

Tesla Energy Plan Terms and conditions

May 2024

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. have a Tesla Powerwall (excluding Powerwall 1)
 - iv. not be participating in a Virtual Power Plant program operated by a party other than Tesla¹;
 - v. ensure that your System² does not have network supply voltages that exceed AS/NZS4777.2 inverter operating limits;
 - vi. own or have the right to use the System;
 - vii. 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;
 - viii. have all necessary approvals, consents or authorities from any owner, residents, owner's corporation or local authorities;
 - ix. 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;
 - x. if you live in Victoria, have a smart meter installed prior to entering this Agreement;
 - xi. 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](#));
 - xii. have a solar PV system size no larger than 15kW for each eligible Powerwall at the premises at which the System is installed;
 - xiii. 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;
 - xiv. comply with our requests to ensure our compliance with the Rules³ in relation to the premises at which the System is installed;
 - xv. allow Tesla 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 may request it to be set lower;

¹ Tesla refers to Tesla Motors Australia, Pty Ltd (TMA); (ABN 68 142 889 816)

² System means the solar PV, an eligible Powerwall (excluding Powerwall 1) and smart meter systems operating individually, or aggregated as the context requires.

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).

- xvi. allow Tesla to discharge your solar and/or Powerwall directly to the grid. You may receive credits on your bill in exchange for this. The value of the credits and the manner in which they are applied to your bill will be detailed in the Energy Fact Sheet (if you live in Victoria) or the Basic Plan Information Document (BPID) (if you live outside Victoria) corresponding with the plan that you have selected, which may change from time to time as permitted by regulations and communicated to you by Tesla
 - xvii. allow Tesla to install software upgrades; and
 - xviii. cooperate with Tesla to remove your System from the Tesla's control, 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