracts

Where your Energy Plan includes a fixed-price period, the prices specified in your Energy Plan will remain fixed for the duration of that fixed-price period.

Following the expiry of the fixed-price period, we may vary our prices in accordance with applicable energy laws and regulatory requirements. Any price increase following the end of a fixed-price period may only occur after the fixed-price period has ended, no earlier than the contract anniversary date and at least 12 months after any previous price increase.

Where a price increase occurs following the expiry of a fixed-price period, we will provide you with at least 20 business days' prior written notice before the increase takes effect.

For all other market contracts

For market retail contracts that do not include a fixed-price period, we may vary our prices no more than once in any 12-month period, unless otherwise permitted by law.

Price increases will generally occur during July each year. Where we increase our prices, we will provide you with prior written notice before the increase takes effect as below:

- at least 5 business days' notice for non-Qld customers
- at least 10 business days' notice for Qld customers

Feed-in tariff / energy payment changes

Where your Energy Plan includes a feed-in tariff or other energy payment, we may vary those payments in accordance with applicable energy laws and regulatory requirements.

Any reduction to a feed-in tariff or other energy payment will generally occur no more than once in any 12-month period. We will provide notice of any reduction in accordance with the National Energy Retail Rules.

12. Notices

12.1 Method of Delivery

Any notice, bill, or communication under this Agreement must be in writing and may be delivered:

(a) personally, by hand;
(b) by post, addressed to the most recent address you have provided to us;
(c) by email, sent to the email address you have nominated;
(d) by SMS or other electronic message, where you have agreed to receive communications through this method; or
(e) by any other electronic means permitted under applicable law.

12.2 Receipt of **Notices**

A notice or communication is taken to have been received:

(a) if delivered personally, on the date it is handed to the receiving party or left at the designated address;
(b) if sent by post, three (3) **Business Days** after it has been posted;
(c) if sent electronically (including email or SMS):
    - on the day it is transmitted, provided the sender does not receive a delivery failure notification; or
    - on the next Business Day if sent after 10:00pm (local time at the recipient's address); or
(d) if sent as a message accompanying your electricity bill, on the date you receive the bill.

12.3 **Contact Details**

(a) Our **contact details** for **notices** are as set out in your latest bill or as otherwise notified to you.

(b) You are responsible for notifying us of any changes to your **contact details**, including your mailing address, email address, or phone number.

12.4 Consent to **Electronic Communications**

By entering this Agreement, you provide **explicit consent** to receive **notices**, bills, and other communications electronically, unless otherwise prohibited by law. This includes email, SMS, or other agreed electronic means. We will never send **sensitive financial information** (e.g., credit card or bank details) via email.

12.5 Failure to Update Contact Details

If you do not nominate an **address for notices**, or if we cannot contact you at your last known address (e.g., if mail is returned to us), we may send **notices** to the **installation address** associated with your account, and you will be deemed to have received the notice.

13. Termination of this Agreement

13.1 Termination by You

You may terminate this Agreement:

(a) by providing us with a **written notice** stating your intention to end this Agreement, in which case the Agreement will terminate on a date determined in accordance with Energy Laws, provided we give you no less than 5 **Business Days**' and no more than 20 **Business Days'** notice;

(b) by transferring responsibility for the Energy supply at the Premises to another retailer, in which case this Agreement will terminate upon completion of the transfer;

(c) by requesting **disconnection** of the energy supply to the Premises, in which case the Agreement will terminate 10 **Business Days** after **disconnection**; or

(d) by entering into a new agreement with us for the sale of Energy to you at the Premises, in which case this Agreement will terminate upon commencement of the new agreement.

13.2 Termination by Us

We may terminate this Agreement:

(a) by providing you with at least 20 **Business Days' written notice** for any reason, including for convenience;

(b) if you breach this Agreement and fail to remedy the breach within 14 days of receiving a **written notice** from us specifying the breach;

(c) if you no longer meet the **eligibility requirements** under this Agreement;

(d) if your Premises are disconnected for more than 10 **Business Days**, and you have not fulfilled the **reconnection requirements**;

(e) if you cease to use Energy as a **Small Customer**;

(f) if responsibility for the Energy supply at the Premises is transferred to another retailer or another person starts receiving Energy at the Premises; or

(g) if we determine, acting reasonably, that it is no longer technically, operationally, or commercially feasible to supply Energy or related services under this Agreement.

13.3 Automatic Termination

This Agreement will automatically terminate:

(a) when another person becomes responsible for the Energy supply at the Premises, either through us or another retailer;

(b) if you move out of the Premises and notify us accordingly; or

(c) if the Premises are disconnected (other than at your request) and remain disconnected for more than 10 **Business Days**.

