EMBEDDED NETWORK CONNECTION AND ANCILLARY SERVICES TERMS & CONDITIONS

This contract is about the distribution of electricity to your premises via an *embedded network* to you as a customer at your premises within an *embedded network* that is owned and managed by us. This contract is also about the *Ancillary Services* we provide at the site where your premises is located. The Business Energy Agreement and any attachments to that Agreement also form part of this contract.

In addition to this contract, *energy laws* and other consumer laws also contain rules about the supply of energy and we will comply with these rules in our dealings with you. For example, the AER's Network Exemptions Guideline (**Network Guideline**) set out specific rights and obligations. To the extent of any inconsistency between this contract and applicable *energy laws*, the provisions of the *energy laws* will prevail.

You also have a separate contract with a *retailer* (who may be us) that deals with the sale of *grid electricity*. The contract for the sale of electricity to your premises (whether with us or another retailer) is the **Electricity Supply Contract**. Where we are also your retailer, your *Electricity Supply Contract* with us is the Default Large Customer Electricity Retail Terms and Conditions, the Electricity C&I Business Agreement (Unbundled - Traditional Charges) or another electricity supply agreement we have entered into with you.

1 THE PARTIES

This contract is between:

Microgrid Power Pty Ltd, ABN 93 628 991 131, who operates the *embedded network* serving your premises (in this contract referred to as "we", "our" or "us"); and

You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

2 DEFINITIONS AND INTERPRETATION

(a) Terms used in this contract have the same meanings as they have in the Network Guideline. However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.

(b) Where the simplified explanations at the end of this contract differ from the definitions in the Network Guideline the definitions in the Network Guideline prevail.

(c) Some provisions of this contract apply only in respect of premises located in particular States or Territories, or only to particular types of customer (for example, only to *small customers* or only to *residential customers*). Where this is the case, it is stated in the relevant provision, and the provision does not apply in respect of other premises or to other customers (as applicable). These terms and conditions otherwise apply to both small and large customers.

(d) In this contract, a reference to a jurisdiction in which the *National Energy Customer Framework* applies is a reference to New South Wales, Queensland, South Australia, Tasmania and the Australian Capital Territory (in which the Australian Energy Regulator administers network exemptions under the *Network Guideline*); and a reference to *Victoria* is a reference to the State of Victoria, in which the General Exemption Order made under the *Electricity Industry Act 2000* (Vic) applies in place of the *Network Guideline*.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 Application of these terms and conditions

These terms and conditions apply to you if:

(a) you are a *customer*; and

(b) your premises are within the *embedded network*.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

This contract starts on the later of date that we commence the supply of energy or *Ancillary Services* within the *embedded network*, or the date you move-in to the premises.

4.2 When does this contract end?

(a) This contract ends when you vacate your premises and from the date of the final meter read.

(b) If you continue to occupy the premises within the *embedded network* you will remain responsible for the payment of *network charges* unless you or we come to an arrangement for the payment of *network charges* via your *retailer*.

4.3 Vacating your premises

(a) If you are vacating your premises, you must provide your forwarding address to us for your final bill.

(b) When we receive the notice, we must use our best endeavours to arrange for the reading of the *meter* on the date specified in your notice (or as soon as possible after that date if you do not provide access to your *meter* on that date) and send a final bill to you at the forwarding address stated in your notice.

(c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

5 SCOPE OF THIS CONTRACT (CUSTOMER CONNECTION SERVICES)

5.1 What is covered by this contract?

(a) Under this contract we agree to provide customer connection services at the premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.

(b) Subject to clause 8, charges for customer connection services will be billed under your contract with your *retailer*.

5.2 Sale of energy not covered by this contract

This contract does not cover the sale of energy to your premises. This is the role of your *retailer*. Where we are also your *retailer*, the terms of your *Electricity Supply Contract* with us govern the supply of electricity to your premises and, to the extent provided in that contract (and consistent with the conditions of our network exemption), may apply to the exclusion of this contract.

5.3 Services and your connection point

(a) We must provide, install and maintain equipment for the provision of customer connection services at your premises safely and in accordance with the *energy laws*.

