



Retail Electricity Agreement

ERM Power Retail Pty Ltd
ABN 87 126 175 460

&

Dungog Shire Council
ABN 62 610 350 056

This contract is between ERM Power Retail Pty Ltd ABN 87 126 175 460 (referred to in this contract as "we", "us" and "our") and the customer set out above (referred to in this contract as "you" and "your"). It incorporates the Schedule and the General Terms and Conditions and any attached Special Conditions. If there is any inconsistency between any Special Conditions and the General Terms and Conditions, the Special Conditions prevail to the extent of any inconsistency.

Signed by authorised representatives:

Dungog Shire Council

Signature

Name

Coralie Nichols
General Manager

Title

Date

20-6-19

IMPORTANT STATEMENT

You agree that, under the National Energy Retail Rules, the consumption of electricity at all of the sites comprising the Premises is to be treated as aggregated for the purpose of Division 3 of Part 1 of the National Energy Retail Rules, Part 2 of the National Energy Retail Rules, Part 2 of the National Energy Retail Law and clauses 7.8.10A, 7.8.10B and 7.8.10C of the National Electricity Rules. As a result, you do not get the protections provided to small customers under those provisions of the National Energy Retail Law, the National Energy Retail Rules or the National Electricity Rules, other than those that are consistent with the terms of this agreement. In particular, there is no cooling off period under this agreement and we are not obliged to provide you with any disclosure information. You confirm that you have explicitly consented to the consumption being aggregated and entering into this agreement on this basis.

ERM Power Retail Pty Ltd

Signature

Name

Title

Date



Schedule

Contract Information	
Start Date:	1 July 2019
End Date:	30 June 2021
Payment Terms:	30 days
Roll In percentage allowance:	20% of the number of sites comprising the Premises at the Start Date

Contracting Addresses	
Your Accounts Payable Contact:	As Per Current Arrangement
Phone:	As Per Current Arrangement
Email:	As Per Current Arrangement
Fax:	As Per Current Arrangement
Your postal address for notices:	As Per Current Arrangement
Your bills are delivered to the following email address(es):	As Per Current Arrangement

Site Details

NMI	Site Address	Suburb	State	Post Code	Network Tariffs
4407078363	MUSEUM, 33 KING ST	PATERSON	NSW	2421	BLNN1AU
4407078372	TUCKER PARK, MAITLAND RD	PATERSON	NSW	2421	BLNN1AU
4407080075	GRESFORD RD	VACY	NSW	2421	BLNN1AU
4407355906	MT RICHARDSON, BINGLEBURRA RD	DUNOGG	NSW	2420	BLNN1AU
4407371443	KING STREET	PATERSON	NSW	2421	BLNN2AU
4001196551	32 BROWN STREET	DUNOGG	NSW	2420	BLNN1AU
4001200658	ABELARD STREET	DUNOGG	NSW	2420	BLNN1AU
4001215953	LORD STREET	DUNOGG	NSW	2420	BLNN1AU
4407078346	CAMPING RESERVE, DURHAM STREET ST	CLARENCE TOWN	NSW	2321	BLNN1AU,BLNC 1AU
4407078351	COUNCIL DEPOT, COMMON RD	DUNOGG	NSW	2420	BLNN1AU,BLNE 22AU
4407078352	TOILET BLOCK WHARF RESERVE, RIFLE ST	CLARENCE TOWN	NSW	2321	BLNN1AU



NMI	Site Address	Suburb	State	Post Code	Network Tariffs
4407078354	198 DOWLING ST	DUNGOG	NSW	2420	BLNT2AU,BLNE 23AU,BLNC1AU
4407078356	LIBRARY, MACKAY ST	DUNGOG	NSW	2420	BLNN1AU
4407078358	HSE LTG ALISON COURT, DOWLING ST	DUNGOG	NSW	2420	BLNN2AU
4407078361	ALISON COURT, 27 BROWN ST	DUNGOG	NSW	2420	BLNN2AU
4407078369	SWIMMING POOL, CHAPMAN STREET ST	DUNGOG	NSW	2420	BLNT2AU,BLNC 2AU
4407078371	CARAVAN PARK KIOSK, STROUD RD	DUNGOG	NSW	2420	BLNN1AU,BLNC 1AU
4407078373	SWIMMING POOL, DURHAM STREET ST	CLARENCE TOWN	NSW	2321	BLNT2AU
4407078762	DURHAM ST	CLARENCE TOWN	NSW	2321	BLNN1AU
4407078969	COMMUNITY CENTRE., PRINCE ST	CLARENCE TOWN	NSW	2321	BLNN1AU
4407079635	AMENITIES BLK BENNETT PARK, MACKAY ST	DUNGOG	NSW	2420	BLNN1AU
4407081829	DUNGOG RUGBY LEAGUE FOOTBALL C, MACKAY ST	DUNGOG	NSW	2420	BLNN1AU
NFFFAA1768	DUNGOG VISITOR INFORMATION CEN, DOWLING ST	DUNGOG	NSW	2420	BLNN1AU

