

SALE OF ELECTRICITY - AGREEMENT TERMS



This Agreement is between Origin Energy Electricity Limited (ABN 33 071 052 287) (referred to as “us”, “we” or “our”) and the customer specified in the Schedule (referred to as “you” or “your”).

1. THIS AGREEMENT

- 1.1 This Agreement is made up of these Agreement Terms, the Schedule and the Annexures.
- 1.2 Capitalised terms used in this Agreement are defined in clause 37 or, if they relate to the Charges, Annexure 1.
- 1.3 If the Schedule indicates you have elected to take up GreenPower, the GreenPower Annexure will apply.

2. TERM

- 2.1 We must receive a copy of this Agreement signed by you before the Validity Date.
- 2.2 If so, this Agreement starts on the date you sign it and ends on the End Date unless:
 - (a) you continue to take supply from us after the End Date without entering into a new agreement (see clause 24); or
 - (b) it has been terminated earlier.
- 2.3 If we do not receive a signed copy of this Agreement by the Validity Date, there will be no agreement between us.

3. SALE OBLIGATIONS

- 3.1 During the Supply Term, we agree to sell to you, and you agree to buy from us, the Services and any Other Services.
- 3.2 We are not obliged to provide the Services or any Other Services at a Site before the Supply Date for that Site or after the End Date.
- 3.3 If we are not already, we will arrange to become Financially Responsible for each Site. We do not control this process and are not liable to you for any delay.
- 3.4 We have no obligation to become Financially Responsible or provide the Services or Other Services (at any time) to a Site if:
 - (a) that Site does not have metering which is appropriate for the Site and which complies with the Regulatory Requirements;
 - (b) you have undertaken to arrange for Metering Services for that Site but have not done so; or
 - (c) you are not a Large Customer.

4. LARGE CUSTOMERS

- 4.1 You agree that where your NERR Aggregate Consumption exceeds the applicable Large Customer Threshold, the Small Customer Rules will not apply to those Sites in the NERR Jurisdictions.
- 4.2 You warrant that your consumption at each Site in Victoria and your NERR Aggregate Consumption will each exceed the applicable Large Customer Threshold during each Agreement Year. If this warranty becomes incorrect at any time, or is likely to become incorrect, you must notify us promptly.

5. WARRANTIES

- 5.1 You warrant and acknowledge that:

- (a) you have the power to execute this Agreement and have all authority, Approvals and rights needed to perform it;
- (b) your Target Consumption is a reasonable forecast of the electricity you anticipate we will sell you under this Agreement; and
- (c) you have had the opportunity to review the terms of this Agreement (in particular the Break Fee) and you understand them.

6. DISTRIBUTION SERVICES

- 6.1 Your Distributor is responsible for the connection and disconnection of your Sites to the relevant distribution network and the delivery of electricity to those Sites. We do not control the quality, voltage or continuity of your electricity supply.
- 6.2 As your retailer, we will arrange for Distribution Services to each Site unless you notify us that you have made different arrangements with your Distributor. If a Site is being connected to the distribution network for the first time, we will also arrange that new connection. We will pay for the Distribution Services (including connection of the Site) and pass the costs of doing so to you through the Network Charge. You must also pay our reasonable administrative costs of arranging any new connection.
- 6.3 We do not control the process for arranging connection to a Site and are not liable to you for any delays.
- 6.4 We are not responsible for ensuring a Site is on, or remains on, the correct or optimal network tariff classification.

7. CHARGES

- 7.1 You must pay us the Charges.
- 7.2 Unless they are varied in accordance with clause 8, 9 or 12 the Energy Rates are fixed for the Supply Term.
- 7.3 We may vary the Environmental Rates by notice to you.
- 7.4 Charges based on the quantity of electricity sold to you will be determined by us from readings of the meter located at each Site, except in the circumstances described in clause 7.5. The record of meter readings at a Site is prima facie evidence of the amount of electricity sold to you unless the circumstances set out in clause 7.5(b) apply or an adjustment is made to relevant data by your Distributor or AEMO.
- 7.5 If:
 - (a) we or the Metering Provider are unable to obtain safe access to a meter or a meter reading for any reason;
 - (b) we consider the meter reading is unreliable or incorrect; or
 - (c) we are unable to issue a bill using actual meter readings for any reason (such as a failure of our IT systems),

we may base the Charges on estimated data reasonably determined by us in accordance with the Regulatory Requirements or any other criteria we consider relevant.

- 7.6 If we base your bill on estimated data and actual data which we consider is reliable and correct becomes available, we will include an adjustment on a later bill.

8. INCREASING CHARGES FOR A CHANGE OF LAW

- 8.1 Where there is a Change of Law we may increase the Charges to reflect our increased costs in accordance with this clause 8.
- 8.2 If we reasonably determine that an increase under clause 8.1 does not accurately reflect the increase in our costs, we may vary the Charges further.
- 8.3 We will determine the amount of the increase of a Charge using reasonable methods of calculation, estimation, allocation or attribution, which may include the use of:
- (a) estimates and forecasts;
 - (b) methodologies based on an index, industry benchmark, relevant law or regulatory guideline, published or produced by a third party;
 - (c) determinations of suitably qualified independent experts selected by us;
 - (d) averaging methodologies; or
 - (e) a combination of the above.
- 8.4 An increase under clause 8.1 may be applied retrospectively if the Change of Law is retrospective.

9. OTHER RIGHTS TO VARY CHARGES

- 9.1 If we become Financially Responsible for a Site more than 8 weeks after the Estimated Supply Date and the delay was not due solely to our non performance of our obligations under this Agreement, we may vary the Energy Rates and/or Environmental Rates applicable to that Site.

10. ENVIRONMENTAL EXEMPTION

- 10.1 You must notify us promptly if you are issued an Environmental Exemption and provide us with evidence (to our satisfaction) of that Environmental Exemption.
- 10.2 If we agree that your Environmental Exemption permits us to reduce our obligations under the relevant Environmental Legislation in respect of the electricity sold to you under this Agreement, we will propose variations to this Agreement to address this. The Environmental Charges will not change until after the variation is agreed in accordance with this clause.

