social®
ENERGY

Grid Services Agreement and Terms and Conditions

This Agreement is between you and Social Energy Ltd, a company registered in England and Wales with company number 10625256 and whose registered office is at St Pegs Mill, Thornhill Beck Lane, Brighouse, HD6 4AH ("**SEL**");

BACKGROUND:

(a) **You** have a **Flexibility Asset(s),** and/or **Smart Hub** at **Your Property**

(b) **SEL** is the **Smart Hub Controller**. This means it will be able to, via the **Smart Hub**, (i) monitor energy generation and consumption at **Your Property** in real time, and (ii) charge and discharge **Your Flexibility Asset** at its discretion; to undertake **Grid Services**, in return for which **You** will receive **Smart Hub Benefits** provided that **You** comply with these terms and conditions

(c) Additionally, in order for the **Smart Hub Benefits** to accrue to **You**, **You** must (i) comply with the **Smart Hub Usage Obligations**, and (ii) download the **Social Energy App**.

(d) **This Agreement** sets out the terms on which **SEL** as **Smart Hub Controller** shall undertake **Grid Services** for **You** in accordance with the standard of a **Reasonable and Prudent Operator**.

IT IS AGREED:-

1 Definitions and interpretation

In **this Agreement**, the following definitions will apply:-

"Agreement Date" means the date of **this Agreement**.

"Approvals" means all relevant and necessary consents, licences, permits and /or approvals, including but not limited to, any deed of covenant or landlord approval and/or those from local authorities in respect of network connection agreements, building regulations, planning permission, alterations to listed buildings and/or alterations carried out to a conservation area, and also including any notifications required by **Your FIT Licensee**.

"Change in law" means any change in any law (including but not limited to any statute, regulation and/or industry rules and including in relation to tax) of England and Wales, the United Kingdom (or any part thereof) or the European Union which is legally binding on **SEL** and/or **You** and which relates to **SEL's** and/or **Your** obligations under **this Agreement**.

"Contract Term" means the period from the **Conditions Satisfaction Date** until the date **this Agreement** is terminated in accordance with its terms.

"End User Licence Minimum Terms" means the terms that **SEL** as **Smart Hub Controller** is obliged (by its software licence) to ensure that **You** comply with so that **You** can use **the Smart Hub**.

"FIT" means the scheme introduced by the UK Government under the Energy Act 2008 and managed by Ofgem.

"FIT Export Payment" means a payment from **Your FIT Licensee** to **You** under the **FIT** scheme.

"FIT Generation Payment" means a payment from **Your FIT Licensee** to **You** under the **FIT** scheme.

"FIT Licensee" means an **Electricity Supplier,** who can offer **FIT** to **You.**

"FIT Register" means the electronic web-based system used to manage the **FIT** scheme.

"Flexibility Assets" means electrical equipment approved by SEL and which may or may not be installed by the Installer at **Your Property** that can be operated by the **Smart Hub** to provide **Grid Services**, including **a battery energy storage system,** solar photovoltaic inverter, electric vehicle charger, heat pump, hot water tank.

"Grid Services" means a set of energy demand reduction and/or energy demand increase services provided to the electricity system operator, National Grid Electricity System Operator Limited **("NGESO")**, and to other market participants in the electricity system.

"Installer" means an installer that is approved by **SEL**.

"Load Following Device" means any device installed in the home that responds to energy consumption or production in the home to alter the volume of energy imported from or exported to the grid.

"Property" means either of (i) the property that **You** own and rent out for domestic use and in respect of which **You** have provided the **Required Broadband Connection**; or (ii) the property where **You** live and in which **You** own a freehold or leasehold interest in land**,** or (iii) the property where **You** live and in which **You** do not own a freehold or leasehold interest in land; and in each case **You** have obtained all required **Approvals** in relation to such property.

