Retail Electricity Agreement

ERM Power Retail Pty Ltd
ABN 87 126 175 460

&

Maitland City Council
ABN 11 596 310 805

This retail electricity agreement is between ERM Power Retail Pty Ltd ABN 87 126 175 460 (referred to in this agreement as "we", "us" and "our") and the customer set out above (referred to in this agreement as "you" and "your"). It incorporates the Schedule, 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. This contract is not legally binding until it signed by both parties.

Signed by authorised representatives:

Maitland City Council

Signature

Name GRAEME MATTHEWS

Title MANAGER PROJECTS & SERVICES

Date 29 MAY 2019

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 Glen Cooney

Title Manager Major Customers

Date 29 May 2019

ERM POWER RETAIL PTY LTD • LEVEL 52, 111 EAGLE STREET, BRISBANE QLD 4000 • GPO BOX 7152, BRISBANE QLD 4001
ABN 87 126 175 460 • PHONE 13 23 76 • FAX 07 3220 6110 • sales@ermpower.com.au • ermpower.com.au

Schedule

Start Date	**01 January 2020**
End Date	**31 December 2021** Provided that the End Date will be earlier if one of the options below is selected: ☐ 31 December 2020
LREC Charges	LREC Price (Certificate Price) applies unless the LREC Rate (c/kWh) option below is selected ☐ **LREC Rate (c/kWh)**

Contracting Addresses

Please complete below if blank

Primary Account Contact	**Accounts Payable Contact**
Name: Graeme Matthews	**Name**: Accounts Payable (Maitland City Council)
Phone: 02 4934 9627	**Phone**: 02 4934 9731
Email: graememem@maitland.nsw.gov.au	**Email**: creditors@maitland.nsw.gov.au
Postal address for notices: PO Box 220, MAITLAND, NSW 2320	
Email address for notices: graememem@maitland.nsw.gov.au	
Billing email address(es): edge.MTL.ebill@planetfootprint.com;creditors@maitland.nsw.gov.au;billdata@energyaction.com.au	

NSW Site Details

NMI	Site Name	Site Address	Start Date
4103742275	Maitland City Council	Town Hall, 281 High St, MAITLAND, NSW, 2320	01/01/2020
4103749837	Maitland City Council	Lot 1, James St, MAITLAND, NSW, 2320	01/01/2020
4103833378	Maitland City Council	(Maitland Gaol) John St, EAST MAITLAND, NSW, 2323	01/01/2020
4103943478	Maitland Park Aquatic Centre	Maitland Park Aquatic Centre, Lot 59, Les Darcy Dr, MAITLAND, NSW, 2320	01/01/2020
NCCCAA0476	Maitland City Council	Library, 480 High St, MAITLAND, NSW, 2320	01/01/2020
NCCCAA0478	Maitland City Council	Council Workshop, 8 Metford Rd, EAST MAITLAND, NSW, 2323	01/01/2020

NSW Energy Rates

From	To	Peak Rate (Peak Periods)	Shoulder Rate (Shoulder Periods)	Off Peak Rate (Off Peak Periods)	LREC Rate (All Periods)	ESC Rate (All Periods)
01/01/2020	**31/12/2020**	12.0731	10.5843	7.6248	0.4828	0.1964
01/01/2021	**31/12/2021**	10.6294	9.3102	6.4702	0.3089	0.2045

Cents/kWh & GST exclusive.
Peak Period means 7 am – 9 am and 5pm - 8pm (AEST), every day except Saturdays, Sundays and public holidays in NSW. Show holidays are deemed not to be public holidays.
Shoulder Period means 9 am – 5 pm and 8pm – 10pm (AEST), every day except Saturdays, Sundays and public holidays in NSW. Show holidays are deemed not to be public holidays.
Off Peak Period means all times outside Peak and Shoulder Periods.

Only the Energy Rates applicable to the Term apply. The LREC Rate only applies if the LREC Rate option has been selected.

