

Alinta Energy Electricity

National Retail Sale Agreement
General Conditions

This document is not a standard form contract. Each and every term and condition of this document is open to genuine negotiation between Alinta Energy and the Customer to reflect the bargain struck between the parties in the individual circumstances of the transaction.

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Electricity Retail Sale Agreement

General Conditions

1 Interpretation

1.1 Definitions

The following definitions apply in this Agreement.

AEMO means Australian Energy Market Operator Limited ACN 072 010 327 or any successor entity that is the market operator from time to time under the Rules.

Agreement means the contract between Alinta Energy and the Customer, as described in clause 1.3.

Alinta Energy means Alinta Energy Retail Sales Pty Ltd ABN 22 149 658 300 trading as 'Alinta Energy' of Level 11, 20 Bridge Street, Sydney NSW 2000 and any of its successors and assigns.

Authorised Shortfall Load Variation means the percentage set out in Item 16 of the Particulars of Contract.

Authorised Surplus Load Variation means the percentage set out in Item 16 of the Particulars of Contract.

Billing Period means a calendar month or part of a calendar month.

Business Day means a day that is not a Saturday, Sunday or public holiday in the capital city of the State or Territory of the Customer's registered address set out in item 2 of the Particulars of Contract.

Carbon Scheme means any statutory emissions trading scheme or other mechanism for the management of concentrations or emissions of carbon or carbon compounds or of any substance characterised as a greenhouse gas or greenhouse precursor gas, irrespective of whether such scheme is mandatory or voluntary.

Change in Law means the imposition of, change in (or change in application or official interpretation of) or removal of, a Law which has the effect, directly or indirectly, of increasing Alinta Energy's costs in connection with selling electricity to the Customer including the effective cost to Alinta Energy of the electricity Alinta Energy sells the Customer under any hedging cover or other similar arrangement maintained by Alinta Energy. A Change in Law includes a change in the location of a Regional Reference Node in the NEM or a change in the boundaries or the number of regional reference nodes of the region in which a regional reference node is located.

Charges means all the charges set out in clause 6 or elsewhere in this Agreement.

Commencement Date for a Site means the later of:

- (a) the Target Commencement Date; and

(b) the date upon which Alinta Energy's obligations in respect of that Site commence under clause 3.

Connection Contract in respect of a Site means an agreement (including an agreement deemed by any Law) between the Customer and the Distributor for that Site providing for the connection, transportation, delivery or physical supply of electricity to that Site or any related services.

Connection Point has the meaning given in the Rules.

Contract Year means:

- (a) each period of 12 consecutive months commencing on the first Commencement Date during the Term and each subsequent anniversary of that first Commencement Date; and
- (b) the period commencing on the month in which the last anniversary of the Commencement Date during the Term occurs and ending on the Target End Date or earlier termination of this Agreement.

Corporations Act means the *Corporations Act 2001 (Cth)*.

Customer means the person described in Item 2 of the Particulars of Contract.

Dispute Notice means a notice given in accordance with clauses 10.4 (a) or 16 (a).

Distribution Loss Factor in respect of a Site means the distribution loss factor for that Site issued or determined by AEMO or another relevant regulatory authority from time to time.

Distributor in respect of a Site means the entity responsible for the connection, transportation, delivery and physical supply of electricity to a Site. If this Agreement covers more than one Site, there may be more than one Distributor.

EEIS means the charge determined by Alinta Energy for EEIS for that Billing Period under the *Energy Efficiency (Cost of Living) Improvement Act 2012* (Australian Capital Territory).

EEIS Act means the *Energy Efficiency (Cost of Living) Improvement Act 2012 (ACT)*.

End Date for a Site means the earliest of:

- (a) the Target End Date;
 - (b) any early End Date for that Site under clause 14.1;
 - (c) any early End Date for that Site under clause 14.2;
- and

(d) the date on which this Agreement is terminated.

Energy Charge in respect of a Site and a Billing Period means a charge for electricity consumption by the Customer calculated as the aggregate of the actual metered consumption at each relevant Connection Point in respect of that Site and that Billing Period for each applicable Peak, Shoulder, and Off-Peak Period as set out in Item 11 of the Particulars of Contract, adjusted in respect of each Connection Point by the applicable Loss Factors, multiplied by the applicable Energy Price for that Billing Period.

Energy Price in respect of a Billing Period means the price for that Billing Period as set out in Item 10 of the Particulars of Contract.

Environmental Product Certificate means any one or more of an ESC, a LGC, a STC and a VEEC, as applicable.

Environmental Product Charge means any one or more of an ESC Charge, an EEIS Charge, a LGC Charge, a STC Charge, a REES Charge and a VEEC Charge, as applicable. These Environmental Product Charges reflect an amount reasonably determined by Alinta Energy from time to time to cover the costs associated with meeting our liability under the ESC Act, REES, RE Act and EEIS Act.

ESC means an energy savings certificate under the ESC Act.

ESC Act means the *Electricity Supply Act 1995 (NSW)*.

ESC Charge in respect of a Site and a Billing Period means any applicable charge in respect of that Site for ESCs calculated in accordance with Item 13 of the Particulars of Contract and schedule 2 for that Billing Period.

Excluded Damage means:

- (a) any:
 - (i) loss of or loss of anticipated use, production, revenue, income, profits, goodwill, contract, business and savings; or
 - (ii) business interruption loss, whether or not such loss or damage was foreseeable;
- (b) any indirect or consequential loss, cost, expense, damage or liability of any kind however caused;
- (c) special or punitive damages; and
- (d) any liability of the person to any third party, or any claim, demand, action or proceeding brought against the person by any third party, and any costs or expenses in connection with such claim, demand, action or proceeding, but does not mean any amount that is expressly stated to be payable by one Party to another under this Agreement.

Financially Responsible Market Participant has the meaning given in the Rules.

Forecast Load in respect of a Region and: a) where a Contract Year is for a period of 12 months, means the estimated electricity consumption as set out in Item 15 of the Particulars of Contract for all Sites located in that Region and Contract Year; or b) where a Contract Year is for a period of less than 12 months or greater than 12 months, means as follows: (estimated electricity consumption as set out in Item 15 of the Particulars of Contract for all Sites located in that Region and Contract Year) x (number of Days in the Contract Year / 365)

Greenhouse Gas has the same meaning as in the *National Greenhouse and Energy Reporting Act 2007 (Cth)*.

Guaranteed Service Levels means the standard of service that must be provided by the Distributor in respect of the Use of System Services under the Law.

Insolvency Event means, in respect of a person:

- (a) an administrator, liquidator, receiver or similar person being appointed to the person or its assets;
- (b) the person:
 - (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
 - (ii) being taken by applicable law to be (or if a court would be entitled or required to presume that the person is) unable to pay its debts or otherwise insolvent; or
- (c) any similar event.