"**Required Broadband Connection**" means a domestic broadband connection with spare Ethernet port connection and electrical socket to interact with the **Smart Hub** which is active and stable for use by **SEL** at a minimum 90% of the time.

"Reasonable and Prudent Operator" means that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced person engaged in the same type of undertaking and under the same circumstances which shall include compliance with manufacturer's manuals etc.

"SEL Affiliate" means **SEL's** parent undertaking or any subsidiary undertaking of **SEL** or of its parent undertaking and the expressions 'parent undertaking' and 'subsidiary undertaking' shall have the same meaning as they have in the Companies Act 2006.

"Smart Hub" means the piece of smart technology equipment that enables **SEL** as the **Smart Hub Controller** to operate **Flexibility Assets** at **Your Property** and undertake **Grid Services**, in return for which **You** will receive the **Smart Hub Benefits** (subject to **You** complying with the **Terms and Conditions**).

"Smart Hub Benefits" means those benefits being cost savings on your energy bill that accrue to **You** as a result of SEL optimising **Your** energy consumption against a time of use tariff, or a monthly credit. Calculated as an equal share of 70% of the total income from third-party contracts generated by **SEL** in a given calendar month to which **Your Smart Hub** contributed) to **Your Account** from **Social Energy LTD** and: (i) provided via the **Social Energy App** and (ii) accruing monthly from the date which falls 90 days from the date on which you installed the **Smart Hub** and **Flexibility Asset** or 90 days from the **Agreement Date**, whichever is later (iii) paid to **You** on a monthly basis after the date in (ii) via a credit to **Your** nominated Bank Account.

"Smart Hub Usage Obligations" means **You** have (i) signed **this Agreement**; and (ii) agreed to comply with the **End User Licence Minimum Terms** which allows **You** to use the **Smart Hub**; and (iii) agreed to comply with the Acceptable Use policy which allows **You** to use the **Social Energy App**; and (iv) agreed to the **Social Energy LTD** Privacy Policy.

"Social Energy App" means **SEL's** mobile application available at the Apple App Store or Google Play Store (App Store) to be used in accordance with the Acceptable Use policy.

"Your Account" means the record held by **SEL** incorporating the performance of **Your Flexibility asset** and a record of any transactions and communications between **You** and **SEL**

"Statement of Account" means the statement on the **Social Energy App** which shows **You** all relevant details in relation to **Your Account** with **SEL**.

"Terms and Conditions" the terms and conditions set out in **this Agreement**

1.1 Headings shall not affect the interpretation of **this Agreement**.

1.2 Words in the singular shall include the plural and vice versa.

1.3 A reference to one gender shall include a reference to the other genders.

1.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Term and conditions precedent

2.1 Subject always to clause 2.2, **this Agreement** begins on the **Agreement Date** and shall continue until the end of the **Contract Term** (as may be extended by clause 7 of **this Agreement)**.

2.2 **SEL's** obligations under **this Agreement** are conditional upon, and shall only come into effect on the date on which **SEL** is satisfied, in its sole discretion, that **You** have satisfied all of the conditions set out in clause 2.3 below (**"the Conditions Satisfaction Date"**).

2.3 The conditions referred to in clause 2.2 are:

2.3.1 **You** have a **Flexibility Asset** and **Smart Hub** installed at **Your Property**; and

2.3.2 **You** have the **Required Broadband Connection**; and

3 SEL's obligations

3.1 **SEL** shall control your Battery or other Flexibility Assets :

3.1.1 with reasonable skill and care; and

3.1.2 in accordance with the standard of a **Reasonable and Prudent Operator**; and

3.1.3 in accordance with applicable laws, permits, consents, licences and regulations.

3.2 **SEL** must notify **You** within 1 month if it becomes aware that it is not able to operate **Flexibility Asset** to undertake **Grid Services.** For the purposes of this clause 3.2, **SEL** shall notify **You** by email or via the **Social Energy App.**

3.3 From the time that **You** download the **Social Energy App** in accordance with the **Terms and Conditions**, **SEL** shall provide **You** with access to **Your Statement of Account** so that **You** can monitor **Your Battery**, energy usage, etc.

