TERMS AND CONDITIONS FOR MARKET RETAIL CONTRACT

This contract is about the sale of energy to you as a customer at your premises within an embedded network. The Disclosure Statement, your Plan Information Documents and the Customer Details Schedule also form part of this contract.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law sets out specific rights and obligations.

If your premises are in Victoria, the National Energy Retail Law does not apply to this contract and clause 3.3 explains how this contract applies to you. 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 us called Embedded Network Connection Contract. The Embedded Network Connection Contract deals with the operation of the embedded network.

1. THE PARTIES

This contract is between:

Microgrid Power Pty Ltd who sells energy to you at 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 National Energy Retail Law and the National Energy Retail Rules (Rules). 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 National Energy Retail Law or Rules, the definitions in the National Energy Retail Law and Rules prevail.

(c) If your premises are in Victoria, terms used in this contract that are defined in the Victorian energy laws have the meanings given in those laws, and paragraph (b) applies as if the references to the National Energy Retail Law and Rules were references to the Victorian energy laws.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for the sale of energy to you as a customer at your premises within an embedded network under the National Energy Retail Law and Rules. If your premises are in Victoria, this contract applies as an exempt person arrangement under the Victorian energy laws, as explained in clause 3.3.

3.2 Electricity or gas

This contract is only for the sale of electricity. If you also use gas, your purchase of gas will be dealt with in a separate contract. If we sell you hot water or centralised air-conditioning supplied through the embedded network at premises in New South Wales, the energy laws will also apply to those sales from 1 July 2026 and, unless we tell you otherwise in your Customer Details Schedule or Plan Information Documents, those services are dealt with under a separate contract.

3.3 Victorian customers

(a) If your premises are in Victoria, we sell energy to you as an exempt person under the General Exemption Order, and not under a retailer authorisation issued under the National Energy Retail Law. This contract applies as an exempt person arrangement and not as a market retail contract, and the National Energy Retail Law and the Rules do not apply to this contract. Instead, the Victorian energy laws (including the Electricity Industry Act 2000 (Vic), the General Exemption Order and the Energy Retail Code of Practice, to the extent they apply to us as an exempt person) contain rules about the sale of energy to you, and we will comply with those rules in our dealings with you.

(b) If your premises are in Victoria, in this contract:

(i) references to the National Energy Retail Law, the National Energy Retail Rules or the Rules are to be read as references to the Victorian energy laws;

(ii) references to the AER are to be read as references to the Essential Services Commission;

(iii) references to the Energy and Water Ombudsman in your state are references to the Energy and Water Ombudsman (Victoria); and

(iv) a provision of this contract expressed to apply to premises in Victoria prevails over any other provision of this contract to the extent of any inconsistency.

(c) Because we are an exempt person and not a licensed retailer, we are not subject to all of the obligations of a licensed retailer and you will not receive all of the same protections

that you would receive if you purchased energy from a licensed retailer. You have the right to elect to purchase electricity from a licensed retailer of your choice, and you can ask us for information about the metering options that would allow you to make this choice.

(d) If your premises are in Victoria, you may refer a complaint or dispute to the Energy and Water Ombudsman (Victoria), a customer dispute resolution scheme approved by the Essential Services Commission, of which we are a member.

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

(a) This contract starts on the Acceptance Date in the Customer Details Schedule.

(b) Subject to clause 4.2, your supply start date is:

(i) if you are a new occupant – on the later of the date when you move into the premises and the date we become responsible for supply of energy within the embedded network;

(ii) if you are an existing occupant where you previously received supply from another retailer or exempt seller – on the earlier of the date we become responsible for supply of energy within the embedded network and the date your contract with your previous retailer or exempt seller ends;

(iii) if you are an existing occupant where you were previously being supplied by us or a company related to us under a different contract - the date this contract starts under clause 4.1(a).

4.2 Cooling off period

(a) Despite signing or accepting this contract, you may still withdraw with no charge within the 10 business day cooling off period. The cooling off period starts the business day after you enter into this agreement.