NSW Estimated Consumption

From	To	Peak Periods (MWh)	Off Peak Periods (MWh)	Shoulder Periods (MWh)	Estimated Total Electricity Consumption (MWh)
01/01/2020	31/12/2020	346	898	834	2079
01/01/2021	31/12/2021	344	897	828	2070

Environmental Certificate Prices

Calendar Year	SRES Price	LREC Price
2020	$39.00	$24.27
2021	$39.95	$15.87

If the LREC Rate option has been selected, the above LREC Prices do not apply.

General Terms & Conditions

1. PROVISION OF SERVICES

1.1 We agree to provide the service of selling electricity to you, and all associated services, at each connection point for the Premises during the Term.

1.2 You agree to buy all of the electricity that is imported from the national grid and used at the Premises during the Term from us. You must not buy electricity used at the Premises from anyone else during the Term. This does not prevent you from installing or operating your own solar or other form of generation at the Premises.

1.3 If GreenPower is included in the Schedule, we will also provide you with accredited GreenPower equivalent to the specified percentage of your adjusted electricity consumption.

2. TERM

2.1 Subject to clauses 2.2, 2.6 and 10, this agreement is for the sale of electricity from 0000 hours on the Start Date until 2400 hours on the End Date.

2.2 If we are not financially responsible under the Rules for the relevant connection point or connection points for the Premises at the date of this agreement, this agreement will be for the sale of electricity from each relevant time that we first become financially responsible.

2.3 You must sign all documents and do all things necessary for us to become financially responsible for all connection points for the Premises as and from the Start Date.

2.4 You explicitly consent to us becoming financially responsible for all connection points for the Premises (including by the transfer of financial responsibility from your previous electricity retailer to us) as and from the Start Date.

2.5 You acknowledge that there could be delays in installing Meters and other matters beyond our reasonable control that could lead to a delay in us becoming financially responsible.

2.6 Subject to clause 2.7, we do not have to sell electricity to you after the End Date and can cause you to be disconnected or transferred to another electricity retailer after that date. However, if we remain financially responsible for a connection point after the End Date, you must continue to pay us for all electricity consumed at the Premises at our default rates. You acknowledge that our default rates will be significantly higher than the rates applying during the Term.

2.7 If we enter into a subsequent negotiated agreement with you for the sale of electricity for the period after the End Date, clause 2.6 will not apply.

2.8 During the Term, if you request, we agree to meet with you to discuss the possibility of extending this agreement (either by rolling in additional sites and/or negotiating an extension of the Term) and the charges that might be relevant to any extended agreement.

3. CHARGES

3.1 You must pay us the following charges:

(a) Energy Charges;
(b) Network Charges, unless you pay them directly to the Distributor;
(c) Market Charges;
(d) Metering Charges;
(e) LREC Charges;
(f) SRES Charges;
(g) ESC Charges, for all Premises in New South Wales;
(h) VEEC Charges, for all Premises in Victoria; and
(i) AEEC Charges, for all Premises in the Australian Capital Territory.

3.2 If GreenPower is included in the Schedule, you must pay us the GreenPower Charges in addition to the other charges payable by you under this Agreement.

4. METERING

4.1 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 based on our standard bundled market rate for basic metered supply, and not the charges set out in clause 3.1.

4.2 If any electrical work is required to facilitate the installation of a Meter (such as switchboard upgrades or re-wiring) you must arrange for this work to be undertaken by a licensed electrical contractor at your cost.

4.3 You must keep the Meter safe and secure and must not damage, modify or interfere with the Meter. You must also comply with all reasonable directions in relation to the Meter. You must also allow us and all other relevant people to safely access the Premises for the purpose of installation, reading, testing, repair, maintenance or removal of all Meters. However, you may refuse entry to any people who do not comply with your reasonable health and safety directions.

4.4 You must pay all reasonable costs associated with the inspection and testing of all Meters, current transformers and voltage transformers. You must also pay all reasonable costs of any necessary repair or replacement of current transformers and voltage transformers.

4.5 Subject to clause 4.6, the amount of electricity sold to you will be determined by us from readings of the Meter at each connection point for the Premises.

4.6 If a Meter malfunctions or metering data is not available for any reason, then, subject to any relevant Laws, the amount of electricity sold will be estimated by us (acting reasonably) based on standard practices in the electricity industry and all relevant information available.

