



Enwave Mascot Pty Ltd ACN 100 209 354

Customer Contract

This is our standard energy supply contract for 'small retail customers' at Mascot.¹

Faults and emergencies **(02) 9667 1327**

General enquiries **1300 053 212**

Billing enquiries **1300 062 721**

VISIT OUR WEBSITE

www.enwavemascot.com.au

¹ **Small Customer Contract** Agreement for the sale of electricity to residential customers and business customers consuming less than 100 MWh/annum at premises located in the Mascot development in Sydney.

INTRODUCTION

This Contract is about the sale of both network services and, if selected by the Customer, Electricity Supply to Customers at premises in the Mascot development. In this Contract, Customer means “Small Customer” which refers to customers consuming less than 100 MWh of electricity in any 12-month period.

The Seller is Enwave Mascot Pty Ltd ABN 22 100 209 35 of Level 22, 135 King Street, Sydney, NSW, 2000, Australia, who own and operate the Enwave Mascot Thermal Plant at Mascot, and own and operate an embedded electricity network at Mascot.

IMPORTANT NOTICE TO THE CONSUMER

Customers have a right to cancel this Contract within 10 Business Days from and including the day after you sign or received this agreement.

IMPORTANT INFORMATION

This section provides important information for Customers, including information about how the Seller is regulated and what a Customer can do if it wishes to change to another authorised Retailer, complain or report an electrical emergency. This section is provided for information and does not form part of the Contract.

Embedded Network: Customers at Mascot are part of an Embedded Network. Therefore, they should not be charged by their Retailer (or the Seller) the pass-through Ausgrid network charges, as these Ausgrid charges are not applicable to customers on Embedded Networks. However, the Seller will be charged by Ausgrid for network charges on the total consumption of electricity by all customers at the Premises. As a result, the Seller will charge the Customer for Network Services for being on the Embedded Network, and these charges will be exactly the same as if they would have been from Ausgrid. This is called shadow pricing as defined in the Australian Energy Regulator Network Exemption Guidelines and ensures the Customer is no worse off by being on an Embedded Network.

Switching to a new Retailer: Under the laws of New South Wales, Customers have the right to purchase electricity from their choice of authorised Retailer. For Customers in the Mascot development, the meter may need to be changed to enable that to happen. Please visit www.enwavemascot.com.au, or call 1300 053 212, for more information about the steps that Customers need to take under this Contract to buy Electricity Supply from a Retailer of the Customer’s choice and the continuing obligations the Customer will still have with the Seller for Network Services under this Contract.

Tariffs and charges: The tariffs and all associated fees and charges for the Electricity Supply, if selected by the Customer, and Network Services under this Contract are set out in the schedule of tariffs provided at the time of registration for this Contract. This Contract describes how those tariffs, fees and charges can change from time to time.

Complaints and disputes: Customers who have a complaint about a matter relating to this Contract should contact the Seller on 1300 053 212 or by using the enquiries email link on the website. The Seller’s complaints handling procedure is also available from the

website. Customers also have a right to refer complaints or disputes under this Contract to the Energy and Water Ombudsman New South Wales (**EWON**). EWON is an independent disputes resolution body that can investigate and resolve many disputes under this Contract. To obtain details of EWON's services visit www.ewon.com.au or call EWON on **1800 246 545**.

Emergencies & faults: In the event of an electricity-related emergency or fault, please call (02) 9667 1327

Privacy statement: Please refer to the Seller's Privacy Policy available on the website for details about how personal information may be handled, including how each Customer can request access to and seek correction of the Customer's personal information and how Customers can complain about a breach of privacy laws.

CONTRACT TERMS

The rest of this document sets out the terms of our Contract for the sale and delivery of electricity.

1 **THE PARTIES**

This Contract is between the Seller, who sells Network Services and, if you choose, Electricity Supply to you at the Premises and you, the Customer to whom this Contract applies.

2 **DEFINITIONS AND INTERPRETATION**

- (a) Terms starting with a capital letter used in this Contract are defined in clause 24.
- (b) The Customer to whom this Contract applies is referred to as "you".
- (c) Interpretation rules applicable to this Contract are in clause 25.

3 **DO THESE TERMS AND CONDITIONS APPLY TO YOU?**

3.1 **What if you decide to buy electricity from another Retailer?**

You may choose an authorised Retailer of your choice if you do not wish to buy Electricity Supply from the Seller, and in that case the Electricity Supply Charges under this contract will not apply, however you will continue to be liable for the Network Services Charges under this Contract.

You should contact the Seller for information about what steps you need to take to purchase Electricity Supply from a Retailer of your choice.