Interest Rate means an annual interest rate which is equal to on any day, 3% above the rate applied by the Reserve Bank of Australia to overdrafts to commercial customers as published in major Australian newspapers from time to time or, if this rate is not published, any other similar rate reasonably determined by Alinta Energy. The Interest Rate that is to be applied is the published rate at the time of calculating the interest charges payable.

Law means any relevant law, statute, regulation, proclamation, order in council, order, by-law, rule, code, guideline, standard, direction, notice, levy, licence, consent, permit, approval, binding decision or authority governing or affecting those involved in the generation, transmission, distribution, supply, sale, purchase or consumption of electricity or otherwise relating to the management of Greenhouse Gas emissions or concentrations.

LGC means a large-scale generation certificate under the RE Act.

LGC Charge in respect of a Site and a Billing Period means any applicable charge in respect of that Site for LGCs calculated in accordance with Item 13 of the Particulars of Contract and schedule 2 for that Billing Period.

Loss Factor in respect of a Site means either or both of the Distribution Loss Factor and the Transmission Loss Factor for that Site.

Market Charge in respect of a Site and a Billing Period means a charge equal to the Customer's proportion on a cost pass through basis of the fees and charges payable by Alinta Energy to AEMO or any other relevant regulatory authority associated with the sale of electricity to the Customer at that Site and in respect of that Billing Period, including any participants' fee, ancillary services charge and any other charge associated with the operation of the NEM, apportioned by Alinta Energy where necessary on a fair and reasonable basis based on the Customer's electricity consumption.

Maximum Load in respect of a Region and a Contract Year means:

(the Forecast Load for that Region and Contract Year)
+ (the Authorised Surplus Load Variation x that Forecast Load).

Meter means a meter that complies with the Rules.

Metering Charge in respect of a Site and a Billing Period means:

- (a) the amount set out in Item 12 of the Particulars of Contract in respect of that Site and that Billing Period. In addition to this amount, Alinta Energy is entitled to pass through any additional charges in connection with the meter, including but not limited to meter testing or meter replacement; or
- (b) if the Metering Charge is described as being "not applicable" in Item 12 of the Particulars of Contract, a charge equal to any metering costs incurred for metering services (including metering provision services and metering data provision services) by Alinta Energy in relation to that Site and in respect of that Billing Period.

Metering Provider has the meaning given in the Rules.

Minimum Load in respect of a Region and a Contract Year means:

(the Forecast Load for that Region and Contract Year)
– (the Authorised Shortfall Load Variation \times that Forecast Load).

National Electricity Law means the National Electricity Law set out in the schedule to the *National Electricity (South Australia) Act 1996* (SA).

NEM means the national electricity market.

Network Charge in respect of a Site and a Billing Period means the amount payable to any Distributor in relation to the connection, transportation, delivery or physical supply of electricity and related services to or for that Site and in respect of that Billing Period (whether payable by the Customer to the Distributor under a contract between the Customer and the Distributor or by Alinta Energy to the Distributor under a Use of System Agreement).

NMI has the meaning given to that term in the Rules.

Particulars of Contract means the document titled “Electricity Retail Sale Agreement – Particulars of Contract” executed by the Customer and Alinta Energy and which forms part of the Agreement.

RE Act means the *Renewable Energy (Electricity) Act 2000 (Cth)*.

REES Charge means the charges determined by Alinta Energy for REES for that Billing Period.

REES means the Retail Energy Efficiency Scheme under Part 4 of the Electricity (General) Regulations 2012 and Part 4 of the Gas Regulations 2012.

Region means a region as determined under the Rules.

Regional Reference Node for a Region means the regional reference node for that Region as determined under the Rules.

Related Body Corporate means:

- (a) any related body corporate as defined in the Corporations Act; or
- (b) in relation to Alinta Energy, any body corporate controlling or controlled by Alinta Energy.

For the purposes of paragraph (b), a body corporate is taken to control another if at the relevant time it owns either directly or indirectly not less than 50% of the shares entitled to vote at general meetings of that other body corporate.

Retail Service Charge means the charge calculated for each Billing Period in accordance with the formula set out in Item 17 of the Particulars of Contract.

Retailer of Last Resort has the meaning given to that term in the Rules.

Rules means the National Electricity Rules under the National Electricity Law.

Site means any one or more of the sites set out in Item 14 of the Particulars of Contract.

Small Business Customer means a customer who consumes electricity for business (as opposed to domestic, personal or household) purposes and whose annual electricity consumption does not exceed the upper consumption thresholds prescribed by the Laws of the jurisdiction in which the Sites are located.

STC means a small-scale technology certificate under the RE Act.

STC Charge in respect of a Site and a Billing Period means any applicable charge in respect of that Site for STCs calculated in accordance with Item 13 of the Particulars of Contract and schedule 2 for that Billing Period.

Target Commencement Date means the date specified as such in Item 6 of the Particulars of Contract.

Target End Date means the date specified as such in Item 7 of the Particulars of Contract.

Term means the period specified in clause 2.2.

Transmission Loss Factor in respect of a Site means the transmission loss factor for that Site issued or determined by AEMO or another relevant regulatory authority from time to time.

Use of System Services means the transportation and delivery of electricity through the distribution system and any other services which the Distributor provides to Alinta Energy pursuant to a Use of System Agreement.

Use of System Agreement means an agreement between Alinta Energy and the Distributor under which services are provided by the Distributor to Alinta Energy in respect of a Site, whether that agreement is described as a “use of system agreement”, “coordination agreement” or otherwise.

VEEC means a Victorian energy efficiency certificate under the VEEC Act.

VEEC Act means the *Victorian Energy Efficiency Target Act 2007* (Vic).

VEEC Charge in respect of a Site and a Billing Period means any applicable charge in respect of that Site for VEECs calculated in accordance with Item 13 of the Particulars of Contract and schedule 2 for that Billing Period.

1.1 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. 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, re-enacted or replaced, 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) The word "agreement" includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (e) A reference to "dollars" or \$ or cents is to an amount in Australian currency.

1.2 Business Days

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.

1.3 Agreement

- (a) The Agreement is comprised of:
 - (i) the Particulars of Contract as amended from time to time; and
 - (ii) this document, including any schedules and annexures, as amended from time to time.
- (b) The Particulars of Contract and this document are:
 - (i) to the extent possible, to be read together; and
 - (ii) referred to in this document as the "Agreement".
- (c) If there is any inconsistency between the Particulars of Contract and this document, then the Particulars of Contract prevail to the extent of the inconsistency.

2 Term

2.1 Commencement of this Agreement

This Agreement becomes effective when the Particulars of Contract are executed by the last party.

2.2 Term

The term of this Agreement commences at 00:00 hours on the first Commencement Date for a Site and, unless terminated earlier, expires at 2400 hours on the Target End Date.