11. NOTICE OF VARIATION

- 11.1 If we vary any Charges we will notify you of the variation, the reason for the variation and the date the variation takes effect. A variation may take effect from the Supply Date (retrospectively) where we consider it appropriate to do so (acting reasonably).

12. YOUR CONSUMPTION

- 12.1 Your Energy Rates are based on:
- (a) the Target Consumption; and
 - (b) your Load Profile.

- 12.2 If we request it, you must provide us with forecasts of your consumption for each Site for up to a year in advance. That forecast must be prepared on a reasonable basis using reasonable assumptions.

- 12.3 If, acting reasonably, we determine that:

- (a) your Load Profile is likely to change, or has changed, materially; or
- (b) the aggregate consumption for all Sites in a Jurisdiction is likely to differ, or has differed, materially from your Target Consumption for that Jurisdiction,

we may vary your Energy Rates.

- 12.4 You must notify us promptly if you expect that an event referred to in clause 12.3 will occur.

- 12.5 We are the exclusive electricity retailer for each Site. You must not without our prior written consent (not to be unreasonably withheld if there is no adverse operational or financial impact to us):

- (a) make further connections to the distribution network for a Site;
- (b) enter into an arrangement with any third party for curtailment of electricity consumption, or load management, at a Site; or
- (c) install electricity generation at a Site.

- 12.6 You must not on-sell electricity supplied to a Site, except you may do so with our written consent (which will not be unreasonably withheld):

- (a) to a Related Body Corporate; or
- (b) where there is an embedded network at a Site.

13. EXPORTED ELECTRICITY

- 13.1 If you export any electricity from a Site to the national electricity market, except as otherwise agreed with you:

- (a) we will not pay or credit you any amount for that exported electricity;
- (b) the amount of electricity sold to you and for which you must pay us under this Agreement will not be reduced by the amount of electricity exported; and
- (c) to the extent permitted by law, you will reimburse us for any Liability we incur or suffer relating to any Regulatory Requirements or other requirements relating to your generation of electricity.

14. DISCONTINUING SUPPLY TO A SITE

- 14.1 You may request to have supply discontinued to a Site before the End Date if you:

- (a) no longer require us or any other retailer to sell you electricity at that Site; and
- (b) give us 6 weeks notice of the date on which the Site will be vacated (such notice to also include a forwarding address for future correspondence).

- 14.2 Where supply is discontinued to a Site under clause 14.1:

- (a) we may charge you a Break Fee under clause 23; and
- (b) once that Break Fee has been paid, this Agreement will no longer apply to that Site.

- 14.3 If supply is discontinued, or you attempt to discontinue supply, to a Site before the End Date and you do not give us the required notice:

- (a) you remain liable for all electricity supplied to the Site; and
- (b) your obligations under this Agreement continue to apply to you until 6 weeks after we receive the required notice or the End Date.

14.4 Your Target Consumption will not change where supply to a Site is discontinued under clause 14.1 and we do not charge you a Break Fee under clause 14.2(a).

15. BILLING

15.1 We will issue you a bill for each Site, which will be sent to the Address for Accounts.

15.2 The bill will include:

- (a) the period for which the bill applies (which is normally one month);
- (b) the consumption at the Site for that billing period;
- (c) the Charges payable for that Site for that billing period;
- (d) any adjustments to the Charges payable for that billing period or any other billing period in accordance with this Agreement;
- (e) any outstanding amounts from previous bills; and
- (f) the Due Date.

15.3 If you have a basic meter and any Charges are varied during a billing period, we may assume the electricity is consumed at a uniform daily amount for the whole of the billing period and the Charges will be calculated using a pro-rata calculation over the billing period.

15.4 If we have overcharged, undercharged or not charged you, we will credit or bill you for these amounts as soon as reasonably practicable after we determine you have been overcharged, undercharged or not charged, except we will not do this more than 24 months:

- (a) after the date that any undercharges or amounts which were not charged, should have been billed; and
- (b) after the date the overcharge was billed, unless you have disputed your bill within the time specified in clause 17.

15.5 The 24 month limit in clause 15.4 will not apply where the undercharge or failure to charge was due to an event that was:

- (a) outside our control; or
- (b) caused or contributed to by the actions or omissions of you or a third party.

15.6 You must pay each bill in full no later than the Due Date, except in the circumstances set out in clause 17.3.

16. FAILURE TO PAY

16.1 If you fail to pay a bill in full by the Due Date or in accordance with clause 17.3, we may:

- (a) apply any security we hold towards payment of the bill;
- (b) arrange to disconnect the Site to which that bill applies (see clause 21.1(a));
- (c) charge you Interest on the unpaid amount from the Due Date;
- (d) refer your bill for collection by a debt collection agency;

(e) recover our costs of collecting the bill from you; and/or

(f) sell the rights to the unpaid amount to a third party who may seek to collect it from you.

17. BILL DISPUTES

17.1 If you wish to dispute a bill, you must provide us with a notice setting out why the amount of the bill is incorrect by the Due Date.

17.2 We will assess your claim as soon as reasonably practicable and advise you if we consider the original bill was incorrect. If we do not agree with you, the dispute resolution procedures in clause 29 apply.

17.3 If the dispute is not resolved by the Due Date, you must pay by the Due Date the greater of:

- (a) the undisputed amount; and
- (b) the average of the last three bills for that Site.

17.4 Once the dispute is resolved:

- (a) if we owe you a refund, we will credit your next bill; or
- (b) if you owe us an amount, you must pay it within 2 weeks from the date the dispute is resolved, and you must pay us Interest on that amount calculated from the Due Date for that amount to the date you pay it to us.

18. SECURITY AND CREDIT

18.1 We may require you to pay us a security deposit, or provide us with another form of security, up to the amount we estimate to be the aggregate of your next three bills for all Sites if:

- (a) you fail to pay any three bills, or two consecutive bills, on time; or
- (b) at any time, we reasonably form the view that your creditworthiness is not satisfactory.

18.2 You must comply with our request within 2 weeks of receiving that request.

18.3 We will release the security deposit or other security after this Agreement ends and all outstanding amounts you owe us under this Agreement have been paid.