3.2 **What happens if you do not register or choose another Retailer?**

If you take Electricity Supply and/or Network Services at the Premises and you have not made arrangements under this Contract, then the Seller may arrange for the supply of electricity to the Premises to be disconnected.

The Seller may also charge for any electricity used if the Seller is entitled to claim payment for that electricity under general law or any Applicable Law.

4 **WHAT IS THE TERM OF THIS CONTRACT?**

4.1 **When does this Contract start?**

This Contract starts when you have completed the registration process and first start taking Electricity Supply and/or Network Services at the Premises. If you take a supply of electricity at the Premises before completing the registration process then you agree that this Contract will also apply to that supply.

4.2 Cooling-Off period

- (a) You may cancel this Contract by calling us or writing to us within 10 Business Days starting from the first Business Day after you received this Contract and any other information required by Applicable Law (Cooling-Off Period).
- (b) You will not be liable to the Seller for any charges, costs, or compensation under this Contract if you cancel during the Cooling-Off Period, other than charges payable in respect of the electricity supplied by the Seller to you.

4.3 When does this Contract end?

- (a) If you do not cancel during the Cooling-off Period, this Contract ends (whichever occurs first):
 - (i) if you give a notice stating you wish to end this Contract, then on the date which is 5 Business Days after you give the notice or such other date agreed between the Seller and you; or
 - (ii) if you are no longer a Small Customer:
 - (A) on a date specified by the Seller, of which the Seller will give you at least 5 but no more than 20 Business Days' notice; or
 - (B) if you have not told the Seller of a change in the use of your electricity, from the time of the change in use; or
 - (iii) if the Seller and you both agree to a date to end this Contract, on the date that is agreed; or
 - (iv) at the conclusion of your lease for, or occupancy of, the Premises; or
 - (v) if a different customer starts to buy electricity for the Premises, on the date that customer's contract starts; or
 - (vi) if the Premises are Disconnected and you have not met the requirements for reconnection, 10 Business Days after the date of Disconnection; or
 - (vii) if there has been illegal or fraudulent use of electricity at the Premises or use in breach of clause 16 of this Contract.
- (b) When this Contract ends you must give the Seller access to read the Meter and the Seller will issue you a final bill.
- (c) Rights and obligations accrued before the end of this Contract continue despite the end of the Contract, including any obligations to pay amounts to the Seller. The Seller may issue bills to you after the end of this Contract for electricity and other services provided up until the end of this Contract.

4.4 Vacating the Premises

- (a) If you are vacating the Premises including at the conclusion of your lease for, or occupancy of, the Premises (if applicable), you must give the Seller notice that you are vacating and provide the vacating date and any change of address or contact details to the Seller.
- (b) When the Seller receives the notice, the Seller must use its 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 the Meter on that date) and send a final bill to you.

- (c) If you vacate the Premises without giving the Seller the notice, or do not give the Seller access to conduct a final read of the Meter, you will continue to be responsible for charges for electricity supplied to the Premises until the Contract ends in accordance with clause 4.3.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this Contract?

- (a) The Seller agrees to sell you Network Services and, Electricity Supply at the Premises subject to and in accordance with this Contract. The Seller also agrees to meet its other obligations set out in this Contract and to comply with the Electricity Laws.
- (b) In return, you agree:
 - (i) to be responsible for charges for electricity supplied to the Premises until this Contract ends under clause 4.3 even if you vacate the Premises earlier; and
 - (ii) to pay the amounts properly billed by the Seller under this Contract; and
 - (iii) to meet your obligations under this Contract and the Electricity Laws.

5.2 What is not covered by this Contract?

This Contract does not cover the physical connection of the building in which the Premises are located to the electricity distribution network or the maintenance of that connection and the supply of electricity to the building. The Owners Corporation will make those arrangements.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give the Seller any information the Seller reasonably requires for the purposes of this Contract. The information must be correct, and you must not mislead or deceive the Seller in relation to any information provided.

6.2 Updating information

You must tell the Seller promptly if information you have provided changes, including if your billing address changes or if your use of electricity changes (for example, if you start running a business at the Premises).

6.3 Obligations if you are not an owner

If you cannot meet an obligation relating to the Premises under this Contract 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.

6.4 No Generation

You must not connect or allow to be connected directly or indirectly at your Premises any form of electricity generating equipment (such as battery storage equipment, or solar power equipment) without the prior express written consent of the Seller.

7 OUR LIABILITY

7.1 Quality and reliability of electricity supply may vary

- (a) The quality and reliability of Electricity Supply is subject to a variety of factors, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as the Owners Corporation) including at the direction of a Relevant Authority.
- (b) To the extent permitted by law, the Seller gives no condition, warranty or undertaking, and the Seller makes no representation to you, about the condition, reliability or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this Contract or referred to in clause 7.2 below.