2.3 Financial responsibility for Connection Points

- (a) The parties must use best endeavours to ensure Alinta Energy becomes the Financially Responsible Market Participant for the Customer's Connection Points for each Site.
- (b) The Customer explicitly consents to Alinta Energy becoming the Financially Responsible Market Participant for all Connection Points for each Site.

3 Commencement of sale of electricity

Alinta Energy's obligation to sell electricity to the Customer under this Agreement at a Site commences when:

- (a) the Site has a Meter;
- (b) Alinta Energy has become the Financially Responsible Market Participant for all Connection Points for the Site;
- (c) having regard to any security the Customer has provided to Alinta Energy in response to a request under clause 12.1(a)(i), Alinta Energy is satisfied with the Customer's creditworthiness;

- (d) there is a Connection Contract or a Use of System Agreement in place for the Site; and
- (e) any conditions precedent as set out in Item 9 of the Particulars of Contract have been satisfied or waived.

4 At the End Date

- (a) Subject to clause 4(b), Alinta Energy is not obliged to sell electricity to the Customer under this Agreement at a Site after the End Date for that Site and the Customer is not obliged to purchase electricity from Alinta Energy after the End Date for that Site.
- (b) If Alinta Energy remains the Financially Responsible Market Participant for the Connection Points for a Site after the End Date for that Site then Alinta Energy must continue to sell to the Customer, and the Customer must continue to purchase from Alinta Energy, electricity at that Site on the terms of this Agreement, except that:
 - (i) the Energy Price is to be 20 cents /kWh(Peak) and 10 cents /kWh (Off Peak) for the relevant reference node for that Site and that trading interval;
 - (ii) Environmental Product Charges are to be determined under clause 3 of schedule 2; and
 - (iii) all invoices for charges incurred after the End Date must be paid within 7 days of the date of issue.
- (c) Provided that all of the payment obligations have been met by the Customer, if the Customer enters into an electricity sale agreement for a Site with a different retailer for the period after the End Date for that Site, the parties must use best endeavours to ensure that different retailer becomes the Financially Responsible Market Participant for the Customer's Connection Points for that Site immediately after the End Date for that Site.

5 Sale and purchase of electricity

5.1 Sale and Purchase

- (a) Alinta Energy agrees to sell electricity to the Customer at each of the Sites and the Customer agrees to purchase electricity from Alinta Energy at each of the Sites on the terms set out in this Agreement.
- (b) The Customer must not buy electricity used at a Site from anyone else during the Term.

- (c) The Customer must provide to Alinta Energy all information it reasonably requests to allow Alinta Energy to meet its obligations under any Law or Use of System Agreement.

5.2 Breach of obligations

If the Customer is notified by the Distributor or by Alinta Energy of a breach of its obligations under its Connection Contract with the Distributor or under any Law or that its actions or omissions may cause Alinta Energy to breach its obligations under a Use of System Agreement relating to one or more of the following matters:

- (a) electric line clearance;
- (b) keeping structures and vehicles clear of electric lines;
- (c) prohibition against unlicensed persons performing work on electrical installations;
- (d) restrictions on changes to the Customer's maximum demand;
- (e) restrictions on exceeding maximum allocated capacity;
- (f) access rights for Meter reading and repair, maintenance and installation;
- (g) the Distributor's disconnection, interruption and reconnection rights; and
- (h) any matter that may threaten the health or safety of any person, damage to property or the integrity or safety of the distribution system,

then the Customer must remedy the relevant matter and notify Alinta Energy as soon as practicable after the matter has been remedied.

5.3 Change in use

The Customer must notify Alinta Energy as soon as practicable of a change in the use of the Customer's premises at any Site that may result in the Customer being assigned a different network tariff by the Distributor under its Connection Contract. Any change of network tariff shall be reflected in the Network Charges.

6 Charges

The Customer must pay to Alinta Energy in accordance with clause 10 the following Charges:

- (a) the Energy Charge;
- (b) the Metering Charge;
- (c) the Market Charge;
- (d) the Retail Service Charge;
- (e) the Network Charge, unless the Customer pays the Network Charge directly to the Distributor; and
- (f) each applicable Environmental Product Charge.

The Customer acknowledges that it is liable for any Network Charge payable by Alinta Energy to the Distributor in respect of a Site, regardless of whether a service was provided in connection with any such Network Charge, except where the Distributor's failure of performance is wholly or substantially due to the conduct of Alinta Energy.

If GreenPower is requested by the Customer as set out in the Particulars of Contract, the Customer must pay the GreenPower Charges in addition to the other Charges payable under this Agreement.

7 Change in Law

If a Change in Law occurs after the date of this Agreement, Alinta Energy may charge the Customer and, the Customer must pay, any additional charge that Alinta Energy reasonably determines is necessary to compensate Alinta Energy for the relevant increase in Alinta Energy's costs arising from the Change in Law.

8 Carbon Schemes

If one or more Carbon Schemes is introduced, amended, supplemented, changed or replaced, or if the application or the official interpretation of a Carbon Scheme is amended or changed (any one of which is a Change) which, directly or indirectly, results in an increase in Alinta Energy's costs or liabilities or in Alinta incurring any fines, penalties, charges, or expenses in connection with producing, purchasing, conveying, supplying or selling electricity to the Customer under this Agreement, then Alinta Energy may give one or more notices to the Customer specifying:

- (a) that each of the Energy Price will be increased as and from the date of the Change, or at such intervals as Alinta Energy considers reasonably necessary to allow the calculation and apportionment of such costs, liabilities, fines, penalties, charges or expenses;

- (b) the revised Energy Price arising from the increases in costs or liabilities or the incurring of fines, penalties, charges or expenses to Alinta Energy; and

- (c) the proportion of the effect of the Change which Alinta Energy determines in good faith is fairly attributable or should be allocated to the Customer, taking into account the amount of electricity supplied to the Customer.

9 Metering

9.1 Installation of Meter

If a Meter is not already installed for each Connection Point for a Site, the Customer must arrange for a Meter to be installed at the Customer's cost as soon as possible. Alternatively, Alinta Energy may arrange for a Meter to be installed on the Customer's behalf at the Customer's cost.

9.2 Customer's obligations

- (a) The Customer must not damage, modify or interfere with any Meter.
- (b) The Customer must comply with any reasonable direction given by any relevant Metering Provider. The Customer must, to the extent it is reasonably able to do so, allow Alinta Energy, the Metering Provider and all other relevant persons to safely access the Sites for the purposes of installing, reading, testing, repairing, maintaining or removing Meters.
- (c) Alinta Energy must ensure that any employee, agent or contractor of Alinta Energy who enters a Site complies with the Customer's reasonable health and safety directions.
- (d) The Customer is liable for any additional costs associated with meter, including CT testing or replacement of a meter.