13.4 Effect of Termination

(a) Termination of this Agreement will not affect any **accrued rights**, obligations, or remedies that you or we may have as of the date of termination.

(b) You must pay all outstanding amounts owing under this Agreement up to and including the **termination date**.

13.5 Final Meter Access and Billing

If you terminate this Agreement, you must ensure we have safe and unhindered access to your electricity meter for final billing purposes. You must also provide us with a forwarding address to ensure you receive your **final bill**.

13.6 No **Exit Fees**

We do not charge **exit fees** for termination under this Agreement.

14. Force Majeure

14.1 Definition of **Force Majeure Event**

A **Force Majeure Event** is an event or circumstance beyond the reasonable control of either party, including but not limited to fire, flood, storm, earthquake, riot, war, industrial action, acts of government or semi-government authorities, or any other event which prevents a party from performing its obligations under this Agreement.

14.2 Effect of **Force Majeure Event**

If a **Force Majeure Event** occurs:

(a) The **affected party**'s obligations under this Agreement (other than an obligation to pay money) will be suspended to the extent they are affected by the **Force Majeure Event**; and

- a description of the event;
- the obligations affected;
- the likely duration of the event; and

(b) The **affected party** will not be liable for any failure to perform its obligations under this Agreement during the period the **Force Majeure Event** continues.

14.3 Notification and **Mitigation**

The party affected by the **Force Majeure Event** must:

(a) promptly notify the other party of the occurrence of the **Force Majeure Event**, including:

(b) use its best endeavours to minimise, overcome, or remove the effects of the **Force Majeure Event** as quickly as practicable.

14.4 Widespread **Force Majeure Events**

If the effects of the **Force Majeure Event** are widespread, we may satisfy our obligation to notify

you by making relevant information available via a 24-hour telephone service or other accessible means. We will endeavour to do so within 30 minutes of becoming aware of the **Force Majeure Event** or as soon as practicable thereafter.

15. Definition

Access to the Meter: Safe, convenient, and unobstructed **access to the meter** at the Premises for activities such as reading, testing, maintaining, inspecting, altering, installing, or replacing the meter, as well as calculating energy usage and verifying metering data accuracy.
Accrued Rights: Any legal or financial rights, obligations, or remedies that have arisen under this Agreement up to the **termination date**.

Address for Notices: The most recent address, email, or other contact information provided by the customer for the receipt of **notices** under this Agreement.

Affected Party: The party whose ability to perform obligations under this Agreement is hindered by a **Force Majeure Event**.

Agreement: Refers to the Terms and Conditions that govern the relationship between you and **HighFlow**, including the supply of **Virtual Power Plant (VPP)** services and associated obligations.

Agreement Termination: The cessation of rights and obligations under this Agreement, initiated by either the customer or **HighFlow**, or occurring automatically under specified circumstances.

Annual Export Threshold: The maximum volume of energy that can be exported to the electricity grid allocated to a customer over a 12-month period. This allowance is divided equally across each **billing period**.

Monthly Usage Allowance: The total amount of grid-imported electricity allocated to a customer overa 1 month period.

Amendment: Refers to any alteration or modification to this Agreement, either by mutual consent or as permitted under this Agreement without prior consent.

Assignment, Transfer, or Novation: Refers to the transfer of rights, obligations, or customer accounts under this Agreement to a related entity or third party, subject to notification requirements.

Australian Consumer Law (ACL): Refers to the set of laws under Schedule 2 of the Competition and Consumer Act 2010 (Cth) that protect consumers by setting out their rights and obligations.

Battery: Refers to the energy storage system installed at your Premises, which participates in the **Virtual Power Plant (VPP)** program.

Battery System: A residential energy storage system installed at the customer's premises, capable of being remotely monitored and controlled by **HighFlow**.

Bill: A statement of charges for energy usage, fees, and other costs associated with the customer's **Energy Plan** for a specific **billing period**.

Billing Adjustments: Adjustments made to your account to recover **undercharged amounts** or credit overcharged amounts based on metering data, subject to limitations outlined in the Terms and Conditions.

Billing Period: The regular interval at which bills are issued under this Agreement.

Business Customer: A customer identified as a registered business entity or its officers under this Agreement.

Business Days: Refers to any day other than a Saturday, Sunday, or public holiday in the state or territory where the Premises is located.

Change in Law: Refers to any amendment, enactment, or repeal of laws, regulations, or regulatory requirements that impact the terms or operation of this Agreement.