(b) You can cancel this contract at any time within the 10 business day cooling off period by telling us verbally or in writing.

4.3 When does this contract end?

(a) This contract ends:

(i) if we both agree to a date to end the contract—on the date agreed; or

(ii) subject to subparagraphs (b) and (c) if you are no longer a small customer:

(1) on a date specified by us, of which we will give you at least 5 but no more than 20 business days notice; or

(2) if you have not told us of a change in the use of your energy—from the time of the change in use; or

(iii) if your premises are no longer part of the embedded network—on the date your premises cease to form part of the embedded network; or

(iv) if you start to buy energy for the premises from a different retailer or exempt person under a customer retail contract—on the date the market retail contract or exempt person arrangement starts; or

(v) if a different customer starts to buy energy for the premises—on the date that customer's contract starts; or

(vi) if the premises are disconnected and you have not met the requirements in the energy laws for reconnection—10 business days from the date of disconnection.

(b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a)(i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.

(c) In the event you are no longer a small customer, the parties may nevertheless agree to continue this contract on the same terms.

(d) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

4.4 Vacating your premises

(a) If you are vacating your premises, you must provide us with at least 5 business days' notice and your forwarding address 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 under clause 4.3 of this contract.

5. SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

(a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.

(b) In return, you agree:

(i) to be responsible for charges for energy supplied to the premises from the supply start date until this contract ends under clause 4.3 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.

5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the embedded network, including metering equipment and the maintenance of that connection and the supply of energy to your premises. This is the role of your embedded network operator under a separate contract called the Embedded Network Connection Contract.

6. YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to 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); or

(b) you are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services at the premises; or

(c) there is any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of energy to the premises or the premises of any other person; or

(d) a person for whom the life support equipment is required vacates the premises or no longer requires the life support equipment.

6.3 Life support equipment

(a) If you advise us that a person living at your premises requires life support equipment:

(i) we will register your premises as requiring life support equipment; and

(ii) we will comply with our obligations under the energy laws.

(b) You must tell us if the life support equipment is no longer required at the premises.

6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises 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.

7. OUR LIABILITY

(a) The quality and reliability of your electricity supply is subject to a variety of factors beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the wider distribution system and the acts of other persons (such as the distributor for your region), 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 National Energy Retail Law 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.

(d) If your premises are in Victoria, paragraphs (b) and (c) do not apply, and nothing in this contract excludes, limits or modifies our liability to you, or requires you to indemnify us, except to the extent permitted by the Victorian energy laws.

8. PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

(a) Our tariffs and charges for the sale of energy to you under this contract are set out in the Plan Information Documents attached to these terms and conditions.

(b) We may impose additional charges where it is permitted under the energy laws. Additional charges may include, but are not limited to:

(i) late payment fees;

(ii) debt collection fees.

(c) We will not charge:

(i) a hardship customer, a residential customer who is experiencing payment difficulties, or a customer affected by family violence, any fees other than fees that are network charges;

(ii) you any fee for a meter read for the purposes of commencing or terminating this contract, any fee for de-energisation or re-energisation of your premises, or any fee for establishing your account; or

(iii) you any fee that exceeds a reasonable estimate of the costs we incur in providing you the service to which the fee relates.

(d) Our charges for energy and any other embedded network commodity we sell to you at premises in New South Wales will not exceed any applicable maximum price determined by the Independent Pricing and Regulatory Tribunal under the energy laws.

(e) Our charges for energy (and for services related to the provision of energy) sold to you at premises in Victoria will not exceed the maximum price applying under the General Exemption Order. If you are a residential customer, the annual cost of energy sold and supplied to you under this contract will not exceed the Victorian Default Offer price determined by the Essential Services Commission that applies to your embedded network.

8.2 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, charges or energy payments, we will notify you at least five business days before the new charges apply (or if you are a Queensland resident, we will notify you of any increase at least 10 business days before the variation applies) and these changes will be reflected on your next bill.