19. SITE ACCESS

19.1 You must give us, our representatives, your Distributor, Metering Providers and AEMO safe, convenient and unhindered access to a Site as reasonably required for the purposes of this Agreement.

19.2 We and our representatives will use best endeavours to give you notice of our intention to enter a Site, except:

- (a) where you have provided permission to access a Site;
- (b) where entry is during business hours for the purpose of reading or inspecting a meter; or
- (c) in the case of an emergency.

19.3 We and our representatives will comply with any reasonable procedures, including site safety procedures, previously specified to us by you.

20. METERING

20.1 Unless we make a different agreement with you, we will arrange on your behalf for metering equipment to be installed and/or Metering Services to be supplied by a Metering Provider at a Site in accordance with the Regulatory Requirements.

- 20.2 Subject to the Regulatory Requirements, we have discretion as to the Metering Provider we appoint and whether we accept your Direct Metering Agreement.
- 20.3 We may revoke our acceptance of your Direct Metering Agreement if the Metering Provider does not comply with the Regulatory Requirements or their obligations under the Direct Metering Agreement or any agreement we enter into with that Metering Provider concerning Metering Services provided to you. If we revoke your Direct Metering Agreement we will appoint a Metering Provider.
- 20.4 We may vary your Metering Charge, Supplementary Metering Charge, VAS Charge or Instrument Testing Charge or the terms of this Agreement if:
- we or a Metering Provider visit the Site and determine that it is appropriate to do so to reflect the nature of the Metering Services required at that Site;
 - after the date you sign this Agreement, we become aware you have a Direct Metering Agreement for a Site, the Direct Metering Agreement you have ends or is varied, or we revoke our acceptance of your Direct Metering Agreement; or
 - the Regulatory Requirements permit you to change the metering arrangements (including the person responsible for metering) and you elect to do so.
- 20.5 If, as a result of a variation under clause 20.4, or where supply to a Site has been discontinued under clause 14, we have to terminate or vary any contract we have entered into with any third party to perform our metering obligations under this Agreement, you will indemnify us for all Liability we incur or suffer in connection with that termination or variation.
- 20.6 The meter at a Site is the property of the Metering Provider.

21. DISCONNECTION

- 21.1 We may request the Distributor to disconnect a Site if:
- you do not pay a bill in full by the Due Date or as contemplated by clause 17.3 and any part of that bill remains outstanding 1 week after we give you notice of our intention to disconnect the Site;
 - you fail to comply with clause 18.2;
 - you breach any other provision in this Agreement and do not remedy the breach within 3 weeks of us giving you notice that we will disconnect that Site if you do not do so within that time;
 - you cease to occupy, or carry on business at, that Site;
 - this Agreement is terminated in respect of that Site or in its entirety;
 - you have illegally used electricity at any Site or tampered with a meter; or
 - we are permitted or required to do so by the Regulatory Requirements.

- 21.2 You acknowledge that your Distributor has the power to disconnect, curtail or interrupt supply to a Site for other reasons.
- 21.3 Disconnection of a Site does not automatically terminate this Agreement for that Site.
- 21.4 You agree to pay us any costs, including reasonable administrative costs, that we incur relating to disconnection and any subsequent reconnection of a Site.

22. TERMINATION AND SITE CANCELLATION

- 22.1 A party may terminate this Agreement by notice to the other if:
- an insolvency event occurs in respect of the other party; or
 - the other party is in breach of a material obligation under this Agreement and does not remedy such breach within 3 weeks after notice to do so; or
 - any representation or warranty made by the other party is untrue or misleading (whether by omission or otherwise) when made.
- 22.2 We may terminate this Agreement (in its entirety) by notice to you:
- if there are no Sites taking electricity;
 - if we reasonably form the view that your creditworthiness is not satisfactory;
 - if you are no longer a Large Customer for any Site; or
 - after the End Date.
- 22.3 We may remove a Site from this Agreement by notice to you:
- if we are entitled to disconnect or have disconnected under clause 21.1;
 - a Distributor has disconnected that Site for any reason;
 - if we reasonably form the view that there is a manifest error in the Schedule or that you have provided us with incorrect information; or
 - if you are no longer a Large Customer at that Site,
- and we will have no obligation to supply electricity to you under this Agreement.
- 22.4 This Agreement will automatically terminate if we are no longer permitted to sell you electricity under the Regulatory Requirements for any reason.

23. BREAK FEE

- 23.1 You acknowledge and agree that you have entered into a fixed term agreement with us and if a Break Fee Event occurs prior to the End Date, we may suffer loss. To allow us to recover our genuine pre-estimate of that loss, we may charge you, and you agree to pay, the Break Fee in accordance with this clause 23.
- 23.2 The Break Fee is an amount equal to all of the Energy Charges we estimate we would have received from you for your Unconsumed Load, less the costs (including our costs of purchasing electricity at our Forward Cost of Electricity, our Cost to Serve and Cost to Carry) we estimate we would have incurred to buy and supply that Unconsumed Load to you for the remaining term of the Agreement, in each case referable to Peak

Time, Shoulder Time (where applicable) and Off Peak Time.

23.3 The Break Fee:

- (a) will be calculated by reference to the period from the date that the relevant Break Fee Event occurs until the End Date; and
- (b) will never be payable in respect of electricity which is sold, and billed, to you under this Agreement; and
- (c) will only be calculated in respect of, and be applicable to, Sites affected by the Break Fee Event.

23.4 In calculating your Break Fee, we will act reasonably and we will be entitled to use any or all of:

- (a) estimates and forecasts;
- (b) methodologies based on an index, industry benchmark, relevant law or regulatory guideline, published or produced by a third party;
- (c) determinations of suitably qualified independent experts selected by us; and
- (d) averaging methodologies.

As we manage the purchasing of electricity for our customers on a portfolio basis, some costs we incur and which are included in the calculation of your Break Fee may be allocated across our customers using methodologies we consider appropriate, such as on a proportionate basis across our customers.