9.3 Measuring energy

Subject to clause 9.4, the quantity of electricity sold to the Customer under this Agreement must be determined by Alinta Energy from readings of the Meter installed at each Connection Point for each Site.

9.4 Estimations where no readings

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

10 Invoicing and payment

10.1 Accounts

- (a) Alinta Energy must send the Customer an invoice as soon as practicable after the last day of each Billing Period for all Charges payable by the Customer under this Agreement in respect of that Billing Period. The invoice may also include:
 - (i) unbilled Charges incurred in respect of a previous Billing Period;
 - (ii) adjustments in relation to any Charges which were invoiced or should have been invoiced in respect of a previous Billing Period; and
 - (iii) estimated amounts for some Charges, where relevant including in circumstances described in clause 9.4.
- (b) Alinta Energy may also send the Customer adjusted invoices or further invoices from time to time:
 - (i) in respect of any changes to or reconciliation of the Charges payable by the Customer; or
 - (ii) to correct any inaccuracies in previous invoices.

10.2 Invoicing Method

Alinta Energy must give the Customer invoices. Invoices will be sent to the email address provided in Item 5 of the Particulars of Contract. The Customer must notify Alinta Energy of any changes to the nominated email address for billing.

10.3 Payment

- (a) Subject to clause 10.4 the Customer must pay each invoice in full, without deduction or set-off, within 14 days of the date of issue of the invoice.
- (b) The Customer must pay invoices by direct deposit to Alinta Energy's bank account, unless another method of payment is agreed by Alinta Energy.
- (c) If the Customer does not pay an invoice in full (or any lesser amount permitted by clause 10.4(a)) by the due date for payment, then, in addition to any other right it may have under this Agreement, Alinta Energy may require the Customer to pay interest at the Interest Rate on the unpaid amount from the date payment was required under paragraph (a) until the date of payment.

- (d) In the event that the Customer fails to pay two or more invoices in full by the due date for payment in accordance with clause 10.3(a), Alinta Energy may, in its absolute discretion, vary the Customer's payment terms, including amending it to 7 days. Alinta Energy will provide written notice to the Customer of any change to the payment terms under clause which will take effect on the Customer's next invoice, unless otherwise specified by Alinta Energy in the notice.

10.4 Invoice disputes

- (a) If, after receiving an invoice from Alinta Energy, the Customer, in good faith, disputes all or part of the amount charged in respect of a Site in that invoice, the Customer must:
 - (i) provide Alinta Energy with a Dispute Notice including the amount in dispute before the due date for payment of the invoice; and
 - (ii) if the dispute is not resolved before the due date for payment of the invoice, pay to Alinta Energy by the due date for payment the undisputed amount of the invoice in respect of that Site.
- (b) Where the disputed amount is:
 - (i) subsequently agreed by the parties to be due and payable by the Customer under this Agreement; or
 - (ii) determined to be due and payable by the Customer under this Agreement in accordance with the procedures set out in clause 16, then the amount of the disputed invoice not paid must be paid to Alinta Energy within 14 days after the relevant agreement or determination together with interest (if requested by Alinta Energy) at the Interest Rate on that amount calculated from the time the amount not paid should have been paid had there been no dispute until the date of payment.
- (c) If Alinta Energy has overcharged the Customer, Alinta Energy must credit the overcharged amount to the Customer's account and will be applied to the Customer's next invoices, or if no further invoices will be issued, pay the Customer the overcharged amount as soon as reasonably practicable after Alinta Energy determines the amount that has been overcharged.
- (d) Alinta Energy may review the Customer's invoice at any time and may send an adjusted invoice in respect of reconciliation of any of the Charges payable by the Customer under this Agreement or to correct any inaccuracies in previous invoices.

10.5 Payment by Alinta Energy

The Customer acknowledges that Alinta Energy may, at the Distributor's discretion, pay to the Customer or credit to the Customer any amount that the Distributor is required to pay to the Customer for a failure by the Distributor to satisfy a Guaranteed Service Level.

10.6 Guaranteed Service Level refund

If the Customer receives directly from the Distributor a Guaranteed Service Level payment that has already been paid to the Customer by Alinta Energy, then the Customer shall indemnify Alinta Energy in respect of that payment.

11 GST

11.1 GST exclusive amounts

Unless expressly stated otherwise, all amounts payable under this Agreement are exclusive of GST.

11.2 Payment of GST

- (a) 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.
- (b) The recipient of any taxable supply 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 amount referable to GST unless the recipient has received a tax invoice (or an adjustment note) for that taxable supply.
- (c) Where a supplier incurs a cost or expense for which it may be reimbursed, indemnified against, claimed against or set-off against another party under this agreement, the amount to be paid or credited is the cost or expense (reduced by the input tax credit that the supplier is entitled to claim in respect of that cost or expense) plus the amount in respect of GST payable by the recipient in respect of the reimbursement, etc., under this clause 11.2.
- (d) If, at any time, an adjustment event arises in respect of any supply made by a party under this agreement, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to this clause 11.2. Payments to give effect to the adjustment must be made between the parties and the supplier must issue a valid adjustment note in relation to the adjustment event.

- (e) All GST must be paid at the same time and in the same manner as the payment to which it relates is payable and whether or not that payment is payable directly to Alinta Energy.

11.3 Definitions

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

12 SECURITY

12.1 Request for security

- (a) Alinta Energy may by notice in writing request the Customer to provide Alinta Energy with an unconditional bank guarantee or other form of security to secure the due and punctual performance of the Customer's obligations under this Agreement
 - (i) at any time prior to the commencement of the Term; and
 - (ii) at any time on or after the commencement of the Term but only if:
 - (A) Alinta Energy considers, acting reasonably, that there has been a material change in the Customer's creditworthiness since the date of this Agreement; or
 - (B) the Customer fails to pay in full (or any lesser amount permitted by clause 10.4(a)) any two invoices by the due date for payment within any 12 month period.
- (b) Alinta Energy cannot request security under clause 12.1(a)(ii) for an amount that exceeds the total of the estimated amount (at the time of the request) of the next three invoices to be issued under this Agreement.
- (c) Any security provided must be in a form and on terms and conditions acceptable to Alinta Energy. No interest will be payable by Alinta Energy to the Customer on any cash security it holds.

12.2 Provision of security

If Alinta Energy gives a notice under clause 12.1, the Customer must provide the security for the amount requested by Alinta Energy within 10 Business Days of Alinta Energy's request.

12.3 Right to draw on security

Alinta Energy may draw on the security in satisfaction of any amount owing by the Customer to Alinta Energy under this Agreement, without notice to the Customer.

