

Multi-Site Terms and Conditions

(Agent)



About this Contract:

EnergyAustralia Pty Ltd agrees to sell energy to the Customer, and the Customer agrees to purchase energy from EnergyAustralia, for the Connection Points specified in the Business Energy Supply Agreement (BESA) and EnergyAustralia's Market Retail Contract (MRC). The BESA replaces any reference to 'Energy Plan Details' within the MRC.

These Multi-Site Terms and Conditions, the BESA and the MRC (together the **Contract**) govern the sale of energy by EnergyAustralia to the Customer at the Connection Points set out in the BESA. By entering into this agreement, the parties agree to comply with the Contract.

Some key terms to be aware of:

These Multi-Site Terms and Conditions contain a range of rights and obligations you have, and you should read them fully. Here are some of the key terms you should be aware of:

- **Clause 2:** Your Contract may be terminated as set out in this clause.
- **Clause 3:** We may vary your tariffs and charges as set out in the MRC. When this Contract starts, you must also advise us if any of your Connection Points that fall under this contract are subject to certain orders or exemptions.
- **Clause 7:** We may pass on to you our costs of complying with the Retailer Reliability Obligation in respect of your Connection Points that fall under this contract.
- **Clause 8:** if your Contract ends, and you have not entered into another contract with us or another energy retailer, you will enter a 'run-off period' where you continue to be responsible for paying us for energy consumed at the Connection Points specified in your BESA, in accordance with the prices in the BESA, however, you will no longer receive any benefits set out in your BESA.
- **Clause 11.6:** We may amend these Multi-Site Terms and Conditions by notice to you to reflect changes in laws or regulations, or make variations that are reasonably necessary to protect our legitimate business interest.

1. Contract Application

- 1.1 To the extent that the Customer is an Aggregated Customer, then the consumption of electricity or gas (as applicable) at all relevant Connection Points (including those that are added after this Contract is executed, but excluding those in Victoria) will be treated as aggregated for the purposes of the National Energy Retail Rules and the National Energy Retail Law;
- (a) because of clause 1.1 above, the Customer expressly acknowledges and agrees that it will not receive the additional regulatory protections that apply to Small Customers under the relevant provisions of the National Energy Retail Rules and the National Energy Retail Law (as applicable); and
 - (b) in respect of electricity, should the Customer require any meters to be installed, the Meter Installation Timeframes set out in the National Electricity Rules do not apply.

2. Contract Term and Termination

- 2.1 The Contract Term commences on the Contract Start Date and, subject to clause 8, expires on Contract End Date, whether any or all Connection Points listed in the BESA are to be supplied under the Contract on and from the Contract Start Date.
- 2.2 If the Customer is a Small Customer:
- (a) The Customer's termination rights under this Contract are as specified in clauses 4.5 and 4.6 of the MRC, as modified by this document;
 - (b) Subject to unsolicited consumer agreement rights in the Australian Consumer Law, the Customer may exercise its right to cancel this Contract prior to the expiry of the Cooling Off Period, as detailed in clause 4.4 of the MRC, only on a per Connection Point basis;
 - (c) EnergyAustralia may terminate the Contract in accordance with clauses 4.6 and 9.1 of the MRC if,

- prior to the Contract Start Date, the Customer does not satisfactorily pass a credit assessment; and
- (d) The Customer may be required to pay any Early Termination Fee specified in the BESA for termination by the Customer prior to the Contract End Date.

2.3 If the Customer is an Aggregated Customer:

- (a) The Contract may be terminated by:
 - (i) the Customer entering into an arrangement for another energy retailer to become Financially Responsible for a material number of the Connection Point(s) listed in the Contract;
 - (ii) notice from EnergyAustralia to the Customer if the Customer becomes insolvent, deregistered or breaches any material provision of this Contract and has not remedied that breach within any reasonable period notified by EnergyAustralia; or
 - (iii) notice from the Customer to EnergyAustralia if EnergyAustralia becomes insolvent, deregistered or breaches any material provision of this Contract and has not remedied that breach within any reasonable period notified by the Customer; and
- (b) Unless termination occurs in accordance with subclause (a)(iii), the Customer may be required to pay Early Termination Charges.