4.7 If a Meter is found to have under recorded the amount of electricity used at the Premises, we may issue an invoice to you for the under recorded amount.

4.8 You waive your right to opt out of having your existing Meter replaced or changed at any site that has an annual consumption level below the "small customer" consumption threshold under the applicable Energy Laws from time to time in the State or Territory in which the site is located.

4.9 You must notify us if you appoint a Metering Service Provider directly, or terminate the appointment of a Metering Service Provider.

5. PAYMENT

5.1 We will send you a bill at the end of each Billing Period for all amounts payable by you under this agreement. The bill may also include:

(a) unbilled charges incurred in respect of a previous Billing Period;
(b) adjustments in relation to any charges that were billed or should have been billed in respect of a previous Billing Period; and
(c) estimated amounts for some charges, where relevant.

5.2 We may invoice some of the charges payable by you before any relevant costs are actually incurred by us.

5.3 We may also send you adjusted bills or further bills from time to time in respect of any changes to or reconciliation of the charges payable by you or to correct any inaccuracies in previous bills. However, we will limit the period of any undercharges to 12 months, unless the reason for the undercharge was not our fault, such as where there was a metering error or there was a change in the Network Charges.

5.4 We will send bills to you by email. At the start of this agreement, you must advise us of the email address to which we can send bills. You can notify us of changes in that address from time to time.

5.5 You must pay all bills within 14 days of issue without any set off or counterclaim.

5.6 If you pay by credit card, we may charge you a reasonable fee.

5.7 If you (in good faith) dispute the amount of a bill, you must pay the undisputed amount within the period for payment. Following resolution of the dispute, if you owe us any further amount, you must also pay interest on that amount at the Interest Rate from the date it should have been paid until the date of payment.

5.8 Subject to the following sentence, if you pay all of a monthly bill before the due date for payment, we will give you a discount for each day of early payment equal to the amount of the bill multiplied by the Early Payment Interest Rate divided by 365. The discount will apply as a credit on your following bill and does not apply to your last monthly bill.

5.9 If you are late in payment, we will charge you interest on the outstanding amount at the Default Interest Rate. This does not limit our other rights under this agreement.

5.10 We may also charge you:

(a) any reasonable costs we incur in recovering any amounts you owe us under this agreement; and

(b) a late payment fee for each late payment (provided the amount of the fee must be reasonable); and

(c) any bank dishonour fees.

5.11 If you are more than 5 days late in paying 3 or more bills in any 12 month period, you must, if requested by us, provide us with a bank guarantee that secures an amount equal to our reasonable estimate of the amounts payable by you under this agreement for a period of two months (as advised to you from time to time). The bank guarantee must be from a bank reasonably acceptable to us and on terms reasonably acceptable to us. If the bank guarantee has an expiry date, it must not be earlier than 60 days after the End Date.

5.12 You must provide the bank guarantee within 10 Business Days of receiving a request from us. If you do not provide the bank guarantee within the required time, we may cause the supply of electricity to the Premises to be disconnected. We may also exercise our other rights under this agreement.

5.13 We may call on the bank guarantee if you are late in paying any amount owing under this agreement, in addition to our other rights under this agreement.

5.14 If we call on the bank guarantee, you must provide us with a replacement bank guarantee on the terms set out in clause 5.11. You must provide the replacement bank guarantee within 10 Business Days of receiving a request from us. If you do not provide the replacement bank guarantee within the required time, we may cause the supply of electricity to the Premises to be disconnected. We may also exercise our other rights under this agreement.

6. NO LIABILITY FOR PHYSICAL CONNECTION OR DELIVERY

6.1 You agree that we are not responsible for physically connecting or delivering electricity to you.

6.2 As we are not physically connecting or delivering electricity to you:

(a) we do not undertake to provide or maintain any particular voltage, frequency or standard of supply;

(b) we give no condition, warranty or undertaking and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety; and

(c) we are not liable for any loss or damage you suffer as a result of the supply of electricity or the failure to supply electricity.

7. YOUR LOAD

7.1 If requested by us from time to time, you must give us a reasonable estimate of your forecast electricity usage at the Premises.