(b) Our obligations extend up to the connection point where energy is to be supplied to the premises (as defined by us) and not beyond.

(c) In return, you agree:

(i) to be responsible for *network charges* until this contract ends under clause 4.2, even if you vacate the premises earlier and even if you are supplied by a *retailer*; and

(ii) to pay the amounts billed by us under this contract and your Electricity Supply Contract; and

(iii) to meet your obligations under this contract and the *energy laws*.

5A SCOPE OF THIS CONTRACT (ANCILLARY SERVICES)

5A.1 What is covered by this contract?

(a) Under this contract we agree to provide the *Ancillary Services* indicated in the Business Energy Agreement, to the premises.

(b) You may choose to receive all, some or none of the *Ancillary Services*.

(c) In return, you agree:

(i) to be responsible for *Ancillary Services* charges for those services that you use until this contract ends under clause 4.2, even if you vacate the premises earlier; and

(ii) to pay the amounts billed by us under this contract; and

(iii) to meet your obligations under this contract and the *energy laws*.

5A.2 Air-conditioning services

(a) The site where the embedded network is located contains several central air-conditioning condensers, powered by electricity. The condensers provide refrigerant to the air-conditioning unit in your premises.

(b) We purchase the energy used to power the condensers and heat or cool the refrigerant.

(c) We use software installed in the air-conditioning system to ensure your air-conditioning charges are proportionate to the use at your premises.

5A.3 Hot water services

(a) The site where the *embedded network* is located contains:

(i) internal piping for the purpose of distributing hot water (this piping is connected to primary water supply network); and

(ii) hot water plant(s).

(b) We do not supply you with water, nor do we operate the internal piping, rather we purchase the energy used to heat the water via the hot water plants.

(c) Even though we are not supplying you with water, we will charge you based on the amount (in litres) of hot water used at your premises.

(d) Supply of the *Ancillary Services* will commence on the date you move into the premises, or on a later date agreed between us.

5A.4 Unmetered gas services

(a) The site where the *embedded network* is located contains internal gas piping for the purpose of distributing gas within the site (this piping is connected to greater gas distribution network).

(b) We buy the gas you use at your premises from a gas retailer and then supply it to you.

5A.5 Stopping services

(a) You may ask us to stop supplying any one or all of the *Ancillary Services* at any time and we will comply with your request within 14 days.

(b) You acknowledge that you are required to pay us the *Ancillary Service* charges for the duration of the period that you were being supplied with those *Ancillary Services*.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information you provide must be correct, and you must not mislead or deceive us.

6.2 Updating information

You must tell us promptly if:

(a) information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises); and

(b) you are aware of any change that materially affects access to your *meter* or to other equipment or infrastructure within the *embedded network*.

6.3 Life support equipment

(a) If a person living or intending to live at your premises requires *life support equipment*, you must:

(i) register the premises with us and the *gate meter supplier*; and

(ii) provide *medical confirmation* for the premises.

(b) Subject to satisfying the requirements in the *energy laws*, your premises may cease to be registered as having *life support equipment* if *medical confirmation* is not provided to us and the *gate meter supplier*.

(c) You must tell us and the *gate meter supplier* if the *life support equipment* is no longer required at the premises.

(d) If you tell us that a person living or intending to live at your premises requires *life support equipment*, we must give you:

(i) at least 50 business days to provide *medical confirmation* for the premises;

(ii) general advice that there may be a *distributor planned interruption*, *retailer planned interruption* or *unplanned interruption* to the supply of energy to the premises;

(iii) information to assist you to prepare a plan of action in case of an *unplanned interruption*; and

(iv) emergency telephone contact numbers.

6.4 Licence

You grant us a licence to access the premises, including any surrounding land, so as to operate and maintain the *embedded network* and provide the *Ancillary Services*. This licence extends to our agents and contractors and continues despite this contract coming to an end.

6.5 Obligations if you are not an owner

If you cannot meet an obligation under this contract because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

6.6 Embedded Network Infrastructure

(a) You agree to ensure that we can continue to operate and maintain the *embedded network* and provide the *Ancillary Services* including by ensuring safe and unhindered access and by not interfering with any infrastructure including by the installation or operation of new equipment which could cause damage or operating restriction to the *embedded network*.