Consumer Credit Report: A report issued by a **credit reporting entity** containing information about an individual's credit history and financial standing.

Consumer Guarantees: Refers to statutory rights provided under the ACL or Energy Law that ensure goods and services are delivered as promised and meet specific standards.

Contact Details: The customer's mailing address, email address, or phone number provided to **HighFlow** for the purposes of communication under this Agreement.

Credit: Any financial adjustments applied to a customer's account, including but not limited to solar feed-in tariffs, promotional discounts, or compensation for billing errors.

Credit Balances: Refers to positive account balances arising from overpayments, benefits, or credits applied to your account.

Credit Information File: A record maintained by a **credit reporting entity** containing personal and financial information used to assess creditworthiness.

Credit Management: Refers to the processes and actions taken to manage **unpaid bills**, including debt collection in accordance with applicable laws.

Credit Reporting Entity: An organization authorized to collect, maintain, and provide credit-related information, such as Equifax Pty Ltd.

Credit Transfer: The transfer of a credit balance from one customer account to another account with an outstanding balance.

Customer or You: Refers to the residential individual or entity entering into this Agreement with **ERC Energy** and **HighFlow**.

Data: Refers to energy-related information, including data on generation, export, consumption, import, charging, discharging, event history, and other information related to your energy systems, as well as any historical data recorded before entering into this Agreement.

Demand Pass-Through: Charges imposed by the customer's network provider based on their assigned network tariff, which may vary according to energy consumption patterns and demand.

Direct Debit: A payment method that authorizes **us (or our authorised billing agent)** to automatically withdraw the total amount due from your nominated bank account on the bill's due date.

Distributor: Refers to the entity responsible for the operation and maintenance of the electricity distribution network that supplies energy to your Premises.

Disconnection: The cessation of energy supply to the Premises, either at the request of the customer or due to non-compliance with **reconnection requirements**.

Electronic Communication: Communication sent via email, SMS, or other electronic means permitted by applicable laws.

Electricity Supply Agreement: The retail agreement between **ERC Energy** and the customer for the provision of energy to the premises.

Eligibility Criteria: The conditions outlined in clause 2 that must be met for participation in the **HighFlow** VPP program.

Eligibility Requirements: The conditions outlined in this Agreement that must be met by the customer to remain eligible for HighFlow's VPP services

Energy Laws: All applicable laws, regulations, and industry codes governing the supply, metering, and billing of energy.

Energy Plan: The specific agreement between the customer and the provider, detailing energy prices, fees, and terms of service.

Estimated Bill: A bill calculated using an estimate of energy usage due to the unavailability of actual **meter data**.

Estimated Usage: Energy usage calculated in the absence of actual **meter readings**, often due to restricted access, used for billing purposes until actual readings are obtained.

Exit Fees: Charges that some providers impose upon termination of an agreement. Under this Agreement, no **exit fees** are applicable.

Explicit Consent: The customer's agreement, provided at the time of entering into this Agreement, to receive **notices**, bills, and other communications electronically.

Final Bill: The last bill issued by **HighFlow** to the customer, covering any outstanding amounts owed up to and including the **termination date**.

Force Majeure Event: An event or circumstance beyond the reasonable control of either party, including but not limited to fire, flood, storm, earthquake, riot, war, industrial action, acts of government or semi-government authorities, or any similar event that prevents a party from performing its obligations under this Agreement.

Installation Address: The physical location where energy and **HighFlow** VPP services are provided under this Agreement.

Late Payment Fee: A fee that may be applied if the customer fails to pay their bill by the due date, as specified in their **Energy Plan**.

Liability Cap: Refers to the maximum amount of $1,000 per event that **HighFlow** is liable for, except where otherwise required by law or in cases of personal injury, wilful misconduct, or breaches of statutory obligations.

Life Support Equipment: Medical devices that require electricity to operate and must be registered with **HighFlow** and the local **distributor**.

GST: Goods and Services Tax as defined under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Marketing Communications: Refers to any information or materials sent to you by **HighFlow** or its partners promoting additional products or services.

Market Participation Credit: Refers to the daily credit provided to you when your battery is operational and connected to the **Virtual Power Plant (VPP)**.

Meter: The device installed at the Premises to measure and record energy consumption, enabling billing and compliance with regulatory requirements.

Meter Check: A service requested to verify the accuracy or functionality of a meter, with costs recoverable from the customer unless the meter is found to be faulty.

Meter Data: Information collected from a **smart meter** or other metering device at the customer's premises, used to calculate energy usage.