Adjustable* (Bundled) (GST Exclusive)

Network Tariff	Peak 1 c/kWh (ex GST)	Shoulder c/kWh (ex GST)	Off Peak c/kWh (ex GST)	Controlled Load c/kWh (ex GST)	Demand 1 (ex GST)	Demand 2 (ex GST)	Demand 3 (ex GST)	Service Charge c/Day (ex GST)	Tariff Description
BLNN2AU	23.02	0	0	0	0	0	0	118	Peak: All times.
BLNN1AR	26.95	0	0	0	0	0	0	118	Peak: All times.
BLNN1AU	26.95	0	0	0	0	0	0	118	Peak: All times.
BLNT1AO	29.74	26.68	17.11	0	0	0	0	668	Peak: 7am-9am and 5pm-8pm Monday-Friday. Shoulder: 9am-5pm and 8pm-10pm Monday-Friday. Off Peak: All other times. All times ADST where supported by meter configuration.



Network Tariff	Peak 1 c/kWh (ex GST)	Shoulder c/kWh (ex GST)	Off Peak c/kWh (ex GST)	Controlled Load c/kWh (ex GST)	Demand 1 (ex GST)	Demand 2 (ex GST)	Demand 3 (ex GST)	Service Charge c/Day (ex GST)	Tariff Description
BLNT2AU	29.74	26.68	17.11	0	0	0	0	668	Peak: 7am-9am and 5pm-8pm Monday-Friday. Shoulder: 9am-5pm and 8pm-10pm Monday-Friday. Off Peak: All other times. All times ADST where supported by meter configuration.
BLNT3AU	28.88	25.86	15.08	0	0	0	0	118	Peak: 7am-9am and 5pm-8pm Monday-Friday. Shoulder: 9am-5pm and 8pm-10pm Monday-Friday. Off Peak: All other times. All times ADST where supported by meter configuration.
BLNT3AL	29.38	25.4	15.08	0	0	0	0	118	Peak: 7am-9am and 5pm-8pm Monday-Friday. Shoulder: 9am-5pm and 8pm-10pm Monday-Friday. Off Peak: All other times. All times ADST where supported by meter configuration.
BLNT2AL	30.27	26.21	16.9	0	0	0	0	179	Peak: 7am-9am and 5pm-8pm Monday-Friday. Shoulder: 9am-5pm and 8pm-10pm Monday-Friday. Off Peak: All other times. All times ADST where supported by meter configuration.
BLNDTRS	25.72	23.05	15.49	0	3.9475	3.5716	0.8553	1005	Peak: 7am-9am and 5pm-8pm Monday-Friday. Shoulder: 9am-5pm and 8pm-10pm Monday-Friday. Off Peak: All other times. All times ADST where supported by meter configuration.
BLND1AR	19.68	17.3	12.77	0	3.9082	3.9082	0	118	Peak: 7am-9am and 5pm-8pm Monday-Friday. Shoulder: 9am-5pm and 8pm-10pm Monday-Friday. Off Peak: All other times. All times ADST where supported by meter configuration.
BLND1AB	20.88	18.21	13.31	0	6.3508	6.3508	0	179	Peak: 7am-9am and 5pm-8pm Monday-Friday. Shoulder: 9am-5pm and 8pm-10pm Monday-Friday. Off Peak: All other times. All times ADST where supported by meter configuration.
BLNC1AR	0	0	0	12.94	0	0	0	0	Controlled Load.
BLNC1AU	0	0	0	12.94	0	0	0	0	Controlled Load.
BLNC4AU	0	0	0	12.94	0	0	0	0	Controlled Load.
BLNC2AU	0	0	0	15.41	0	0	0	0	Controlled Load.
BLNC5AU	0	0	0	15.41	0	0	0	0	Controlled Load.
BLNC6NU	0	0	0	15.41	0	0	0	0	Controlled Load.
BLNE22AU	0	0	0	0	0	0	0	0	Feed in tariff.
BLNE23AU	0	0	0	0	0	0	0	0	Feed in tariff.