3.4 **SEL** must ensure that **Your Smart Hub Benefits** accrue from the date which falls 90 days from the date on which you installed the **Smart Hub** and **Flexibility Asset** or 90 days from the **Agreement Date**, whichever is later. **SEL** shall pay the **Smart Hub Benefits** to **You** via a credit to **Your** nominated Bank Account on a monthly basis occurring after the date on which the credits began to accrue under this clause

4 Your continuing obligations

4.1 **You** must:

4.1.1 maintain **Your** solar photovoltaic system, **Flexibility Assets** and **Smart Hub** in a good working state in accordance with the manufacturers' manuals and/or recommendations (including the user manual) during the **Term**; and

4.1.2 maintain **Your** solar photovoltaic system and **Flexibility Assets** in accordance with **Your** connection agreement with **Your** distribution network operator; and

4.1.3 ensure that the **Flexibility Asset** continues to be one that is approved by **SEL** during the **Term**; and

4.1.4 ensure that the **Smart Hub** and/or the **Smart Hub** and **Flexibility Asset** remain connected to the internet via the broadband router in the **Property** as well as the mains electrical power supply at the **Property**; and

4.1.5 ensure at all times that separate to any on-site generation from the solar photovoltaic system to the **Property**/**Flexibility Asset**, the **Property** (and the Flexibility Assets) will otherwise continue to be supplied by an electricity supplier operating under a licence awarded to it pursuant to Section 6 of the Electricity Act 1989 or under an exemption to said Act

4.1.6 grant **SEL** and the **SEL Affiliates** the right to monitor the **Flexibility Asset** and take sole control, of the operation of the **Flexibility Asset**; and

4.1.7 ensure that there are no **Load Following Devices** installed and operating in **Your** home that have not been approved by **SEL**.

4.1.8 consent to the use of **Your** broadband connection for data sharing, which will be at least 1GB/month and 80 kbits/s; and

4.1.9 comply with these **Terms and Conditions**.

4.2 **You** acknowledge that if **You** fail to comply with clause 4.1.4 and 4.1.5 above such that **SEL** is unable to contact the **Flexibility Asset You** may not be eligible for **Grid Services**. It is required that the daily **Flexibility Asset** availability is not less than 90%. If this availability is not met due to lack of internet connectivity or active connection to supply caused by **You**, a member of your household, your internet provider, or other persons in or around **Your Property**, you might not be eligible to be used for **Grid Services** and lose out on this credit.

4.3 **You** must allow **SEL** to test the **Battery** from time-to-time. Such testing will normally be done remotely but **You** shall provide **SEL** with access to the **Property** if **SEL** needs to physically test the **Flexibility Asset**. **You** will incur charges if a site visit to physically test the **Flexibility Asset** is due to customer failure or issue caused by you. **SEL** will inform **You** of its charges regarding site visits in advance of such test. Charges will not be incurred if a site visit is requested by NGESO. If **SEL** or its agent is not given access to the **Property** for the appointment it has agreed with **You** to test the **Flexibility Asset**, then **SEL** may charge **You** the costs it has incurred in connection with that abortive visit.

4.4 **You** shall grant **NGESO**, its agents and/or contractors audit and inspection rights to the **Flexibility Asset** (upon not less than 5 business days' notice) if they require this under **SEL's** agreement with them.

5 Payments

5.1 Provided **You** comply with **this Agreement,** you will become eligible for **Smart Hub Benefits** starting from the date which falls 90 days from the date on which you installed the **Smart Hub** and **Flexibility Asset** or 90 days from the **Agreement Date**, whichever is later.