Meter Reading: The process of obtaining consumption data from the meter to calculate energy usage and prepare accurate bills, conducted at least once every 12 months in compliance with Energy Law.

Minimum Battery Capacity: the minimum sized **battery system** that must be connected to qualify to participate in the **HighFlow** Virtual Power Plant services.

Minimum Generation Thresholds: The minimum amount of energy that must be generated by a solar system connected to the **HighFlow** Virtual Power Plant

Minimum Solar Capacity: The minimum sized solar system that must be connected to qualify to participate in **HighFlow**'s Virtual Power Plant services.

Mitigation: Actions taken by the **affected party** to minimise, overcome, or remove the effects of a **Force Majeure Event** as promptly as possible.

National Energy Market (NEM): Refers to the electricity market operated by the Australian Energy Market Operator (AEMO), which coordinates the supply of electricity in Australia.

National Energy Retail Rules: A set of regulations under the National Energy Retail Law governing the sale and supply of energy.

Networked Fixed Fees: These fees include any fees levied by the DNSP or TNSP that are charged on a daily basis.

Networked Variable Fees: These fees include any fees levied by the DNSP or TNSP that are charged as a function of the energy consumed at the premise.

Notice: Any formal communication, bill, or message issued under this Agreement, delivered through methods outlined in clause 12.1.

Obligations: Duties or responsibilities under this Agreement, excluding any **obligation** to pay money.

Payment Plan: An arrangement offered to customers experiencing difficulty in paying their bills, allowing payments to be made in installments over time.

Personal Information: Refers to information or an opinion about an identified individual, or an individual who is reasonably identifiable, as defined under the **Privacy Act 1988** (Cth), including data used for credit assessment, billing purposes, and other functions necessary under this Agreement.

Premises: Refers to the property or location specified in the **Energy Plan** where energy is supplied, **Virtual Power Plant (VPP)** services are delivered, metered, and used, and where the battery or associated equipment is installed under this Agreement.

Privacy Act 1988: Australian legislation that governs the collection, use, and disclosure of **personal information.**

Reconnection Requirements: The steps that must be taken to restore energy supply to the Premises if **disconnection** occurs.

Related Bodies Corporate: Refers to any entity related to **HighFlow** as defined under the Corporations Act 2001 (Cth).

Sensitive Financial Information: Data such as credit card numbers or bank account details, which will not be communicated via electronic methods like email.

Small Customer: A residential customer or small business consuming energy at levels specified under applicable **Energy Laws**.

Smart Meter: A digital electricity meter that records energy usage in intervals and communicates data remotely to the energy provider.

Solar Battery Installation: The combined solar and **battery systems** installed at the customer's premises.

Special Meter Read Fee: A fee applied when billing is initially based on **estimated usage** and subsequently updated upon customer-requested actual **meter readings**.

Supply Start Date: The date on which energy supply commences under this Agreement.

Termination Date: The date on which this Agreement ceases to be in effect, as determined under clause 13.

Termination or Expiry: Refers to the end of this Agreement, after which certain obligations or rights, such as privacy obligations, may continue to apply.

Third Parties: Refers to contractors, agents, **Related Bodies Corporate**, credit reporting agencies, or other entities involved in delivering the **HighFlow services** or related functions under this Agreement.

Third-Party Services: Refers to services or updates provided by entities not directly affiliated with **HighFlow**, which may include hardware upgrades, software updates, or related integrations.

Undercharged Amount: The difference between the amount billed to the customer and the amount that should have been billed based on actual usage data.

Unpaid Bills: Refers to amounts due under your electricity account that remain unpaid past the due date.

Usage Charges: Charges for the energy consumed at the customer's premises during a **billing period**, as calculated based on **meter data** or estimates

Virtual Power Plant (VPP): A network of distributed energy resources, including solar and battery systems, remotely operated by **HighFlow** to provide grid support and optimize energy usage.

HighFlow: **HighFlow Energy** Pty Ltd (ABN 40 684 177 893), the entity providing Virtual Power Plant services under this Agreement.

HighFlow Services: Refers to the services provided by **HighFlow** under this Agreement, including the management of your energy usage, **battery systems**, and participation in the **Virtual Power Plant (VPP)** program.

We, Us, or Our: Refers to **ERC Energy** or **HighFlow**, as applicable, depending on the context within this Agreement.

Withdrawal of Consent: Refers to your right to revoke consent for the use of your **Personal Information** or data, subject to the consequences outlined in this Agreement.

Written Notice: Refers to official communication provided in writing, including electronic formats, as permitted under applicable laws, to notify you of amendments, changes, or any other matters related to this Agreement.