

ELECTRICITY RETAIL CONTRACT TERMS AND CONDITIONS FOR LARGE CUSTOMERS

Momentum Energy Pty Ltd ABN 42 100 569 159 of Level 13, 628 Bourke Street Melbourne Vic 3000 (**Momentum**) and the Customer have entered into a retail contract for the sale of electricity.

These Electricity Retail Contract Terms and Conditions for Large Customers (**Electricity Terms and Conditions**) form part of the Contract between the Customer and Momentum and set out the general terms and conditions of the Contract.

THE CONTRACT

1. Parts of the Contract

1.1 The Contract between the Customer and Momentum is made up of the following documents:

- (a) these Electricity Terms and Conditions;
- (b) the Details;
- (c) any Special Terms;
- (d) the Acceptance; and
- (e) any other documents incorporated into this Contract by express reference.

2. The agreement

2.1 Momentum will sell electricity to the Customer, and the Customer will purchase electricity from Momentum and accept the supply of electricity, at the Customer's Supply Address in accordance with this Contract.

2.2 If Momentum is not already the retailer for any of the Customer's Supply Addresses, the Customer acknowledges that the Customer is choosing Momentum as the Customer's electricity retailer and the Customer gives the Customer's explicit informed consent to that Supply Address being transferred to Momentum.

3. Aggregation for Large Customer thresholds

3.1 By entering into this Contract, the Customer gives its explicit informed consent that:

- (a) if the Customer consumes less than, or is classified by the Distributor as consuming less than, the Large Customer Threshold at a business Supply Address in any Jurisdiction to which the NERL applies, then:
 - (i) that Supply Address may be treated as aggregated with other business Supply Addresses located in the relevant Jurisdiction for the purposes of the NERL and the NERR; and
 - (ii) accordingly, any provisions of the NERL and the NERR which may be excluded by agreement (including Part 2 of the NERL (other than Division 12), Division 3 of Part 1 and Part 2 of the NERR) will not apply to this Contract; and

- (b) if the Customer consumes less than, or is classified by the Distributor as consuming less than, the Large Customer Threshold at any business Supply Address located in Queensland, then:

- (i) that Supply Address may be treated as aggregated with other business Supply Addresses located in Queensland for the purposes of the Queensland Code; and
- (ii) accordingly, any provisions of the Queensland Code which may be excluded by agreement (including Chapters 4 and 7) will not apply to this Contract.

COMMENCEMENT OF CONTRACT

4. When the Contract commences

4.1 The Contract is legally binding and so commences from the date Momentum receives the Customer's signed Acceptance. The Customer's signed Acceptance must be provided to Momentum on or before any offer expiry date specified in the Details.

4.2 However, the sale of electricity for a Supply Address under this Contract will not commence until the Supply Term Start Date for that Supply Address.

5. Credit check

5.1 The Customer agrees to Momentum:

- (a) obtaining Personal Information or any other information in relation to the Customer's commercial credit standing or commercial dealings (including default information) from a business that provides such information; and
- (b) using such information for the purpose of conducting a credit assessment of the Customer or for the purpose of collecting overdue payments in relation to commercial credit,

prior to Momentum starting to sell electricity to the Customer or at any time during this Contract, in accordance with Momentum's Privacy Statement (a copy of which the Customer acknowledges having received).

5.2 If before the Supply Term Start Date (or if there are multiple Supply Term Start Dates, the first of them):

- (a) Momentum decides that it is not satisfied with information supplied by or about the Customer or with the Customer's credit standing; and
- (b) Momentum requests the Customer to provide Security under clause 28 and the Customer fails to comply with that clause,

Momentum may terminate the Contract by giving notice to the Customer, in which case the Contract will end on the date specified in the notice, and may charge the Customer an early termination fee calculated in accordance with clause 46.

COMMENCEMENT OF SALE OF ELECTRICITY

6. Preconditions to the sale of electricity

6.1 The conditions that must be satisfied before the commencement of the sale of electricity to a Supply Address under this Contract are that:

- (a) the Supply Address is connected to the relevant distribution system;
- (b) there is a connection contract in place between the Customer and the relevant Distributor for the Supply Address;
- (c) all relevant connection infrastructure required to supply electricity to the Supply Address up to the Expected Electricity Consumption (as it applies to that Supply Address) is installed and, if required, has been upgraded;
- (d) all relevant metering equipment is installed at the Supply Address and, if required, has been upgraded, Metering Services Providers have been engaged and there is safe and unobstructed access to the metering equipment;
- (e) the Customer has provided to Momentum any credit history information if required by Momentum and Momentum is satisfied that the Customer has an adequate credit rating or is otherwise able to meet the Customer's payment obligations under this Contract;
- (f) the Customer has provided Momentum with any Security required by Momentum under clause 28;
- (g) the Customer has paid to Momentum any outstanding amount which the Customer owes to Momentum and which Momentum requires to be paid before sale of electricity commences under this Contract;
- (h) Momentum is satisfied that the Customer is a Large Customer; and
- (i) any other preconditions notified to the Customer by Momentum or the Distributor are satisfied.

7. Supply Term

7.1 Momentum's obligation to sell the Customer electricity at a Supply Address:

- (a) starts on the Supply Term Start Date; and
- (b) ends on the Supply Term End Date.

7.2 The period from the Supply Term Start Date to the Supply Term End Date (inclusive) is the **Supply Term**.

7.3 If this Contract is for multiple Supply Addresses:

- (a) there may be more than one Supply Term Start Date (for example, if the date Momentum becomes Responsible for each Supply Address is different); and

- (b) the Supply Term End Date will be the same for all Supply Addresses (including for any Supply Address added under clause 47), unless the Supply Term is terminated early with respect to any particular Supply Address.

7.4 If the Customer is not an existing customer of Momentum's at a Supply Address, Momentum will use reasonable endeavours to facilitate the transfer of the Supply Address to Momentum, so that Momentum is Responsible for the Supply Address, on or as soon as practicable after the Proposed Start Date, once all the preconditions in clause 6 are satisfied (or waived by Momentum). Momentum is not liable for any delays in effecting the transfer or any early termination fees, special meter read fees or other amounts the Customer must pay the retailer from whom the Customer is transferring.

7.5 If the Supply Term Start Date occurs before all the preconditions in clause 6 are satisfied, Momentum may still require those conditions to be satisfied after the Supply Term Start Date. Any waiver of the preconditions by Momentum:

- (a) will be taken to be only a waiver of Momentum's rights to have those preconditions satisfied before the Supply Term Start Date; and
- (b) will not be taken to be a waiver of Momentum's rights to have those preconditions satisfied at all,

unless Momentum expressly states otherwise.

7.6 The end of the Supply Term does not, of itself, automatically end the Contract. (For example, clause 8 may apply.)

8. Electricity consumed after the Supply Term

8.1 If after the end of the Supply Term:

- (a) the Customer or another person continues to consume electricity at a Supply Address;
- (b) Momentum continues to be Responsible for the Supply Address; and
- (c) Momentum has not entered into a new contract for the Supply Address (with the Customer or another person) under which sale of electricity to the Supply Address has commenced,

the Customer will be responsible, in accordance with clause 8.2, for all Charges in relation to electricity consumed at the Supply Address from the day after the Supply Term End Date until the Final End Date.

