

# Domestic DSR Water Heater Trial

A project funded by the Department for Business, Energy & Industrial Strategy and managed by Powervault Ltd. in cooperation with Octopus Energy.

## Terms and Conditions

### 1. THESE TERMS AND CONDITIONS (“TERMS”) CREATE LEGALLY BINDING OBLIGATIONS FOR:

- 1.1 The installation of Monitoring Equipment to record data about the electric heating energy consumption in your home and the contribution of Powervault or other domestic energy storage devices to improving Your energy efficiency and that of the local distribution network; and
- 1.2 Your participation in BEIS Domestic Demand Side Response (DSR) Water Heater trials through the collection of Personal Data including (but not limited to) Your consumption of electricity in particular, the consumption of electricity from household electric heating systems. In order to access this data, we will require your meter serial number and MPAN. We will also need to collect personal details, including your name, address and preferred contact number. This data will be not be distributed externally from the trial.
- 1.3 We consider these Terms set out the whole agreement between You and Us for participation in the Trial.
- 1.4 Please ensure that you read and understand these Terms before you sign to accept them, because you will be bound by the Terms once the agreement comes into existence between us in accordance with clause 1.5.
- 1.5 These Terms will commence on the date that We receive the signed Terms from You.

### 2. DEFINITIONS

- 2.1 Domestic Energy Storage Device means a device installed to the home, containing a battery which can be charged using grid electricity or self-generated renewable electricity and discharging this energy when there is a demand.
- 2.2 Demand Side Response means a scheme where customers are incentivized financially to lower or shift their electricity use at peak times. This will help manage load and voltage profiles on the electricity network.
- 2.3 Domestic DSR Water Heater trial means the project led by Powervault Ltd and its partners; Octopus Energy and other selected installers.
- 2.4 Monitoring Equipment means electrical instruments that record characteristics of electrical power including but without limitation voltage, current, kWh, kVAr, kVA, time of use, harmonic distortion.
- 2.5 Personal Data has the same meaning as the Data Protection Act 1998 and the more recently implemented General Data Protection Regulation (GDPR) 2018.
- 2.6 Trial Term means the term of the domestic energy storage system trial commencing on the date that the monitoring equipment is installed and expiring 6 months after installation, unless adjusted by the trial lean and concurred by you.
- 2.7 Trial means the BEIS Domestic Demand Side Response (DSR) Water Heater trials to assess the consumption of electricity associated with domestic electric water heaters for potential DSR solutions.
- 2.8 We/Us/Our means Powervault, Octopus Energy and other selected installers.

### 3. OUR RESPONSIBILITIES

- 3.1 If, you confirm to us by entering into these Terms that you wish to participate in the Trial and if we deem it necessary, we will discuss with you, the installation of the electric water heater monitoring equipment.
- 3.2 We will install, at our cost, Monitoring Equipment to collect and transmit electricity consumption data from the electric heater.
- 3.3 If and when an installed device loses connection, we request reasonable cooperation from you about troubleshooting and resolving the issue.
- 3.4 At your discretion, you may choose to have the monitoring equipment removed at the end of the trial at our cost, or you may choose to keep the water heater monitoring equipment attached the water heater.

### 4. ACCESS FOR INSTALLATION AND SERVICES

- 4.1 You agree to provide Us with access at all reasonable times to carry out checks on the Monitoring Equipment and to collect and process the electricity consumption data from the electric heater system.
- 4.2 You may choose the time that suits You to install the Monitoring Equipment and We will install the Monitoring

Equipment at that time. You agree to provide Us with access to carry out any checks and inspections of the Monitoring Equipment provided that We do so between the hours of 8am to 4pm Monday to Friday (excluding Bank Holidays).

- 4.3 You agree to provide Us with access to remove the Monitoring Equipment within four weeks after the date the agreement is cancelled or within a reasonable time following the completion of the Trial. At your discretion, you may also choose to keep the monitoring device attached to the electric heater if preferred. Please note this is a beta product and does not come under warranty.

## 5. YOUR OBLIGATIONS

- 5.1 You agree to promptly give Us notice in writing if:
- You need to disconnect or switch off the device; or
  - You no longer wish to participate in the Trial

## 6. CANCELLATION

- 6.1 We may cancel Your agreement and these Terms shall cease to apply in the following circumstances:
- if We give You reasonable notice that the Trial is no longer going ahead or has come to an end
  - if, for whatever reason, you are no longer able to keep the device plugged in correctly and connected to the internet.
  - if, upon carrying out Our checks, it is discovered that Your internal electricity wiring is unsuitable for the purposes of the Trial and Your participation in the Trial will be at an end.
  - if, upon carrying out Our checks, it is discovered that Your internal electric heater is unsuitable for the purposes of the Trial and Your participation in the Trial will be at an end.
  - if, upon acceptance onto the Trial, You decide to cancel prior to the end of the trial, we reserve the right to not pay the incentive for participating in the trial.
- 6.2 If We cancel Your agreement We will, within a reasonable time following cancellation, remove the Monitoring Equipment from Your property.
- 6.3 You may withdraw from the Trial at any time by contacting Us by email at [innovation.trial@powervault.co.uk](mailto:innovation.trial@powervault.co.uk) or by writing to Powervault + BEIS DSR Trial, 105 Sumner Street, London, SE1 9HZ or alternatively by contacting your installer.
- 6.4 If You withdraw from the trial We will remove the Monitoring Equipment within four weeks of receiving notice from You.