12.4 Maintenance of security

- (a) The Customer must ensure that the security is continuously maintained in full force and effect until the later of the dates referred to in clause 12.5.
- (b) If Alinta Energy draws on the security, the Customer must increase the undrawn amount of that security or provide further security to restore the security to the amount required by Alinta under clause 12.1, within 5 Business Days of receiving written notice that effect.

12.5 Return of security

- (a) Alinta Energy will, on request by the Customer, return any security to the Customer within a reasonable period following termination of this Agreement, but only if another retailer has become financially responsible for all Connection Points and the Customer has paid Alinta Energy all amounts owing under this Agreement.
- (b) Alinta Energy will not be required to return any security on a transfer or assignment by the Customer of this Agreement, unless and until the relevant transferee or assignee has provided Alinta Energy with an acceptable replacement security.

13 Risk and liability

13.1 Physical connection

- (a) the Customer acknowledges that:
 - (i) Alinta Energy is not responsible for physically connecting, disconnecting or reconnecting any Site to the network or the transportation, delivery or physical supply of electricity from the network to any Site;
 - (ii) the Distributor is responsible for the physical connection, disconnection, reconnection and supply of electricity to a Site and the Customer's relationship with the Distributor is governed by the relevant Connection Contract and any Law; and
 - (iii) the Distributor may:
 - (A) refuse to effect the physical connection and supply of electricity to a Site in circumstances where a Law requires or permits the Distributor to do so, or

where such refusal is due to an event or circumstance outside of the Distributor's reasonable control; and

- (B) disconnect a Site or interrupt supply to a Site in accordance with any Law.

- (b) The Customer must notify Alinta Energy promptly if it enters into any contract directly with a Distributor in respect of any Site or if it requests the disconnection of a Site.

13.2 No warranties

As Alinta Energy is not responsible for physically connecting or transporting, delivering or physically supplying electricity to any Site:

- (a) Alinta Energy does not undertake to provide or maintain any particular voltage, frequency or standard of supply; and
- (b) unless and except to the extent required by Law, Alinta Energy gives no guarantee, condition, warranty or undertaking and makes no representation to the Customer about the condition or suitability of electricity, its quality, fitness or safety.

13.3 Limitation of liability

- (a) Despite the above provisions, to the extent that a supply obligation might be taken to be a part of this Agreement and there are any guarantees conditions, warranties or rights implied or otherwise arising under any Law in relation to that supply, any liability Alinta Energy has to the Customer under such Law that cannot be excluded but can be limited is (at Alinta Energy's option) limited to:
 - (i) the replacement of the relevant goods or the supplying of the relevant services again or the supply of equivalent goods or the supplying of the services again; or
 - (ii) the payment of the cost of replacing the relevant goods or acquiring equivalent goods or services or the payment of the cost of having the relevant services supplied again.
- (b) So far as the Law allows, Alinta Energy is not liable for any Excluded Damage the Customer suffers (whether due to negligence or otherwise), arising out of or in relation to the sale of electricity by Alinta Energy to the Customer under this Agreement or the supply of electricity to any of the Connection Points at the Sites. In particular, Alinta Energy is not liable for any loss, damage or expense the Customer may suffer by reason of:

- (i) a consequence of the supply of electricity, a failure to supply electricity or a defect in the electricity supplied (for example, voltage, frequency, continuity or interruptions and fluctuations in the flow of electricity supply) (however caused) which renders it unsuitable for some purpose for the Customer;
 - (ii) a failure or delay in respect of the connection, disconnection or reconnection of the supply of electricity;
 - (iii) any act or omission of the Metering Provider, Distributor or any other third party; or
 - (iv) the control or use of electricity at the Sites.
- (c) This clause 13.3 applies in addition to, and does not vary or exclude, the operation of section 120 of the National Electricity Law.

13.4 Indemnities

The Customer indemnifies Alinta Energy against and must pay Alinta Energy on demand all liabilities, loss of profits, costs, expenses and all other loss and damage incurred or suffered by Alinta Energy arising in connection with:

- (a) the disconnection of a Site; and
- (b) any Use of System Agreement,

where any such liabilities, loss of profits, costs, expenses and other losses and damage are incurred as a result of the Customer's fraud or use of electricity otherwise than in accordance with any Law.

14 Termination

14.1 Customer's nomination of end date for a site (Roll out or termination)

- (a) If the Customer no longer requires a supply of electricity at a Site, the Customer may on provision of at least 60 days' notice to Alinta Energy nominate an early End Date for that Site. The early End Date for that Site is to be the first date on which Alinta Energy is no longer the Financially Responsible Market Participant for the Customer's Connection Points for that Site and is no longer liable to a Distributor in respect of that Site; or the first date on which Alinta Energy sells electricity to another person at that Site.
- (b) The nomination of an early End Date for a Site will not result in or entitle the Customer to any change to the agreed Minimum Load or load variation thresholds.

14.2 Alinta Energy's nomination of End Date for a Site

- (a) If a Site(s) is disconnected in accordance with clause 15, a Connection Contract or any Law, then the date of disconnection will be considered the End Date for that Site(s).
- (b) If a Site is or becomes embedded in a network, Alinta Energy may by notice given to the Customer nominate the date of that notice as an early End Date for that Site.
- (c) If Alinta Energy is no longer entitled to sell electricity at one or more Sites (but not all Sites) due to an event that triggers the retailer of last resort scheme of any State or Territory. Alinta Energy may by notice given to the Customer nominate the date of that notice as an early End Date for that Site provided that Alinta also promptly provides the Customer's name, billing address, NMI and NMI checksum in respect of such Site or Sites (as applicable) to an applicable Retailer of Last Resort.

14.3 Rights to terminate this Agreement

- (a) Either party may terminate this Agreement by notice in writing if:
 - (i) an Insolvency Event occurs in relation to the other party;
 - (ii) the other party breaches an obligation under this Agreement (excluding the Customer's obligation to pay invoices by the due date) and the breach is not remediable or, if remediable, has not been remedied within 10 Business Days of receiving a notice in writing to remedy the breach;

Sub-paragraph (ii) does not apply in respect of any breach of this Agreement by Alinta Energy which is due to any matter that is solely or substantially within the control of the Distributor or Metering Provider.

- (b) Alinta Energy may terminate this Agreement by notice in writing effective from the date of such notice if:
 - (i) the Customer fails to pay an amount due under this Agreement by the date that is 5 Business Days after the due date; or
 - (ii) any Use of System Agreement applicable to each Site is terminated, other than where the termination is solely due to a breach by Alinta Energy of its obligations under that Use of System Agreement; or
 - (iii) the Customer becomes a Small Business Customer.

