



**EnergyAustralia**  
LIGHT THE WAY

**Business Sales**

**Retail Electricity Contract FE**

**between**

**EnergyAustralia Pty Ltd**

**and**

**NAMBUCCA SHIRE COUNCIL**

## Part 1

EnergyAustralia Pty Ltd ABN 99 086 014 968 of Level 33, 385 Bourke Street, Melbourne, Victoria, 3000 offers to provide the retail electricity services detailed in clause 2 of the EnergyAustralia Business Sales Retail Electricity Contract (201812).

### The Customer's Details

Name/Company Name:	NAMBUCCA SHIRE COUNCIL
ACN/ABN:	71323535981
Contact Name:	Clint Fitzsummons
Telephone:	+61 2 65680253
Email:	clint.fitzsummons@nambucca.nsw.gov.au
Invoice Address:	PO Box 177, Macksville, NSW, 2447, Australia
Notice Addresses: (If not Invoice Address)	and Facsimile:
Broker Name (if applicable)	Energy Action

### EnergyAustralia's Details

Company Name:	EnergyAustralia Pty Ltd
ABN:	99 086 014 968
Contact Name:	Jaspreet Singh
Telephone:	1300 362 466
Email:	Business.Sales@energyaustralia.com.au
Notice Addresses:	Level 33, 385 Bourke Street, MELBOURNE VIC 3000 and Facsimile: 03 8628 4581

**Connection Points (for the Jurisdiction)**

Site Address/Premise	NMI	Start Date
Unit 1 River Street, Macksville 2447 NSW	NFFFNRKW18	01/01/2020
Shire Office, 44 Princess Street, Macksville 2447 NSW	NFFFNRKS72	01/01/2020
Mahogany Road, Nambucca Heads 2448 NSW	4001232433	01/01/2020
Borefield Road, Bowraville 2449 NSW	4001256115	01/01/2020
Bowraville Pump Station 1 321 Bellingen Road, Bowraville 2449 NSW	4001253675	01/01/2020
Bowraville Pump Station 2 321 Bellingen Road, Bowraville 2449 NSW	4001253676	01/01/2020

**Term of Sale**

Start Date:	01/01/2020 OR when all transfer requirements have been met and conditions under clause 4(c) of the Contract are satisfied.
Expiry Date	See the Offer accepted in "Part 2: Section A - Energy Charges" of the Schedule for the Expiry Date selected.

**Party Responsible for Arranging Metering Services**

EnergyAustralia nominated Meter Provider unless specified by Customer as:
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**Invoicing**

Payment Terms:	30 days from the invoice issue date.
Security (if any):	Nil at the Commencement Date
Rate of Interest on late payments:	Prescribed rate from time to time under S.2 of the Penalty Interest Rates Act 1983 (Vic) plus 5%.



**Estimated Load for each Contract Year**

Estimated Load	1,135 MWh
Minimum Percentage for each Contract Year:	90%
Maximum Percentage for each Contract Year:	110%

**Part 2 - Charges**

**A. Period Energy Charges (excluding Loss Factors and Environmental Charges):**

Energy Charges (excl GST)						
Region	From	To (Expiry Date)	Offer * Accepted	Peak (c/kWh)	Shoulder (c/kWh)	Off Peak (c/kWh)
NSW	01/01/2020	31/12/2021		9.4223	9.4223	6.3953

\* Offer is valid until 3pm on 01/03/2019

**TIME PERIODS (refer to the State in which the NMI is supplied from)**

Region	Peak/Shoulder (NSW/ACT only)	Off Peak
NSW	7am-10pm (NSW/ACT Business Days - EST)	All other times

**B. Environmental Charges****A. Fixed Rates**

Period	Fixed Certificate Price (\$)	Estimated Obligation Percentage	Estimated Charge (c/kWh)
<b>LRET Charges</b> (excluding Loss Factors and GST)		<b>RPP %</b>	
1/1/20 to 31/12/20	\$25.50	19.96%	0.51
1/1/21 to 31/12/21	\$18.00	19.63%	0.35
<b>SRES Charges</b> (excluding Loss Factors and GST)		<b>STP %</b>	
1/1/20 to 31/12/20	\$40.00	22.98%	0.92
1/1/21 to 31/12/21	\$40.00	18.32%	0.73
<b>NSW ESS Charges</b> (excluding Loss Factors and GST)		<b>RCO %</b>	
1/1/20 to 31/12/20	\$23.30	8.50%	0.20
1/1/21 to 31/12/21	\$24.10	8.50%	0.20