*Note that we may adjust these rates from time to time (but not more frequently than once in a calendar year for each Site).



Other Fees and Charges

Payment processing fee	Credit / debit cards are subject to a surcharge of 0.50% (incl. GST) for Visa, 0.55% (incl. GST) for MasterCard, 1.87% (incl. GST) for Amex and 1.65% (incl. GST) for Diners Card.
Payment dishonour fees	Dishonoured direct debit and cheque payments will incur a fee of \$27.50 (incl. GST).
Distributor or Metering Service Provider charges	You must pay us any charges that your Distributor or Metering Service Provider imposes on us in relation to services performed by the Distributor or Metering Service Provider at your Premises.
Meter fees	<p>The following additional fees (excl. GST, per meter per day) apply for the following meter types - COMMS4: \$2.75; COMMS4C: \$1.10; COMMS4D \$0.58; and MRAM \$2.75.</p> <p>We may also pass on any charges incurred for Meter inspection and testing (including transformer testing) or additional services provided by a Metering Service Provider at your request, or as a result of your failure to comply with your obligations under this agreement.</p>
Direct metering arrangements	If you have entered into a direct agreement with a Metering Service Provider for Metering Services we will charge you a fee of \$0 per annum per Meter for the Premises, plus any amount you or we are obliged to pay your nominated Metering Service Provider, or any Metering Service Provider appointed by your nominated Metering Service Provider.



General Terms and Conditions

1. What is the term of this agreement?

1.1 When does this agreement start?

- (a) Subject to clauses 1.2, 1.3, 1.4, 1.5 11 and 19, this agreement is for the sale of electricity from 0000 hours on the Start Date until 2400 hours on the End Date.
- (b) Our obligation to sell electricity to you at a Site starts when we first become liable for the consumption of electricity at the Site under the electricity market rules. Subject to clause 1.2, this will normally be the date of the first Meter read. The reading of the Meter may incur a special Meter read fee.
- (c) By entering into this agreement, you are taken to have given us notice that you wish to end any other agreement you may have for the sale of electricity at your Premises.

1.2 Cooling-off

In relation to each Small Site in Victoria:

- (a) You can withdraw from this agreement without penalty within the cooling-off period, even if you have agreed to or accepted this agreement in relation to those Small Sites in Victoria.
- (b) You can withdraw by informing us of your intention to withdraw during the cooling-off period, which you can do orally or in writing (either by email, fax or letter).
- (c) The cooling-off period is the period of 10 business days after the date you receive all required disclosure information from us.

1.3 When does this agreement end?

- (a) Unless it is terminated earlier under clauses 1.4, 11 or 19, this agreement will continue until the End Date.
- (b) We will send you a notice that the term of this agreement is due to end. The notice must be given no earlier than 40 business days and no later than 20 business days before the end of this agreement.
- (c) If the term of this agreement expires without any agreed extension, then our relevant standing tariff will apply.

1.4 Early termination in respect of a Site

- (a) This agreement ends in respect of a Site:
 - (i) if you are vacating a Site and give us at least 10 business days' notice stating that you wish to end this agreement in respect of that Site— at the end of the notice period;
 - (ii) if we both agree to a date to end the agreement – on the date that is agreed;
 - (iii) if you start to buy electricity for the Site from us or a different retailer under another contract - on the date the other contract starts;

- (iv) if a different customer starts to buy electricity for the Site – on the date that customer's contract starts;
- (v) if the Site is disconnected and you have not met the requirements for reconnection - 10 business days from the date of disconnection; or
- (vi) if you exercise any right you have under the Energy Laws to opt out of a tariff change required by your Distributor, or otherwise do not consent to a tariff change required by your Distributor.

- (b) If you do not give us safe and unhindered access to the Site to conduct a final Meter reading (where relevant) and, if required by us, to disconnect supply of electricity to the Premises, this agreement will not end under paragraph (a) until we have issued you a final bill and you have paid any outstanding amount for the sale of electricity

- (c) If this contract ends under clause 1.4(a)(vi), you must arrange a transfer of the affected Site to another retailer. If you do not arrange a transfer promptly, we may disconnect your supply at the affected Site.

- (d) Rights and obligations accrued before the end of this agreement continue, including any obligations to pay amounts to us.

1.5 Vacating a Site

- (a) If you are vacating a Site, you must give us 10 business days' notice (using our nominated form) of the date on which you intend to vacate, or did vacate and a forwarding address for your final bill.
- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of the Meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your Meter on that date) and send a final bill to you at the forwarding address stated in your notice. The reading of the Meter may incur a special Meter read fee.
- (c) You will continue to be responsible for charges to the Site until this agreement ends in respect of the Site in accordance with clause 1.4.
- (d) If you vacate a Site, we may arrange for the supply of electricity to be disconnected and may pass on to you any disconnection charges.