(c) We will not increase a tariff or charge payable by you, or decrease any energy payment payable to you, under this contract unless the increase or decrease takes effect on a single date within the month of July. This restriction does not apply where the variation is a direct result of a tariff reassignment by your distributor, or to a tariff, charge or energy payment that continually varies in relation to the prevailing spot price of energy.

(d) If your energy plan is a fixed price period contract, we will notify you of any variation at least 20 business days before it applies to you, and we will not increase your tariffs or charges, or decrease any energy payment payable to you, more than once every 12 months (commencing on the date the contract starts).

(e) We will deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill and the notice must:

(ii) specify that your tariffs, charges and energy payments are being varied;

(iii) specify the date on which the variation will come into effect;

(iv) identify your existing tariffs, charges and energy payments inclusive of GST;

(v) identify your tariffs, charges and energy payments as varied inclusive of GST;

(vi) specify that the tariffs, charges and energy payments identified above are inclusive of GST; and

(vii) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.

(g) We are not required to notify you of a variation of charges in certain circumstances, for example when the variation is a result of changes to a government rebate or relief scheme. We may also notify you of a variation as soon as practicable, and in any event no later than your next bill, where the variation is a direct result of a tariff reassignment by your distributor, or is a reduction in a tariff or charge payable by you or an increase in an energy payment payable to you.

8.3 Changes to tariffs or type of tariff during a billing cycle

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

8.4 Additional charges

(a) We may require you to pay additional retail charges from time to time. These charges must be fair and reasonable having regard to the costs we incur.

(b) To the extent permitted by law, where you pay your bill using a method that results in us incurring a merchant service fee, we may recover that fee from you.

(c) To the extent permitted by law, where you pay your bill and that payment is dishonoured or reversed through your fault and we incur a fee, we may recover that fee from you.

(d) We will offer you at least one payment method which is commonly used and accessible and for which no charges are imposed on you (whether by us or a payment service provider). Any fee we recover under paragraph (b) or (c) will not exceed a reasonable estimate of the costs we incur.

(e) If your premises are in Victoria, we will offer you at least two payment methods, at least one of which does not require access to the internet, and we will accept payment in advance.

8.5 GST

(a) Amounts specified in the Plan Information Documents and other amounts payable under this contract will be stated to be inclusive of GST.

9. BILLING

9.1 General

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 (or email 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.

If your premises are in New South Wales, we will also comply with any applicable billing standards approved under the energy laws when billing you for energy or any other embedded network commodity.

If your premises are in Victoria, we will issue you a bill at least once every 3 months and the pay-by date for each bill will be no earlier than 13 business days from the date we issue the bill. Your bills will also contain the information required by the Energy Retail Code of Practice, including the required statement about the Victorian Default Offer and the name and telephone number of the Energy and Water Ombudsman (Victoria).

9.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

(a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise under the Rules); and

(b) the fees and charges for any other services provided under this contract during the billing cycle; and

(c) the charges payable for services provided by the embedded network operator, including connection charges if you have asked for a new connection or connection alteration, and ancillary service charges.

9.3 Estimating the energy usage

(a) You acknowledge that we may estimate the amount of energy consumed 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).

(b) We will not rely on an estimation of your meter value at the start of this contract, or to issue your final bill.

(c) If we estimate the amount of energy consumed at your premises 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.

(d) If the later meter read shows you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.

(e) 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.

9.4 Your historical billing information

Upon request, we will provide you with your billing records for the previous 2 years. We will provide these records free of charge, although we may charge you a reasonable fee if you require records going back more

than 2 years or where we have already provided you with your billing records 4 times in the previous 12 months. Upon request, we will also provide you with your energy consumption data for up to the previous 2 years in accordance with the energy laws.

9.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12-monthly estimate of your energy consumption.