3. Tariffs and Charges

- 3.1 The Customer must pay the tariffs and charges for each Connection Point as specified in the BESA.
- 3.2 EnergyAustralia may vary the tariffs and charges specified in the BESA in accordance with clause 10.2 of the MRC.
- 3.3 On the Contract Start Date, the Agent or the Customer must advise EnergyAustralia if:
- (a) any Connection Points are listed in the Register of Scheduled Activity Premises maintained by the Essential Services Commission under the Victorian Energy Efficiency Target Regulations 2008 (Vic);
 - (b) any Connection Points are listed in the current Ministerial Order issued under the Electricity Supply Act 1995 (NSW), as gazetted from time to time; or
 - (c) the Customer holds an exemption certificate issued by the Clean Energy Regulator under section 22E(2) of the Renewable Energy (Electricity) Regulation 2001 (Cth); and
- 3.4 The Agent or the Customer must promptly notify EnergyAustralia if it or a Connection Point comes to have, or ceases to have, any such status during the Contract Term.

4. Billing and Payment

- 4.1 EnergyAustralia will prepare and forward bills to the Agent's nominated address set out in this Contract on a quarterly basis.
- 4.2 Each bill prepared by EnergyAustralia will include:
- (a) the period for which the bill applies;
 - (b) the charges payable for each Connection Point for the period;
 - (c) a statement that it is a Tax Invoice and the amount of GST payable;
 - (d) the due date for payment; and
 - (e) payment methods.
- 4.3 The Customer must pay EnergyAustralia the charges set out in an invoice by the due date for payment.
- 4.4 The Customer will only be considered to have made a payment once EnergyAustralia, or an agent authorised to accept payments on behalf of EnergyAustralia, receives the payment in cleared funds.
- 4.5 EnergyAustralia may provide consolidating billing to the Agent or Customer(s) prior to the Contract Start Date subject to the request being made in writing and subject to a valid email address or addresses being provided to the appropriate EnergyAustralia representative. Should the Agent change the

email address or addresses for receipt of bills, the Agent must immediately notify EnergyAustralia by providing a written notice.

4.6 If the Agent or Customer(s) requests consolidated billing after the Contract Start Date of this Contract, EnergyAustralia may charge a reasonable administration fee to provide it.

5. Additional Connection Points

5.1 The Agent may add a Customer and a Customer's Connection Point or Connection Points to this Contract (**Roll-in**) in accordance with this clause.

5.2 The Agent may, subject to subclause 5.3 Roll-in a Customer and a Customer's Connection Point or Connection Points on the Benefits and Rates specified in the BESA.

5.3 The Agent must provide at least 20 Business Days' prior written notice to EnergyAustralia of any Roll-in.

5.4 EnergyAustralia, at its discretion, may refuse to Roll-in a Connection Point(s) if;

- (a) the Agent notifies EnergyAustralia less than 30 days prior to the Contract End Date; or
- (b) the Agent is unable to provide written authority from the Customer in accordance with their Authority to Act, as stated within the BESA.
- (c) the additional Connection Point(s) results in a material change to the existing contracted volume.

5.5 The supply of energy to any Connection Points Rolled-in after the Contract Start Date will be deemed to have the same Contract End Date as specified in the BESA.

5.6 The Customer may be required to pay a reconnection or connection fee for any Connection Point(s) being Rolled-in to the Contract.

6. Removal of Connection Points

6.1 The Agent may, in accordance with this clause, request to remove a Connection Point where the Connection Point is sold or closed during the term of the Contract (**Roll-out**).

6.2 The Agent must provide at least 20 Business Days' prior written notice to EnergyAustralia of any Roll-out.

6.3 EnergyAustralia will charge the Customer the Rates specified in the BESA for each Connection Point(s) Rolled-out until the final meter read for the Connection Point(s).

6.4 The Customer may be required to pay a disconnection or final meter reading fee for any Connection Point(s) being Rolled-out from the Contract.

7. Reliability Instrument

7.1 If the AER makes a Reliability Instrument during the Term of this Contract or during any Run Off Period, then EnergyAustralia may charge the Customer for, and the Customer must pay, any costs EnergyAustralia incurs in connection with the RRO (including but not limited to the costs associated with procuring Qualifying Contracts) in respect of the Customer's Connection Points under this Contract.