5.2 These **Smart Hub Benefits** shall be paid to **Your** nominated Bank Account on a monthly basis occurring after the date on which the credits began to accrue under this clause 5.1**.**

5.3 **You** acknowledge and agree that **SEL** makes no guarantee or assurance to **You** that **You** will achieve any particular level regarding energy savings, and/or credits to **Your Account** and/or reduction in carbon emissions.

6 Liability and indemnities

6.1 **SEL's Liability to You**
Subject to clauses 6.2 and 6.4 below, provided that **You** are not in breach of **this Agreement**, **SEL** will be responsible for any loss or damage **You** suffer that is foreseeable as a result of its negligence but will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of **SEL's** negligent breach and contemplated by **You** and **SEL** at the time **this Agreement** was entered into. **SEL** shall not be negligent if its actions meet the standards of a **Reasonable and Prudent Operator**.

6.2 If **You** use the **Flexibility Asset** and **Smart Hub** for any commercial, business or re-sale purpose, **SEL** will have no liability to **You** whatsoever. **You** shall indemnify **SEL** from and against all actions, claims, demands, costs, expenses, liabilities or damages which **SEL** suffers arising from **Your** breach of this clause 6.2.

6.3 **SEL's** total liability to **You** in respect of all losses arising under or in connection with **this Agreement** shall not exceed the total amount of the **Smart Hub Benefits** payments that would have been paid to **You** under **this Agreement** in the relevant calendar year if **SEL** had not breached **this Agreement**.

6.4 Neither party excludes or limits in any way its liability for:

6.4.1 death or personal injury caused by its negligence or the negligence of its employees;

6.4.2 fraud or fraudulent misrepresentation;

6.4.3 any indemnity under **this Agreement**; and

6.4.4 which it cannot exclude or limit liability for under applicable laws.

6.5 **You** shall indemnify **SEL** from and against all actions, claims, demands, costs, expenses, liabilities, or damages it suffers as a result of:

6.5.1 any claims by third parties arising from **Your** breach of **this Agreement**;

6.5.2 any breach by **You** of **Your** obligations in clause 4 of **this Agreement**; and

6.5.3 **Your** failure to have complied with any applicable law and/or obtained all required **Approvals** in relation to the installation of the solar photovoltaic system, **Flexibility Assets** and **Smart Hub** at **Your Property.**

6.6 **You** confirm that **You** have read and accepted the **End User Licence Minimum Terms**, the Acceptable Use policy, and **Social Energy LTD's** Privacy Policy. **SEL** gives no

warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the **Social Energy App**. **You** acknowledge that such information and materials may contain inaccuracies or errors and that use of any information or materials on the **Social Energy App** is entirely at **Your** own risk.

7 Events outside SEL's control

7.1 **SEL** will not be liable or responsible for any failure to perform or delay in performance of, any of its obligations under **this Agreement** that is caused by events outside its reasonable control.

7.2 An event outside of **SEL's** control includes any act, event, non-occurrence, omission or accident beyond its reasonable control and includes, in particular (without limitation), the following:

7.2.1 civil commotion, civil war, riot, invasion, armed conflict, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; and/or

7.2.2 acts of God, collapse of buildings, fire, explosion, inclement weather, storm, flood, earthquake, subsidence, drought, epidemic or other natural disaster; and/or

7.2.3 impossibility of use of railways, shipping, aircraft, motor transport or other means of public or private transport; and/or

7.2.4 **Change in law**; and/or

7.2.5 strikes or labour unrest (other than in relation to **SEL's** own employees); and/or

7.2.6 default by one of **SEL's** suppliers or sub-contractors.

7.3 If an event outside **SEL's** control takes place that affects its performance of its obligations under **this Agreement:**

7.3.1 **SEL** will contact **You** as soon as reasonably possible to notify **You** of the occurrence of such event, its expected duration and the obligations which it is prevented from performing and shall continue to provide regular reports during the period such event is continuing; and

7.3.2 **SEL's** obligations under **this Agreement** shall be suspended and the time for performance of its obligations will be extended for the duration of the event outside **SEL's** control; and

7.3.3 **SEL** will take reasonable steps to bring such an event to a close or to find a solution by which its obligations under **this Agreement** can be performed despite such event.