Environmental Charges payable for the Customer's energy consumption at its Connection Points include each of the above estimated charges. Each estimated (c/kWh) charge set out above is calculated by multiplying the fixed certificate price by the estimated Obligation Percentage for that charge, in order to cover EnergyAustralia's costs of purchasing NSW Energy Savings Scheme Certificates (NSW ESCs), Victorian Energy Efficiency Certificates (VIC VEECs), and, for all states, Large-scale Generation Certificates (LGCs) and Small-scale Technology Certificates (STCs). Please note:

1. Fixed certificate prices and estimated charges are based on EnergyAustralia's estimated Environmental Obligations as at the date of this Contract and are fixed only to the extent that EnergyAustralia's Environmental Obligations remain constant. If EnergyAustralia's Environmental Obligations change during the term of this Contract, or if there is any additional Environmental Obligation placed on EnergyAustralia, EnergyAustralia may adjust the relevant rates to pass on any increased Environmental Cost. For the avoidance of doubt, the Customer will not be required to pay EnergyAustralia Environmental Charges in respect of an Environmental Obligation if that Environmental Obligation does not, or ceases to, impose an Environmental Cost on EnergyAustralia.
2. Fixed certificate prices are subject to the Customer's actual annual consumption not varying by more than 10% from the Estimated Load, over the life of the Contract.
3. Fixed certificate prices relate only to the Environmental Obligations named above. Environmental Charges may be amended to recover EnergyAustralia's Environmental Costs resulting from any other Environmental Obligations.

4. The fixed certificate prices for LRET Charges, SRES Charges, NSW ESS Charges and VIC VEET Charges (as applicable) are based on the relevant fixed certificate prices set out above together with EnergyAustralia's estimate of what the applicable obligation percentage set by the relevant regulator will be for the periods during which the LRET Charges, SRES Charges, NSW ESS Charges and VIC VEET Charges will apply (on a calendar year basis).

In addition to its rights to adjust fixed certificate prices as described above, if EnergyAustralia's estimate of an applicable obligation percentage differs from the actual obligation percentage set by the relevant regulator for the relevant period, EnergyAustralia may adjust the applicable fixed certificate price set out above (including retrospectively) in order to recover its actual cost of purchasing the NSW ESCs, VIC VEECs, LGCs and STCs (as applicable) in connection with the Customer's energy consumption under this Contract.

Environmental Charges may be amended to recover EnergyAustralia's Environmental Costs resulting from any other Environmental Obligations.

- B: Network Charges**                      Network Charges are passed through without margin.
  
- C: Market Charges**                      Market Charges are charged without margin in accordance with the Contract.
  
- D: Metering Charges**                      \$1210/Meter/Annum (for EnergyAustralia nominated Metering Coordinator).  
In cases where the Customer has appointed the Metering Coordinator, the metering cost will be passed through without margin, plus an additional \$55/Meter/Annum will apply.
  
- E: Supply Charge**                              \$350/NMI/Annum
  
- F: Connection Services Charges (if applicable)**                      Connection Services Charges are passed through without margin.
  
- NOTE: Loss Factors**                              Energy Charges and Environmental Charges will be adjusted by a multiplier to account for applicable transmission and distribution Loss Factors. These Loss Factors are approved by federal and state regulations and are subject to change. They are not negotiable.



### Part 3 - Customer Acceptance

By signing and returning this Schedule to EnergyAustralia the Customer enters into a binding electricity contract with EnergyAustralia comprising of this Schedule and the Contract Terms and Conditions.

If applicable, the Customer's signature also authorises a third party nominated by the Customer, acting as its agent, broker or service provider, to have access to Kinetiq customer service portal, and acknowledges that EnergyAustralia may contact that party to arrange such access.

The Customer agrees to this Contract

	Date: <u>1/03/2019</u>
Signature: <u><i>Michael Coulters</i></u>	Print Name: <u>MICHAEL COLTERS</u>
If a Corporation, I am signing for: _____	
Name of Corporation: <u>NAMBURRA SHIRE COUNCIL</u>	
By its authorised officer: Position: <u>GENERAL MANAGER</u>	