10. PAYING YOUR BILL

10.1 What you have to pay

You must pay to us the amount on each bill by the date for payment (the pay-by date) on the 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, contact us as soon as possible. We will provide you with information about flexible payment options to help you avoid getting into arrears. Flexible payment options we provide include:

(i) making payments of an equal amount over a specified period;

(ii) options for paying at different intervals;

(iii) extending by a specified period the pay-by date for a bill for at least one billing cycle in any 12 month period; and

(iv) paying for energy use in advance.

(b) We will not disconnect your energy supply if you are adhering to a payment plan.

(c) If you are a residential customer and have told us that you have difficulty paying your bill, we will 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 (unless you are affected by family violence and the non-payment or illegal use of energy was partly or wholly caused by someone else).

(d) Additional protections are available to you under our customer hardship policy, our family violence policy and under the National Energy Retail Law and the Rules if you are experiencing payment difficulties due to hardship or are affected by family violence. Our customer hardship policy and family violence policy are available on our website free of charge.

(e) If your premises are in Victoria and you are a residential customer, you are also entitled to assistance under the Energy Retail Code of Practice if you are anticipating or facing payment difficulties. This includes:

(i) if you have arrears of more than $55 (including GST), we will contact you within 21 business days after the pay-by date with information about the assistance available and will give you at least 6 business days to put forward a payment proposal;

(ii) we will accept a payment proposal that complies with the Energy Retail Code of Practice, including repayment of your arrears by instalments over a period of up to 2 years, and will give you a written schedule of payments; and

(iii) we will not commence proceedings to recover a debt from you, or sell your debt, while you are receiving that assistance.

10.4 Late payment fees

If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee where we may do so under the energy laws. However, we will not require a hardship customer, a residential customer experiencing payment difficulties, or a customer affected by family violence to pay a late payment fee. We will also not require you to pay a late payment fee if your premises are in Victoria.

11. METERS AND ACCESS

11.1 Your obligations

(a) You must provide us and our authorised representatives (with all necessary equipment) safe and unhindered access to the premises, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:

(i) read, test, maintain, inspect or alter any metering installation at the premises; and

(ii) calculate or measure energy supplied or taken at the premises; and

(iii) check the accuracy of metered consumption at the premises; and

(iv) replace meters, control apparatus and other energy equipment of ours; and

(v) connect or disconnect the premises; and

(vi) examine or inspect an energy installation at the premises; and

(vii) inspect, make safe, operate, change, maintain, remove, repair or replace any work at the premises; and

(viii) undertake repairs, testing or maintenance of the embedded network distribution system; and

(ix) clear vegetation from the embedded network distribution system including any equipment owned by us; and

(x) Determine the appropriate tariff or charging category for the premises; and

(xi) perform services requested by you.

(b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as needed to prepare your bills, consistently with the metering rules and at least once every 12 months.

11.2 Our obligations

If we or our representatives seek access to the premises under clause 11.1 above, we will:

(a) comply with all requirements under the energy laws; and

(b) carry or wear official identification; and

(c) show the identification if requested.

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 undercharged in the 9 months (or, if your premises are in Victoria, the 4 months) immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

12.2 Overcharging

(a) Where you have been overcharged by less than $50, and you have 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 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 under our standard complaints and dispute resolution procedures.

(b) If you ask us to, we will arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. If the meter or metering data is correct, you will be liable for the cost of the check or test. However, if the meter or metering data proves to be faulty or incorrect, you do not have to pay the cost of the test or check.

(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 you do not dispute; or

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

(d) If you are not satisfied with our decision after we complete a review of your bill, you may complain to the Energy and Water Ombudsman in your state.

13. DISCONNECTION OF SUPPLY

13.1 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; or

(b) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or

(c) there has been illegal or fraudulent use of energy at your premises in breach of clause 15 of this contract; or

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

If your premises are in Victoria, we may arrange for the disconnection of your premises only in the circumstances permitted by the Electricity Industry Act 2000 (Vic) and the Energy Retail Code of Practice. If you are a residential customer, we will not arrange for disconnection for not paying your bill unless: the amount you owe is at least the minimum amount specified in the energy laws; we have given you a reminder notice and a disconnection warning notice; we have used our best endeavours to contact you; we have complied with our obligations to offer you assistance with payment difficulties; and disconnection is otherwise permitted as a last resort.