14.4 Termination for last resort event

This Agreement terminates, without penalty to the Customer, in relation to a specific Region if Alinta Energy is no longer entitled to sell electricity at all Sites in a Region due to an event that triggers the retailer of last resort schemes in each State and Territory in which the Sites are located. If this occurs, Alinta Energy must within one day provide to the applicable Retailer of Last Resort the Customer's name, billing address, NMI and NMI checksum in respect of each Site.

14.5 Alinta Energy's rights at the End Date and on termination

Upon the End Date for a Site or upon termination of this Agreement, Alinta Energy may do any one or more of the following:

- (a) if the End Date for that Site arises under clauses 14.1, 14.2(b), vary the Charges under this Agreement, if the Customer wishes and Alinta Energy agrees to have this Agreement apply to another site;
- (b) cause the supply of electricity to the Site to be disconnected immediately without further notice to the Customer;
- (c) recover from the Customer any outstanding amounts the Customer owes Alinta Energy in respect of the Site.

14.6 Indemnity

If:

- (a) an early End Date for a Site applies under clause 14.1;
- (b) Alinta Energy nominates an early End Date for a Site under clause 14.2(a) or 14.2(b); or
- (c) this Agreement is terminated by Alinta Energy under clause 14.3 or otherwise for the Customer's breach of this Agreement,

then the Customer must pay Alinta Energy on demand all liabilities, loss of profits, costs, expenses and all other loss and damage incurred or suffered by Alinta Energy, including, without limitation, any loss or cost incurred or suffered by Alinta Energy as a result of it terminating, liquidating or reversing any hedge or trading position, where such liability, cost, expense, loss or damage arises by reason of Alinta Energy not selling electricity to the Customer through to the Target End Date.

15 Disconnection

- (a) Subject to clause 15(b), if the Customer does not pay Alinta Energy any amount when due or provide any security as required under clause 12, Alinta Energy may cause the supply of electricity to all of the Sites to be disconnected until the Customer has paid that amount (including any interest for late payment) or provided the security, as applicable.
- (b) Alinta Energy must not exercise its right under clause 15(a) unless Alinta Energy has given the Customer a written notice requiring the amount to be paid or the security to be provided, as applicable, and the Customer has failed to comply with the notice within five Business Days of the date of the notice.
- (c) If disconnection occurs as a result of:
 - (i) the Customer nominating an early End Date for a Site under clause 14.1;
 - (ii) termination of this Agreement pursuant to clause 14.3; or
 - (iii) clause 15(a),then the Customer must pay any costs associated with the disconnection and, if relevant, any subsequent reconnection.
- (d) Alinta Energy's rights under this clause 15 do not limit its other rights under this Agreement.

16 Dispute resolution

- (a) Subject to clause 16(e), if a dispute arises in connection with this Agreement, either party may at any time give written notice (**Dispute Notice**) to the other setting out brief particulars of the matter and requesting that a meeting take place to seek to resolve the dispute.
- (b) Representatives from each party, who have sufficient seniority and legal authority to settle a matter requiring resolution, must meet within ten Business Days of the Dispute Notice and endeavour in good faith to resolve the dispute.
- (c) If the dispute is not resolved within fifteen Business Days of the Dispute Notice, either party may pursue its rights at law.
- (d) During a dispute, the parties must, so far as it is reasonably practicable, continue to perform and comply with their respective obligations under this Agreement to the extent that such obligations are not the subject of that dispute.
- (e) Clauses 16(a) and 16(b) do not restrict or limit the right of either party to commence proceedings of an interlocutory nature.

17 Notices

- (a) Unless otherwise specified, notices under this Agreement must be in writing and may be delivered by hand, or sent by mail or email to the addresses as set out in Items 3 and 4 of the Particulars of Contract, or any other addresses notified in writing to the other party from time to time.
- (b) Notices shall be deemed to be given:
 - (i) if hand delivered, on the day of delivery and with written acknowledgment of receipt by the person listed in items 3 or 4 [as applicable] of the Particulars of Contract;
 - (ii) if sent by mail, on the third Business Day after mailing;
 - (iii) if sent by email, at the time it was sent to the recipient's e-mail address unless the sender knows or reasonably ought to suspect that the email and attached communication were not delivered to the recipient's email address provided for the purpose of Notices.
- (c) The Customer must notify Alinta Energy in writing if there are any changes to the Customer's details as set out in items 2, 4 or 5 of the Particulars of Contract.

18 Confidentiality

- (a) Details of this Agreement and all financial, commercial and other sensitive information given by or on behalf of one party to the other pursuant to this Agreement (**Confidential Information**) are strictly confidential and the receiving party must not disclose or permit the disclosure of any of the Confidential Information to any person except:
 - (i) with the consent of the party providing the information;
 - (ii) to the party's employees, insurers, bankers or a Related Body Corporate to the extent that that disclosure is necessary for the administration of this Agreement;
 - (iii) to a legal or other professional adviser of the party who requires the information for the purpose of advising the party in relation to this Agreement;
 - (iv) to any of the following:
 - (A) any actual or prospective bona fide purchaser of an interest in the disclosing party or a Related Body Corporate of the disclosing party;

- (B) any actual or prospective bona fide purchaser of all or part of the assets of the disclosing party;
- (C) any person proposing to enter into a bona fide transaction relating to the disclosing party or a Related Body Corporate of the disclosing party where such disclosure is reasonably necessary for the purposes of that transaction;
- (D) any actual or prospective bona fide provider of debt or equity (whether in response to a private or public offering) to the disclosing party, a Related Body Corporate of the disclosing party or any entity referred to in clauses 18(a)(iv)(A), (B) or (C);
- (E) any person or competent authority having jurisdiction over the party where the disclosure is required to consummate any transaction contemplated in clauses 18(a)(iv)(A), (B), (C) or (D);
- (v) if required by law, or any competent authority having jurisdiction over a party to this Agreement, or in connection with legal proceedings relating to this Agreement; or
- (vi) if the information is generally and publicly available other than as a result of breach of confidentiality by the person receiving the information.

- (b) Despite clause 18(a), the Customer authorises Alinta Energy to use and disclose information and data Alinta Energy has from time to time where disclosure is:
 - (i) required to verify the creditworthiness of the Customer or for the purposes of recovering any amounts owed by the Customer under this Agreement; or
 - (ii) required for Alinta Energy to carry out its obligations or exercise its rights under this Agreement or in communications with AEMO or a Distributor.
- (c) The provisions of this clause 18 continue to bind a party, notwithstanding that it may have ceased to be a party to this Agreement, and continue to apply for a period of two years after the termination of this Agreement.

19 Waiver

19.1 Notice required

No right under this Agreement shall be deemed to be waived except by notice in writing signed by the party who is waiving the right.

19.2 No prejudice

A waiver signed by any party pursuant to clause 19.1 does not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

19.3 Failure

Subject to clause 19.1, any failure by any party to enforce any clause in this Agreement or any reasonable forbearance, delay or indulgence granted by a party to the other party is not to be construed as a waiver of the first party's rights under this Agreement.