(b) If you want to connect a small generator at the premises to the embedded network for the purpose of exporting energy (for example, a solar panel), you must apply to us in writing for approval from us.

(c) We may deny you approval in our absolute discretion, or we may provide our approval subject to you applying for connection alteration with the *local network service provider* under the National Electricity Rules.

7 OUR LIABILITY

(a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as the distributor), including at the direction of a *relevant authority*.

(b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.

(c) Unless we have acted in bad faith or negligently, the *energy laws* excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

8 NETWORK CHARGES

8.1 What are our tariffs and charges?

(a) The charges outlined in your Electricity Supply Contract include a component for the physical delivery of electricity to your premises (**network charges**). The charges that we pay when we buy the electricity that we supply to you include a component for network charges. We also incur costs or pay further charges in relation to the electricity metering used at your premises.

(b) If you decide to buy your electricity from a different *retailer*, you will still need to pay us network charges while you occupy the premises. You should make arrangements with your new *retailer* to ensure that the charges you pay to that *retailer* do not include a component for network charges, unless the new retailer agrees to pass those charges on to us.

(c) We will calculate your network charges on a “shadow pricing” basis, meaning that the charge will be equivalent to the charge you would have paid your *local network service provider* if your premises was connected directly to their distribution network. For premises located in Victoria, the network charges we charge you will not exceed the maximum price (if any) formulated for the relevant network activity by the Essential Services Commission and, in the absence of such a price, will not exceed the charges that the relevant licensed distribution company would have charged you for those services.

(d) The charge will be taken to be calculated on a time of use basis and the network charges that we charge to you may include demand charges.

(e) We operate the *embedded network* under a network exemption. The conditions applicable to network exemptions can be found in the Network Guideline (for premises located in a jurisdiction in which the National Energy Customer Framework applies) or in the General Exemption Order made under the Electricity Industry Act 2000 (Vic) (for premises located in Victoria), in each case as published on the relevant regulator’s website.

(f) We will give you notice of any change to the *network charges* that apply to you as soon as practicable and, where the change increases those charges, at least 5 business days before the changed charges apply to you, unless compliance with the 5 business day requirement is not practicable having regard to the *energy laws*.

8.2 GST

(a) Amounts specified in the charges from time to time and other amounts payable under this contract may be stated to be exclusive or

inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.

(b) Where an amount paid by you under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

8A ANCILLARY SERVICE CHARGES

8A.1 What are our tariffs and charges?

The charges for *Ancillary Services* are made up of (as applicable):

(a) Air-conditioning charges;

(b) Hot water charges;

(c) Unmetered gas charges; and

(d) Additional Ancillary Service charges;

And are outlined in the Business Energy Agreement that forms part of this contract.

8A.2 Changes to tariffs and charges

(a) You acknowledge that you have given your explicit informed consent for us to vary your charges from time to time.

(b) If we vary your tariffs and charges, we will notify you as soon as reasonably practicable and no later than your next bill.

9 BILLING

9.1 General

If clause 8.1(b) applies, we will send a bill to you as soon as possible after the end of each *billing cycle*. We will send the bill:

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

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

9.2 Estimating the energy usage

(a) We may estimate the amount of *electricity* or *Ancillary Services* at your premises if your *meter* cannot be read, if your *metering data* is not obtained (for example, if access to the *meter* is not given or the *meter* breaks down or is faulty), or if you otherwise consent.

(b) If we estimate the amount of *electricity* or *Ancillary Services* to calculate a bill, we must:

(i) clearly state on the bill that it is based on an estimation; and

(ii) when your *meter* is later read, adjust your bill for the difference between the estimate and the energy actually used.

(c) If the *meter* has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the *meter*, we will comply with your request but may charge you any cost we incur in doing so.

10 PAYING YOUR BILL

10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the *pay-by date*) on the bill. The *pay-by date* will be no earlier than 13 business days from the date on which we issue your bill.

10.2 Issue of reminder notices

If you have not paid your bill by the *pay-by date*, we will send you a *reminder notice* that payment is required. The *reminder notice* will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

10.3 Difficulties in paying

(a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.