23.5 As the Break Fee is based on loss we incur due to your Break Fee Event, you acknowledge that the amount of any Break Fee will depend on a range of factors, including:

- (a) the amount of your Unconsumed Load; and
- (b) the amount of the Forward Cost of Electricity at the time of the Break Fee Event (which may be different to your Energy Rates).

23.6 Accordingly, you also acknowledge that, due to the nature of the variables used in calculating your Break Fee, it is possible that your Break Fee could be substantial - particularly if you consume large amounts of electricity and the wholesale cost of electricity is lower at the time of the Break Fee Event from that applying at the time you signed this Agreement.

23.7 You may request an estimate of your likely Break Fee for a proposed Break Fee Event. We will give you this estimate within a reasonable time of such request. Any estimated Break Fee will be based on information current at the date we calculate the estimate and, as such, that estimated Break Fee may be different to your actual Break Fee.

23.8 You must pay us the Break Fee within 2 weeks of receipt of a bill. The Break Fee will appear on your bill as the 'Combined Break Charge' and will include any amount payable under clause 20.5.

23.9 At your request, we will give you a statement setting out how we calculated your Break Fee.

23.10

Once you pay us the Break Fee for a Site:

- (a) we will decrease your Target Consumption by the amount of the Unconsumed Load; and

- (b) this Agreement will no longer apply to that Site.

24. HOLDING OVER

24.1 If you continue to take Services or Other Services from us after the Supply Term ends, then this Agreement will continue to apply to that Site, except:

- (a) the Energy Rates for that Site will be those notified by us to you to apply for a specified period or, if we do not notify you or the period specified by us has expired, equal to the applicable Default Rate; and
- (b) we may vary any of the other Charges and the terms of this Agreement by notice to you.

24.2 We may vary the Energy Rates, Charges and terms more than once. We will give you notice in accordance with clause 11.1 at least one month before the variation takes effect.

24.3 If you continue to take Services or Other Services after termination of this Agreement, the rest of the terms of this Agreement will continue to apply until you stop taking those Services or Other Services.

25. RISK AND LIABILITY

25.1 Title and risk in the electricity passes to you at the first point of connection at each Site.

25.2 You indemnify us against all Liability we incur or suffer, in connection with or arising from this Agreement, relating to any act or omission by you.

25.3 Subject to law, our Liability in connection with this Agreement (including as a result of negligence or any warranty implied by law) is limited to:

- (a) the replacement of the Services or Other Services or the sale of equivalent Services or Other Services; or
- (b) the payment of the cost of replacing the Services or Other Services or of acquiring equivalent Services or Other Services.

25.4 Any warranty or guarantee required by law to be incorporated into this Agreement is incorporated. Any warranty or guarantee which can be excluded by law is excluded.

25.5 We are not liable to you in connection with or arising from this Agreement, and you cannot make a claim against us for, any Excluded Loss.

25.6 You must prevent, and are liable for, any damage to or interference with equipment (including metering equipment) owned or operated by us, your Distributor or a Metering Provider.

25.7 You will comply with the Regulatory Requirements and any other relevant code or law that applies to the sale of Services or Other Services to you.

26. PARTNERSHIPS AND TRUSTS

26.1 If you are a partner in a partnership, each partner is jointly and severally liable under this Agreement.

26.2 If you enter this Agreement as a trustee you represent and warrant in your own right and as trustee of the Trust, that as at the date of this Agreement and until such time as all your obligations under this Agreement are discharged:

- (a) you are the sole trustee of the Trust;
- (b) you have the requisite capacity and authority to enter this Agreement on behalf of, and to bind the beneficiaries of, that Trust and to perform all obligations under this Agreement

pursuant to the documents governing that Trust; and

- (c) you have the right to be fully indemnified out of the assets of the Trust in relation to this Agreement and the assets of the Trust are sufficient to satisfy all obligations of the Trust under this Agreement.

27. FORCE MAJEURE

27.1 A party will be excused for any non performance of its obligations under this Agreement (other than an obligation to pay money) during the time and to the extent that Force Majeure prevents the party from doing so.

27.2 A party must:

- (a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- (b) give the other party prompt notice of the Force Majeure including details of its expected duration.

27.3 If the effect of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service promptly after becoming aware of the event.

28. GST

28.1 If the Supplier is or becomes liable to pay GST in connection with any Supply:

- (a) the Recipient must pay to the Supplier, in addition to the Agreement Price, an amount equal to the amount of that GST;
- (b) provided the Recipient has received a tax invoice from the Supplier for that Supply, the Recipient must pay the Agreement Price plus the additional amount on account of GST within the period specified in this Agreement for payment of the Agreement Price;
- (c) if the GST payable in relation to a Supply made under or in connection with this Agreement varies from the additional amount paid or payable by the Recipient under paragraph (a) such that a further amount of GST is payable in relation to the Supply or a refund or credit of GST is obtained in relation to the Supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph (c) is deemed to be a payment, credit or refund of the additional amount payable under paragraph (a). If an adjustment event occurs in relation to a Supply, the Supplier must issue an adjustment note to the Recipient in relation to that Supply within 14 days after becoming aware of the adjustment event;
- (d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly creditable acquisition or any wholly or partly creditable importation made by that other party, the amount reimbursed will be net of any input tax credit claimable in respect of that acquisition or importation.

28.2 In this clause 28, all terms in the GST law have the same meaning in this clause.

28.3 In addition in this clause 28:

"Agreement Price" means the monetary and non monetary consideration to be provided under this Agreement for the Supply (other than under this clause);

- (a) "Recipient" means the party that receives the Supply from the Supplier;
- (b) "Supplier" means the party that provides the Supply to the Recipient and includes the representative member of the GST group if the Supplier is a member of a GST group;
- (c) "Supply" means any supply to the Recipient by the Supplier pursuant to this Agreement. However, if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply will be attributable, such part of the supply will be treated as a separate supply for the purposes of this clause.

28.4 Unless otherwise provided, all amounts expressed to be payable under this Agreement are expressed exclusive of any GST.

29. DISPUTE RESOLUTION

29.1 The parties agree not to go to an alternative dispute resolution mechanism until a dispute (except bill disputes - see clause 17) has been dealt with under this clause 29.