20 Entire agreement

This Agreement and any subsequent variations in writing constitute the entire agreement between the parties. Any prior discussions, arrangements, agreements, representations or undertakings except as expressly incorporated in this Agreement are superseded and cease to apply on the date this Agreement is signed.

21 Variation

The provisions of this Agreement may not be varied, except by agreement in writing signed by Alinta Energy and the Customer.

22 Severability

If any part of this Agreement is prohibited, void, voidable, illegal or unenforceable under the laws of any jurisdiction, then that part is severed from this Agreement for the purpose of that jurisdiction only but without affecting the continued operation of the rest of the Agreement in that jurisdiction or the operation of that part of this Agreement in any other jurisdiction.

23 Assignment

Alinta Energy may assign, transfer or novate this Agreement by notice to the Customer except that notice is not required where the assignment is by way of security to Alinta Energy's financiers. The Customer may assign, transfer or novate this Agreement with Alinta Energy's prior written consent (such consent not to be unreasonably withheld or delayed).

24 Governing law

This Agreement shall be governed and construed in accordance with the laws of the State or Territory of the Customer's registered address set out in item 2 of the Particulars of Contract. The parties submit to the non-exclusive jurisdiction of the courts of the Region and any courts in which may hear appeals from those courts in respect of those proceedings in connection with this Agreement.

25 Counterparts

This Agreement may be executed in any number of counterparts. All of those counterparts taken together are deemed to constitute one and the same instrument.

26 Survival

Clauses 4, 6, 10, 11, 12, 13, 14.6, 16, 17, 18, 24, schedule 1 and schedule 2, and any other clauses to the extent they are necessary for the interpretation or effectiveness of these clauses, survive termination or expiry of this Agreement.

27 Customer's representations and agreements

The Customer represents and agrees that:

- (a) it is not a Small Business Customer as defined under applicable Laws of the jurisdiction in which in the Sites are located; and
- (b) it is not eligible for any pensioner rebate or other community services benefit in respect of any Site.

Schedule 1

Variation in consumption

1 Variation in consumption

- (a) This Item 1 of schedule 1 applies if the parties have specified Forecast Loads in Item 15 of the Particulars of Contract.
- (b) The Customer acknowledges that Alinta Energy has calculated the Energy Charge on the basis of the Forecast Loads.
- (c) The Customer must notify Alinta Energy as soon as possible after it becomes aware that its aggregate actual electricity consumption for all Sites within a Region may be less than the relevant Minimum Load or greater than the relevant Maximum Load for that Region in any Contract Year.
- (d) If the Customer's aggregate actual electricity consumption for all Sites within a Region in any Contract Year is less than the relevant Minimum Load, then, in addition to paying the Energy Charge for that electricity consumption, Alinta Energy in its absolute discretion also may require the Customer to pay to Alinta Energy a Shortfall Charge.
- (e) If the Customer's aggregate actual electricity consumption for all Sites within a Region in any Contract Year is greater than the relevant Maximum Load, then, in addition to paying the Energy Charge for that electricity consumption, Alinta Energy in its absolute discretion also may require the Customer to pay to Alinta Energy a Surplus Charge.
- (f) Alinta Energy must, in accordance with clause 10 of this Agreement, render an invoice to the Customer in respect of any Shortfall Charge or any Surplus Charge payable by the Customer in respect of one or more Regions following the expiry of any Contract Year.
- (g) This Item 1 of schedule 1 survives the expiry or earlier termination of this Agreement.
- (h) The following definitions apply in this Item 1 of schedule 1:

Pool Rate in respect of a Site and a trading interval (as defined in the Rules) means the spot price (as defined under the Rules) for that trading interval at the Regional Reference Node for the Region in which that Site is located.

Shortfall Charge in respect of a Region and a Contract Year means an amount to compensate Alinta Energy for its loss of profits and additional costs suffered or incurred as a direct result of the Customer's aggregate actual electricity consumption for all Sites within that Region in any Contract Year being less than the Minimum Load for that Region in respect of that Contract Year calculated using the following formula:

$$SC = (TE - MinL) \times (VWP - VWE) \times LF \times 1000$$

provided that where the Shortfall Charge is a negative number, it shall be deemed to be zero (0).

Where:

SC is the Shortfall Charge for the Region in respect of that Contract Year (in \$);

TE is the aggregate actual electricity consumption for all Sites within the Region in that Contract Year (in GWh);

MinL is the Minimum Load for the Region in respect of that Contract Year (in GWh);

VWP is the Volume Weighted Average Pool Price for the Region for that Contract Year plus 10% (in \$/MWh);

VWE is the Volume Weighted Average Energy Price for the Region and that Contract Year (in \$/MWh); and

LF is the Volume Weighted Average Loss Factor for the Region and that Contract Year.

Surplus Charge in respect of a Region and a Contract Year means an amount to compensate Alinta Energy for its loss of profits and additional costs suffered or incurred as a direct result of the Customer's aggregate actual electricity consumption for all Sites within that Region in that Contract Year being more than the Maximum Load for that Region in respect of that Contract Year calculated using the following formula:

$$SC = (TE - MaxL) \times (VWP - VWE) \times LF \times 1000$$

provided that where the Surplus Charge is a negative number, it shall be deemed to be zero (0).

Where:

SC is the Surplus Charge for the Region in respect of that Contract Year (in \$);

TE is the aggregate actual electricity consumption for all Sites within the Region in that Contract Year (in GWh);

MaxL is the Maximum Load for the Region in respect of that Contract Year (in GWh);

VWP is the Volume Weighted Average Pool Price for the Region for that Contract Year plus 10% (in \$/MWh);

VWE is the Volume Weighted Average Energy Price for the Region and that Contract Year (in \$/MWh); and

LF is the Volume Weighted Average Loss Factor for the Region and that Contract Year.

Volume Weighted Average Pool Price in respect of a Region and a Contract Year means the amount (in \$/MWh) calculated in accordance with the following formula:

$$VWP = \frac{\sum_{j=1}^N P_j * E_j}{\sum_{j=1}^N E_j}$$

Where:

P_j is the Pool Rate (in \$/MWh) in the jth trading interval (as defined in the Rules) in that Contract Year;

E_j is the aggregate actual electricity consumption (in GWh) for all Sites within the Region in the jth corresponding half-hour period in that Contract Year; and

N is the total number of half-hour periods in that Contract Year.

Volume Weighted Average Energy Price in respect of a Region and a Contract Year means the amount (in \$/MWh) calculated in accordance with the following formula:

$$VWE = \frac{\sum_{j=1}^N C_j * E_j}{\sum_{j=1}^N E_j}$$

Where:

C is the total of:

- (1) the Energy Price (in \$/MWh) as set out in Item 10 of the Particulars of Contract for the Region applicable to the jth half-hour period in that Contract Year; and
- (2) any Clean Energy Charge calculated under clause 8 except for the purposes of this schedule 1, "Billing Period" in clause 8 means a trading interval (as defined in the Rules).