7.2 You must also endeavour to give us reasonable advance notice of any major planned changes to your electricity usage, such as planned shut downs.

8. CHANGE IN LAW

8.1 If a Change in Law occurs after the date of our first offer to you, or the date of this agreement, if an offer was not made, you must also pay to us an additional charge that we reasonably determine (from time to time) is necessary to compensate us for the financial effect on us arising from or connected with the Change in Law.

8.2 If the Change in Law reduces our costs, we will reduce the charge payable by you.

8.3 Any additional or reduced charge is to be determined by us on a cost pass through basis (or a reasonable approximation of a cost pass through) using methods of estimation, allocation or attribution as reasonably determined by us. This may include reference to wholesale or retail electricity industry benchmarks or reference prices or the determination of a qualified expert selected by us.

8.4 If requested, we must provide to you all reasonable information necessary to justify the additional or reduced charge.

8.5 If the Change in Law operates retrospectively, we may apply the additional or reduced charge retrospectively.

8.6 If the Change in Law is the introduction of an emissions trading scheme or a carbon tax, we may increase the Peak Rate, the Shoulder Rate (if relevant) and the Off Peak Rate by an amount equal to (ACI x CRP), where ACI is the volume weighted average carbon intensity (in tonnes of CO2-e per MWh) of generating units in the NEM in the month before the relevant billing period and CRP is the market price of emissions units or permits (as reasonably determined by us) or the rate of the carbon tax, as relevant, (in $/tonne of CO2-e) in the relevant billing period.

9. DISCONNECTION

9.1 If you do not pay us any amount that is validly due and owing on time, we may cause the supply of electricity to the Premises to be disconnected until you have paid all outstanding amounts (including interest for late payments).

9.2 We must not exercise our right under clause 9.1 unless we have given you a notice requiring the outstanding amount to be paid within 5 Business Days of the date of the notice and you have failed to comply with the notice.

9.3 We must not exercise our right under clause 9.1 for non payment of an amount that is subject to an unresolved bona fide dispute.

9.4 You must reimburse us for any disconnection and reconnection fees we incur.

9.5 Our rights under this clause 9 do not limit our other rights under this agreement.

10. TERMINATION

10.1 Either party may terminate this agreement by notice to the other party if:
(a) the other party becomes insolvent; or
(b) the other party has failed to comply with any of its fundamental obligations under this agreement (which includes the obligation to pay amounts owing under this agreement) and the breach has not been remedied within 10 Business Days of receiving a notice to remedy the breach.

10.2 On termination of the agreement, the terminating party may:
(a) recover any outstanding amounts owing by the other party; and
(b) sue the other party for any loss, damage, cost, charge or expense incurred by the terminating party.

10.3 If we are no longer entitled by law to sell electricity to you due to a retailer of last resort (RoLR) event under the National Energy Retail Law occurring in relation to us, we will provide relevant information (including your name, billing address and NMI) to the entity appointed as the relevant designated retailer for the RoLR event and this agreement will come to an end, without penalty to you.

10.4 By entering into this agreement, you commit to buying all electricity that is imported from the national grid and consumed at the Premises from us for the entire Term at the agreed rates (as adjusted by the provisions of this agreement).

10.5 If you sell the Premises (or part of the Premises) and this agreement is not transferred to the buyer with our consent under clause 12.1, we will consider a request from you to terminate this agreement early (in whole or in respect of the relevant part of the Premises). Any consent from us to your request may be conditional on you agreeing to pay us an early termination amount. The early termination amount will be a reasonable amount determined by us taking into account the charges payable by you under this agreement for the balance of the Term and the market price of those charges at the time of termination. This clause 10.5 is subject to, and does not limit your rights under clause 13.1.

10.6 If you exercise any right under the Law to opt out of or withhold consent to a tariff assigned by your Distributor applicable to a site that forms part of the Premises that is located in Victoria with an annual consumption of between 40MWh and 160MWh, we may terminate this agreement in respect of that site and you must transfer the site to another retailer.

11. GST

11.1 All amounts payable under or in connection with this agreement are exclusive of GST.

11.2 A recipient of a taxable supply under or in connection with this agreement must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply.