1.6 Adding a site

- (a) You may add a Site to the Premises under this agreement if:
 - (i) you give us 5 business days' notice (using our nominated form), all relevant details relating to the new Site;
 - (ii) the Site is Small Site;
 - (iii) the Site is in the same State or Territory as other Sites comprising the Premises; and



- (iv) the addition of the Site is within the roll in percentage allowance specified in the schedule.
 - (b) Any new Site will become part of the Premises from the date we first become liable for the consumption of electricity at the new Site under the electricity market rules.
 - 2. Scope of this agreement**
 - 2.1 What is covered by this agreement?
 - (a) Under this agreement we agree to provide the service of selling you electricity and associated services at your Premises. We also agree to meet other obligations set out in this agreement and to comply with the Energy Laws including (where required or permitted by the Energy Laws) arranging for the provision, installation and maintenance of your Meter.
 - (b) In return, you agree:
 - (i) to be responsible for charges for electricity supplied to the Premises until this agreement ends, even if you vacate the Premises earlier; and
 - (ii) to pay the amounts billed by us under this agreement; and
 - (iii) to meet your obligations under this agreement and the Energy Laws.
 - 2.2 What is not covered by this agreement?
 - (a) This agreement does not cover the physical connection of your Premises to the distribution system, including the maintenance of that connection and the supply of electricity to your Premises. This is the role of your Distributor.
 - 3. Your general obligations**
 - 3.1 Full information
 - (a) You must give us any information we reasonably require for the purposes of this agreement. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.
 - 3.2 Updating information
 - (a) You must tell us promptly if:
 - (i) information you have provided to us changes, including if your billing address changes, if your contact details for notification of supply interruptions changes, or if your use of electricity at any Site changes;
 - (ii) you are aware of any change that materially affects access to your Meter or to other equipment involved in providing metering services at your Premises; or
 - (iii) you change any electrical installations or equipment at the Premises, including if you install or change any solar panels.
 - 3.3 Life Support Equipment
 - (a) If a person living at your Premises requires life support equipment, you must register the Premises with us. To register, you will need to provide written confirmation from a registered medical practitioner
 - of the requirement for life support equipment at the Premises.
 - (b) You must tell us or your Distributor if the life support equipment is no longer required at the Premises.
 - 3.4 Obligations if you are not an owner
 - (a) If you cannot meet an obligation relating to the Premises under this agreement because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the Premises fulfils the obligation.
 - 3.5 Purchase of all electricity for the Premises
 - (a) This clause does not apply to Small Sites in Victoria, or if consumption at all Sites outside Victoria does not exceed the relevant Small Site threshold.
 - (b) By entering into this agreement, you commit to buying all electricity that is imported from the national grid and used at the Premises from us for the entire Term at the agreed rates (as adjusted by the provisions of this agreement). If you do not buy all of the electricity that is imported from the national grid and used at the Premises from us for the entire Term, you must compensate us for any loss we suffer as a result (as determined by us). However, the obligation to compensate us does not apply where you vacate a Site under clause 1.5, but only in respect of that Site.
- 4. Our liability**
- 4.1 The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your Distributor), including at the direction of a relevant authority.
- 4.2 To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this agreement.
- 4.3 Unless we have acted in bad faith or negligently, we are not liable for any loss or damage you suffer as a result of the total or partial failure to supply electricity to your Premises, which includes any loss or damage you suffer as a result of the defective supply of electricity.
- 5. Price for electricity and other services**
- 5.1 What are our tariffs and charges?
 - (a) Our tariffs and charges for the sale of electricity and other services to you under this agreement are set out in the Schedule.
 - (b) If you have chosen an unbundled rate offer, you must also pay us the Network Charges.
- 5.2 GST
 - (a) Amounts payable by you may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
 - (b) Where an amount paid by you under this agreement is payment for a "taxable supply" as defined for GST purposes, to the extent permitted



by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

5.3 Changes in tariffs and charges

- (a) Subject to clauses 5.3(b) and 5.4:
 - (i) if you have chosen a fixed (bundled) rate offer, our tariffs and charges are fixed for the duration of the term of this agreement.
 - (ii) if you have chosen an adjustable (bundled) rate offer, we may change the tariffs and charges from time to time (but not more frequently than once in a calendar year for each Site) by notice to you. The notice may be on a bill; and
 - (iii) if you have chosen an unbundled rate offer, only your retail energy charges (as specified in the Schedule) are fixed. We will notify you of any changes in Network Charges. The notice may be on a bill.
- (b) Your entitlement to any solar rebate or payment is subject to you meeting the relevant eligibility requirements. If you have a solar installation and you make a change to it, this may impact on your eligibility to receive the solar rebate or payment. If the amount of any solar rebate or payment we receive from the Distributor or any other entity is reduced, we may reduce the solar rebate or payment we make to you.