8.2 For the purpose of clause 8.1 (and subject to clause 8.3), any electricity sold between the Supply Term End Date and the Final End Date will be on the same terms as this Contract (including any Charges that applied as at the Supply Term End Date) other than that:

- (a) the Charges may be varied by Momentum at any time upon notice to the Customer;
- (b) for Unbundled Pricing Supply Addresses:

(i) the applicable Consumption Rates will be the higher of:

- (A) the spot price for electricity in the National Electricity Market; and
- (B) Momentum's default rates for Unbundled Pricing Supply Addresses for the relevant Region, as published on Momentum's website from time to time, and in the absence of any such publication the Consumption Rates that applied as at the Supply Term End Date,

at each trading interval in the National Electricity Market; and

(ii) the applicable Environmental Rates will be Momentum's default Environmental Rates as published on Momentum's website from time to time, and in the absence of any such publication will be the Environmental Rates that applied as at the Supply Term End Date;

(c) for Bundled Pricing Supply Addresses, the applicable Consumption Rates and Daily Charges will be Momentum's default rates for Bundled Pricing Supply Addresses for the relevant Region, as published on Momentum's website from time to time, and in the absence of any such publication will be applicable Consumption Rates and Daily Charges that applied as at the Supply Term End Date;

(d) provisions expressed to apply only during the Supply Term will not apply; and

(e) any Special Terms notified by Momentum as not applying after the Supply Term End Date will not apply.

8.3 Nothing in clause 8.1 requires Momentum to sell electricity to the Customer after the end of the Supply Term.

9. Large Customer warranty

9.1 The Customer warrants that the Customer is, and will remain at all times during the Supply Term, a Large Customer for each Jurisdiction at which there is a Supply Address under this Contract.

9.2 The Customer must advise Momentum promptly if the Customer ceases to be a Large Customer for a Jurisdiction or if the Customer anticipates that the Customer will cease to be a Large Customer for a Jurisdiction.

9.3 If the Customer is in breach of the warranty in clause 9.1, or Momentum reasonably believes that the Customer will breach that warranty reasonably soon:

(a) Momentum may give the Customer notice that the Supply Term for one or more

Supply Addresses is terminated, in accordance with clause 45.1(c);

(b) Momentum may give the Customer notice that in place of this Contract (but without prejudice to any remedies for prior breach of this Contract), a Small Customer Contract will instead apply to one or more Supply Addresses, in which case the Customer gives the Customer's explicit informed consent to entering into such a contract with Momentum;

(c) Momentum may, if possible, take steps to transfer Responsibility for the relevant Supply Address to the retailer who was Responsible for the Supply Address immediately prior to the commencement of this Contract; and/or

(d) Momentum may, if permitted by the Regulatory Instruments, disconnect one or more Supply Addresses.

RATES AND CHARGES

10. Charges – Unbundled

10.1 This clause 10 applies to Unbundled Pricing Supply Addresses.

10.2 The Customer must pay Momentum for the Charges, being:

(a) Energy Charges, being:

- (i) Consumption Charges; and
- (ii) Daily Charges;

(b) Pass Through Charges, being:

- (i) Network Charges; and
- (ii) Market and Regulatory Charges;

(c) Metering Charges;

(d) Environmental Charges;

(e) Additional Consumption Charges (if applicable);

(f) the Minimum Consumption Charges (if applicable); and

(g) any other amounts contemplated or permitted by this Contract.

11. Charges – Bundled

11.1 This clause 11 applies to Bundled Pricing Supply Addresses.

11.2 The Customer must pay Momentum for the Charges, being:

(a) Energy Charges, being:

- (i) Consumption Charges; and
- (ii) Daily Charges;

- (b) Additional Consumption Charges (if applicable); multiplied by the applicable Peak Rate for that Supply Address;
- (c) the Minimum Consumption Charges (if applicable); (b) the Consumption Quantity during Network Shoulder Periods (if any) during that Billing Period multiplied by the applicable Shoulder Rate (if any) for that Supply Address; and
- (d) any applicable connection, disconnection or reconnection fees (which may include a disconnection fee after the Customer has moved out of a Supply Address); (c) the Consumption Quantity during Network Off Peak Periods during that Billing Period multiplied by the applicable Off Peak Rate for that Supply Address;
- (e) additional costs related to the Customer's meter that are incurred under clause 34.2 or at the Customer's request or due to the Customer's act or omission, such as fees for a special meter read, installation of a new meter or metering equipment or meter repair (but not including a scheduled meter read or any meter repair or installation as a result of a faulty meter where the Customer was not responsible for causing the fault); 12.3 Consumption Charges during a Billing Period for a Bundled Pricing Supply Address for which only Peak Rates (but not Shoulder Rates or Off Peak Rates) are specified in the Details will be calculated by multiplying the Consumption Quantity for all times of day during that Billing Period by the applicable Peak Rate for that Supply Address.
- (f) any charges related to CT/VT Testing and/or an Enhanced Site Inspection under 36.3; 12.4 Where the Details specify more than one Peak Rate and a Step Limit for a Bundled Pricing Supply Address:
- (g) any demand charges imposed by the Distributor; (a) the rate specified as "Peak" or "Peak – step 1" will apply to the Consumption Quantity up to and including the first number of kilowatt hours during that Billing Period corresponding to the Step Limit;
- (h) any other fees or charges imposed by the Distributor or the Metering Services Provider due to something specific to the Customer's needs (not including ordinary charges for use of the networks); and (b) the rate specified as "Peak 2" or "Peak – step 2" will apply to the Consumption Quantity above the amount in clause 12.4(a) and up to and including the next number of kilowatt hours during that Billing Period corresponding to the Step Limit, and so forth for subsequent Peak Rates and Consumption Quantities specified in the Details (if any) within the Billing Period.
- (i) any other amounts contemplated or permitted by this Contract.
- 12. Consumption Charges**
- 12.1 Consumption Charges during a Billing Period for an Unbundled Pricing Supply Address will be calculated as the sum of the following:
- (a) the Consumption Quantity during Unbundled Pricing Peak Periods during that Billing Period multiplied by the applicable Peak Rate and by the applicable Loss Factors for that Supply Address;
- (b) the Consumption Quantity during Unbundled Pricing Shoulder Periods (if any) during that Billing Period multiplied by the applicable Shoulder Rate (if any) and by the applicable Loss Factors for that Supply Address and
- (c) the Consumption Quantity during Unbundled Pricing Off Peak Periods during that Billing Period multiplied by the applicable Off Peak Rate and by the applicable Loss Factors for that Supply Address.
- 12.2 Consumption Charges during a Billing Period for a Bundled Pricing Supply Address for which Peak Rates and Off Peak Rates (and, if applicable, Shoulder Rates) are specified in the Details will be calculated as the sum of:
- (a) the Consumption Quantity during Network Peak Periods during that Billing Period multiplied by the applicable Peak Rate for that Supply Address; and
- (b) the Consumption Quantity during Network Shoulder Periods (if any) during that Billing Period multiplied by the applicable Shoulder Rate (if any) for that Supply Address; and
- (c) the Consumption Quantity during Network Off Peak Periods during that Billing Period multiplied by the applicable Off Peak Rate for that Supply Address.
- 12.3 Consumption Charges during a Billing Period for a Bundled Pricing Supply Address for which only Peak Rates (but not Shoulder Rates or Off Peak Rates) are specified in the Details will be calculated by multiplying the Consumption Quantity for all times of day during that Billing Period by the applicable Peak Rate for that Supply Address.
- 12.4 Where the Details specify more than one Peak Rate and a Step Limit for a Bundled Pricing Supply Address:
- (a) the rate specified as "Peak" or "Peak – step 1" will apply to the Consumption Quantity up to and including the first number of kilowatt hours during that Billing Period corresponding to the Step Limit;
- (b) the rate specified as "Peak 2" or "Peak – step 2" will apply to the Consumption Quantity above the amount in clause 12.4(a) and up to and including the next number of kilowatt hours during that Billing Period corresponding to the Step Limit, and so forth for subsequent Peak Rates and Consumption Quantities specified in the Details (if any) within the Billing Period.
- 12.5 For the purposes of clause 12.4:
- (a) the Consumption Quantity referred to in clause 12.4 will apply:
- (i) during Network Peak Periods and Network Shoulder Periods only (if Off Peak Rates also apply to the Supply Address); or
- (ii) during all periods (if only Peak Rates apply to the Supply Address); and
- (b) if the Step Limit is expressed in the Details in kWh/month, or kWh/quarter, it applies to the relevant Billing Period by:
- (i) converting the amount per month or quarter (as applicable) into a daily amount; and
- (ii) multiplying that daily amount by the number of days in the Billing Period to derive an amount per Billing Period,
- or as otherwise calculated by the Distributor.
- 12.6 The applicable Consumption Rates will not be varied on the basis of a force majeure event affecting an

electricity generator or as a result of changes to electricity prices in the National Electricity Market (including if the Market Price Cap or the Market Floor Price are reached or changed).

