



Tesla Energy Plan - ToU
Terms and conditions

April 2022

Tesla Energy Plan: terms & conditions

These terms should be read in conjunction with the standard Energy Locals Market Terms & Conditions.

- (a) You acknowledge and agree that on each day during this Agreement you must:
- i. have authority and capacity to enter into this Agreement;
 - ii. be a residential customer on a residential network tariff;
 - iii. not be participating in another Virtual Power Plant program;
 - iv. have a System¹ installed that does not have network supply voltages that exceed AS/NZS4777.2 inverter operating limits;
 - v. own or have the right to use the System;
 - vi. own or occupy the premises at which the System is or will be installed, or if you are not the owner, you have obtained written consent from the owner in relation to the entry into and performance of this Agreement;
 - vii. have all necessary approvals, consents or authorities from any owner, residents, owner's corporation or local authorities;
 - viii. ensure the System is properly functioning and maintained and that you are connected to the internet (ideally through wifi or an ethernet connection) on a continuous basis;
 - ix. if you live in Victoria, have a smart meter installed prior to entering this Agreement;
 - x. if you live in any other state, have a smart meter installed or be involved in an active installation process while entering this Agreement (and if required bear the cost of any additional electrical works necessary to make the property compliant). If you do not have a smart meter installed on entering this Agreement, you will be charged a single rate tariff until the installation is complete (see [pricing and terms](#));
 - xi. have a solar PV system size no larger than 15kW for each eligible Powerwall at the premises at which the System is installed;
 - xii. waive any Powerwall Credits or Welcome Credits that remain on your account, should you choose to terminate this Agreement. Powerwall Credits and Welcome Credits are not redeemable for cash and may only be used to offset energy charges. You may request to withdraw the value of other credits on your account for cash (e.g. credits generated via Feed in Tariff, Grid Support Credits).
 - xiii. if you joined the Tesla Energy Plan between 22 March 2021 and 31 March 2022 and received a discounted Powerwall, pay back any hardware discount if you decide to leave the Tesla Energy Plan before the minimum term of 24 months, calculated as $(\$ \text{ hardware discount} / 24) \times \text{the number of months remaining in the Minimum Term}$, capped at \$2000 (inc. GST). If you previously received a hardware discount you are not eligible to receive Powerwall Credits or Welcome Credits for the same premises (and you must continue to maintain eligibility as described below).

¹ System means the solar PV, an eligible Powerwall (excluding Powerwall 1) and smart meter systems operating individually, or aggregated as the context requires.

- xiv. ensure you meet the eligibility criteria² for the offer you select:
 - i. Powerwall Credits and Welcome Credits are distinct offers that are only available at point of sale for the Tesla Energy Plan. They cannot be claimed together and are only available once per premises.
 - ii. Powerwall Credits are only available to customers who join the Tesla Energy Plan within 30 days of a new, eligible Powerwall installation, and don't have an existing Powerwall at the same premises. If you install more than 1 Powerwall at the same time and join the Tesla Energy Plan within 30 days of installation, only the first Powerwall is eligible to receive Powerwall Credits.
 - iii. Welcome Credits are only available to customers who have had an eligible Powerwall installed more than 30 days before transferring to the Tesla Energy Plan, and have not been connected to the Tesla Energy Plan previously. If you have an existing Powerwall and you install a new Powerwall at the same premises and join the Tesla Energy Plan within 30 days of installation, you are eligible to receive the Welcome Credit only.
 - iv. If you are already connected to the Tesla Energy Plan and you purchase and install an additional Powerwall at the same premises, you are not eligible for Powerwall Credits or Welcome Credits.
- xv. allow Energy Locals to work with the relevant network provider to select the most appropriate network tariff arrangement for the Tesla Energy Plan, and acknowledge that your electricity meter may need to be reconfigured as a result;
- xvi. comply with our requests to ensure our compliance with the Rules³ in relation to the premises at which the System is installed and the System;
- xvii. allow Tesla⁴ to control the System and its back-up functionality. Tesla will provide a minimum battery reserve of 20% for back-up. This will be set at 20% automatically once you transfer to Tesla Energy Plan, after which you can request it to be set lower;
- xviii. allow Tesla to discharge your solar and/or Powerwall directly to the grid. The Powerwall discharge cycle limit (675 kWh or 50 x 13.5 kWh discharges from your Powerwall to the grid per year) applies to each Powerwall individually, and is calculated from the date of your transfer to the Tesla Energy Plan (if your Powerwall was installed prior to joining the Tesla Energy Plan) or date of Powerwall installation (if your Powerwall was installed after joining the Tesla Energy Plan). The Powerwall discharge cycle limit applies to all network regions where the Tesla Energy Plan is available, except Ausgrid (see [FAQs](#) for more details).
- xix. cooperate with Tesla in relation to and allow Tesla to install software upgrades; and

² Eligibility will be periodically checked. If you are found to be ineligible for the product you have selected, Energy Locals reserves the right to remove the credit from your account.

³ Rules or Energy Laws mean the National Energy Retail Rules made under the National Energy Retail Law, State and Territory laws and rules relating to energy and the legal instruments made under those laws and Rules, including the Electricity Industry Act 2000 (Victoria) and Energy Retail Code (Victoria).

⁴ Tesla refers to Tesla Motors Australia, Pty Ltd (TMA); (ABN 68 142 889 816)

- xx. cooperate with Tesla to remove your System from the VPP, if at any time you terminate this Agreement. Tesla will remove your System as soon as reasonably practical, upon receiving the necessary market data and signals.
- (b) You must not, and must not allow, any other person to (unless otherwise authorised in writing by us or by Tesla):
 - i. control, move, remove, tamper with, disable, displace or damage any System (including disconnecting its internet connectivity); or
 - ii. provide you with any services similar to or the same as the services under this Agreement in relation to the System.
- (c) References in the standard terms and conditions to Rules in your State only apply to the extent such Rules bind you or are applicable to our services or the System