11.3 The recipient must make that payment to the supplier as and when the GST exclusive consideration or part of it is provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that taxable supply.

11.4 Words in this clause 11 have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and regulations, unless the context makes it clear that a different meaning is intended.

12. TRANSFER

12.1 Subject to clauses 12.2 and 12.3, 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).

12.2 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.

12.3 Either party may transfer or charge its rights under this agreement to its financier.

13. THE REMOVAL OR ADDITION OF SITES

13.1 You may add sites to the Premises or remove sites from the Premises provided you get our prior written consent which must not be unreasonably refused but may be granted subject to reasonable conditions. We will not unreasonably refuse to provide our consent if:
(a) you give us at least 2 months prior written notice;
(b) the notice contains the following details:
(i) the expected date the site will be added or removed;
(ii) if available, half hourly metering data for the previous 12 months for any additional site;
(iii) an estimate of the load shape and the electricity consumption for any additional site for the following 12 months;
(iv) all identifier and other necessary information relating to any additional site; and
(v) details of any proposed new occupier of any site to be removed;
(c) the load shape of any additional site is similar to the load shape of the existing sites that comprise the Premises;
(d) any additional site has a remotely read interval meter and is in the same region of the NEM as the other sites that comprise the Premises;
(e) the estimated annual consumption at any additional site located in Victoria is more than 40MWh; and
(f) the addition or removal of the site will not result in the total amount of electricity used in any period at all sites located in the same region of the NEM, being 10% greater or 10% lesser (or any other agreed percentage usage limits) than the estimated usage for those sites in that period.

13.2 Any new site will become part of the Premises from the date we first become financially responsible for the relevant connection point or connection points. Any removed sites will remain part of the Premises until the site is disconnected or until the start date of a negotiated retail sale agreement between the new occupier of the site and us, or another retailer. You will remain liable for all consumption at the site until then.

14. INFORMATION

14.1 You must provide us with information relating to your past and expected future electricity usage and all other information which we reasonably require for purposes associated with this agreement or our obligations under any Law. You authorise us to disclose this information to the Distributor, AEMO and any other relevant people for those purposes.

14.2 You also authorise us to obtain information relating to your past electricity usage from the Distributor and any other relevant people for the purpose of this agreement..

14.3 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 the provision of advice or offering you additional products or services.

14.4 You authorise us to provide your electricity usage information, including any information obtained under clause 14.1 or 14.2, and other information in relation to this agreement (including pricing and billing information) to your Consultant.

14.5 We will treat any personal information received by us in connection with this agreement in accordance with our privacy policy (available at www.ermpower.com.au/privacy-policy/).

15. NOTICES

15.1 Notices under this agreement may be delivered by hand, or sent by mail or email.

15.2 Your address details are as set out in the Schedule, or any other address notified to us from time to time.

15.3 Our address details are:
ERM Power Retail Pty Ltd
Attention: General Manager - Sales
Level 52, 111 Eagle Street, Brisbane, Queensland 4000
Email: sales@ermpower.com.au
or any other addresses notified to you from time to time.

15.4 A notice or bill is taken to be received:
(a) if hand delivered, on the day of delivery;
(b) if sent by mail, on the third Business Day after mailing; and
(c) if sent by email, at the time it was received by the recipient.

16. GENERAL

16.1 If the day on or by which a person must do something under this agreement is not a Business Day, the person must do it on or by the next Business Day. However, 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.

16.2 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:
(a) an obligation of those persons is joint and several;
(b) a right of those persons is held by each of them severally; and
(c) 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.

16.3 If you are the trustee of a trust, you enter into this agreement on your own behalf and as the trustee of the trust. In addition to your own assets, all the assets of the trust will be available to satisfy your obligations under this agreement.

16.4 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.

16.5 This agreement is governed by the laws in force in the jurisdiction in which the Premises are located. If the Premises are located in more than one jurisdiction, this agreement will be governed by the laws in force in Queensland. Each party submits to the non-exclusive jurisdiction of the courts of the relevant jurisdiction.