13.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the energy laws. However, we do not have to provide a warning notice before 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).

13.3 When we must not arrange disconnection

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

(i) on a business day before 8.00am or after 3.00pm (or, if your premises are in Victoria and you are a residential customer, after 2.00pm); 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.

(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; or

(vii) where disconnection is permitted by applicable energy laws; or

(viii) where disconnection is permitted under your customer connection contract.

13.4 Life support equipment

We must not disconnect your premises if they are registered as having life support equipment, except:

(a) in an emergency; or

(b) when notified of a planned interruption by the distributor and we give you notice under the energy laws.

14. RECONNECTION AFTER DISCONNECTION

(a) We must arrange for the reconnection of your premises as soon as practicable and no later than 2 business days 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 to the extent that we are permitted to charge under the energy laws (if requested).

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

(c) If we disconnect the premises where we did not have a right to do so, we must reconnect the premises as soon as possible and without charge.

(d) If your premises are in Victoria:

(i) if you apply for a Utility Relief Grant within 10 business days of disconnection, you are taken to have rectified the non-payment that led to the disconnection; and

(ii) we will arrange for the reconnection of your premises within the

timeframes required by the Energy Retail Code of Practice, which are generally the same day where you ask us before 3.00pm on a business day and otherwise the next business day (or the same day, if you ask us before 9.00pm and pay any applicable after-hours charge), and within 2 hours (using best endeavours) where reconnection can be performed remotely.

15. WRONGFUL AND ILLEGAL USE OF ENERGY

15.1 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 at your premises except as 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 under this contract and energy laws; or

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

15.2 Consequences for wrongful or illegal use

If you do not comply with clause 15.1 above, we may, under the energy laws take any of these actions:

(a) estimate the amount of energy obtained wrongfully or illegally and take debt recovery action against you for that amount; and

(b) undertake (or agree that you undertake) any necessary rectification work at your cost; and

(c) arrange for the immediate disconnection of the premises.

16. NOTICES AND BILLS

(a) Notices and bills under this contract will be sent electronically, unless this contract or the Rules say otherwise, or the parties otherwise agree.

(b) 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.

(c) 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.

17. PRIVACY AND DATA

17.1 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.

17.2 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.

18. COMPLAINTS AND DISPUTE RESOLUTION

18.1 Complaints

(a) If you have a query, complaint or dispute, you may contact us and we are obliged to handle the complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website or provided on request.

(b) If you have any enquiry, complaint or dispute please contact our customer service team at support@Microgridpower.com.au

18.2 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 procedure 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 may refer the complaint to the Energy and Water Ombudsman in your state.

19. FORCE MAJEURE

19.1 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.

19.2 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 provide the necessary information by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

19.3 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.

19.4 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.

20. APPLICABLE LAW

The laws of the state where your premises is located govern this contract.

21. CONTINUITY OF SUPPLY

We will notify you and the AER immediately if we are (or expect to be) disconnected, or there is any likelihood we cannot continue supplying energy. If we stop supplying you energy, this contract will end and you will not be charged a termination fee. We will provide your relevant information (including your name, billing address and metering identifier) to the entity appointed to continue your energy supply.

22. VARYING THIS CONTRACT

(a) We can vary the benefits that apply to you under this Contract where:

(i) we give you 20 to 40 business days' notice of the variation; and

(ii) you accept the change by not terminating this Contract.

(b) We may vary this Contract with your consent.

(c) We may also vary this Agreement by notice to you if we need to do so to comply with the energy laws, or if otherwise permitted by the energy laws.

(d) If we vary this Contract by way of a benefit change, we will give you a benefit change notice as required by the energy laws and, after the benefit change date, we will not charge you an energy rate that is higher than our standing offer prices.

