

Carbon Co-op

Terms and Conditions for participation in the PowerShaper Trial

Many thanks for your interest in participating in demand-side response programmes through our PowerShaper service. You have completed our online application form – based on that information, any discussions with you, as well as other factors such as the types of electrical appliances you have installed in your property and any smart meter at your property, we have decided that you meet our criteria for our PowerShaper service ('the Service').

The Service is designed to enable you to participate in demand-side response programmes run by grid operators and aggregators which support the operation of the electricity grid and increase the amount of renewable energy that can be integrated into the grid. You are involved when we use hardware installed in your home to enable certain existing electrical appliances to be turned on and off remotely, at the request from grid operators and energy aggregators. If stated below, you get paid an incentive for allowing us to turn your nominated electrical appliances on or off remotely.

You can change your mind cancel this agreement within 14 days. After 14 days you can only cancel as set out in **paragraph 12**.

1. **We, the Consultant (Carbon Coop), will:**
 - 1.1 provide the Service regularly and efficiently; we are not responsible for delays to the Service beyond our reasonable control or due to your failure to provide access to your property or your instructions on time,
 - 1.2 use reasonable skill and care in carrying out the Service,
 - 1.3 pay the incentive which has a total equivalent cash value of £300 and is paid in two instalments of £150: the first when we finish installing our equipment, and the second at end of the trial period after we have carried out our final survey and/or phone interview,
 - 1.4 comply with all legislation, codes of practice, standards, guidelines and regulations applicable to the Service.

2. **You, the Customer will:**
 - 2.1 use reasonable skill and care in carrying out your obligations,
 - 2.2 communicate with us regularly, promptly and respectfully,
 - 2.3 ask questions if you do not understand what we are doing or why,
 - 2.4 insure your home and contents to cover our equipment
 - 2.5 let us know at least 30 days before if you are going to move house or leave your house empty for more than 14 days (so we can remove our equipment),
 - 2.6 promptly provide information and documents, as well as arrange for safe access to your property whenever reasonably needed, all to allow us to provide the Service.

Safely Sharing Data

- 3 Copyright in all documents, designs and information provided by us to you belongs to us. You have a licence to use and copy those documents for all purposes relating to the Service provided you keep our name on those documents and comply with the terms of this licence: [Creative Commons Attribution-Non commercial-No Derivative Works 2.0 UK: England and Wales](#). You may not use those documents for any other purposes. All such documents are confidential.
- 4 Both of us will keep information relating to your property and the Service confidential except where required by law, the Service or where publicly known. We will seek your approval before

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uploading any material relating to your property to our website and are happy to accommodate any specific confidentiality needs.

- 5 We are committed to ensuring data privacy. We will process, store and handle data about the Service lawfully, fairly and transparently, for the purposes of the Service. Our privacy policy is available at <https://carbon.coop/privacy-policy/>.

The Basis on Which We Work Together

- 6 We can subcontract our responsibilities (including employing external assistance) under this agreement without your consent.
- 7 Notices and information can be given by email.

Changing the Service

- 8 We will not make any substantial change to the Service without your prior consent.
- 9 The Service can only be decreased, extended or modified by written agreement between us, detailing the changes to the Service and any fees payable by either party.
- 10 This agreement can only be varied or extended by a written agreement signed by our authorised signatory and each customer.

Complaints and Disputes

- 11 If you are not satisfied with how we are carrying out or have carried out the Service, we welcome your feedback. Please visit our website to let us know how we can assist or where you were not satisfied or email us at powershaper@carbon.coop. The best way to ensure our Service meets your expectations is for you to keep talking to us – always let us know if our assumptions or understanding is incorrect.
- 12 If there is a serious breach of this appointment either party may end this agreement by giving 14 days' notice by email to the other (or immediately for insolvency). After that period, we will end the Service.
- 13 In the event of a dispute which we cannot resolve amicably, either of us can bring a claim in the courts of England and Wales, or use a suitable adjudication procedure. The laws of England and Wales apply.
- 14 On termination, we will provide a copy of any material not previously provided to you.
- 15 In the event of any breach of this agreement: a) by us, our total liability will not exceed £10,000; and b) by you your total liability will not exceed the cost of the equipment; in both cases excluding claims arising from death, personal injury or fraud.

Submitting the enrolment form with confirmation that you accept these terms will create a contract between us.

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What The Service Entails:

From the Consultant, Carbon Coop	From the Customer, you
We will arrange for 2 visits to your property to (1) install electrical hardware which will be carried out by competent electrician subcontractors and (2) install and test the control system, as well as discussing further arrangements with you.	You will arrange access to your property for these 2 visits. You must give us at least 48 hours' notice if you need to re-arrange either of these visits. You will give us permission to use the existing services and equipment at your property. You confirm you are the owner of the property and all relevant equipment.
We will install hardware in your property for the period when we are providing the Service. We will test that the hardware and control system does not interfere with your use of any equipment and provide documents to confirm this.	You can watch any tests. The hardware and control system remain our property and you must not attempt to fix or resolve issues with them without our prior consent. You must not remove or tamper with the hardware or control system.
We will provide access to our web application.	You can access information about the Service on our web application.
We will automatically enrol you in the demand side response programme which will dictate when and how frequently your equipment is turned on and off - at present this is once or twice a week for a period of 3 months.	You can access information about your meter data on our web application (once your meter is enrolled).
Your data will be collected, used and stored as set out in our data policy https://carbon.coop/privacy .	
We will let you know at least 1 day before switching equipment on or off remotely through your chosen method of communication: either email or SMS text.	You will complete the application form to state your preferred method of communication. You may stop each switching event individually by logging into the website and opting out.
We will produce a report for every demand side response event to show the energy (measured in kWh)/demand (measured in kW) that you contributed calculated using a baseline level of energy/demand determined from your historical usage and other factors and either as a household or for specific appliances..	You do not receive any separate payment for participation in individual events.
We will maintain the hardware and control system. We will attempt to resolve any issues defaults or problems that arise with our hardware or the control system for the period when we are providing the Service. We will aim to resolve issues within 1 week but cannot guarantee this period.	You may report any issues with the hardware on our dedicated support line from 9am - 6pm. Outside these hours please leave a message and we will get back to you on the next working day. If our solution requires a visit to your property, we will give you at least 24 hours' notice of the visit.
Except where clause 12 applies, we will let you know at least 30 days beforehand when we need to end the Service. We will contact you by email.	
We will evaluate the energy usage of your household or for specific appliances using the hardware we install and/or using your smart meter data.	You do not need to provide us with any bills or meter readings.
We will ask our electrical subcontractor to remove any installed hardware and the control system at a convenient time.	You will arrange access to your property for this visit. You must give us at least 48 hours' notice if you need to re-arrange this visit.
	You do not need to change supplier and there will be no interruption of your electricity supply. Only appliances that you choose to be enrolled in the Service and which contribute significant amounts of flexibility will be controlled - we will never turn your TV, PC or washing machine on or off!