5.4 Tariff reassignment

- (a) The structure or nature of the tariff at a Site may be varied, or you may be placed on a different tariff from time to time if:
 - (i) the network tariff classification is determined by your Distributor to be incorrect;
 - (ii) a solar installation is installed at the Site;
 - (iii) there is any other change to your use of energy that results in you no longer being eligible for the previous tariff; or
 - (iv) there is any other change that your Distributor considers requires a different network tariff to be used.
- (b) If the Meter at your Premises is changed, or it is unable to be changed if required by us under clause 8.6 we may change your tariff or charges, or impose an additional charge to reflect any change in the costs or additional costs we incur as a result.
- (c) You consent to the variation of the structure or nature of your tariff in the circumstances described in clause 5.4(a) above.
- (d) We will provide notice to you of any changes to the structure or nature of your tariff. This notice may be on a bill. The changes may take effect from the date of occurrence of the relevant event described in clause 5.4(a).

6. Billing

6.1 General

- (a) We will send a bill to you as soon as possible after the end of each billing cycle.

- (b) If you have a remotely read Meter, your billing cycle will be monthly. Otherwise, your billing cycle will match the frequency of your manual Meter reads, which will be either monthly or quarterly.
- (c) We will send bills to your nominated email address. If you require a hard copy bill, we will send it to your nominated address but there may be an extra charge as set out in our offer.
- (d) If you request, we must review a bill in accordance with our standard complaints and dispute resolution procedures.
- (e) If you request, we will provide you with a monthly consolidated statement that can be used to make payments on outstanding billed amounts on a monthly basis.

6.2 Calculating the bill

- (a) Bills will be calculated on:
 - (i) the amount of electricity consumed at your Premises during the billing cycle (using information obtained from reading your Meter or otherwise in accordance with relevant metering rules);
 - (ii) the amount of fees and charges for any other services provided under this agreement during the billing cycle; and
 - (iii) the charges payable for services provided by your Distributor or Metering Service Provider, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your Distributor or Metering Service Provider.
- (b) Bills may also include previously unbilled charges and adjustments in respect of previous billing cycles.

6.3 Estimating the electricity usage

- (a) We may estimate the amount of electricity consumed at your Premises if your Meter cannot be read, if your metering data is not obtained (for example, if access to the Meter is not given or the Meter breaks down or is faulty), or if you otherwise consent.
- (b) If we estimate the amount of electricity consumed at your Premises to calculate a bill, we must:
 - (i) clearly state on the bill that it is based on an estimation; and
 - (ii) when your Meter is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later Meter read shows that you have been undercharged, subject to clause 6.3(d), clause 9.1(a) will apply.
- (d) If the Meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the Meter, we will comply with your request but may charge you any cost we incur in doing so.

6.4 Your historical billing information

- (a) Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if we have



already given you this information in the previous 12 months, or if you require information going back more than 2 years.

7. Paying your bill

7.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill, without set-off or counterclaim. The pay-by date will be 14 calendar days from the date on which we issue your bill. However, if the Schedule specifies a different period next to the heading "Payment Terms", the pay-by date will be the specified period from the date on which we issue your bill.

7.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 Business days after we issue the notice.

7.3 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.

7.4 Interest

If you are late in payment, we may charge you interest on the outstanding amount at the Default interest rate.

7.5 Other Costs

If we incur any legal or other costs in recovering outstanding amounts from you, we may pass those costs on to you. We may also pass on to you any disconnection charges if your Premises are disconnected.

8. Meters

8.1 If a Meter is not already installed for each connection point for the Premises, we will arrange for a Meter to be installed. This may not happen before the Start Date, in which event, our charges for the period before the Meter is installed will be reasonably determined by us, based on our standard rate for the relevant tariff, and not the charges set out in clause 5.1.

8.2 You must pay all reasonable costs associated with the current transformers and voltage transformers. You must also pay all reasonable costs of any necessary repair or replacement of current transformers and voltage transformers.