7.4 **SEL** shall recommence the **Grid Services** to **You** as soon as reasonably possible following the cessation of the "event outside **SEL's** control".

7.5 Either party shall have a right to terminate **this Agreement** if **SEL** has been prevented from performing its obligations due to an event outside its control for a continuous period of two calendar months.

7.6 If after **this Agreement** comes in force, either of **SEL** or **You** serve notice on the other that it reasonably considers that there has been a **Change in law** which materially affects **this Agreement**, **SEL** and **You** shall meet to negotiate in good faith (both acting

reasonably) such amendments to **this Agreement** as are necessary to achieve (in so far as is possible) the same overall balance of benefits, This clause 7 is subject always to **SEL's** right to immediately terminate **this Agreement** under clause 8.5.8 of these **Terms**.

8 Termination

8.1 Termination by **You**

8.2 You have the right to cancel **this Agreement** and your relationship with us up to 14 days from the date of **this Agreement**. We call this the cooling-off period. To do this, simply email us on support@social.energy or contact us through the App.

8.3 Subject to clause 8.4 below, **You** must give **SEL** at least two calendar months' written notice before terminating **this Agreement.**

8.4 **You** shall be entitled to terminate **this Agreement** immediately (on providing written notice to this effect) in the following circumstances:

8.4.1 if **SEL** commits a material breach which has not been remedied within 14 days of **Your** written notice to **SEL** to remedy such material breach; and/or

8.4.2 **SEL** goes into liquidation or a receiver or an administrator is appointed over its assets; and/or

8.4.3 **SEL** has been prevented from performing its obligations due an event outside its control for a continuous period of two calendar months; and/or

8.4.4 if **SEL** varies **this Agreement** without **Your** prior consent under clause 12.3 and **You** are opposed to any such variations.

8.5 Termination by **SEL**
SEL must give at least two calendar months' notice to **You** before terminating **this Agreement.** Notwithstanding this, **SEL** shall be entitled to terminate **this Agreement** immediately (on providing written notice to this effect) in the following circumstances:

8.5.1 if **You** commit a material breach which has not been remedied within 14 days of **SEL's** written notice to **You** to remedy such material breach; and/or

8.5.2 **You** are unable to pay **Your** debts as they fall due or are declared bankrupt**;** and/or

8.5.3 **You** move out of the **Property;** and/or

8.5.4 **You** sell the **Property;** and/or

8.5.5 **Your Property** has been repossessed by a mortgagee or some other third party**;** and/or

8.5.6 **SEL** has been prevented from performing its obligations due to an event outside its control for a continuous period of two calendar months; and/or

8.5.7 if there are any changes to **NGESO's** (or other parties') contractual or technical requirements for balancing the grid such that the arrangements contemplated in **this Agreement** will be in breach of **NGESO's** requirements and/or any applicable law and/or regulations and/or electricity industry and any other relevant industry codes; and/or

8.5.8 if there is a **Change in Law.**

8.6 Termination of **this Agreement**:

8.6.1 by **SEL** shall not affect any rights and obligations which may have accrued to **SEL** and **You** prior to **SEL's** termination of **this Agreement. SEL** shall only be obliged to pay **Smart Hub Benefits** which have accrued to **You** up to the date of the occurrence of the termination event(s) in clause 8.5; and

8.6.2 by **You** shall not affect any rights and obligations which may have accrued to **You** and **SEL** prior to **Your** termination of **this Agreement**. **SEL** shall be obliged to pay to **You** any **Smart Hub Benefits w**hich have accrued to **You** up to the date **You** terminated **this Agreement.**

9 Moving home

9.1 If you move home, you should give us at least 2 Working Days' notice of your planned moving date. To do this, please contact us in the App, or search on our Website and follow the instructions given or email us on support@social.energy

9.2 If you give us notice in accordance with the above, we will end your Agreement at the Property on the day you have notified us that you will move out and you will not accrue any further benefits

10 Complaints

10.1 If you're unhappy with our service, you can make a Complaint by contacting us via the App, in writing or by telephone. We will follow the Complaints policy on our Website.