29.2 A party claiming a dispute must give notice to the other party setting out details of the dispute.

29.3 The dispute must be referred to senior representatives of the parties. The senior representatives must meet (by telephone if not in person) within 2 weeks and negotiate to resolve the dispute.

29.4 If the senior representatives are unable to resolve the dispute, they must meet again to agree a mechanism and timetable to resolve the dispute (and record it in writing). The parties must comply with the terms of that document and a failure to do so is a breach of this Agreement.

29.5 If (for any reason):

- (a) the dispute is not resolved; or
- (b) the parties have not agreed a mechanism and timetable for resolving the dispute,
within 4 weeks of the date of the dispute notice,
either party may commence court proceedings.

29.6 Nothing in clause 29 prevents a party from:

- (a) seeking urgent interlocutory or declaratory relief where, in that party's reasonable opinion, that action is necessary to protect that party's rights; or
- (b) terminating this Agreement where it has a right under the Agreement to do so.

29.7 You indemnify us for any Liability we incur or suffer if you dispute a bill or other matter other than under clause 17 or clause 29 (as applicable).

30. CONFIDENTIALITY

30.1 Both parties must keep all Confidential Information confidential for 3 years after this Agreement ends.

30.2 Either party may disclose Confidential Information:

- (a) with the other party's prior written consent;

- (b) on a confidential basis to its officers, employees, agents, advisers and insurers (or those of a Related Body Corporate) to the extent disclosure is reasonably required; or
 - (c) if required by Regulatory Requirements, law or applicable stock exchange rules.
- 30.3 We may request, use and disclose Confidential Information and other information about you to the extent we reasonably consider it is required:
- (a) to enable us to obtain a credit report on you;
 - (b) in communications with AEMO, any Regulatory Authority or your Distributor, Metering Provider or any service provider we engage to provide the Services or Other Services to you; or
 - (c) if necessary in an emergency situation.

31. PRIVACY

31.1 Both parties must comply with applicable provisions of the Privacy Act 1988 (Cth).

32. VARIATIONS TO THE AGREEMENT

32.1 Unless otherwise specified in this Agreement, any variations to the terms of this Agreement or any waiver of any rights of any party has no effect unless it is in writing and signed by the parties (in the case of a variation) or the party granting the waiver (in the case of a waiver).

32.2 Where this Agreement is varied at your request, you must pay us the Administration Charge.

33. ASSIGNMENT

33.1 We may assign, transfer or novate this Agreement by notice to you.

34. NOTICES

34.1 A notice or other communication under this Agreement is only effective if:

- (a) in writing and addressed to the person to whom it is given; and
- (b) where we are the recipient, sent by pre-paid mail to GPO Box 186 Melbourne Vic 3001 or sent by email to the Origin email address specified in the Schedule; or
- (c) where you are the recipient, sent by bill, sent to any Address for Accounts or sent by email to the email address as notified by you to us.

34.2 A notice is given:

- (a) if sent by email – 24 hours after the email was sent, unless the sender receives an automated message that the email was not delivered or knows the email was not delivered or could not be read; or
- (b) if sent by mail - three Business Days after posting.

35. LAWS APPLICABLE TO THIS AGREEMENT

35.1 If there is one Site or all Sites are in the same Jurisdiction, this Agreement is governed by the laws in force in the Jurisdiction where the Sites are located.

35.2 If there are Sites in more than one Jurisdiction, this Agreement is governed by the laws in force in Victoria.

35.3 You submit to the non-exclusive jurisdiction of the courts of that place.

36. GENERAL PROVISIONS

36.1 This Agreement supersedes all prior and other negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.

36.2 You acknowledge you have not relied on any predictions, forecasts, advice or statements of opinion by us, or any of our employees or agents, as to the appropriateness or financial effect of this Agreement, market conditions, the likelihood of price changes or any Change of Law.

36.3 Clauses 30 and 31 survive termination or expiry and other terms of this Agreement will survive termination or expiry of this Agreement where it is necessary for it to do so to enable a party to enforce a right accrued on or before termination or expiry.

36.4 It is not necessary for us to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement or to vary the Charges in accordance with this Agreement.

36.5 If any part of this Agreement is unlawful, unenforceable or invalid, that part will be treated as removed from the Agreement, but the rest of the Agreement is not affected.

36.6 Representations and warranties set out in this Agreement are made, given and repeated on the date you sign the Agreement, the Supply Date and each following day until this Agreement ends.

37. DEFINITIONS

The following definitions apply in this Agreement unless the context requires otherwise.

Address for Accounts means the address for accounts specified in the Schedule.

AEMO means the Australian Energy Market Operator.

Agreement Date means the date of you sign this Agreement.

Agreement Terms means this document.

Agreement Year means each successive period identified as a year in the Energy Rates table in the Schedule.

Annexure means an annexure to these Agreement Terms.

Approval means any licence, permit, consent, authorisation, approval, registration, determination, certificate, exemption, filing, notice, qualification or other requirement (and any conditions attached to any of them) of or issued by any Regulatory Authority that must be obtained, held or satisfied to supply, perform, receive or use the Services or Other Services, or for either party to perform its obligations under this Agreement.

Break Fee Event means any of the following events:

- (a) this Agreement is terminated in its entirety for any reason other than termination under clauses 22.1 (by you), 22.2(d) or 22.4;
- (b) where supply is discontinued to a Site in accordance with clause 14.1;
- (c) we remove a Site in accordance with clause 22.3; or
- (d) this Agreement no longer applies to a Site for any reason,

before the end of the Supply Term.

Business Day means a day that is not a Saturday, Sunday or a Jurisdiction wide public holiday in the Jurisdiction where the Site is located.