(b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years. The exceptions described in the preceding sentence apply only in respect of premises located in a jurisdiction in which the National Energy Customer Framework applies, and do not apply where we are required to offer you a payment plan under the conditions applicable to our network exemption. In respect of premises located in Victoria, if you tell us you are unable to pay your bill due to financial difficulty, we will offer you a payment plan and the other forms of

assistance required under the General Exemption Order.

11A INTERRUPTION TO ELECTRICITY SUPPLY

11A.1 Supplier may arrange supplier planned interruptions (maintenance repair etc)

(a) We may arrange *supplier planned interruptions* to the supply of electricity to your premises where permitted under the *energy laws* for the purpose of the installation, maintenance, repair or replacement of your electricity *meter* or for the maintenance or repair of the *embedded network*.

(b) If your electricity supply will be affected by a *supplier planned interruption* arranged by us and clause 6.3(d)(iii) does not apply:

(i) we may seek your explicit consent to the *interruption* occurring on a specified date; or

(ii) we may seek your explicit consent to the *interruption* occurring on any day within a specified 5 business day range; or

(iii) otherwise, we will give you at least 4 business days notice of the *interruption* by mail, letterbox drop, press advertisement or other appropriate means.

11A.2 Your right to information about planned interruptions

(a) If you request us to do so, we will use our best endeavours to explain a *supplier planned interruption* to the supply of electricity to the premises which was arranged by us.

(b) If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either:

(i) the written explanation; or

(ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

(c) For *interruptions* made by the *retailer*, we may refer you to the *retailer* to provide information.

12 UNDERCHARGING AND OVERCHARGING

12.1 Undercharging

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

(i) we will not charge interest on the undercharged amount; and

(ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.

(b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission. This clause 12.1(b) does not apply where you are a large customer, and accordingly there is no limit on the amount of any undercharge we may recover from a large customer, except to the extent a limit is required under the energy laws.

12.2 Overcharging

(a) Where you have been overcharged by less than $50 and you have already paid the overcharged amount, we must credit that amount to your next bill.

(b) Where you have been overcharged by $50 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

(c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.

(d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

12.3 Reviewing your bill

(a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.

(b) If you ask us to, we must arrange for a check of the *meter* reading or *metering data* or for a test of the *meter* in reviewing the bill. However, if the *meter* or *metering data* proves not to be faulty or

incorrect, you will be liable for the cost of the check or test.

(c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:

(i) the portion of the bill that you do not dispute; or

(ii) an amount equal to the average of your bills in the last 12 months.

14 DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the *energy laws*, we may arrange for the disconnection of your premises if:

(a) you do not pay your bill by the *pay-by date* and, if you are a residential customer, you:

(i) fail to comply with the terms of an agreed payment plan; or

(ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;

(b) you do not provide a *security deposit* or *Bank Guarantee* we are entitled to require from you; or

(c) you do not give access to your premises to read a *meter* (where relevant) for 3 consecutive *meter* reads; or

(d) you fail to give us safe and unhindered access to the premises as required by clause 6.6 or any requirements under the energy laws; or

(e) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or

(f) we are otherwise entitled or required to do so under the *energy laws*.

14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the *energy laws*, and in relation to safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

14.3 When we must not arrange disconnection

(a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):

(i) on a business day before 8.00am or after 3.00pm; or

(ii) on a Friday or the day before a public holiday; or

(iii) on a weekend or a public holiday; or

(iv) on the days between 20 December and 31 December (both inclusive) in any year; or

(v) if you are being disconnected under clause 14.1(a), during an extreme weather event.

(b) Your premises may be disconnected within the protected period:

(i) for reasons of health and safety; or

(ii) in an *emergency*; or

(iii) as directed by a *relevant authority*; or

(iv) if you request us to arrange disconnection within the protected period; or

(v) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or

(vi) where the premises are not occupied.

(c) Despite anything else in this clause 14, we must not arrange disconnection of your premises where:

(i) a person residing at your premises requires *life support equipment* that depends on electricity for its operation; or

(ii) an application has been made by you or on your behalf for assistance to an organisation responsible for a rebate, concession or relief available under any government or non-government funded energy charge rebate, concession or relief scheme and a decision on the application has not been made; or

(iii) you have made a complaint, directly related to the proposed reason for the

disconnection, to us, the relevant energy ombudsman scheme or another relevant external dispute resolution body, and the complaint remains unresolved.