10.2 We aim to respond to Complaints as soon as practicable either with a resolution or to explain our next steps.

11 Customer Data

11.1 SEL, Levelise Limited and any other SEL Affiliates will have full access to any data or information generated, collected, processed or stored as part of the Grid Services, which may include Your personal data.

11.2 **SEL, Levelise Limited** and the **SEL Affiliates** are committed to protecting **Your** privacy and to complying with applicable data protection and privacy laws. **Social Energy LTD's** Privacy Policy and **Levelise Limited's** privacy notice tells **You** how each of them collects, uses, and protects **Your** information when **You** visit **SEL's** website or use the **Social Energy App** and **Your** rights to **Your** information. **SEL, Levelise Limited** and **the SEL Affiliates** will only use information they collect about **You** in accordance with **SEL's (**customer) privacy notice**, Levelise Limited's** privacy notice (as applicable).

12 General

12.1 All notices required under **this Agreement** shall be given by email and/or via the **Social Energy App. You** can also submit a query in relation to **this Agreement** by emailing support@social.energy. In **Your** email **You** must put "**Grid Services**" in the subject box. **SEL** will endeavour to answer **Your** enquiry as soon as practicable and within five business days. **SEL's** address and telephone numbers are set out in its website at http://social.energy/index.html.

12.2 **SEL** shall be entitled to transfer its rights and obligations under **this Agreement** to any person (including any **SEL Affiliate**) without having to obtain **Your** prior consent. **You** may not transfer **Your** rights and obligations under **this Agreement** to any other person without **SEL's** prior written consent.

12.3 **SEL** shall be entitled to vary **this Agreement** without **Your** prior written consent. If **SEL** make changes to **this Agreement** that are disadvantageous to **You** it will give **You** 30 days' notice to let **You** know about the changes.

12.4 If any court or competent authority decides that any of the provisions of **this Agreement** are invalid, unlawful or unenforceable to any extent, the **Term** will, to that extent only, be severed from the remaining **Terms**, which will continue to be valid to the fullest extent permitted by law.

12.5 **This Agreement** is the entire agreement between **You** and **SEL** and all prior agreements are superseded by **this Agreement**. Each party confirms it is not relying on any oral representations or warranties of the other party except as set out in **this Agreement.**

12.6 **This Agreement** is between **SEL** and **You** and no other person, shall have any rights to enforce **this Agreement,** save that **SEL** and **You** agree that any **SEL Affiliate** shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce **this Agreement** in so far as is relevant to such **SEL Affiliate**.

12.7 If **SEL** fails, at any time while **this Agreement** is in force to insist that **You** perform any of **Your** obligations under **this Agreement**, or if it does not exercise any of its rights or remedies under **this Agreement,** that will not mean that it has waived such rights or remedies and will not mean that **You** do not have to comply with those obligations. If **SEL** waives a default by **You**, that will not mean that it automatically waives any subsequent default by **You**. No waiver by **SEL** of any provision of **this Agreement** shall be effective unless it expressly says that it is a waiver and tells **You** so in writing.

12.8 **This Agreement** may be executed in counterparts, each of which will be considered an original, but all of which shall constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

12.9 **This Agreement** shall be governed by English law and both **SEL** and **You** agree to the exclusive jurisdiction of the English courts. However, if **You** are a resident of Northern Ireland **You** may also bring proceedings in Northern Ireland, and if **You** are a resident of Scotland, **You** may also bring proceedings in Scotland.