7.2 Australian Consumer Law

The Seller's liability to you is subject to the Australian Consumer Law. This Contract does not limit the Seller's liability for failure to comply with a consumer guarantee that applies in relation to this Contract under the Australian Consumer Law.

7.3 Limitation of liability for loss of supply

If despite the terms of this Contract the Seller is liable to you or any other person for any loss or damage suffered as a result of any total or partial failure to supply electricity or a defective supply of electricity, then to the extent permitted by law (including the Australian Consumer Law referred to in clause 7.2), the following limitations and exclusions apply:

- (a) the Seller is not liable to you or any other person for any loss or damage suffered as a result of any total or partial failure to supply electricity, or any loss or damage suffered as a result of the defective supply of electricity, unless the failure or defect is due to an act or omission done or made by the Seller or an officer, employee or agent of the Seller in bad faith or through negligence;
- (b) the Seller is not liable for any indirect, economic, special or consequential losses suffered by you or any other person as a result of any partial or total failure to supply electricity or any loss or damage suffered as a result of the defective supply of electricity, due to an act or omission by the Seller or an officer, employee or agent of the Seller done or omitted to be done in bad faith or through negligence;
- (c) the Seller's liability for losses suffered by you as a result of any partial or total failure to supply electricity or any defective supply of electricity (other than a loss for which liability is excluded by this clause or Electricity Law) is limited, in respect of all such events during a calendar year, to the lesser of the following:
 - (i) the cost of repair or replacement of any property damaged (as appropriate) as a result of the event; or
 - (ii) \$5,000.

8 INTERRUPTION OF SUPPLY

8.1 Seller may interrupt supply

The Seller may interrupt the supply of electricity to the Premises including for a planned interruption or where there is an unplanned interruption.

8.2 Planned interruptions

- (a) The Seller may make planned interruptions to Electricity Supply and Network

Services to the Premises for the following purposes:

- (i) where there is a planned interruption by Ausgrid for the maintenance, repair or augmentation of a transmission system or a distribution system; or
 - (ii) for the maintenance, repair, or augmentation of the Seller's facilities; or
 - (iii) for the installation of a new connection or a connection alteration to another customer.
- (b) If supply to you will be affected by a planned interruption, the Seller will where practicable give at least 4 Business Days' notice to you by mail, letterbox drop, press advertisement or other appropriate means.

8.3 Unplanned interruptions

- (a) The Seller may interrupt Electricity Supply and Network Services to the Premises in circumstances where it considers there to be an immediate threat of injury or material damage to any person or property including the Seller's facilities, including:
- (i) for unplanned maintenance or repairs;
 - (ii) for health or safety reasons;
 - (iii) in an emergency;
 - (iv) as required by a Relevant Authority or Ausgrid;
 - (v) to shed demand for energy because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a customer.
- (b) If an unplanned interruption is made, the Seller will use its best endeavours to restore energy supply to the Premises as soon as possible.

8.4 Information about interruptions

If requested by you, the Seller will use its best endeavours to explain, within a reasonable time of the request:

- (a) any interruption to the supply of electricity to the Premises; or
- (b) a supply of electricity to the Premises of a quality in breach of any relevant standards under the Applicable Law.

9 PRICE FOR ENERGY AND OTHER SERVICES

9.1 What are the Seller's tariffs and charges?

The tariffs and charges for the sale of Network Services and if you choose, Electricity Supply to you under this Contract are provided as part of your registration for this Contract. You agree to pay these tariffs and charges.

9.2 Changes to tariffs and charges

- (a) The Seller may from time to time vary the tariffs and charges payable under this Contract, so long as any such variation is in accordance with any Applicable Law and this clause 9.2.
- (b) If the Seller varies the tariffs and charges, then the Seller will provide notice to you of the variation as soon as practicable and not later than 21 days before the variation takes effect unless you and the Seller have agreed to a shorter time

(for example, if prices are to be reduced).

- (c) The Network Services Charges are based on those published by Ausgrid and hence the Network Services Charges are varied by the Seller as and when they are by Ausgrid.

9.3 Variation of tariff due to change of use

If a change in your use of electricity means you are no longer eligible for the particular tariff you are on, the Seller may transfer you to a new tariff:

- (a) if you notify the Seller there has been a change of use, from the date of notification; or
- (b) if you have not notified the Seller of the change of use, retrospectively from the date the change of use occurred.