16.6 Any provision of this agreement that is unenforceable or partly unenforceable is, where possible, severed to the extent necessary to make this agreement enforceable.

16.7 Each party must do everything reasonably necessary or desirable to give full effect to this agreement.

16.8 If either party is unable to perform its obligations under this agreement (other than an obligation to pay money) because of an event beyond its reasonable control, the obligation is suspended, but only to the extent that the event prevents performance.

16.9 This agreement contains the entire agreement between us relating to the sale or supply of electricity to the Premises.

16.10 Upon receiving a complaint from you, we must acknowledge the complaint immediately or as soon as practicable and respond to the complaint within 10 Business Days. If the complaint relates to a site in the Australian Capital Territory, you may apply for a rebate of $20 if we do not comply with this obligation.

16.11 A right under this agreement may only be waived in writing by the person giving the waiver.

16.12 Unless the contrary intention appears, words defined in the Rules have the same meaning when used in this agreement.

16.13 A provision of this agreement must not be construed against a party only because that party drafted it.

16.14 We may provide you with proposals regarding the provision of goods and services associated with energy efficiency, energy management and energy productivity (Energy Solutions Services) which you may accept in accordance with the terms of our proposal. Our proposal will detail the charges for the Energy Solutions Services and the terms and conditions that apply to the Energy Solutions Services (Energy Solutions Terms). The Energy Solutions Terms, and not the terms and conditions of this Agreement, govern our provision of Energy Solutions Services to you.

17. INTERPRETATION

17.1 Headings are for convenience only, and do not affect interpretation.

17.2 The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply.
(a) A reference to:
(i) legislation (including subordinate legislation) is to that legislation as amended and includes any subordinate legislation issued under it;
(ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
(iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
(v) anything (including a right, obligation or concept) includes each part of it.
(b) A singular word includes the plural, and vice versa.
(c) If a word is defined, another part of speech has a corresponding meaning.
(d) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
(e) The words "related body corporate" have the same meaning as in the Corporations Act.
(f) A reference to AEST is a reference to Australian Eastern Standard Time (without regard to daylight saving or summer time).

18. DEFINITIONS

The following definitions apply in this agreement unless the contrary intention appears.

AEEC Charges means, subject to clause 8, the actual metered consumption of electricity at all connection points for the Premises multiplied by the AEEC Rate set out in the Schedule for the relevant period.

AEMO means Australian Energy Market Operator Limited ACN 072 010 327 or any other entity that operates the NEM.
Billing Period means a calendar month, or part thereof.
Business Day means a day other than a Saturday, Sunday or public holiday in the place where the Premises are located.
Change in Law means the imposition of, change in (or change in application or official interpretation of) or removal of a Law that has the effect, directly or indirectly, of increasing or decreasing our costs in connection with selling or supplying electricity. A Change in Law includes the making of any safeguard rules under the National Greenhouse and Energy Reporting Act 2007 (or any changes in those rules).
Charges means all the charges set out in clause 3.
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.
Corporations Act means the Corporations Act 2001 (Cwth).
Default Interest Rate means 2% plus the Interest Rate.
Distributor means the person responsible for physically connecting and delivering electricity to the Premises. If the Premises are comprised of more than one site, there may be more than one Distributor.
Early Payment Interest Rate means 4% plus the Reserve Bank of Australia "Cash Rate Target". If that rate does not exist, it will be another similar rate nominated by us.
End Date is the date set out in the Schedule. There may be different End Dates for different sites.
Energy Charges means, subject to clause 8, the actual metered consumption of electricity at all connection points for the Premises, multiplied by the applicable transmission loss factors and distribution loss factors, multiplied by the relevant Energy Rates for the relevant periods set out in the Schedule. If there is more than one connection point, the Energy Charges are the sum of the Energy Charges for each connection point.
ESC Charges means, subject to clause 8, the actual metered consumption of electricity at all connection points for the Premises, adjusted by the applicable transmission loss factors and distribution loss factors, multiplied by the ESC Rate set out in the Schedule for the relevant period.
Green Power Charges means the actual metered consumption of electricity at all connection points for the Premises, adjusted by the applicable distribution loss factors, multiplied by the GreenPower rate set out in the Schedule for the relevant period.
Insolvent means that the party:

(a) is unable to pay all its debts when they become due; or
(b) has a liquidator, receiver, administrator or controller appointed to it or its assets.