13. Pass Through Charges – Unbundled

13.1 This clause 13 applies to Unbundled Pricing Supply Addresses.

13.2 Momentum may charge the Customer for Pass Through Charges during a Billing Period:

- (a) the amount which Momentum incurs in respect of those charges;
- (b) Momentum's reasonable estimation of Momentum's costs in respect of those matters (where those costs are not known in advance); and/or
- (c) Momentum's reasonable allocation of those costs across Momentum's customers (where those costs are incurred in respect of multiple customers or Supply Addresses).

13.3 For the purposes of clause 13.2, a cost or amount incurred by Momentum is taken to include a cost passed through to Momentum.

14. Environmental Charges – Unbundled

14.1 This clause 14 applies to Unbundled Pricing Supply Addresses.

14.2 The terms and conditions set out in the Environmental Rates Schedule also apply in relation to Environmental Charges. This clause 14.2 only applies in respect of the supply of electricity during the Supply Term.

14.3 The Environmental Charges during a Billing Period for a Supply Address are calculated by multiplying the Consumption Quantity during that Billing Period in the Jurisdiction to which the relevant Environmental Scheme applies by the relevant Environmental Rates and by the applicable Loss Factors for that Supply Address.

14.4 This clause 14 will not apply in respect of any Environmental Scheme and Supply Address if or to the extent that:

- (a) Momentum's acquisitions of electricity for supply to the Customer at the Supply Address are exempt from liability under the relevant Environmental Scheme;
- (b) the Customer provides to Momentum all certificates and other evidence reasonably required by Momentum in order for Momentum to claim the exemption under the relevant Environmental Scheme; and
- (c) any such certificates and other evidence are accepted by Momentum. Momentum will accept them provided that they are received by Momentum in sufficient time, having regard to Momentum's compliance and trading requirements.

14.5 This clause 14 will not apply in respect of any Environmental Scheme if all of the following occur:

- (a) that Environmental Scheme is abolished;
- (b) that Environmental Scheme no longer applies to Momentum; and
- (c) costs and charges associated with the Environmental Scheme are no longer incurred by or passed through to Momentum.

15. GreenPower

15.1 If a GreenPower Schedule is included in this Contract at the commencement date of this Contract, the terms of the GreenPower Schedule apply and form part of this Contract on and from that date.

15.2 If the Customer requests Momentum's GreenPower product for all or part of the Customer's electricity consumption after the commencement date of this Contract, the parties may agree to vary this Contract by including a GreenPower Schedule.

16. Variation of the rates and charges

16.1 If the information the Customer gave Momentum about the Customer's meter is incorrect or does not properly reflect the meter or metering services required by the applicable Regulatory Instruments at the Customer's Supply Address, Momentum may vary the Charges to reflect these matters.

16.2 If the date that Momentum becomes Responsible for the Supply Address is more than 60 days after the Proposed Start Date and the delay is not the result of a negligent act or omission of Momentum, Momentum may vary the Charges applicable to that Supply Address to account for changes in Momentum's costs as a result of that delay.

16.3 For Bundled Pricing Supply Addresses, Momentum may vary the Charges to reflect any changes in the Pass Through Costs (being changes from either actual or estimated levels), to reflect any new Pass Through Costs or to allow Momentum to fully recover its Pass Through Costs (including by adopting the principles in clauses 13.2 and 13.3).

16.4 If, after the Offer Issue Date stated in the Details:

- (a) a new Tax is imposed or the basis for imposing or calculating any Tax changes; or
- (b) Momentum incurs any liability, cost or reduction in benefit due to or arising from the introduction of a new law or Regulatory Instrument, a change to a law or Regulatory Instrument or a change to the interpretation of a law or Regulatory Instrument,

and Momentum reasonably determines that there is any increase in the direct or indirect cost to Momentum of purchasing or selling electricity to the Customer's Supply Address, then Momentum may, at Momentum's discretion, impose such additional amounts, or vary any of the Charges, as Momentum considers necessary to recover the increase in Momentum's costs (including by adopting the principles in clauses 13.2 and 13.3).

- 16.5 If Momentum imposes any additional amount or varies any Charges under this clause 16, Momentum will give the Customer notice of the additional amount or variation.
- 16.6 If a Supply Address is or becomes part of an embedded network (whether at the "gate" to the embedded network or at premises within the embedded network):
- the Customer must notify Momentum of this (including providing all relevant details);
 - Momentum may charge an administration fee for that Supply Address, in an amount determined by Momentum in its discretion; and
 - Momentum may terminate the Supply Term with respect to that Supply Address at any time (regardless of whether the Customer has given notice under clause 16.6(a)).
- 16.7 If any of the rates or charges vary during a Billing Period and metering data for a Supply Address is not available on a daily basis, Momentum will calculate the Consumption Quantities before and after the variation on a proportionate basis.
- 17. Material change in electricity consumption**
- 17.1 Momentum set the initial Consumption Rates based on historical information, information the Customer gave Momentum, or which was otherwise available to Momentum, about electricity consumed at the Customer's Supply Address. That information is recorded in the Details for the relevant Region within which the Supply Address is located (or, if not set out in the Details, as determined by Momentum) and is referred to as **Expected Electricity Consumption**. The Expected Electricity Consumption is expressed in the Details as an amount in kWh per annum that is expected to be consumed during peak periods, shoulder periods (if applicable) and off peak periods, and may also be expressed in the aggregate. Any reference to peak periods, shoulder periods and off peak periods in relation to the Expected Electricity Consumption may not correspond to equivalent periods which apply under this Contract.
- 17.2 The Customer must notify Momentum as soon as possible of any material change or likely material change in Expected Electricity Consumption (including in the total amount or the peak, shoulder or off peak portions) within any Region to which the Contract relates.
- 17.3 The Expected Electricity Consumption will be pro-rated for any Supply Year which is not a full 12 month period. If there are differences between Supply Years for different Supply Addresses, Momentum may use estimates in its pro-rata calculations.
- 17.4 In addition to the Customer's obligations under clause 17.2, the Customer must use its best endeavours to give Momentum at least 30 Business Days' notice of any period during which:
- a Supply Address will be shut down; or
 - the Customer expects that its annual or daily consumption of electricity will be materially higher or lower than is generally the case.
- 17.5 Any notice given by the Customer under clause 17.4:
- must include details regarding the length of the relevant period and, in the case of clause 17.4(b), the quantity of electricity the Customer expects to consume; and
 - will not have any effect on the calculations and charges under clause 18 (Additional Consumption Charge) and/or clause 19 (Minimum Consumption Charge).
- 18. Additional Consumption Charge**
- 18.1 This clause 18 applies during the Supply Term.
- For each Region and Supply Year which has a Flex Percentage specified in the Details the Additional Consumption Charge for that Supply Year and Region will be calculated in accordance with clauses 18.2 to 18.5.
 - If a Region has no Flex Percentage; or "N/A" specified as the Flex Percentage in the Details for a Supply Year, the Additional Consumption Charge for that Supply Year and Region is \$0.00.
- 18.2 If in any Supply Year the aggregate Consumption Quantity across all Supply Addresses within a particular Region exceeds the aggregate Expected Electricity Consumption per year for that Region by more than the corresponding Flex Percentage (the difference being the **Excess Consumption Quantity**), then Momentum may charge the Customer an additional amount calculated in accordance with clause 18.4 (**Additional Consumption Charge**).
- 18.3 The Additional Consumption Rates for a Supply Year and for a Region are calculated as:
- for peak periods, the average AEMO peak spot price for that Supply Year in that Region less the Peak Rate. If this value is negative, then it will be deemed to be zero;
 - for shoulder periods (if applicable), the average AEMO shoulder spot price for that Supply Year in that Region less the Shoulder Rate. If this value is negative, then it will be deemed to be zero; and
 - for off peak periods, the average AEMO offpeak spot price for that Supply Year in that Region less the Off Peak Rate. If this value is negative, then it will be deemed to be zero.