9.4 Variation of tariff or type of tariff on request

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under this Contract, you can ask the Seller to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request the Seller to do so, the Seller must:
 - (iii) transfer you to that other tariff within 10 Business Days; or
 - (iv) transfer you to that other type of tariff from the date the Meter is read or the type of Meter is changed (if needed).

9.5 Changes to tariffs or type of tariff during a Billing Cycle

If a tariff applying to you changes during a Billing Cycle, the Seller will calculate your next bill on a proportionate basis.

9.6 GST

- (a) The tariffs and charges for the sale of electricity to you under this Contract and other amounts payable under this Contract may be stated to be exclusive or inclusive of GST. Clause 9.6(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this Contract 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.

9.7 Credit Checks

The Seller may, at its discretion, carry out a credit check of you and use the information to establish your credit rating. In order to carry out a credit check, the Seller may disclose your personal information to a credit reporting agency for the purposes of obtaining credit reports about you relating to your customer credit and commercial credit history. Where permitted by Applicable Laws, the Seller may report an overdue payment to a credit rating agency.

10 BILLING

10.1 General

The Seller will send a bill to you as soon as possible after the end of each Billing Cycle and will send the bill:

- (a) to you at the email address nominated by you; or

- (b) to a person authorised in writing by you to act on your behalf at the email address specified by you.

10.2 Calculating the bill

Bills that the Seller sends to you ('your bills') will be calculated on:

- (a) the amount of electricity consumed at the Premises during the Billing Cycle (using information obtained from reading the Meter or otherwise in accordance with any Applicable Law); and
- (b) the amount of fees and charges for any other services provided under this Contract during the Billing Cycle.

10.3 Estimating the electricity usage

- (a) The Seller will use its best endeavours to ensure that the Meter is read and used as the basis for any bill issued to you.
- (b) The Seller may estimate the amount of electricity consumed at the Premises if the Meter cannot be read, if Metering Data is not obtained (for example, if access to the Meter is not given or the Meter or associated telemetry breaks down or is faulty) or if you otherwise consent.
- (c) If the Seller estimates the amount of electricity consumed at the Premises to calculate a bill, the Seller must:
 - (i) clearly state on the bill that it is based on an estimate; and
 - (ii) when the Meter is later read, adjust your bill for the difference between the estimate and the electricity actually used.
- (d) If the later Meter read shows that you have been undercharged, the Seller will allow you to pay the undercharged amount in instalments over the same period of time during which the Meter was not read (if less than 12 months) or otherwise over 12 months.
- (e) If the Meter has not been read due to your actions and you request the Seller to replace the estimated bill with a bill based on an actual reading of the Meter, the Seller will comply with your request but may charge you any costs the Seller incurs in doing so.

10.4 Your historical billing information

Upon request, the Seller must give you information about your billing history for the previous 2 years free of charge. However, the Seller may charge you if the Seller has already given you this information in the previous 12 months or if you require information going back more than 2 years.

10.5 Bill smoothing

The Seller may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 month estimate of your electricity consumption.

11 PAYING YOUR BILL

11.1 What you have to pay

You must pay to the Seller the amount shown on each bill by the Due Date. The Due Date will be no earlier than 13 Business Days from the date on which the Seller issues your bill. As part of the registration process you will supply details of your nominated bank account or credit card for the purposes of payments. Based on these details, the Seller will direct debit your account or debit your credit card on the Due Date.

11.2 Issue of reminder notices

If the Seller is unable to deduct payment from your nominated account or credit card on the Due Date, the Seller will send you a Reminder Notice that payment is required. The Seller will contact you to discuss the situation and agree how the outstanding amount will be paid.

11.3 Late payment fees

If you have not paid a bill by the Due Date, the Seller may charge a late payment fee. Details of late payment fees are in the tariffs and charges. However, the Seller will not charge a late payment fee if you have informed the Seller that you will be unable to pay a bill by the Due Date as a result of financial hardship.

11.4 Interest on unpaid amounts

If the Premises are Disconnected in accordance with clause 15 and not re-connected in accordance with clause 16, the Seller may at its discretion charge you interest on any amounts due and payable under this Contract and not paid at a rate equivalent to 2% over the current business mortgage rate as published by the Australian and New Zealand Banking Group. The interest will accrue on a daily basis commencing on the due date until the amount including interest has been paid.

12 METERS

(a) You must ensure that safe and unhindered access is allowed to the area in the building where the Meter is located for the purposes of reading and maintaining the Meters (where relevant).

(b) The Seller will use its best endeavours to ensure that the Meter is read as frequently as is needed to prepare your bills, and in any event at least once every 12 months.