8.3 You must allow safe and unhindered access to your Premises for the purposes of reading, testing, maintaining, inspecting, altering or replacing the Meter (where relevant).

8.4 You must not tamper with, or permit tampering with, any Meters or associated equipment.

8.5 We will use our best endeavours to ensure that a Meter reading is carried out as frequently as is needed to prepare your bills, consistently with the Energy Laws and in any event at least once every 12 months.

8.6 We may propose to replace or change your Meter as permitted or required under the Energy Laws. We will notify you and explain the reason for the change. You waive your rights to opt out having your existing Meter replaced or changed, provided that if you notify us at least 7 business days prior to a proposed Meter replacement or change, we will not proceed with the replacement or change unless:

- (a) the Meter is faulty, or sample testing indicates it may become faulty; or

- (b) the Meter change or replacement is necessary or appropriate to ensure compliance with Energy Laws.

9. Undercharging and overcharging

9.1 Undercharging

(a) If we have undercharged you, we may recover the undercharged amount from you. Subject to clause 9.1(b), if we recover an undercharged amount from you:

- (i) we will not charge interest on the undercharged amount;
- (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise 12 months; and
- (iii) the maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you

(b) Clause 9.1(a) does not apply:

- (i) (except in relation to a Small Site in Victoria), if the reason for the undercharge is not our fault, such as where there was a metering error; or
- (ii) if the reason for the undercharge is your fault or results from your unlawful act or omission.

9.2 Overcharging

(a) Where you have been overcharged by less than the relevant overcharge threshold under the Energy Laws, and you have already paid the overcharged amount, we must credit that amount to your next bill.

(b) Where you have been overcharged by the relevant overcharge threshold (under the Energy Laws) or more, we must inform you within 10 Business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

(c) If you have stopped buying electricity from us, we will use our best endeavours to pay the overcharged amount to you within 10 Business days.

(d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

9.3 Reviewing your bill

(a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.

(b) If you ask us to, we must arrange for a check of the Meter reading or metering data or for a test of the Meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the Meter or metering data proves to be faulty or incorrect, we



must reimburse you for the amount paid in advance.

- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
- (i) the portion of the bill that you do not dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months.

10. Disconnection of supply

10.1 When can we arrange for disconnection?

Subject to all relevant regulatory requirements, we may arrange for the supply of electricity to a Site forming part of the Premises to be disconnected if:

- (a) you do not pay a bill by the pay-by date, and the bill is not subject to a bona fide dispute;
- (b) you do not give access to the Site to read a Meter (where relevant) for 3 consecutive Meter reads;
- (c) You do not give us safe and unhindered access to your Premises as required by clause 8 or any by requirements under the Energy Laws; or
- (d) we are otherwise entitled or required to do so under the Energy Laws.

10.2 Notice and warning of disconnection

Before arranging for a Site to be disconnected, we must comply with relevant warning notice requirements and other provisions under the applicable Energy Laws.

10.3 When we must not arrange disconnection

- (a) Unless you have requested to be disconnected during these times, we must not arrange for your Site to be disconnected during the following times:
- (i) on a Business day before 8.00am or after 3.00pm;
 - (ii) on a Friday or the day before a public holiday;
 - (iii) on a weekend or a public holiday;
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
 - (v) if you are being disconnected under clause 10.1(a), during an Extreme weather event.
- (b) A Site may also be disconnected by the Distributor or Metering Service Provider at any time for other reasons, including:
- (i) for reasons of health and safety;
 - (ii) in an Emergency;
 - (iii) as directed by a relevant authority; or
 - (iv) where you interfere or allow interference with any energy equipment that is at the Site except as may be permitted by law;
 - (v) if there has been illegal or fraudulent use of electricity at the Site; or
 - (vi) where you use the energy supplied to the Site or any energy equipment in a manner that unreasonably interferes with the connection or supply of energy to another customer or causes damage or interference to any third party.

10.4 If a Site has a remotely read Meter, disconnection of the supply of electricity to the Site may occur remotely.

11. Reconnection after disconnection

11.1 We must request your Distributor or Metering Service Provider to reconnect a Site if, within 10 Business days of the Site being disconnected:

- (a) you ask us to arrange for reconnection of the Site; and
- (b) you rectify the matter that led to the disconnection; and
- (c) you pay any reconnection charge (if requested).

11.2 We may terminate this agreement 10 Business days following disconnection if you do not meet the requirements in paragraph (a).