## 7. PRODUCT ISSUES

- 7.1 After the initial installation of the monitoring devices by the installer, the monitoring system should not pose any hazard or require any maintenance. If, under any circumstances, You believe the monitoring system is not working correctly, please contact your installer or Us by email at [innovation.trial@powervault.co.uk](mailto:innovation.trial@powervault.co.uk)

## 8. DATA PROTECTION

- 8.1 You acknowledge that the electricity consumption data collected by the Monitoring Equipment may be Personal Data. You consent to the Trial processing Your Personal Data for research, legal, administrative and management purposes relating to You, including, as appropriate:
- Information You give us in application forms, letters, via electronic messages or over the telephone
  - Information and data received from the Monitoring Equipment installed on the electric heater
- 8.2 We may make such information available to appropriate authorities within BEIS or Powervault, Octopus Energy, regulatory authorities and if required governmental or quasi-governmental organisations
- 8.3 You consent to the transfer of such information to any Company within the BEIS group, Powervault, Octopus Energy or others within or providing services to the Trial.
- 8.4 We may keep Your Personal Data during the Trial and for a period of two years following the Trial.
- 8.5 We may store, use and process Your Personal Data in order to:
- Carry out research and statistical analysis on the consumption data from the electric heater
  - Provide you with services related to the Trial
  - Provide you with summary data from the trial findings
  - To invite you to take part in other activities linked to the Trial including focus groups and the completion of questionnaires
- 8.6 We will hold Your Personal Data in accordance with the Data Protection Principles contained in the General Data Protection Regulation (GDPR) 2018.
- 8.7 Under the Data Protection Act 1998 you are entitled to a copy of the information we hold about you on request, on payment of a fee. If you think any information that we hold about you is inaccurate, don't hesitate to let us know so that we can correct it
- 8.8 We will not share, transfer or sell your information with Personal Data to any party not associated with the Trial and not specified in paragraph 8.2

- 8.9 You may withdraw Your consent to Us collecting and processing Your Personal Data at any time by giving Us notice in accordance with clause 6.3. In the event that you withdraw Your consent to Your Personal Data being processed the agreement will be cancelled and clause 6.4 shall apply and Your Personal Data will no longer be processed. Unless You instruct Us otherwise, We will keep the data We have collected up to the date of Your withdrawal from the Trial and for a period of two years following the Trial in accordance with clause 8.4
- 8.10 We comply with the six overarching principles of GDPR:
- Lawfulness, transparency and fairness
  - Purpose Limitation
  - Data Minimisation
  - Accuracy
  - Storage Limitation
  - Confidentiality and integrity

Your privacy and security are of the utmost importance to us. We will always follow these principles and ask you how you would like us (or our partners) to communicate with you. The Information Commissioner regulates compliance with GDPR.

**9. Loss and damage**

- 9.1 Prior to the installation of the Monitoring Equipment, we will discuss its positioning with You and we will take all necessary steps to carry out any work safely and with minimum disruption to You. We will make good any damage We cause to Your property as a result of installing the Monitoring Equipment.

**10. Ownership**

- 10.1 The Monitoring Equipment will be owned by Us. If the Trial or Your agreement is cancelled for any reason before the expiry of the Trial Term, we may remove the Monitoring Equipment in accordance with clause 4.3.
- 10.2 On the expiry of the Trial Term We will remove the Monitoring Equipment in accordance with clause 4.3, unless otherwise stated.

**11. Complaints**

- 11.1 Our aim is to do our best when carrying out the Trial but if you have a complaint please email [innovation.trial@powervault.co.uk](mailto:innovation.trial@powervault.co.uk) or write to Powervault + BEIS DSR Trial, 105 Sumner Street, London, SE1 9HZ

What You should do next: If You wish to participate in the Trial and accept the Terms You will need to sign both copies of the Terms form (keep one copy for Yourself) and send the other form back to Us at the address below;

[innovation.trial@powervault.co.uk](mailto:innovation.trial@powervault.co.uk)

Provided that We have received the signed Terms Our delivery team will contact You to arrange the installation of the Monitoring Equipment for the monitoring of your electric boiler.

**Data Protection** *(please tick as appropriate)*

You consent to Your Personal Data being processed in accordance with these Terms

**Signature:**

**Print name:**

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**Date:**

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