(Additional Consumption Rates)

18.4 The Additional Consumption Charge for a Supply Year and for a Region is calculated as the sum of:

- (a) the Excess Consumption Quantity during Unbundled Pricing Peak Periods during that Billing Period multiplied by the Additional Consumption Rate for peak periods and by the applicable Loss Factors for that Supply Address;
- (b) the Excess Consumption Quantity during Unbundled Pricing Shoulder Periods (if any) during that Billing Period multiplied by the Additional Consumption Rate for shoulder periods and by the applicable Loss Factors for that Supply Address;
- (c) the Excess Consumption Quantity during Unbundled Pricing Off Peak Periods during that Billing Period multiplied by the Additional Consumption Rate for off peak periods and by the applicable Loss Factors for that Supply Address; and
- (d) 15% of the Environmental Charges otherwise payable in respect of the Excess Consumption Quantity for that Supply Year and Region.

18.5 For the purposes of clause 18.4(d), the Environmental Charges otherwise payable in respect of the Excess Consumption Quantity for that Supply Year and Region will be calculated by multiplying the Excess Consumption Quantity by the relevant Environmental Rates (determined in accordance with clause 14) and by the applicable Loss Factors.

19. Minimum Consumption Charge

19.1 This clause 19.1 applies during the Supply Term.

- (a) For each Region and Supply Year which has a Flex Percentage specified in the Details the Minimum Consumption Charge for that Supply Year and Region will be calculated in accordance with clauses 19.2 to 19.6.
- (b) If a Region has no Flex Percentage; or "N/A" specified as the Flex Percentage in the Details for a Supply Year, the Minimum Consumption Charge for that Supply Year and Region is \$0.00.

19.2 If in any Supply Year the aggregate Consumption Quantity across all Supply Addresses within a particular Region is less than the aggregate Expected Electricity Consumption per year for that Region by more than the corresponding Flex Percentage (the difference being the **Under Consumption Quantity**), then Momentum may charge the Customer an additional amount calculated in accordance with clause 19.4 (**Minimum Consumption Charge**).

19.3 The Minimum Consumption Rates for a Supply Year and for a Region are calculated as:

- (a) for peak periods, the Peak Rate less the average AEMO peak spot price for that

Supply Year in that Region. If this value is negative, then it will be deemed to be zero;

- (b) for shoulder periods (if applicable), the Shoulder Rate less the average AEMO shoulder spot price for that Supply Year in that Region. If this value is negative, then it will be deemed to be zero; and
- (c) for off peak periods, the Off Peak Rate less the average AEMO off peak spot price for that Supply Year in that Region. If this value is negative, then it will be deemed to be zero

(Minimum Consumption Rates)

19.4 The Minimum Consumption Charge payable in respect of the Under Consumption Quantity for a Supply Year and for a Region is calculated as the sum of:

- (a) the Under Consumption Quantity during Unbundled Pricing Peak Periods during that Billing Period multiplied by the Minimum Consumption Rate for peak periods and by the applicable Loss Factors for that Supply Address;
- (b) the Under Consumption Quantity during Unbundled Pricing Shoulder Periods (if any) during that Billing Period multiplied by the Minimum Consumption Rate for shoulder periods and by the applicable Loss Factors for that Supply Address;
- (c) the Under Consumption Quantity during Unbundled Pricing Off Peak Periods during that Billing Period multiplied by the Minimum Consumption Rate for off peak periods and by the applicable Loss Factors for that Supply Address; and
- (d) the Under Consumption Quantity multiplied by the relevant Environmental Rates (determined in accordance with clause 14) and by the applicable Loss Factors.

19.5 If electricity is unable to be supplied to the Supply Address under this Contract:

- (a) as a result of an event under clause 32 affecting Momentum; or
- (b) due to an interruption to supply or otherwise under clause 31.3 for more than one day (other than where this is the result of an act or omission of the Customer);

then the aggregate Expected Electricity Consumption for the relevant Supply Year and Region will be reduced by the quantity of electricity that is unable to be supplied for the purposes of calculating the Minimum Consumption Charge. Peak, shoulder (if any) and off peak Expected Electricity Consumption listed in the Details will be reduced proportionally.

19.6 If an event under clause 32 affects the Customer, the Customer will not be relieved from the obligation to pay the Minimum Consumption Charge under this clause 19.

20. Provisions applicable to Additional Consumption Charge and Minimum Consumption Charge

- 20.1 Any amounts payable pursuant to clauses 18 and 19 are in addition to the Consumption Charges and Environmental Charges otherwise payable.
- 20.2 If shoulder Expected Electricity Consumption is set out in the Details but a Shoulder Rate is not specified in the Details, then for the purposes of clauses 18 and 19, the shoulder Expected Electricity Consumption will be treated as peak Expected Electricity Consumption.
- 20.3 For the purposes of applying clauses 18.3 to 18.5 and 19.3 to 19.5 to the Excess Consumption Quantity, that entire quantity will be treated as if it were consumed at Unbundled Pricing Supply Addresses.
- 20.4 Where the Environmental Rates or Consumption Rates vary during a Supply Year, the rates used for the purpose of the calculations in clauses 18.3, 18.5, 19.3 and 19.4(d) (as applicable) will be based upon the weighted average of the various rates that applied during the Supply Year; as determined by Momentum, acting reasonably;
- 20.5 For the purposes of the calculations in clauses 18.5 and 19.4(d):
- (a) to the extent that Momentum's acquisitions of electricity for supply to the Customer at the Supply Address are exempt from liability under the relevant Environmental Scheme and the conditions in clause 14.4 are satisfied, the Excess Consumption Quantity and the aggregate Expected Electricity Consumption respectively will be reduced by Momentum having regard to the extent of the exemption; and
 - (b) where the relevant Supply Year does not align with the relevant Compliance Year for an Environmental Scheme, the relevant Environmental Rate will be based upon a weighted average of the various Environmental Rates that applied during the relevant Supply Year for that Environmental Scheme.

21. Adding, substituting or removing Supply Addresses and impact on Expected Electricity Consumption

- 21.1 The Customer may request Momentum to add a new supply address into this Contract, either in substitution for an existing Supply Address or in addition to an existing Supply Address, where:
- (a) in the case of a substitution, the new supply address(es) is in the same Region as the existing Supply Address(es); and
 - (b) the aggregate expected electricity consumption for the new supply address(es) and any remaining Supply Address(es) in the Region is substantially the same as the aggregate Expected Electricity Consumption for the Region,

while leaving the Expected Electricity Consumption for the Region unchanged. Momentum will consider any such request and will notify the Customer of whether or not Momentum agrees to the request.

- 21.2 The parties may at any time agree to vary the information recorded in the Details for a Region other than under clause 21.1, including to add or remove Supply Addresses and to vary the Expected Electricity Consumption, but Momentum has no obligation to do so.
- 21.3 Where the Supply Term in respect of a Supply Address is terminated early, in circumstances where Momentum may charge an early termination fee under clause 46, but the Contract remains in place for other Supply Addresses, the Expected Electricity Consumption amounts recorded in the Details will be amended by Momentum to account for this. Momentum will notify the Customer of the revised amounts.