13 UNDERCHARGING AND OVERCHARGING

13.1 Undercharging

(a) If you have been undercharged, the Seller may recover the undercharged amount from you. If the Seller recovers an undercharged amount from you:

- (i) the Seller will not charge interest on the undercharged amount; and
- (ii) the Seller 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 over 12 months.

(b) The maximum amount the Seller can recover from you is limited to the amount that has been undercharged in the 9 months immediately before the Seller notified you, unless the undercharge is your fault, or results from your unlawful act or omission.

13.2 Overcharging

- (a) Where you have been overcharged, the Seller will inform you of the overcharging within 10 Business Days after becoming aware of the overcharging.
- (b) Where you have been overcharged by less than \$25, and you have already paid the overcharged amount, the Seller must credit that amount to your next bill.
- (c) Where you have been overcharged by \$25 or more and you have already paid that amount, the Seller must credit that amount to your next bill. However, if you ask us to refund the amount to you, the Seller will do so.
- (d) If you have stopped buying electricity under this Contract, the Seller will use its

best endeavours to pay the overcharged amount to you within 10 Business Days.

- (e) If you have been overcharged as a result of your own fault or unlawful act or omission, the Seller may limit the amount it credits or pays you to the amount you were overcharged in the 12 months before the date on which the overcharge was discovered.
- (f) In no circumstances will the Seller have to pay you interest on any overcharged amount.

13.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask the Seller to review your bill in accordance with its standard complaints and dispute resolution procedures available at www.enwavemascot.com.au
- (b) If requested by you, the Seller 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 the Seller may request payment in advance. However, if the Meter or Metering Data proves to be faulty or incorrect, the Seller must reimburse you for the amount paid.
- (c) If your bill is being reviewed, you are still required to pay any other bills from the Seller that are due for payment under this Contract 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.

14 SECURITY DEPOSITS

14.1 Security deposit

The Seller may require that you provide a Security Deposit. The circumstances in which the Seller may require a Security Deposit and the amount of the Security Deposit that the Seller may require are set out in our Customer Information Pack.

14.2 Interest on security deposits

Where you have paid a Security Deposit, the Seller must pay you interest on the Security Deposit at a rate and on terms consistent with the requirements of the National Energy Retail Law.

14.3 Use of a security deposit

- (a) The Seller may use your Security Deposit and any interest earned on the Security Deposit to offset any amount you owe under this Contract:
 - (i) if you fail to pay a bill and as a result the Seller arranges for the Disconnection of your Premises; or
 - (ii) in relation to a final bill (i.e. a bill the Seller issues when you vacate the Premises or when you stop purchasing electricity from the Seller at the Premises or when you request that the Premises be disconnected).
- (b) If the Seller uses your Security Deposit or any accrued interest to offset amounts owed to it, the Seller will advise you within 10 Business Days.

14.4 Return of security deposit

- (a) The Seller must return your Security Deposit and any accrued interest in the

following circumstances:

- (i) you complete 2 years' payment by the Due Date on the Seller's initial bills; or
 - (ii) subject to clause 14.3 of this Contract, you stop purchasing electricity at the Premises under this Contract.
- (b) If you do not give the Seller any reasonable instructions, the Seller will credit the amount of the Security Deposit, together with any accrued interest, to your next bill.

15 **DISCONNECTION OF SUPPLY**

15.1 **When can the Seller arrange for Disconnection?**

Subject to the Seller satisfying the requirements of any Applicable Law, the Seller may arrange for the Disconnection of the Premises if:

- (a) you have requested the Disconnection; or
- (b) continuity of supply of electricity to the Premises would be unsafe; or
- (c) your lease for, or occupancy of, the Premises has ended and you are vacating the Premises; or
- (d) you do not pay your bill by the Due Date or, if you are a Residential Customer, you have not adhered to the terms of a payment plan (if any), and:
 - (i) following non-payment by the Due Date, the Seller has:
 - (A) given you a Reminder Notice requesting payment by a date at least 6 Business Days from the date of issue of the Reminder Notice; and
 - (B) offered you more flexible payment terms to pay any amount outstanding; and
 - (C) restated the forms of assistance available if the non-payment is due to financial difficulty; and
 - (ii) following non-payment by the date specified in the Reminder Notice, or the establishment of more flexible payment terms, the Seller has given you a Disconnection Warning Notice informing you that Disconnection may occur if payment of the outstanding bill is not made by a date at least 6 Business Days from the date of issue of the notice; and
 - (iii) the Seller has, after issuing the Disconnection Warning Notice, used its best endeavours to contact you in person or by telephone in connection with the failure to pay; and
 - (iv) you have, by the date specified in the Disconnection Warning Notice, refused or failed to take any reasonable action towards settling the debt; or
- (e) you do not provide a Security Deposit that the Seller is entitled to require from you; or
- (f) this Contract has been terminated; or

- (g) the Seller is otherwise entitled or required to do so under any Applicable Law or otherwise by law.