11.3 If a Site has a remotely read Meter, reconnection of the supply of electricity to the Site may occur remotely.

12. Notices and bills

12.1 Notices and bills under this agreement may be sent by email or by other electronic means.

12.2 Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

12.3 A notice or bill sent under this agreement is taken to have been received by you or by us (as relevant):

- (a) on the date it is handed to the party, left at the party's Premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
- (b) on the date 2 Business days after it is posted; or
- (c) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.

13. Information and privacy

13.1 We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

13.2 You authorise us to obtain information relating to your past electricity usage from the Distributor, Metering Service Provider and any other relevant people for the purpose of this agreement.

13.3 You consent to us using electricity usage information relating to the Premises for the purposes of us and our related corporations assisting you to manage your electricity consumption and energy efficiency, including data analytics, product and technology development and the provision of advice or offering you additional products or services.

14. Broker

14.1 If you have been represented or assisted by a Consultant in relation to this agreement or our provision of the service of selling electricity to you, you acknowledge that we may pay the Consultant a fee for the services they provide to you and you consent to the payment of this fee.

14.2 You authorise us to provide your electricity usage information and other information in relation to this agreement (including pricing and billing information) to your Consultant.



15. Complaints and dispute resolution

15.1 Complaints

- (a) If you have a query, complaint or dispute relating to the sale of electricity by us to you, or this agreement generally, you may contact us and lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.
- (b) Our contact details are as follows:
- (i) Call us on
13 2376
 - (ii) Send us an email to
 - (iii) service@ermpower.com.au
 - (iv) Visit us on the web
 - (v) www.ermpower.com.au
 - (vi) Write to us at
ERM Power Limited
Customer Advocacy
Box 18042 Victoria 3000
- (c) Our standard complaints and dispute resolution procedures can be found on our website, or provided to you on request.

15.2 Our obligations in handling complaints

- (a) If you make a complaint, we must handle the complaint in accordance with our standard complaints and dispute resolution procedures and inform you of the outcome of your complaint and the reasons for our decision.
- (b) If you are not satisfied with our response, and the complaint relates to a Small Site, you have a right to refer the complaint to the energy ombudsman in the State or Territory in which the Site is located.
- (c) Contact details for the energy ombudsman are shown on our standard complaints and dispute resolution procedures published on our website.

16. Interruption to electricity supply

- (a) We may arrange interruptions to your electricity supply:
- (i) for the installation, testing, repair, maintenance, exchange, alteration, replacement or removal of your Meter;
 - (ii) in an emergency or for health and safety reasons; or
 - (iii) where otherwise permitted by the Energy Laws,
- and will give you notice and other information required under the Energy Laws in relation to the Interruption.
- (b) Your Distributor may also arrange Interruptions to your electricity supply and is responsible for providing you with notice and other information required under the Energy Laws in relation to the Interruption.

17. Force majeure

17.1 Effect of Force Majeure Event

If either party to this agreement cannot meet an obligation under this agreement because of an event outside the control of that party (a 'Force Majeure Event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the Force Majeure Event for as long as the Force Majeure Event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

17.2 Deemed prompt notice

If the effects of a Force Majeure Event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

17.3 Obligation to overcome or minimise effect of Force Majeure Event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

17.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a Force Majeure Event in any manner other than the manner preferred by that party.

18. Applicable law

- 18.1 If all of the Sites comprising the Premises are in the same State or Territory, the laws of the State or Territory govern this agreement. Otherwise, the laws of Queensland govern this agreement.

19. Retailer of last resort event interpretation

- 19.1 If we are no longer entitled by law to sell electricity to you due to a retailer of last resort event occurring in relation to us, we will provide all relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the event and this agreement will come to an end. You will automatically become party to a new electricity retail contract with the designated retailer.

20. ACT premises

- 20.1 If a Site forming part of the Premises is located in the Australian Capital Territory, we must comply with all applicable Minimum Service Standards in Schedule 1 of the Consumer Protection Code and you are entitled to a rebate under the Code if we fail to meet any applicable Minimum Service Standards in relation to the Site. You may apply for a rebate by contacting us within 3 months of the incidence of non-compliance. Our contact details are set out in clause 15.