BILLING AND PAYMENT

22. Billing

- 22.1 Momentum will bill the Customer for the Charges in each Billing Period.
- 22.2 The Minimum Consumption Charges (if any) and the Additional Consumption Charges (if any) will be billed by Momentum the end of a Supply Year.
- 22.3 In addition to the Charges, a bill may include any adjustments or other amounts payable by the Customer in accordance with this Contract.

23. Contents of bills

- 23.1 The bill will include:
- (a) the amount the Customer must pay;
 - (b) the date payment is due;
 - (c) payment methods available; and
 - (d) any information required by Regulatory Instruments to be included.

24. Actual and estimated bills

- 24.1 Generally, Momentum will base each of the Customer's bills on a reading of the meter.
- 24.2 Where Momentum is unable to bill the Customer based on actual meter data, Momentum may provide the Customer with a bill based on an estimate of the electricity consumed at the Customer's Supply Address. These estimates will be made in accordance with the Regulatory Instruments, if any.
- 24.3 Momentum may also use estimated or substituted data where contemplated or not prohibited by the Regulatory Instruments.
- 24.4 Momentum will use its best endeavours to ensure that the Customer's meter is read at least once in any 12 month period.
- 24.5 If, having provided the Customer with:
- (a) an estimated bill; or

- (b) a bill that is based on actual meter data that is inaccurate (for example due to a faulty or improperly functioning meter or any component of the meter, or due to an error or mistake in relation to any component of the meter, including the current transformer),

Momentum later obtains a meter reading or more reliable data (including more reliable estimated or substituted data), Momentum will issue a billing adjustment on the Customer's next bill appropriately.

- 24.6 If the Customer causes an attempt to read the Customer's meter to be unsuccessful and the Customer asks Momentum to replace an estimated bill with a bill based on a meter reading, Momentum will do so and may impose an additional charge on the Customer accordingly.

25. Adjustments

- 25.1 If Momentum becomes aware that Momentum has overcharged the Customer, Momentum will credit the amount overcharged on the Customer's next bill or otherwise pay that amount to the Customer in accordance with the Customer's reasonable instructions.
- 25.2 If Momentum becomes aware that Momentum has undercharged the Customer, Momentum will bill the Customer for the shortfall as soon as Momentum has determined the amount undercharged.
- 25.3 Momentum may make adjustments under this clause 25 even if the Supply Term, or supply under the Contract, has ended.

26. Paying the Customer's bills

- 26.1 The Customer must pay a bill in full by the due date stated on the Customer's bill. This will be at least 14 days from the date of the bill.
- 26.2 If payment is due on a non-Business Day, the Customer may pay it on the next Business Day.
- 26.3 Unless Momentum is authorised to directly debit the Customer's account for payment of the bill, the Customer's bill will not be paid until Momentum receives the funds.
- 26.4 The Customer must also pay Momentum:
- (a) any merchant service fees Momentum incurs because of the payment method used by the Customer; and
 - (b) any costs imposed on Momentum if, due to fault on the Customer's part, payments the Customer makes to Momentum are dishonoured or reversed.

- 26.5 If a bill is not paid in full by the due date, Momentum may (subject to clause 27):

- (a) charge interest at the Westpac business overdraft rate plus 2%, calculated daily on any unpaid amount from the due date for payment until the amount due is actually received by Momentum;
- (b) draw on any Security under clause 28.2;

- (c) take steps against the Customer including legal proceedings to recover the overdue amount and Momentum's related costs; and/or

- (d) exercise remedies under clauses 39 (disconnection) or 45 (termination of the Supply Term).

27. Billing disputes

- 27.1 The Customer may ask Momentum to review a bill by providing Momentum with a notice of such a request before the due date stated on the bill. The notice must include the reason that the review is required and the disputed amount.

- 27.2 If the Customer asks Momentum to review a bill, the Customer must pay:

- (a) the undisputed portion of that bill; and
- (b) unless the bill contains a manifest error, 50% of the disputed portion of that bill,

by the due date of that bill, pending the outcome of Momentum's review under clause 27.3.

- 27.3 Momentum will review any disputed bill promptly. Where the bill is found to be incorrect, Momentum will adjust the bill.

- 27.4 For the purposes of clauses 26.5 and until the outcome of Momentum's review of the disputed bill, the Customer will be taken to have paid a bill in full by the due date if clause 27.2 applies and the Customer complies with that clause.

- 27.5 If, after a review by Momentum under clause 27.3, the Customer continues to dispute the bill:

- (a) clause 27.4 no longer applies, and accordingly, Momentum may exercise any of its rights under clause 26.5; and
- (b) clause 53 will apply.

- 27.6 If, following resolution of the dispute under clause 53, a party owes an amount to the other party, interest will be calculated on that amount under clause 26.5(a) back to the original due date.

28. Security

- 28.1 Momentum may at any time request that the Customer provides Momentum with Security in an amount reasonably determined by Momentum, having regard to the Customer's circumstances. The Customer must comply with any such request within 5 days.

28.2

- (a) Momentum may draw on any such Security if the Customer does not pay a bill by the stated due date (subject to clause 27).

- (b) If Momentum draws on any Security provided by the Customer in accordance with clause 28.2(a), the Customer must provide Momentum with further Security equal to the amount drawn on by Momentum within one Business Day of the time that

Momentum notifies the Customer it has drawn on the Security

28.3 Any cash deposit is not held on trust for the Customer and the Customer is not entitled to any interest on the deposit.

28.4 Momentum will release the Security on the later of:

- (a) the last Final End Date; and
- (b) the date on which all outstanding amounts owed to Momentum have been paid.

29. GST

29.1 In this Contract:

- (a) terms used in this clause 29 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;
- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 29; and
- (c) all consideration to be provided under any other provision of this Contract is exclusive of GST.

29.2 If GST is payable on a supply made by Momentum under or in connection with the Contract, the Customer must pay Momentum an additional amount equal to the amount of that GST at the same time as any other Charges are due for that supply. The bill to be issued to the Customer under clause 22 will be in the form of a tax invoice.

29.3 Notwithstanding clause 27, if the GST payable in relation to a supply made under or in connection with the Contract varies from the additional amount that the Customer paid to Momentum under clause 29.2, Momentum will provide the Customer with a corresponding refund or credit, or Momentum will be entitled to receive a payment from the Customer, equal to the amount of that variation. Any payment, credit or refund under this clause 29.3 is deemed to be a payment, credit or refund of the additional amount payable under clause 29.2.

CONNECTION AND ELECTRICITY SUPPLY

30. Connection of the Supply Address

30.1 If:

- (a) the Customer's Supply Address is not connected to the relevant distribution system in accordance with the Regulatory Instruments; or
- (b) connection infrastructure at the Customer's Supply Address is required to be installed or upgraded in accordance with clause 6.1(c),

the Customer is responsible for making arrangements with the Distributor for the provision of the relevant service in relation to the Customer's

Supply Address in accordance with the Regulatory Instruments.

30.2 If the Customer requests Momentum to arrange for either of the matters in clause 30.1 on the Customer's behalf, Momentum may, at its discretion, agree to do so, in which case Momentum and the Customer will enter into a separate agreement under which Momentum will use reasonable endeavours to arrange for the Distributor to provide the relevant service in relation to the Customer's Supply Address as contemplated under clause 30.1.

30.3 If Momentum and the Customer enter into an agreement under clause 30.2, the Customer must pay Momentum all charges and fees levied by the Distributor and Momentum in relation to the relevant services, in accordance with that agreement.

30.4 If the Customer arranges for the connection of the Customer's Supply Address or the installation or upgrading of connection infrastructure at the Customer's Supply Address:

- (a) the Customer may have to pay the charges for the relevant service, levied on the Customer directly by the Distributor; and
- (b) the Customer must ensure that the connection is complete or the connection infrastructure is installed by the Proposed Start Date.

30.5 The Customer must ensure that a current connection contract with the Distributor exists for the Supply Address at all times during the Supply Term.