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 failing to comply with this contract.

DEFINTIONS

Additional retail charge means any allowable charge by a retailer for electricity.

AER means the Australian Energy Regulator;

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 Plan Information Documents;

business day means a day other than a Saturday, a Sunday or a public holiday;

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

Day means calendar day;

Disclosure Statement means the document attached to this contract containing details and information about your rights relating to the purchase of electricity from us;

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

embedded network means a privately owned and operated electricity distribution system that is connected to the wider distribution system by way of a single connection point;

embedded network commodity means, for premises in New South Wales, energy, hot water or centralised air-conditioning supplied through an embedded network;

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 national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules, including, for premises in Victoria, the Victorian energy laws;

energy payment means any payment or credit by us to you for products or services provided by you to us under this contract, for example under a feed-in arrangement or a demand reduction arrangement;

Energy Retail Code of Practice means the Energy Retail Code of Practice made by the Essential Services Commission under the Essential Services Commission Act 2001 (Vic), as amended or replaced from time to time;

Essential Services Commission means the Essential Services Commission of Victoria established under the Essential Services Commission Act 2001 (Vic);

exempt person means a person who is exempted by the AER from the requirement to hold a retailer authorisation under the National Energy Retail Law or, for premises in Victoria, a person who is exempt from the requirement to hold a licence under the Electricity Industry Act 2000 (Vic) by operation of the General Exemption Order;

fixed price period contract means a market retail contract that provides that the retailer will not increase tariffs or reduce energy payments for a period of time expressed in relation to the contract start date;

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

General Exemption Order means the General Exemption Order 2022 made under section 17 of the Electricity Industry Act 2000 (Vic), as amended from time to time;

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

hardship customer has the meaning given in the National Energy Retail Law;

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

life support equipment means any of the following:

(a) an oxygen concentrator;

(b) an intermittent peritoneal dialysis machine;

(c) a kidney dialysis machine;

(d) a chronic positive airways pressure respirator;

(e) crigler najjar syndrome phototherapy equipment;

(f) a ventilator for life support;

(g) in relation to a particular customer—any other equipment that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support or otherwise where the customer provides a current medical certificate certifying that a person residing at the customer's premises has a medical condition which requires continued supply of electricity;

For premises in Victoria, life support equipment instead has the meaning given by section 40SA of the Electricity Industry Act 2000 (Vic). That definition includes the equipment listed in paragraphs (a) to (f) above, any other equipment requiring electricity that a registered medical practitioner certifies is required for a life support resident, and any other equipment specified for the purposes of that definition in the Energy Retail Code of Practice, which extends the definition to equipment (whether fuelled by electricity or gas) that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support;

Plan Information Documents means the documents attached to this contract containing details and information about your energy plan, including pricing and billing information.

planned interruption means an interruption of the supply of energy for the planned maintenance, repair or augmentation of either the distribution system or the embedded network distribution system, including planned or routine maintenance of metering equipment, or the installation of a new connection or a connection alteration;

relevant authority means any person or body with 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 a person who holds a retailer authorisation under the National Energy Retail Law or, for premises in Victoria, a licence under the Electricity Industry Act 2000 (Vic) to sell energy to customers;

small customer is defined in the energy laws and includes:

(a) any residential customer; and

(b) any small business customer that consumes energy at a level less than the threshold as defined in the relevant jurisdiction's energy laws from time to time.

supply start date means the date that we start supplying you with energy;

Victorian Default Offer means the Victorian default offer prices determined by the Essential Services Commission under the Order in Council made under section 13 of the Electricity Industry Act 2000 (Vic);

Victorian energy laws means the Electricity Industry Act 2000 (Vic), the Essential Services Commission Act 2001 (Vic), the General Exemption Order, the Energy Retail Code of Practice and the other Victorian laws and instruments regulating the sale and supply of energy, in each case as they apply to us as an exempt person.