Change of Law means:

- (a) any Regulatory Requirement or Tax being:
 - (i) introduced, taking effect or commencing; or
 - (ii) amended or repealed,
- (b) the rate at, or basis on, which any Tax is levied or calculated being increased or decreased from the rate or basis prevailing as at the Agreement Date;
- (c) a variation in the interpretation, effect or administration of a Regulatory Requirement or Tax by a Regulatory Authority which is effected by way of a public pronouncement after the Agreement Date; or
- (d) a scheme that provides for us to gain or hold any Approval or authorisation or to purchase, hold or surrender any certificate, permit or instrument or directly or indirectly imposes costs, including costs passed through from third parties, on us, being:
 - (i) introduced, taking effect or commencing; or
 - (ii) amended or repealed,

in whole or in part after the Agreement Date, that has or will directly or indirectly affect the costs that we have or will incur, in connection with this Agreement, except that a Change of Law does not apply if the event in question relates to income tax as defined in the *Income Tax Assessment Act 1997* (Cth).

Charges mean the charges described in Annexure 1.

Confidential Information means:

- (a) clause 255 of this Agreement, the Schedules and Annexures;
- (b) all information relating to the Charges disclosed or made available to a party by or on behalf of the other party; or
- (c) all information a party derives or produces, whether in whole or in part, from the information disclosed under paragraphs (a) and (b).

Cost to Carry means our estimate of the costs we would have incurred as a result of the time difference between when we pay for wholesale energy, network and other third party charges related to the sale of electricity to you and when you pay us those charges as billed to you under this Agreement. This cost is expressed as dollars per megawatt hour.

Cost to Serve means our estimate of the costs we would have incurred to service your account from the date of the Break Fee Event to the End Date but will not incur because of the Break Fee Event. This cost is expressed as dollars per megawatt hour.

Default Rate means the rate published by us from time to time on our website and described as the "Default Rate" for Commercial & Industrial Electricity Supply Agreements or sent by notice to you.

Direct Metering Agreement or **DMA** means, with respect to a Site, an agreement between you and a Metering Provider for Metering Services at that Site.

Distribution Services means the services provided by the Distributor relating to you or a Site.

Distributor means the entity that is authorised or licensed to supply Distribution Services through the distribution network to which a Site is connected.

Due Date means the date you must pay your bill by as specified on the bill which will be consistent with the Payment Term.

End Date is the date specified in the Schedule.

Environmental Exemption means an exemption created under the governing legislation for an Environmental Product (as defined in Annexure 1).

Environmental Legislation means the REC Legislation, ESS Legislation, VEET Legislation or *Energy Efficiency (Cost of Living) Improvement Act 2012*.

ESS Legislation means the *Electricity Supply Act 1995* (NSW) and related regulations.

Estimated Supply Date means for a Site, the estimated supply date for that Site, as specified in the Schedule.

Excluded Loss means:

- (a) loss of profit, revenue or anticipated savings;
- (b) loss of, or damage to, reputation, credit rating or good will;
- (c) loss or denial of opportunity;
- (d) loss of access to markets;
- (e) financing costs;
- (f) special, incidental or punitive damages; or
- (g) any loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in relation to this Agreement and/or the Services or Other Services, and regardless of the basis on which a claim for same is made (including negligence).

Financially Responsible has the meaning given to that term in the Rules.

Force Majeure means, with respect to an obligation of a party under this Agreement, any event or circumstance occurring on or after the Supply Date that:

- (a) is not within the reasonable control of that party;
- (b) could not be prevented, overcome or remedied by the exercise of reasonable effort by that party; and
- (c) results in that party being unable to meet or perform that obligation.

Forward Cost of Electricity means, in respect of a Jurisdiction, our estimate our wholesale cost of electricity per megawatt hour in that Jurisdiction, for each of the Peak Time, Shoulder Time and Off Peak Time (as applicable), for the period from the Break Fee Event to the End Date.

GST has the meaning given in the GST law.

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

Instrument Testing means any testing of the current transformers and/or voltage transformers which may form part of the metering installation at a Site or any site of our other customers, which we are required to carry out to comply with the Regulatory Requirements.

Interest means the Reserve Bank of Australia cash rate plus 8%, calculated daily, and at our discretion, compounded monthly.

Jurisdiction means Victoria, South Australia, New South Wales, the Australian Capital Territory or Queensland, as the context requires.

Large Customer is a customer whose consumption at a Site (or Sites where aggregated under clause 4.1) exceeds the Large Customer Threshold.

Large Customer Threshold means the threshold at which the Small Customer Rules no longer apply to a Site in a Jurisdiction, which at the date of this Agreement is:

- (a) 40MWh per annum in Victoria;
- (b) 160MWh per annum in South Australia; and
- (c) 100MWh per annum in all other Jurisdictions.

Liability includes any loss, damage, liability, cost, charges and expenses.

Load Profile means the pattern of consumption for a typical customer of your type (as determined by us or your historical load profile (if we have it)).

Metering Provider means a person who provides Metering Services and/or Instrument Testing.

Metering Services includes the installation, maintenance or testing of metering equipment at a Site and the reading and forwarding of data from that metering equipment to us, the Distributor and AEMO and discharging our regulatory obligations in relation to those services (but excludes Instrument Testing).

NERR Aggregate Consumption means the total consumption for all Sites in NERR Jurisdictions.

NERR Jurisdictions means those Jurisdictions in which Sites are located and the National Energy Retail Rules apply, which are currently Queensland, New South Wales, South Australia and Australian Capital Territory.

Other Services means, in respect of a Site, any services other than the Services (including goods) which you agree to buy from us in respect of that Site.

Payment Term means the period specified in the Schedule.

REC Legislation means the *Renewable Energy (Electricity) Act 2000* (Cth) and the *Renewable Energy (Electricity) (Charge) Act 2000* (Cth) and related regulations.

Regulatory Authority means:

- (a) any government or a governmental, quasi governmental or judicial entity or authority;
- (b) a stock exchange; and
- (c) any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise, delegated authority or similar entity,

whether of Australia or elsewhere that has powers or jurisdiction under any Regulatory Requirement over a party or any act relating to this Agreement.

Regulatory Requirements means:

- (a) any act, regulation or other statutory instrument or proclamation of any applicable jurisdiction in which any act or obligation in connection with this Agreement is or is to be carried out or regulated;
- (b) any applicable law, whether of a legislative, equitable or common law nature;

- (c) any applicable Australian Standards and codes; and
- (d) any judgment, decree or similar order with mandatory effect or any binding requirement or mandatory approval of a Regulatory Authority, including any Approval,

relevant to a party or the supply, performance, receipt or use of all or part of the Services or Other Services.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Rules mean the National Electricity Rules.