8. Run-Off Period

8.1 Clauses 8.2 to 8.4 replace clause 6 of the MRC.

8.2 The Customer's Benefit or Benefits specified in the BESA for each Connection Point listed (and any Roll-ins) apply from the Supply Start Date for the Connection Point until the Contract End Date.

8.3 After the Contract End Date, and until the Customer enters into a new Contract or another retailer becomes Financially Responsible for the relevant Connection Points (**the Run-Off Period**), the Benefit or Benefits will no longer apply, and this Contract will continue at the prices specified in the BESA (as varied) without the application of any Benefit or Benefits.

8.4 EnergyAustralia will contact the Agent with reasonable notice prior to the Contract End Date to advise the Customer that the Contract End Date is approaching.

9. Privacy Act Notice

9.1 Clauses 9.2 to 9.5 replace the Privacy Act notice in the MRC.

9.2 EnergyAustralia collects personal information (**Information**) to assist in facilitating the sale and supply of energy under this Contract. EnergyAustralia may disclose the Information to its related bodies corporate, contractors and suppliers (such as information technology providers) for the purposes set out in its Privacy Policy and this clause.

9.3 If the Agent or the Customer does not provide the Information requested, EnergyAustralia may not be able to finalise this Contract.

If the Customer has any concerns or queries about the way any personal information provided is managed by EnergyAustralia, the Customer shall contact EnergyAustralia at:

**The Privacy Officer
EnergyAustralia
Locked Bag 14060
Melbourne City Mail Centre 8001**

9.4 EnergyAustralia's Privacy Policy is available at www.energyaustralia.com.au. EnergyAustralia's Privacy Policy contains information about how the Customer can gain access to or seek correction of personal information that held about the Customer. It also contains information about how a privacy complaint may be made and how EnergyAustralia will deal with it.

10. Dispute Resolution

10.1 In addition to the rights contained in clause 15 of the MRC in relation to complaints and dispute resolution, the parties agree that the following dispute resolution process will apply to disputes arising under the Contract.

10.2 A party claiming that a dispute has arisen must serve written notice of the dispute to the other party's representative. The written notice must specify that it is a notice given under this Contract and give full particulars of the nature and extent of the dispute.

10.3 If a dispute cannot be settled by negotiation within 20 Business Days after commencing negotiation, then either party shall give written notice to the senior management of the other party declaring that a dispute exists. The notice must set out the details of the dispute and the steps taken to resolve the dispute.

10.4 The senior management, or their nominees, shall meet within 10 Business Days of the dispute being declared and shall use their reasonable endeavours to resolve the dispute. Neither party shall commence legal proceedings concerning a matter in dispute (other than for the purpose of seeking urgent injunction or declaratory relief) unless the parties have attempted to resolve the dispute in accordance with clauses 10.1, 10.2 and 10.3.

10.5 Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Contract.

10.6 The parties must bear their own costs in relation to any disputes under this Contract.

11. General

11.1 For Connection Points in Victoria, this Contract is governed by the law of Victoria.

11.2 For Connection Points outside Victoria, the Contract is governed by the law of the state in which the Connection Point is located.

11.3 A waiver by a party of a provision or a right under this Contract is binding on that party only if it is given in writing. A failure by a party to exercise a right, or a delay in exercising a right, does not operate as a waiver of that right or otherwise prevent the party exercising that right.

11.4 This Contract may be executed in counterparts. All counterparts together will be taken to constitute one instrument.

11.5 This Contract and any documents referred to in this Contract or executed in connection with this Contract are the entire agreement of the parties about the subject matter of this Contract and supersede all other representations, negotiations, arrangements, understandings or agreements and all other communications. No party has entered into this Contract relying on any representations made by or on behalf of the other, other than those expressly made in this Contract.