E is the aggregate actual electricity consumption (in GWh) for all Sites within the Region in the jth half-hour period in that Contract Year; and

N is the total number of half-hour periods in that Contract Year.

Volume Weighted Average Loss Factor in respect of a Region and a Contract Year and a Site (**Site**) means the amount calculated in accordance with the following formula:

$$VWLF = \frac{\sum_{i=1}^P \sum_{j=1}^N LF_{ij} * E_{ij}}{\sum_{j=1}^N E_j}$$

Where:

LF_{ij} is the Loss Factor for Site i in the jth half-hour period in that Contract Year;

E_{ij} is the aggregate actual electricity consumption (in GWh) for Site i in the jth half-hour period in that Contract Year;

E_j is the aggregate actual electricity consumption (in GWh) for all Sites within the Region in the jth half-hour period in that Contract Year;

N is the total number of half-hour periods in that Contract Year; and

P is the total number of Sites within the Region.

Schedule 2 Environmental product charges

1 Charges

1.1 Each Environmental Product Charge

Each Environmental Product Charge in respect of a Site and a Billing Period is calculated in accordance with the following formula:

$$EPC = AMC \times DLF \times TLF \times R$$

where:

AMC is the actual metered consumption of electricity at all Connection Points for that Site and that Billing Period;

DLF is the Distribution Loss Factor for that Site and that Billing Period or, if under the Law relating to that Environmental Product Charge there is no Distribution Loss Factor related adjustment to actual metered consumption in the determination of Alinta Energy's liability under that Law in respect of the Customer's consumption of electricity at that Site, 1;

EPC is the applicable Environmental Product Charge for that Site and that Billing Period, payable by the Customer in accordance with clause 10;

TLF is the Transmission Loss Factor for that Site and that Billing Period or, if under the Law relating to that Environmental Product Charge there is no Transmission Loss Factor related adjustment to actual metered consumption in the determination of Alinta Energy's liability under that Law in respect of the Customer's consumption of electricity at that Site, 1; and

R is the relevant rate in respect of that Environmental Product Charge, Site and Billing Period (in cents/kWh), calculated in accordance with clause 2 of this schedule 2.

1.2 REES Charge

- (a) Alinta Energy is retailer to whom the REES applies.
- (b) REES means the Retail Energy Efficiency Scheme under Part 4 of the Electricity (General) Regulations 2012 and Part 4 of the Gas Regulations 2012.
- (c) The REES Charge is determined by Alinta Energy and may be varied by Alinta Energy at any time to reflect any changes to the way the REES operates including a change to the energy efficiency targets under the REES, EET, the EEA, the PGEET or the apportionment of the targets including the EET, the EEA or the PGEET by the ESCOSA.

- (d) The REES Charge is payable by you to Alinta Energy if the Sites are located in South Australia and, irrespective of Forecast Load, your aggregate actual metered consumption of electricity deems you to be an affected customer under the Regulations (as at the publication, actual metered consumption being less than 1,000 MWh per annum).

EEA has the meaning given by the Regulations.

EET has the meaning given by the Regulations.

PGEET has the meaning given by the Regulations.

Regulations means Part 4 of the Electricity (General) Regulations 2012 and Part 4 of the Gas Regulations 2012.

2 Rates

- (a) Subject to clauses 2(b) and 2(c) of this schedule 2 and clause 7, the relevant rate in respect of an Environmental Product Charge, a Site and a Billing Period (in cents/kWh) is based on the indicative rate set out in Item 13 of the Particulars of Contract.
- (b) Unless otherwise specified in the Particulars of Contract and in accordance with clause 2(c) of this Schedule 2, Alinta Energy will charge the Customer the Environmental Product Charges in connection with the Customer's electricity consumption based on the indicative Environmental Product Charges set out in Item 13 of the Particulars of Contract. The rates provided are indicative rates based on reasonable assumptions made by Alinta Energy and are set out for information purposes only. The estimated rates are subject to change by Alinta Energy based on our liability under the ESC Act, RE Act and EEIS Act (as applicable) in connection with the Customer's consumption of electricity at the Sites.
- (c) If item 13 of the Particulars of Contract specifies that the Environmental Product Charges for a period are "firm" then, subject to clause (d) below, the relevant Environmental Product Charge for that period will be fixed.
- (d) If in respect of an Environmental Product Charge that is specified as "firm" under item 13 of the Particulars of Contract, a Site and a Billing Period:
- (i) an Adjustment Event occurs; and
 - (ii) the effect of the Adjustment Event is to increase Alinta Energy's direct or indirect costs in meeting its liability under the Law relating to that Environmental Product Charge in respect of the Customer's consumption of electricity at that Site in that Billing Period in relation to the Customer's consumption of electricity at the Sites,

then Alinta Energy may vary the relevant rate in respect of that Environmental Product Charge, Site and Billing Period to a rate (in cents/kWh) that Alinta Energy reasonably determines is necessary to compensate Alinta Energy for the increase in Alinta Energy's costs arising from or in connection with the Adjustment Event.

3 Obligations extend past end date

Without limiting clause 26, the obligations under this schedule 2 in respect of a Site continue after the End Date for that Site except that the relevant rate in respect of an Environmental Product Charge, that Site and any Billing Period commencing on or after the End Date for that Site is to be the maximum rate that would be payable by Alinta Energy under the Law relating to that Environmental Product Charge if Alinta Energy held, acquitted or surrendered no corresponding Environmental Product Certificates in respect of the Customer's consumption of electricity at that Site in that Billing Period.

4 Definitions

If item 13 of the Particulars of Contract specifies that the Environmental Product Charge is "firm", the following definitions apply in this schedule 2:

Adjustment Event means any of the following events:

- (a) the actual metered consumption of electricity at all Connection Points for the Sites for the Billing Period is greater than the Forecast Load for the Billing Period by more than 10% of that Forecast Load; and
- (b) the Environmental Product Requirement for the Billing Period is greater than the Estimated Requirement for that Billing Period.

Environmental Product Requirement in respect of:

- (a) ESCs means the energy savings scheme targets set under the ESC Act;
- (b) LGCs means the renewable power percentage set under the RE Act;
- (c) STCs means the small-scale technology percentage set under the RE Act; and
- (d) VEECs means the greenhouse gas reduction rate for electricity set under the VEEC Act.

Estimated Requirement in respect of an Environmental Product Charge and a Billing Period means the estimated requirement set out in Item 13 of the Particulars of Contract for that Environmental Product Charge and Billing Period.

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