Schedule means the schedule to these Agreement Terms.

Services means with respect to a Site:

- (a) the sale of electricity at that Site; and
- (b) ancillary services, such as the procuring of Distribution Services or Metering Services for that Site.

Site means each site specified in the Schedule, except those sites which have been removed or to which this Agreement no longer applies in accordance with clauses 14.2 or 22.3 are not included.

Small Customer Rules means Division 3 of Part 1 and Part 2 of the National Energy Retail Rules and relevant provisions of the Queensland Electricity Industry Code and Victoria Energy Retail Code.

Supply Date means, for each Site, the later of the date we become Financially Responsible for that Site or the Estimated Supply Date.

Supply Term means the period from the earliest Supply Date for any Site under this Agreement to the earlier of the End Date or termination of this Agreement.

Target Consumption means the quantity of electricity which we anticipate selling you in each Jurisdiction in an Agreement Year as specified in the Schedule.

Tax means a tax (including corporate tax, resource rent tax, income tax, fringe benefits tax, payroll tax, PAYG and subcontractor's taxes), levy, duty (including customs duty and stamp duty), excise, charge, royalty (whether based on value, profit or otherwise), fee, surcharge, contribution, impost, deduction or withholding, however it is described, whether direct or indirect, by whatever method collected or recovered, that is imposed by a Regulatory Requirement or by a Regulatory Authority, in any jurisdiction (including a liability on an entity as a result of its being jointly or severally liable for another entity's Tax).

Trust means the trust identified in the Schedule (if applicable).

Unconsumed Load means an amount equal to the target consumption for the Sites affected by the Break Fee Event (calculated by us based on the actual consumption of those sites as a proportion of the relevant Target Consumption), less your actual consumption at those Sites up to the date of the Break Fee Event.

Validity Date means the date specified in the Schedule.

VEET Legislation means the *Victorian Energy Efficiency Target Act 2007* and related regulations.

38. Interpretation

38.1 Unless otherwise stated:

- (a) a reference to this Agreement or another document includes any variation or replacement of any of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, code or other law includes regulations and other instruments or directives under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes any type of entity or body, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, successor or permitted assigns;
- (e) a reference to a body (other than a party) which ceases to exist, or whose powers or function are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions;
- (f) specifying anything after the words "include" "including", "for example" or similar expression does not limit what is included;
- (g) the expression "relating to" and similar grammatical expressions includes arising from, concerning or in connection with (whether directly or indirectly);
- (h) a reference to a Liability incurred or suffered by us includes Liabilities of our Related Bodies Corporate relating to the relevant matter; and
- (i) a reference to a variation of a Charge includes introducing a new charge.

Annexure 1 Charges

The Charges include:

- (a) Energy Charges;
- (b) Environmental Charges;
- (c) Network Charges;
- (d) Regulated Charges;
- (e) Charges relating to Metering Services;
- (f) Administration Charge and billing Charges; and
- (g) Break Fee

1. ENERGY CHARGE

Energy Charge means the amount you must pay us for your electricity consumption, which is the sum of each Applicable Energy Rate multiplied by the amount of electricity sold to each Site during the Peak Time, Off Peak Time or Shoulder Time (as applicable).

where:

Applicable Energy Rate means the Peak Energy Rate, Shoulder Energy Rate and Off Peak Energy Rate (as applicable and each as specified in the Schedule) multiplied by the relevant Loss Factor.

Energy Rate means the Peak Energy Rate, Shoulder Energy Rate and Off Peak Energy Rate (as applicable and each as specified in the Schedule) which are specified in the Schedule.

Loss Factor means the relevant transmission and distribution loss factors (determined in accordance with the Rules).

Off Peak Time has the meaning specified in the Schedule.

Peak Time has the meaning specified in the Schedule.

Shoulder Time has the meaning specified in the Schedule.

2. ENVIRONMENTAL CHARGE

Environmental Charge means the sum of each Applicable Environmental Rate multiplied by the quantity of electricity sold to each Site in the relevant Jurisdiction.

Where:

Applicable Environmental Rate means each Environmental Rate (as applicable and each as specified in the Schedule) multiplied by the distribution Loss Factor only.

Environmental Product means an environmental product or scheme specified below:

Environmental Product	Governing legislation	Relevant Jurisdiction
Energy Saving Certificates (ESCs)	ESS Legislation	NSW
Victorian Energy Efficiency Energy Certificates (VEECs)	VEET Legislation	Victoria
Energy Efficiency Improvement Scheme (EEIS)	Energy Efficiency (Cost of Living) Improvement Act 2012	ACT
Large Scale Generation Certificates (LRECs)	REC Legislation	All
Small Scale Technology Certificates (SRECs)		

Environmental Rate means:

- (a) the rate for the relevant Environmental Product specified in the Schedule (as varied from time to time under this Agreement); or
- (b) if no rate is specified in the Schedule for that Environmental Product, a rate determined by us based on

our reasonable forecast of the market price for that product or scheme and our obligations under the governing legislation for that product.

3. NETWORK CHARGE

Network Charge is an amount equal to the costs charged by the Distributor and/or transmission service provider to us in relation to you or your Site.

4. REGULATED CHARGE

Regulated Charge is the amounts payable by us to a Rules Agency (including our market participant fees and ancillary services fees) which will be passed on to you by us based on a fair and reasonable proportion of such costs so incurred by us as between our customers.

where:

Rules Agency means the Australian Energy Market Commission, Australian Energy Regulator, AEMO or any other entity that administers, or performs any function, under the Rules.

5. CHARGES RELATING TO METERING SERVICES

Instrument Testing Charge means the charge as specified in the Schedule or if not specified in the Schedule, an amount determined by us based on our reasonable estimate of our costs relating to Instrument Testing across our customers.

Metering Charge means the annual amount specified in the Schedule, or varied by us under clause 20.4, payable in monthly instalments and any other costs charged by the Metering Provider to us in relation to you or your Site.