31. Responsibility of the Distributor

31.1 The Distributor is responsible for the connection of the Customer's Supply Address to the distribution system, the maintenance of that connection, the physical supply of electricity to the Customer's Supply Address and for the reliability and quality of the electricity supplied.

31.2 As the Customer's electricity retailer, Momentum has no control over the supply of electricity. The supply of electricity may be subject to matters such as variations in voltage and frequency and may contain voltage surges which may cause damage to the Customer's equipment.

31.3 The Distributor may disconnect, interrupt or reduce the supply of electricity to the Customer's Supply Address, including in an emergency, where it is directed to do so by a Government Agency and in accordance with the Regulatory Instruments. The Customer must comply with any such action or direction by the Distributor.

31.4 Momentum is unable to and does not guarantee, or make any representation about, the quality and continuity of the supply of electricity or the condition, suitability or safety of the electricity supplied. To the extent permitted by law, Momentum is not liable to the Customer on any basis in connection with any of the matters mentioned in clause 31.

32. Force majeure

32.1 Any obligation under the Contract, (other than an obligation to pay money) which cannot be satisfied

because of an event outside Momentum's or the Customer's control (as the case may be) will be suspended.

- 32.2 If such an event occurs, the affected party will promptly notify the other party and use reasonable endeavours to remove, overcome or minimise the effects of the event (although the affected party need not settle any industrial dispute unfavourably to it).
- 32.3 If Momentum is the affected party and the event continues for a 6 month continuous period, Momentum may terminate the Supply Term for one or all of the Supply Addresses under this Contract in accordance with clause 45.1(f).

METERING

33. Metering Services Providers

- 33.1 Momentum will ensure that, by the Proposed Start Date, one or more Metering Services Providers are engaged by the Responsible Person to provide Meter Provision Services and Metering Data Services, in accordance with the National Electricity Rules.
- 33.2 Clauses 33.3 to 33.8 only apply in relation to Unbundled Pricing Supply Addresses.
- 33.3 If the Metering Charges specified in the Details are based on the charges under a direct metering agreement between the Customer and a Metering Services Provider(s) who is named in the Details as the Metering Services Provider(s):
- Momentum will use reasonable endeavours to ensure that that Metering Services Provider(s) is engaged by the Responsible Person by the Proposed Start Date;
 - the Metering Charges specified apply from the Supply Term Start Date until the date specified in clause 33.8; and
 - clauses 33.7(d) to 33.7(f) apply.
- 33.4 If, after the commencement date of this Contract, the Customer wishes to choose the Customer's Metering Services Provider(s) and directly enter into arrangements with them, the Customer must:
- choose a Metering Services Provider(s) from Momentum's preferred vendor list which Momentum will provide to the Customer at the Customer's request; and
 - notify Momentum of this as soon as practicable after entering into such arrangements and provide all relevant details including the prices under that arrangement.
- 33.5 If clause 33.4 applies, or Momentum otherwise becomes aware that the Customer has entered into a direct metering agreement, Momentum may, at its discretion, notify the Customer that Momentum will make arrangements to recognise the direct metering agreement and of the additional costs (if any) which the Customer will be required to pay if Momentum does so (for example, as a result of the termination

of an arrangement that the Responsible Person has with an existing Metering Services Provider).

- 33.6 If:
- Momentum notifies the Customer under clause 33.5 that Momentum will make arrangements to recognise the direct metering agreement; and
 - if applicable, the Customer agrees to pay the costs notified by Momentum under clause 33.5,

then Momentum will use reasonable endeavours to arrange for the Customer's chosen Metering Services Provider(s) to be engaged by the Responsible Person as soon as practicable, provided the terms are acceptable to the Responsible Person.

- 33.7 If Momentum procures that the Customer's chosen Metering Services Provider(s) is engaged by the Responsible Person, then on and from the date that the services commence (or are deemed to commence) under that engagement (**DMA Pricing Effective Date**):
- this Contract will be deemed to be varied by replacing the existing Metering Charges indicated in the Details with the applicable metering charges under the Customer's direct metering agreement as at that date plus a Responsible Person fee, the amount of which will be notified by Momentum to the Customer;
 - Momentum may invoice the Customer for the additional costs (if any) under clause 33.5 and the Customer must pay that amount;
 - Momentum may issue a billing adjustment on the Customer's next bill to reflect the varied charges under clause 33.7(a), as if those charges applied from the DMA Pricing Effective Date;
 - the Customer must pay Momentum (rather than the Metering Services Provider) for the Metering Charges;
 - Momentum may invoice the Customer for further amounts under the Customer's direct metering agreement, such as for value-added services, but on the basis that Momentum has no obligation or liability in respect of the provision of such services; and
 - the Customer must indemnify Momentum from any payments, damages or losses Momentum incurs as a result of the Customer not complying with this clause 33, or as a result of any Metering Services Provider(s) the Customer may engage under a direct metering arrangement not complying with their obligations under that arrangement or under the National Electricity Rules.

- 33.8 If a direct metering agreement with the Customer's chosen Metering Services Provider(s) that is

applicable to this Contract expires or is terminated prior to the Final End Date, Momentum's standard Metering Charges will apply from the date that the direct metering agreement expires or terminates. If Momentum's standard Metering Charges are not specified in the Details (for example because clause 33.3 applies), Momentum will notify the Customer of those charges.

34. Metering equipment

34.1 The Customer does not have any title to the metering equipment and any associated equipment provided at a Supply Address.

34.2 If:

(a) Momentum is required by the Regulatory Instruments to upgrade metering equipment or to arrange for the installation of new, additional or replacement metering equipment at the Customer's Supply Address; or

(b) the Customer and Momentum agree that it is appropriate for any such equipment, or for any auxiliary equipment, to be installed and agree to a price for doing so,

Momentum may arrange with a supplier of Momentum's choice for such equipment to be installed and may charge the Customer an additional amount in this regard.

34.3 If there is a single Supply Address under this Contract where the front page of the Details refers to both Bundled and Unbundled pricing, the Customer acknowledges that the metering equipment must be upgraded as soon as possible (after which time the Supply Address will become an Unbundled Pricing Supply Address such that unbundled pricing will apply).

34.4 The Customer must facilitate the supply of electricity to the Customer's Supply Address and in particular must:

(a) keep available enough land at the Customer's Supply Address for the metering equipment and any other equipment associated with the Supply Point;

(b) protect and not interfere with or damage that equipment or the distribution system (or allow any third party to do so);

(c) tell Momentum promptly if the Customer notices any problems with that equipment; and

(d) comply with Momentum's, the Distributor's or the Metering Services Provider's directions about that equipment.

35. Access

35.1 The Customer:

(a) must allow Momentum, the Distributor, the Metering Services Provider and their respective representatives safe, convenient and unhindered access to the Customer's

Supply Address and any metering equipment there for the purposes of installing, reading, testing, connecting, disconnecting or reconnecting the Customer's metering and associated equipment;

(b) must, when requested, provide reasonable assistance to, and comply with all reasonable directions of, Momentum, the Distributor, the Metering Services Provider and their respective representatives to enable performance of any activities specified in this clause 35; and

(c) is aware of the fact that electricity supply to the Customer's Supply Address may be interrupted, or disconnected and reconnected, as necessary while Momentum, the Distributor, the Metering Services Provider and their respective representatives perform any of the activities specified in this clause 35.

35.2 If an attempt to access the Customer's Supply Address or any metering equipment is unsuccessful, Momentum will reschedule to a time at which the Customer is able to make access available. The Customer may be charged for this. Momentum will have no liability to the Customer for any such rescheduling.

35.3 Any representatives referred to in clause 35.1(a) will have and present official identification on request.

36. Testing of metering equipment

36.1 The Customer must notify Momentum immediately if it becomes aware of any circumstances that might reasonably be expected to affect the accuracy or security of any metering equipment.