11.6 Amending this Contract

- (a) We may amend these Multi-Site Contract Terms and Conditions (excluding the BESA, which can be amended in accordance with the MRC) to:
- (i) reflect any laws, codes, regulatory guidelines or instructions by the relevant regulator that are amended or introduced after these Multi-Site Terms and Conditions commence; and
 - (ii) make variations that are reasonably necessary to protect our legitimate business interests, which include achieving optimal business efficiency and performance.
- (b) If we amend these Multi-Site Contract Terms and Conditions, we'll give you reasonable notice of the changes in accordance with any applicable energy law requirements. Where permitted, we may give you notice by way of a message on or with your bill. The notice may identify the amendments or refer you to our website where the amendments are described.
- (c) After we give you **notice of amended terms, the amended terms will form part of this Contract.**
- (d) **You consent to us amending these terms by notice and you agree to comply with this Contract as amended by that notice.**
- (e) **Any other changes to these Multi-Site Terms and Conditions, not covered under this clause 11.6(a) may only be amended by written agreement between the parties.**

11.7 To the extent of any inconsistency or ambiguity between the general provisions of this Contract and any schedule or annexure, then the general provisions of this Contract will prevail.

12. Definitions

12.1 In this document, unless the contrary intention appears:

AER means the Australian Energy Regulator.

Aggregated Customer means a customer whose aggregate energy usage across all Connection Points (except those in Victoria) exceed the Small Customer Thresholds;

Agent means a person or company who has authority to act on behalf of another person, company or group;

Connection Point means the point at which a Customer's Energy Supply is connected to a Network; which may also be referenced by the NMI, MIRN or Meter Number;

Early Termination Charge means a charge determined by EnergyAustralia based on reasonable costs incurred as a direct result of the termination of the Contract by the Agent or Customer prior to the Contract End Date. Early Termination Charges are calculated using Rates and Charges specified in the BESA, for the aggregated energy consumption under the Contract for the relevant Contract Year. Early Termination Charges may include outstanding

Metering Charges and a reasonable administration fee as determined by EnergyAustralia (if any) associated with termination of this Contract prior to the Contract End Date;

Meter Installation Timeframes are as set out in clauses 7.8.10A(a)(1)(i), 7.8.10A(a)(1)(ii), 7.8.10B(a)(1)(i), 7.8.10B(a)(1)(ii), 7.8.10C(a)(1)(i) and 7.8.10C(a)(1)(ii) of the National Electricity Rules;

Qualifying Contracts has the meaning given in the Initial Laws, as implemented in the RRO Laws that apply in the locations of the Connection Points (as applicable);

Regulatory Authority means: any government or a governmental, quasi-governmental or judicial entity or authority; a stock exchange; and any other authority, agency, commission, regulator, ministry, department, instrument, tribunal (including any pricing body), enterprise or similar entity, of Australia that has powers or jurisdiction under any laws, including RRO Laws, over a party or any act relating to this Contract;

Reliability Instrument has the meaning given in the Initial Laws, as implemented in the RRO Laws that apply in the locations of the Connection Points (as applicable);

RRO means the Retailer Reliability Obligation described in the RRO Laws;

RRO Laws means the National Electricity (South Australia) (Retailer Reliability Obligation) Amendment Act 2019 (SA), including any regulations made thereunder, and the National Electricity Amendment (Retailer Reliability Obligation) Rule 2019 as proposed by the Energy Security Board or the Council of Australian Governments Energy Council from time to time (together, the Initial Laws) and any other pieces of legislation, regulations, other statutory instruments (including the National Electricity Rules) or proclamation or any binding requirements or direction of a Regulatory Authority which are necessary or incidental to implementing the Initial Laws or the RRO in any jurisdiction in Australia;

Small Customer means a Small Electricity Customer who is not an Aggregated Customer or a Small Gas Customer who is not an Aggregated Customer;

Small Gas Customer means: in New South Wales, South Australia, Queensland and the Australian Capital Territory, a small customer for the purposes of the National Energy Retail Law; and in Victoria, a relevant customer for the purposes of section 43 of the Gas Industry Act 2001 (Vic);

Small Electricity Customer means: in New South Wales, South Australia, Queensland and the Australian Capital Territory, a small customer for the purposes of the National Energy Retail Law; and in Victoria, a relevant customer for the purposes of section 36 of the Electricity Industry Act 2000 (Vic);

Small Customer Thresholds means the upper consumption thresholds for Small Customers prescribed by law in each state or territory from time to time.

12.2 Unless indicated to the contrary, capitalised terms used in this Contract have the meaning given to them in the MRC;

12.3 Any words used in this Contract and not otherwise defined in the MRC will bear the meaning (if any) set out in the National Energy Retail Law and/or the Rules.