Interest Rate means the corporate overdraft reference rate (from time to time) quoted by the Commonwealth Bank of Australia. If that reference rate does not exist, it will be another similar rate nominated by us.
Law includes any legislation, statute, act, rule, code, order, regulation, procedure, direction, legislative instrument, tariff or condition or requirement of any licence or authority. It includes, without limitation, the Rules.
LREC Charges means, subject to clause 8, the actual metered consumption of electricity at all connection points for the Premises, adjusted by the applicable distribution loss factors, multiplied by the LREC Rate for the relevant period.
LREC Rate for a period means the rate specified in the Schedule for that period, as varied by us from time to time based on our obligations under the REC Act and the market price of large-scale generation certificates created under the REC Act. However, subject to clause 8:

(a) if the Schedule specifies an LREC Price for a period, the LREC Rate for the period will be the LREC Price multiplied by the renewable power percentage under the REC Act for that period; or
(b) if the Schedule specifies that the LREC Rate for a period is firm, the LREC Rate for that period will be fixed.

Market Charges means your proportion on a cost pass through basis of the fees and charges payable by us to AEMO or any other relevant regulatory authority associated with the sale of electricity to you at the Premises, including participants fees, ancillary services charges, unaccounted for energy charges and other charges associated with the operation of the NEM. The Market Charges will be apportioned by us on a fair and reasonable basis based on your electricity usage.
Meter means a remotely read interval meter that complies with the relevant provisions of the Rules.
Metering Charges means a fee of $1000 per Meter per annum, plus any additional costs we incur as a result of a Meter change, or any costs or charges incurred by us if you do not agree to a meter change. However, if you have entered into a direct agreement with a Metering Service Provider for the installation, maintenance, testing and reading of the Meter for each connection point for the Premises, the Metering Charges will be a fee of $0 per Meter per annum (which is in addition to any amount you or we are obliged to pay your nominated Metering Service Provider or any person engaged or appointed by your Metering Service Provider).
Metering Service Provider means a Metering Coordinator, Metering Provider or Metering Data Provider, as defined in the Rules.
NEM means the national electricity market.
Network Charges means the charges levied from time to time by the Distributor in relation to your Premises including for the physical connection and delivery of electricity to the Premises (whether payable under a connection agreement, use of system agreement, co-ordination agreement or otherwise).
NSW Act means the Electricity Supply Act 1995 (NSW).
Premises means each of the sites set out under the Contract Site Details in the Schedule.
Quarter means each period of 3 months ending on 31 March, (which is Q1), 30 June, (which is Q2), 30 September (which is Q3) and 31 December (which is Q4) each year.
REC Act means the Renewable Energy (Electricity) Act 2000 (Cwth) (as amended) and any associated legislation, including the Renewable Energy (Electricity) (Large-scale Generation Shortfall Charge) Act 2000 (Cwth) (as amended) and the Renewable Energy (Electricity) (Small-scale Technology Shortfall Charge) Act 2010 (Cwth) (as amended).
Rules means the National Electricity Rules under the National Electricity Law.
SRES Charges means, subject to clause 8, the actual metered consumption of electricity at all connection points for the Premises, adjusted by the applicable distribution loss factors, multiplied by the SRES Rate for the relevant calendar year. The SRES Rate for a calendar year is the SRES Price for the calendar year set out in the Schedule multiplied by the small-scale technology percentage under the REC Act for that calendar year.
Start Date is the date set out in the Schedule. There may be different Start Dates for different sites.
Term means the period from the Start Date to the End Date.
VEEC Charges means, subject to clause 8, the actual metered consumption of electricity at all connection points for the Premises, adjusted by the applicable distribution loss factors, multiplied by the VEEC Rate for the relevant calendar year. The VEEC Rate for a calendar year is the VEEC Price for the calendar year set out in the Schedule multiplied by the greenhouse gas reduction rate for electricity under the Victorian Energy Efficiency Target Act 2007 for that calendar year.