21. General

21.1 Other Provisions

- (a) If a party to this agreement is made up of more than one person, or a term is used in this agreement to refer to more than one party:
- (i) an obligation of those persons is joint and several;
 - (ii) a right of those persons is held by each of them severally; and



- (ii) any other reference to that party or that term is a reference to each of those persons separately, so that (for example) an undertaking is given by each of them separately.
- (b) You warrant and represent that you have the power and authority to enter into this agreement in respect of the sale of electricity to each Site that forms part of the Premises.
- (c) Any provision of this agreement that is unenforceable or partly unenforceable is, where possible, severed to the extent necessary to make this agreement enforceable.
- (d) The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply:
 - (i) unless the contrary intention appears, words defined in the Energy Laws have the same meaning when used in this agreement
 - (ii) a singular word includes the plural, and vice versa;
 - (iii) a reference to a person includes a reference to a company or other legal entity;
 - (iv) if a word is defined, another part of speech has a corresponding meaning; and
 - (v) a reference to AEST is a reference to Australian Eastern Standard Time (without regard to daylight saving or summer time).
- (e) If a payment is due on or by a day that is not a Business day, the payment must be made on or before the previous Business day.

21.2 Our obligations

Some obligations placed on us under this agreement may be carried out by another person. If an obligation is placed on us to do something under this agreement, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this agreement.

21.3 Amending this agreement

- (a) We may make reasonable amendments to the terms of this agreement.
- (b) We will provide you with at least 20 Business days' notice of any amendments.
- (c) Unless the amendments are required for our business purposes as a result of changes in the Energy Laws, you may reject the amendments by notifying us in writing (including an explanation of the reasons for the rejection) within 10 Business days' of receipt of our notice under this clause 21.3.

21.4 Transfer

- (a) Subject to clauses 21.4(b) and 21.4(c), neither party may transfer its rights or obligations under this agreement without the consent of the other party (which consent must not be unreasonably refused).
- (b) We may transfer our rights and obligations under this agreement to a purchaser of our business or to

a related body corporate without your consent. You and we must enter into a transfer agreement prepared by us on reasonable terms under which all our future rights and obligations under this agreement are released and transferred to the purchaser or related body corporate. You must sign all documents and do everything reasonably necessary or desirable to give full effect to the transfer.

- (c) Either party may transfer or charge its rights under this agreement to its financier.

22. Definitions

Business day means a day other than a Saturday, a Sunday or a public holiday in the place where relevant Site is located.

Consultant means a broker, energy or procurement consultant or other person who has provided procurement assistance or advice to you in relation to this agreement.

Default interest rate means 2% plus the corporate overdraft reference rate (from time to time) quoted by the Commonwealth Bank of Australia (or if that reference rate does not exist, another similar rate determined by us). However, if a relevant law limits the rate we may charge for default interest, the default interest rate will be limited to that rate.

Designated retailer means the retailer responsible for the supply of electricity to your Premises under the Energy Laws if a retailer of last resort event occurs.

Disconnection means an action to prevent the flow of electricity to the Site, but does not include an interruption. **Distributor** means the person who operates the system that connects your Site to the electricity distribution network.

Energy Laws means national and State and Territory laws and rules relating to electricity and the legal instruments made under those laws, including all relevant codes.

Emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

End Date means the date set out in the Schedule.

Extreme weather event means an event declared by a local instrument as an extreme weather event in the jurisdiction in which the Site is located.

Force Majeure Event means an event outside the control of a party.

GST has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth)).

Interruption means a temporary unavailability or curtailment of electricity supply, which may be effected remotely.

Meter means a meter of the type required by the Distributor or Metering Service Provider that complies with the relevant provisions of the Energy Laws.

Metering Services means any or all of the installation, replacement, maintenance, testing and reading of a Meter and includes metering coordinator services, metering services and metering data services (as defined under the Energy Laws).

Metering Service Provider means a person engaged by you or us to provide Metering Services.

Network Charges means the charges levied from time to time by the Distributor in relation to each Site, including for the physical connection and delivery of electricity to the Site.

Premises means each of the Sites set out under the Contract Site Details in the Schedule, as amended from time to time under clause 1.4 or 1.6



Public holiday means a day that is observed as a local public holiday in the area in which the Premises are located (including the whole of the State or Territory in which the area is located).

Relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police.

Retailer means a person that is authorised to sell electricity to customers.

Retailer of last resort event means an event that triggers the operation of a retailer of last resort scheme under the relevant Energy Laws.

Site means a property or location set out in the Schedule, and includes any site added under clause 1.6.

Small Site means a Site that has an annual consumption level below the lower consumption threshold under the applicable Energy Laws from time to time in the State or Territory in which the Site is located. At the date of this agreement, these thresholds are:

- (a) 100MWh/per annum in Queensland, NSW and ACT;
- (b) 150MWh/per annum in Tasmania;
- (c) 180MWh/per annum in South Australia; and
- (d) 40MWh/per annum in Victoria.

Start Date means the date set out in the Schedule.



Special Conditions