36.2 If Momentum is required by the Regulatory Instruments to arrange for the testing of any metering equipment (including a current transformer or a voltage transformer) at the Customer's Supply Address, Momentum will give the Customer prior notice of the testing to be conducted, and the Customer agrees for such testing to be carried out.

36.3 Subject to clause 36.4, if Momentum incurs any cost in respect of the following testing of metering equipment required by the Regulatory Instruments:

(a) CT/VT Testing; or

(b) an Enhanced Site Inspection,

Momentum may charge the Customer an additional amount in respect of that testing, which will be calculated as an amount reflective of the costs incurred by Momentum in conducting the required testing at the Customer's Supply Address.

36.4 The Customer is not required to pay Momentum any amount under clause 36.3:

(a) with respect to CT/VT Testing at a Supply Address if the Customer provides Momentum with a current test certificate for all current and voltage transformers at that Supply Address;

- (i) before the testing of any current transformer or voltage transformer at the Customer's Supply Address occurs; and
 - (ii) before the payment of any bill which includes any such charge; and
- (b) with respect to an Enhanced Site Inspection at a Supply Address if the Customer provides Momentum with a current Enhanced Site Inspection certificate for all relevant equipment at that Supply Address:
- (i) before the Enhanced Site Inspection at the Customer's Supply Address occurs; and
 - (ii) before the payment of any bill which includes any such charge,
- and Momentum, at its discretion, accepts the certificate(s).

36.5 If the Customer reasonably believes that any metering equipment is not functioning properly, the Customer may request Momentum to arrange for the metering equipment to be tested and Momentum will do so. If the test results indicate that the metering equipment is functioning properly (within the accuracy and technical requirements prescribed in the Regulatory Instruments), the Customer must reimburse Momentum for any costs Momentum incurs in respect of the testing. If the test results indicate that the metering equipment is not functioning properly (within the accuracy and technical requirements prescribed in the Regulatory Instruments), the Customer is not required to reimburse Momentum for any costs Momentum incurs in respect of the testing.

36.6 If Momentum is required to arrange for the disconnection, interruption or reduction of the supply of electricity to the Customer's Supply Address for the purpose of testing any metering equipment, Momentum will use reasonable endeavours to arrange for the testing to be carried out at the same time as scheduled maintenance.

36.7 Momentum will have no liability to the Customer in respect of any outages due to testing of metering equipment, or any delayed reconnection of the Customer's Supply Address as a result.

37. Customer responsibilities

37.1 Title to and risk in electricity passes to the Customer at the Supply Point at a Supply Address.

37.2 Momentum is not responsible for, and the Customer accepts all risks in respect of, the control and use of electricity on the Customer's side of the Supply Point.

37.3 The Customer must at all times:

- (a) ensure that the electrical installation (which, for the purposes of this Contract, includes the meter) and appliances at the Customer's Supply Address are safe and comply with any current electrical safety standards;

- (b) upon request by Momentum, the Distributor or the Metering Services Provider and at the Customer's cost, rectify any aspect of the electrical installation and appliances at the Customer's Supply Address that does not comply with current electrical safety standards;
- (c) allow only accredited electricians to perform any work on the electrical installation and appliances;
- (d) keep all vegetation, structures and vehicles at the Customer's Supply Address clear of the electrical installation;
- (e) notify the Distributor of anything that may pose a risk to any person's health or safety, any person's property or the integrity or safety of the Distributor's network; and
- (f) comply with Momentum's or the Distributor's directions in an emergency.

DISCONNECTION AND RECONNECTION

38. Disconnection generally

38.1 The Customer may request disconnection of a Supply Address and if it does so, Momentum will arrange disconnection of the Customer's Supply Address through the Distributor in accordance with the Customer's request.

38.2 The Distributor may also disconnect the Customer's Supply Address (see clause 31).

38.3 The Customer must co-operate with and assist the Distributor's and Momentum's personnel in respect of any disconnection.

38.4 Disconnection of one or more Supply Addresses does not, of itself, automatically end the Supply Term or the Contract.

39. Disconnection during the Supply Term

39.1 If there is an Immediate Disconnection Event during the Supply Term, Momentum may immediately request the Distributor to disconnect any or all of the Customer's Supply Addresses.

39.2 If there is a Disconnection Event during the Supply Term, Momentum may give the Customer a notice which:

- (a) details the Disconnection Event that has occurred; and
- (b) provides the Customer with 10 Business Days from the date of the notice to rectify the Disconnection Event.

39.3 If the Disconnection Event is not rectified as required by the notice in clause 39.2, Momentum may request the Distributor to disconnect any or all of the Customer's Supply Addresses. (Alternatively, Momentum may terminate the Supply Term under clause 45.1(a)(i), following which Momentum may disconnect the Supply Address under clause 41.)

40. Reconnection during the Supply Term

40.1 Where the Customer's Supply Address has been disconnected under clause 39 and the Supply Term with respect to that Supply Address has not ended (including because Momentum has not exercised its rights under clause 45.1(a)(ii)), if the Customer:

- (a) rectifies the Disconnection Event or Immediate Disconnection Event within 10 Business Days of the disconnection; and
- (b) pays any relevant charges including any connection or reconnection fees charged by the Distributor,

Momentum will, if requested by the Customer, request the Distributor to reconnect the Customer's Supply Address.

41. Disconnection after the Supply Term

41.1 If the Supply Term ends under:

- (a) clause 43 (expiry of the Supply Term), except where a new Supply Term immediately follows the expired Supply Term in accordance with clause 44;
- (b) clause 45 (early termination of the Supply Term); or
- (c) clause 47.2 (new Supply Address incorporated),

Momentum may request the Distributor to disconnect any or all of the Customer's Supply Addresses.

41.2 Subject to clauses 41.3 and 41.4, Momentum will give the Customer 10 Business Days' notice of Momentum's intention to arrange for disconnection of the Customer's Supply Address under clause 41.1.

41.3 If the Supply Term was terminated due to an Immediate Disconnection Event, Momentum may immediately arrange for disconnection of the Customer's Supply Address.

41.4 If there is an Immediate Disconnection Event after the Supply Term, Momentum may immediately request the Distributor to disconnect any or all of the Customer's Supply Addresses.

42. Life support

42.1 The Customer must notify Momentum if life support equipment is used at any Supply Address under this Contract.

42.2 Despite anything else in this Contract, Momentum will not arrange to disconnect a Supply Address at which Momentum is aware that life support equipment is used.

END OF THE SUPPLY TERM

43. Expiry of the Supply Term

43.1 No sooner than two months before, and no later than one month before the Supply Term End Date,

Momentum will give the Customer notice that the Supply Term is due to end (**Notice**).

43.2 Clause 43.1 does not apply where the Supply Term is terminated early under this Contract.

44. Offer of new Supply Term

44.1 The Notice may include an offer to amend this Contract (**Offer**) by:

- (a) extending it to include a new Supply Term, to apply immediately following the Supply Term End Date; and
- (b) specifying the terms and conditions (including the charges) that will apply to the new Supply Term.

44.2 If, within the period set out in the Notice, the Customer notifies Momentum that it accepts the Offer, this Contract will be amended to include the new Supply Term in accordance with the Offer.

44.3 If, within the period set out in the Notice, the Customer does not notify Momentum in writing that it rejects the Offer, the Customer agrees that the Customer is taken to have accepted the Offer, and this Contract will be amended to include the new Supply Term in accordance with the Offer.

44.4 If, within the period set out in the Notice, the Customer notifies Momentum in writing that the Customer rejects the Offer, the Customer acknowledges that:

- (a) the Supply Term will continue until the Supply Term End Date (unless otherwise terminated earlier); and
- (b) clause 8 will apply to any supply of electricity between the Supply Term End Date and the Final End Date.