15.2 Notice and warning of Disconnection

Before Disconnecting your Premises, the Seller must comply with relevant warning notice requirements and other provisions in any Applicable Law. However, the Seller is not required to provide a warning notice prior to Disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of electricity at the Premises or where there is an Emergency or health and safety issue).

15.3 When the Seller must not arrange Disconnection

- (a) Subject to clause 15.3(b), the Premises may not be Disconnected during the following times (Protected Period):
 - (i) on a Business Day before 8.00am or after 3.00pm; or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
 - (v) if you are being disconnected under clause 15.1(d), during an extreme weather event.
- (b) The Premises may be Disconnected within the Protected Period:
 - (i) for reasons of health and safety; or
 - (ii) in an Emergency; or
 - (iii) as directed by a Relevant Authority; or
 - (iv) if you request the Seller to arrange Disconnection within the Protected Period; or
 - (v) at the conclusion of your lease for, or occupancy of, the Premises.
- (c) The Premises will also not be Disconnected in the following circumstances:
 - (i) where an application has been made by you or on your behalf for assistance to an organisation responsible for an electricity rebate, relief or scheme available under any government or non-government funded electricity charge, rebate, concession or relief and a decision on that application has not been made; or
 - (ii) you have made a complaint directly related to the proposed reason for Disconnection to the Seller in accordance with clause 19, the Energy Ombudsman or another relevant external dispute resolution body and that complaint is unresolved.

16 RECONNECTION AFTER DISCONNECTION

- (a) The Seller must arrange reconnection of the Premises if, within 10 Business Days of the Premises being disconnected:
 - (i) you ask the Seller to arrange for reconnection of the Premises; and

- (ii) you rectify the matter that led to the Disconnection; and
 - (iii) you pay any reconnection charge (if requested).
- (b) The Seller may terminate this Contract 10 Business Days after Disconnection if you do not meet the requirements in clause 15.

17 **WRONGFUL AND ILLEGAL USE OF ENERGY**

17.1 **Use of electricity**

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use electricity supplied to the Premises; or
- (b) interfere or allow interference with any electricity equipment that is at your Premises and/or within any building in which the Premises is located except as may be permitted by law; or
- (c) use the electricity supplied to the Premises or any electricity equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of electricity to another customer; or
 - (ii) causes damage or interference to any third party; or
- (d) allow electricity purchased from the Seller to be used otherwise than in accordance with this Contract and any Applicable Law; or
- (e) tamper with, or permit tampering with, any Meters or associated equipment.

18 **NOTICES AND BILLS**

- (a) Notices and bills under this Contract must be sent in writing, unless this Contract or any Applicable Law says otherwise.
- (b) A notice or bill sent under this Contract is taken to have been received by you or by the Seller (as relevant):
 - (i) on the date it is left at the party's Premises (in your case) or one of the Seller's offices or successfully emailed to the party (which occurs when the sender receives a transmission report to that effect); or
 - (ii) on the date 2 Business Days after it is posted; or
 - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if otherwise sent electronically in a manner agreed between us.
- (c) The Seller's contact details for general communications or notices are as set out in the Seller's bill to you, or as notified to you from time to time.
- (d) The Seller may send general communications to you by SMS.

19 **PRIVACY ACT NOTICE**

The Seller will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of the Seller's privacy policy at www.centralparkplus.com.au. If you have any questions, you can contact the Seller's privacy officer.

20 **COMPLAINTS AND DISPUTE RESOLUTION**

20.1 **Complaints**

If you have a complaint relating to the sale of electricity by the Seller to you, or this Contract generally, you may lodge a complaint with the Seller in accordance with its standard complaints and dispute resolution procedures.

Note: The Seller's standard complaints and dispute resolution procedures are published at www.enwavemascot.com.au.

20.2 **The Seller's obligations in handling complaints**

- (a) If you make a complaint, the Seller must respond to your complaint within the required timeframes set out in the standard complaints and dispute resolution procedures and the Seller will make reasonable endeavours to resolve the dispute.
- (b) Once the Seller has undertaken its standard complaints and dispute resolution procedures, it will inform you:
 - (i) of the outcome of your complaint and the reasons for the Seller's decision; and
 - (ii) that if you are not satisfied with the Seller's response, that you have a right to refer the complaint to EWON.