14.4 Stopping ancillary services for non-payment

Where you fail to pay an *Ancillary Service* charge invoiced to you under this contract by the *pay-by date*:

(a) we may, after issuing you a *reminder notice* and after the further period for payment specified in that notice has expired without payment, stop providing the relevant *Ancillary Service* to you (without prejudice to our right to recover the unpaid amount); and

(b) if you are not a *small customer*, we may also exercise our rights under clause 14.1 in respect of the unpaid *Ancillary Service* charge, including (subject to clause 14.3) arranging for the disconnection of supply.

14.5 Credit default listing

If you are not a *residential customer* and you fail to pay any amount payable under this contract by the *pay-by date*, we may list the unpaid amount as a credit default with one or more credit reporting bodies in accordance with the *Privacy Act 1988* (Cth) and the *Privacy (Credit Reporting) Code 2014* (as amended or replaced from time to time). We will only do so where the unpaid amount is at least $150 (or such other amount as those laws prescribe), the amount has been overdue for at least 60 days (or such other period as those laws prescribe), and we have given you the notices required under those laws. By entering into this contract you acknowledge that we may collect, hold, use and disclose your personal and credit information for the purposes of, and as permitted by, those laws (further information is set out in our privacy policy referred to in clause 18).

14.6 Recovery of costs (large customers)

If you are a *large customer*, you indemnify us against, and must pay us on demand for, all reasonable costs (on a full indemnity basis), including legal costs, expenses and disbursements, that we incur in:

(a) enforcing this contract against you;

(b) recovering any amount payable by you to us under this contract (including *Ancillary Service* charges and *network charges*); or

(c) responding to or defending any claim or proceeding brought by you against us that is determined adversely to you.

This clause 14.6 does not apply to a *small customer* (whose liability for costs is governed by the *energy laws* and the general law).

15 RECONNECTION AFTER DISCONNECTION

(a) We must arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected:

(i) you ask us to arrange for reconnection of your premises; and

(ii) you rectify the matter that led to the disconnection; and

(iii) you pay any reconnection charge (if requested).

(b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

(c) Where you meet the requirements in paragraph (a), we will reconnect your premises (or, where required, arrange for the *local network service provider* to reconnect your premises) as soon as practical and in any event no later than 2 business days after you make the request.

16 WRONGFUL AND ILLEGAL USE OF ENERGY

16.1 Use of energy

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

(a) illegally use energy supplied to your premises; or

(b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or

(c) use the energy supplied to your premises or any energy equipment in a manner that:

(i) unreasonably interferes with the connection or supply of energy to another customer; or

(ii) causes damage or interference to any third party; or

(d) allow energy purchased from us to be used otherwise than in accordance with this contract and the *energy laws*; or

(e) tamper with, or permit tampering with, any *meters* or associated equipment.

17 NOTICES AND BILLS

(a) We prefer to communicate with you electronically, with notices and bills sent via email and your payments made by direct debit. However, you are not obliged to comply with our preference and we also offer convenient alternative forms of communication and payment methods in compliance with the *energy laws*. We can provide you with further information about these alternatives on request.

(b) Notices and bills under this contract must be sent in writing, unless this contract or the *energy laws* says otherwise.

(c) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):

(i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or

(ii) on the date 2 business days after it is posted; or

(iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

(d) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

18 PRIVACY AND DATA

18.1 Privacy

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website https://www.microgridpower.com.au/documents. If you have questions, you can contact our privacy officer.

18.2 Metering Data

You agree that we may give the owner or manager of your site, and their contractors, the consumption and demand data recorded by your meter, including through an automatic feed to a building management system, so they can manage the site, report on energy performance and plan site infrastructure. We will not give them your billing, payment or credit information, or your meter data for the purpose of billing you.

You can withdraw your agreement in writing at any time. Within 10 business days we will stop giving them your meter data and disconnect any automatic feed. We will not charge you, change your tariff or end this contract because you do so.