Metering Compliance Charge means amounts, which we are charged or we incur, other than an amount included under another Charge, in connection with meeting our metering obligations under the Regulatory Requirements as well as our reasonable administrative costs.

Supplementary Metering Charge means the monthly amount specified in the Schedule which is payable where you have a DMA for a Site and we have accepted that DMA in accordance with 20.2.

VAS Charge means the charge for value added services set out in your Direct Metering Agreement.

6. ADMINISTRATION CHARGE AND BILLING CHARGES

Administration Charge means \$300 (excluding GST) per Site.

Other Charges means any amounts which we are charged or we incur (other than an amount included under another Charge) in connection with your payment of a bill, including any merchant fees arising from payment by credit card or from a similar facility.

Service Charge means the charge as specified in the Schedule which relates to the provision of our general account management services under the Agreement.

7. BREAK FEE

Break Fee means an amount payable by you under clause 23.2.

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Origin Direct Debit Request



For the convenience of Direct Debit simply fill in the information below and return to us at Origin Request, GPO Box 1199, Adelaide SA 5001. Alternatively you can call 13 23 34 and we'll do the work for you.

Business details (as shown on your Origin account)

Business name _____

Postal address

Street _____

Suburb/Town _____

State _____

Postcode _____

Origin account details

Please select: Electricity Gas

Origin Electricity Customer Site Numbers

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Origin Gas Customer Site Numbers

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Method of payment

Bank/financial institution _____

Branch _____

Your account name _____

BSB number

--	--	--	--	--	--

 -

--	--	--	--	--	--

Account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature(s) *(if joint account, all signatures are required)*

X _____ **X** _____

Date

D	D
---	---

 /

M	M
---	---

 /

Y	Y
---	---

I/We authorise:

1. you to arrange for funds to be debited from my/our account, as described in the schedule above, an amount (determined in accordance with the payment option on this form) which Origin (User ID No.069216 or User ID No. 227667 or User ID No. 018325 or User ID No.087021) may debit or charge me/us through the Bank Electronic Clearing System (BECS) until further notice in writing;
2. you to verify the details of the above mentioned account with my/our Financial Institution; and
3. my/our Financial Institution to release information allowing Origin to verify my bank account details.

This authorisation is to remain in force in accordance with the terms described in the Origin Direct Debit Customer Service Agreement. Note: This Direct Debit arrangement will supersede any prior payment arrangements you may have entered into with Origin.

The easiest way to pay your bills

We make it simpler to manage your finances.

You don't have to worry about sending cheques, visiting the Post Office or even remembering when payments are due - it's all taken care of automatically.

How does it work?

Stay in control of your finances by choosing our direct debit payment option.

• Total Amount on Due Date

On the day your electricity, gas or hot water account is due, our bank will simply electronically transfer the amount owing from your nominated bank or financial institution.

Arranging Direct Debit

It's simple. If you would like to pay for one or more of your Origin electricity or natural gas accounts by Direct Debit, simply complete the relevant sections of the application form and send it to Origin Request, GPO Box 1199, Adelaide SA 5001.

Origin Direct Debit Customer Service Agreement

This agreement outlines our commitment to you as a Direct Debit customer and your rights and responsibilities throughout the Direct Debit process.

Our commitment to you

- We will provide you with at least 14 days notice if any terms of the payment arrangement are to change.
- Where the Direct Debit Due Date falls on a non-working day or public holiday, we will draw the payment amount on the next business day.
- We will keep all information about your nominated bank account private and confidential, only to be disclosed at the request of you, the Customer, or your Financial Institution in connection with a claim made to an alleged incorrect or wrongful debit.
- We will deduct payment, to a maximum of the amount due on your customer account, at the Due Date of your Direct Debit unless otherwise specified by yourself.
- We will cancel your Direct Debit if you are no longer a customer of Origin after your final bill has been deducted. We may also cancel your Direct Debit by notice to you.
- If, as the result of the operation of a retailer of last resort scheme we cease to be your electricity or gas retailer, we will immediately cancel your Direct Debit payment schedule in respect of electricity and/or gas (which is relevant) and promptly notify both you and your Financial institution of that cancellation.

Your rights

- You may terminate your Direct Debit payment schedule at any time by calling or writing to notify us or your Financial Institution at least 4 business days prior to your next payment date.
- If you notify us of the termination of your Direct Debit payment schedule, we will use our best endeavours to notify your Financial Institution as soon as we can after the cancellation.
- You may stop a particular payment or change the amount and/or frequency of your payment schedule by calling or writing to notify us, to reach us at least 10 business days prior to your next payment date.
- Where you consider a payment has been initiated incorrectly, or there is a discrepancy in a payment amount, please contact us immediately so we can address your query.
- If at any time you wish to change your bank account or personal details, please advise us in writing, to reach us at least 10 business days prior to your next payment.

Your commitment to us

- Ensure the bank account information supplied to us is correct by checking it against a recent statement from your Financial Institution.
- Advise us in writing if the bank account, as nominated by you to be debited, is transferred or closed.
- If you terminate your Direct Debit payment schedule by notification to your Financial Institution, use your best endeavours to notify us as soon as you can after the cancellation.
- Ensure your nominated bank account can accept Direct Debits through the Bulk Electronic Clearing System (BECS). Direct Debit through BECS is not available on all Financial Institution accounts.
- Arrange a suitable alternate payment method from those shown on the back of your account should your Direct Debit payment schedule be cancelled, either by yourself or your nominated Financial Institution.
- Ensure sufficient funds are available in the nominated bank account to meet a payment on its Due Date. We reserve the right to cancel the Direct Debit payment schedule arrangements by your nominated Financial Institution, and to arrange with you an alternate payment method.
- Upon finalisation of your customer account with us, all outstanding funds will need to be paid by the Due Date stated on the final bill.

Fees and charges

- We will notify you of any return unpaid transactions; and any applicable fee (plus GST) will be raised against your customer account.
- If your nominated bank account has insufficient funds to cover a payment, you are responsible for any costs we incur as a consequence of covering payment.

If you have any enquiries regarding stops, cancellations, or require payment assistance, please don't hesitate to contact us on **13 23 34**.