21 **FORCE MAJEURE**

21.1 **Effect of force majeure event**

If either party to this Contract cannot meet an obligation under this Contract because of 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.

21.2 **Deemed prompt notice**

If the effects of a Force Majeure Event are widespread, the Seller will be deemed to have given you prompt notice if the Seller makes the necessary information available by way of a telephone number available 24 hours, 7 days per week or SMS service within 30 minutes of being advised of the event or otherwise as soon as practicable.

21.3 **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.

21.4 **Settlement of industrial disputes**

Nothing in clause 21 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.

22 **APPLICABLE LAW**

The laws of New South Wales govern this Contract.

23 **GENERAL**

23.1 **The Seller's obligations**

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

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

23.2 **Amending this Contract**

- (a) This Seller may amend this Contract from time to time at its discretion, so long as the amendments are in accordance with any Applicable Law and this clause 23.2.
- (b) The Seller will notify you of any amendments to this Contract at least 21 days before they take effect and will publish those amendments on the website.
- (c) Despite clause 23.2(b), the Seller can notify amendments that take effect less than 21 days after the notice if the amendment is for your benefit and the Seller is required by Applicable Law to make the amendment within that time.
- (d) This clause does not affect your rights to choose a Retailer or to bring this Contract to an end.

24 **DEFINITIONS**

Applicable Law means any legislation, or regulations, orders or instruments issued or made under any legislation, applicable to the parties when performing obligations or exercising rights in relation to this Contract, including the National Energy Retail Law and the conditions of the Seller's exemption.

Ausgrid means the operator from time to time of any distribution system which conveys electricity from the grid to the connection point for the Seller's facilities at Mascot being, at the date of this agreement, Ausgrid (a New South Wales State Owned Corporation).

Australian Consumer Law is defined in the *Australian Competition and Consumer Act 2010* (Cth).

Billing Cycle means the regular recurrent period for which you receive a bill from the Seller.

Business Day means a day other than a Saturday, a Sunday or a public holiday in New South Wales.

Contract means the agreement contained in this document, and includes any amendment or variation and any other document expressed to form part of this document.

Customer means a person who buys electricity. The Customer for the Premises is identified as part of the registration process and is referred to as "you" in the Contract.

Disconnection means an action to prevent the flow of electricity to the Premises, but does not include an Interruption; and **Disconnected** has a corresponding meaning.

Disconnection Warning Notice means a notice issued by the Seller to warn you that the Premises will or may be Disconnected and which contains the information, if any, required under Applicable Law.

Due Date means the date stated on a bill issued under this Contract for which the bill is due and payable in accordance with clause 10.1.

Electricity Supply means the supply of electricity to the Customer (excluding Network Services).

Electricity Supply Charges means charges to the Customer for the provision of Electricity Supply under the Contract.

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.
Electricity Laws means:

- (a) the National Energy Retail Law; and
- (b) the National Energy Retail Rules made under that Law.

Embedded Network means the private electricity network that connects the building to Ausgrid's distribution network and over which electricity is supplied to Customers within the building.

EWON means the Energy and Water Ombudsman New South Wales.

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

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

Interruption means a temporary unavailability or temporary curtailment of the supply of electricity to the Premises, but does not include unavailability or curtailment in accordance with this Contract or your arrangements for connection of the Premises to the building's network.

Meter means the device that measures the quantity of electricity passing through it or records the consumption of electricity at the Premises.

Metering Data means the data collected by the Meter.

National Energy Retail Law means the law of that name that is applied in New South Wales.

Network Services means the physical delivery of electricity to the Premises via the Embedded Network which in turn is connected to Ausgrid.

Network Services Charges means charges for the services of the delivery of electricity to the Premises via the Embedded Network.

Owners Corporation means the owners corporation for the building at the Mascot development in which the Premises are located.

Premises means the Premises in the Mascot development in Sydney at which the Customer is taking a supply of electricity. Details of the Premises are recorded during the registration process.

Protected Period means the periods detailed in clause 15.3.

Relevant Authority means any person or body who has the power under law to direct the Seller, including the New South Wales or Federal Police.

Reminder Notice means a notice issued by the Seller after the Due Date for a bill to remind you that payment is required and which contains the information (if any) required under Applicable Law.

Residential Customer means a person who purchases electricity principally for personal, household or domestic use at their premises.

Retailer means a person who holds an authorisation granted under the Electricity Laws to sell electricity to Customers.

Security Deposit means an amount of money paid to the Seller as security against non-payment of a bill.

Seller means Enwave Mascot Pty Ltd ACN 100 209 354

Small Customer mean customer who consumes electricity at or below 100 MWh per annum.