19 COMPLAINTS AND DISPUTE RESOLUTION

19.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

If you have a complaint, please refer to our standard complaints and dispute resolution procedure on our website. The document can be located at https://www.microgridpower.com.au/documents

19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

(a) of the outcome of your complaint and the reasons for our decision; and

(b) that if you are not satisfied with our response, you have a right to refer the complaint to the relevant energy ombudsman scheme (or other external dispute resolution body) for the State or Territory in which your premises are located, the contact details for which are set out in the attachment to the Business Energy Agreement.

20 FORCE MAJEURE

20.1 Effect of force majeure event

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

event outside the control of that party ('a force majeure event'):

(a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and

(b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

20.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

20.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

20.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

21 APPLICABLE LAW

The *laws* of the State or Territory in which your premises are located govern this contract.

23 GENERAL

23.1 Our obligations

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

(a) we are taken to have complied with the obligation if another person does it on our behalf; and

(b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

23.2 Amending this contract

(a) This contract may only be amended in accordance with the procedures set out in the *energy laws*.

(b) We must publish any amendments to this contract on our website.

DEFINTIONS

Ancillary Services means services provided by us that are not customer connection services or the sale of electricity.

billing cycle means the regular recurrent period for which you receive a bill from us. The billing cycle for this contract is set out in the attachment to the Business Energy Agreement;

large customer means a *customer* who is not a *small customer*;

life support equipment has the meaning given in the relevant *energy laws*;

meter means a device that measures the quantity of electricity passing through it or that records the consumption of electricity at the premises, and (in relation to *Ancillary Services*) includes any device used to measure or record the consumption of those services at the premises;

metering data has the meaning given in the National Electricity Rules (broadly, data relating to the consumption of electricity at the premises that is obtained from a *meter*);

small customer means: (a) in respect of premises located in a jurisdiction in which the *National Energy Customer Framework* applies, a *residential customer*, or a business customer who would consume energy at the premises at a rate less than the upper threshold prescribed under the *energy laws*); and (b) in respect of premises located in Victoria, a *residential customer*, or a small commercial/retail customer (being a business customer to whom peak demand of less than 500 kVA, and consumption of less than 160 MWh per year, is distributed, supplied or sold for commercial or industrial purposes);

business day means a day other than a Saturday, a Sunday or a public holiday in the State or Territory in which your premises are located;

customer means a person who buys or wants to buy energy from a retailer;

Day means calendar day;

disconnection means an action to prevent the flow of energy to the premises, but does not include an *interruption*;

distributor means the person who operates the system that connects the *embedded network* to the distribution network for your region;

embedded network means the private electricity network that supplies the customer's premises;

Site means the parcel of land or premises on which the *embedded network* is located, as defined in the National Electricity Rules and (in respect of premises in Victoria) the General Exemption Order;

Bank Guarantee means an unconditional and irrevocable bank guarantee or letter of credit addressed to us, issued by a major Australian commercial bank acceptable to us, on terms acceptable to us;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy laws means applicable laws including legislation, rules regulations, guidelines and codes;

force majeure event means an event outside the control of a party;

gate meter supplier means the *retailer* who supplies energy to the *embedded network* at the gate meter connection;

Electricity Supply Contract means the contract between you and your retailer (who may be us) for the supply of electricity to your premises, including (where we are your retailer) the Default Large Customer Electricity Retail Terms and Conditions, the Electricity C&I Business Agreement (Unbundled - Traditional Charges) or another electricity supply agreement we have entered into with you;

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

interruption means a temporary unavailability or temporary curtailment of the supply of electricity to a customer, but does not include disconnection;

local network service provider has the meaning given in the National Electricity Rules as they apply in the jurisdiction where your premises is located.

medical confirmation means certification from a registered medical practitioner of the requirement for *life support equipment* at your premises;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises;

retailer means the person who sells you energy (other than consumed energy) at your premises;

supplier planned interruption means an *interruption* for:

(a) the planned maintenance, repair or augmentation of the transmission system; or

(b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a *meter* (excluding a *retailer planned interruption*); or

(c) the installation of a new connection or a connection alteration.