25 **INTERPRETATION**

In this Contract:

- (a) the singular includes the plural and vice versa;
- (b) one gender include all other genders;
- (c) a reference to a person or an entity includes corporations, firms, unincorporated bodies, government authorities and instrumentalities;

- (d) if a party to this Contract is made up of more than one person, an obligation of those persons is joint and several, a right of those persons is held by each of them separately, and any other reference to that party or term is a reference to each of those persons separately;
- (e) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Contract;
- (f) a reference to this Contract or another document includes that document as amended, varied, novated, supplemented or replaced from time to time;
- (g) a reference to legislation or a provision of legislation includes all regulations, orders or instruments issued under the legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision; and
- (h) the terms “include” and “including” are to be construed without limitation.

PART 1 REGISTRATION DETAILS

1 Parties

EM	Name	Enwave Mascot Pty Ltd
	ABN	22 100 209 354
	Address	Level 22, 135 King Street Sydney NSW 2000
	Service Area	
	Phone	
	Authorised representative	
	Email	

Customer	Name	
	ABN	
	Address	
	Phone	
	Authorised representative	
	Email	

2 Supply details

Premises/Service Area	Address	
	EM Meter Number	
Term	Start Date	
	Expiry Date	
Demand	Estimated Annual Volume (MWh pa)	
	Maximum Demand (kW)	

3 Invoicing and payment

Invoices	Email address for invoices	
	Attention	
Payments	Payment method	
	EM's account details	
Credit support	Required for Start Date	Yes/No
	Amount	

4 Charges

4.1 Pricing details

Item	Application	Amount
Energy Rates	Peak Rate (Peak Periods)	[amount] c/kWh
	Shoulder Rate (Shoulder Periods)	[amount] c/kWh
	Off Peak Rate (Off Peak Periods)	[amount] c/kWh
LREC Rate	All periods	
SRES Price	From [date] to [date]	
	From [date] to [date]	
ESC Rate	All periods	[amount] c/kWh
Metering Charges	From [date] to [date]	
Market Charges	From [date] to [date]	
Network Charges	From [date] to [date]	

4.2 Notes

- (a) All rates are GST exclusive.
- (b) All Energy Rates, ESC Rates and LREC Rates are in c/kWh.
- (c) Unless the LREC Rate is specified to be fixed, EM may vary the LREC Rate from time to time based on the obligations of liable entities under the REC Act and the market price of large-scale generation certificates created under the REC Act.
- (d) The SRES Rate, in cents/kWh and GST exclusive, is the SRES Price multiplied by the small-scale technology percentage set under the REC Act.
- (e) The Metering Charges are in \$/meter/annum.
- (f) Additional charges may be payable in accordance with clause 5, to compensate for the effect of an Increased Costs Event.
- (g) All rates are subject to annual escalation by 100% of the percentage change in CPI using the CPI published for the quarter ending immediately before the Start Date and the CPI published for the quarter ending immediately before the anniversary of the Start Date.
- (h) **Peak Period** means 7 am – 9 am and 5 pm – 8 pm (AEST), every day except Saturdays, Sundays and public holidays in New South Wales. Show holidays are deemed not to be public holidays.
- (i) **Shoulder Period** means 9 am – 5 pm and 8 pm – 10 pm (AEST) every day except Saturdays, Sundays and public holidays in New South Wales. Show holidays are deemed not to be public holidays.
- (j) **Off Peak Period** means all times outside Peak and Shoulder Periods.

5 Embedded Network

Customers at Mascot are part of an Embedded Network. Therefore, they should not be charged by their Retailer (or EM) the pass-through Ausgrid network charges, as these Ausgrid charges are not applicable to customers on Embedded Networks. However, EM will be charged by Ausgrid for network charges on the total consumption of electricity by all customers at the Service Area.

As a result, EM will charge the Customer the Network Charges for being on the Embedded Network, and these charges will be exactly the same as if they would have been from Ausgrid. This is called shadow pricing as defined in the Australian Energy Regulator Network Exemption Guidelines and ensures the Customer is no worse off by being on an Embedded Network.

If the Customer decides to purchase electricity from a Retailer other than the EM, this agreement will continue to apply in respect the Network Charges.

PART 2 EXECUTION

By signing and returning this document to EM, the Customer enters into a binding network supply contract, and if selected by you the customer a retail electricity contract with EM comprising the Contract Details in Part 1 and the Terms and Conditions in Part 3.

This agreement is signed for and on behalf of the Customer by its duly authorised representative:

.....
Signature of authorised representative of the Customer

.....
Full name (in capitals)

.....
Position (in capitals)

.....
Date