45. Early termination of the Supply Term

45.1 Momentum may terminate the Supply Term in relation to some or all of the Supply Addresses before the Supply Term End Date by giving the Customer notice if:

- (a) an Immediate Disconnection Event or a Disconnection Event occurs, and Momentum gives notice of termination of the Supply Term under this clause:
 - (i) before the Customer's Supply Address has been disconnected under clause 39; or
 - (ii) after the Customer's Supply Address has been disconnected under clause 39 but before the Customer has requested reconnection under that clause;
- (b) the Customer requests disconnection of the Customer's Supply Address and that Supply Address remains disconnected for 30 days during the Supply Term;
- (c) the Customer ceases to be a Large Customer in breach of the warranty under

clause 9.1, gives a notice to Momentum under clause 9.2 or Momentum reasonably believes that the Customer will breach the warranty under clause 9.1 reasonably soon;

- (d) the Customer transfers the Supply Address to another retailer;
- (e) the Customer leaves the Customer's Supply Address, and Momentum does not incorporate a new supply address into the Contract in substitution for that Supply Address in accordance with clause 21; or
- (f) a force majeure event under clause 32 affects Momentum for a continuous period of at least 6 months.

45.2 Despite clause 45.1(d), the Customer does not have the right to transfer the Supply Address to another retailer during the Supply Term, and Momentum is not required to elect to terminate the Supply Term if the Customer does so. If Momentum does not elect to terminate the Supply Term, clauses 47.3(c) to 47.3(f) and 47.4 will apply.

45.3 If the Customer and Momentum enter into a new contract for a Supply Address and sale of electricity commences under that contract before the Supply Term End Date under this Contract, the Supply Term for that Supply Address will automatically terminate upon the commencement of sale under the new contract.

46. Early termination fee

46.1 If the Supply Term for one or more Supply Addresses terminates early under this Contract other than due to:

- (a) Momentum's breach of this Contract;
- (b) mutual agreement;
- (c) a force majeure event affecting Momentum; or
- (d) a retailer of last resort event under clause 49,

then Momentum may charge the Customer, and if Momentum does the Customer must pay Momentum, an early termination fee of:

- (e) \$500 (representing administrative costs incurred by Momentum); plus
- (f) For Environmental Charges, an amount, if any, representing compensation to Momentum for loss of the Contract (or loss of the Supply Address(es) under the Contract), as reasonably determined by Momentum, plus
- (g) For Energy Charges, for each Supply Address where the Supply Term is Terminated early under the Contract, and each Supply Year under the Contract which is incomplete at the time of termination, the sum of the positive amounts, if any, for peak and off peak periods as follows:

- (i) With respect to peak Energy Charges for each relevant Supply Address and Supply Year:

$$\text{Amount} = (PE - PC) \times (CR - MR)$$

Where:

PE = Peak Expected Electricity Consumption for the Supply Address and Supply Year;

PC = Peak Electricity Consumption for the Supply Address and Supply Year (if any);

CR = the Peak Consumption Rate for the Supply Address and Supply Year; and

MR = the Wholesale Market Peak Price for the Supply Year for the Region the Supply Address is located in.

- (ii) With respect to off peak Energy Charges for each relevant Supply Address and Supply Year:

$$\text{Amount} = (OE - OC) \times (CR - MR)$$

Where:

OE = Off Peak Expected Electricity Consumption for the Supply Address and Supply Year;

OC = Off Peak Electricity Consumption for the Supply Address and Supply Year (if any);

CR = the Off Peak Consumption Rate for the Supply Address and Supply Year; and

MR = the Wholesale Market Off Peak Price for the Supply Year for the Region the Supply Address is located in

in respect of each instance of early termination (regardless of how many Supply Addresses may be affected by that early termination).

46.2 If the Details do not list the Expected Electricity Consumption; Peak Expected Electricity Consumption or Off Peak Expected Electricity Consumption for each Supply Address; Momentum will determine which portion of the Expected Electricity Consumption; Peak Expected Electricity Consumption or Off Peak Expected Electricity Consumption (as applicable) applies to each Supply Address for the purpose of this clause, acting reasonably.

46.3 Where the Consumption Rates vary during a Supply Year, the rates used for the purpose of the calculations in clause 46.1(g) will be based upon the weighted average of the various rates that applied during the Supply Year; as determined by Momentum, acting reasonably.

47. Leaving a Supply Address during the Supply Term

47.1 If during the Supply Term the Customer is leaving or has left a Supply Address, the Customer:

- (a) must notify Momentum; and
- (b) may ask Momentum under clause 21 to transfer the Contract from one or more existing Supply Addresses to one or more new supply addresses (**Transfer Request**) provided that the conditions in clause 21 are met.

47.2 If Momentum agrees to a Transfer Request under clause 21, the Supply Term for the existing Supply Address will end on a date agreed between the parties, and clause 8 will apply to any supply of electricity between the Supply Term End Date and the Final End Date for that Supply Address).

47.3 If Momentum:

- (a) receives a notification from the Customer under clause 47.1 (whether or not accompanied by a Transfer Request); and
- (b) does not decide to incorporate a new supply address into the Contract under clause 21,

then:

- (c) the Supply Term for the existing Supply Address will not end (unless Momentum decides to end it in accordance with clause 45 or the parties mutually agree to end it);
- (d) the Customer's obligations under this Contract continue;
- (e) without limiting clause 47.3(c), the Customer may be liable for any Minimum Consumption Charges calculated in accordance with clause 19 and clause 47.4; and
- (f) Momentum will no longer be obliged to supply electricity to the Supply Address(es).

47.4 For the purposes of clause 47.3(e), the Customer's consumption at the Supply Address will be deemed to be zero once:

- (a) Momentum ceases to be Responsible for the existing Supply Address; or
- (b) the existing Supply Address is disconnected (with no right of reconnection).

END OF THE CONTRACT

48. Contract end

48.1 The Contract remains in place until all obligations under it have been fulfilled or otherwise come to an end in respect of all Supply Addresses under it.

49. Retailer of last resort

49.1 This Contract terminates automatically in respect of a Supply Address if a retailer of last resort event (as

contemplated by the relevant Regulatory Instruments) occurs in relation to Momentum in respect of that Supply Address.

49.2 Momentum will provide relevant information about the Customer and/or the Supply Address to the retailer of last resort or the Distributor, if required by the relevant Regulatory Instruments.

49.3 Neither party will have any liability to the other as a result of the termination of this Contract under this clause 49.

50. Customer's right to terminate

50.1 The Customer may end this Contract any time after the Supply Term End Date by notice to Momentum (in which case the Contract will end in accordance with clause 48).

OTHER MATTERS

51. Privacy

51.1 Momentum will comply with all relevant privacy laws in relation to Personal Information about the Customer and (if applicable) the Customer's employees, officers or agents.

51.2 Momentum will comply with its Privacy Policy and Privacy Statement (a copy of which the Customer acknowledges having received). The Customer consents to all of the matters set out in those documents.

51.3 If the Customer provides Momentum with Personal Information about another person (such as an employee, officer, agent or additional account holder), the Customer must inform that person about the privacy provisions set out in this clause 51, in accordance with the privacy laws.

51.4 Momentum's Privacy Policy is available at <http://www.momentumenergy.com.au>, by calling Momentum on **1300 662 778** or writing to **PO Box 353, Flinders Lane, Melbourne VIC 8009**. This Policy explains how the Customer or the Customer's employees can complain about a breach of the Australian Privacy Principles and how Momentum will deal with such a complaint.

52. Confidentiality

52.1 Except as otherwise provided in this Contract, all information obtained by a party (either in writing, on disk, in electronic form or verbally) relating in any way, directly or indirectly, to this Contract including the sale of electricity or the provision of other services (including the terms of this Contract), which is not in the public domain (or which is only in the public domain as a result of a breach of this clause 52.1) (collectively referred to as **Confidential Information**) will be kept confidential. Neither party will disclose the Confidential Information to third parties without the prior written consent of the other party except in the following circumstances:

- (a) if required by law or a regulator, a Government body or agency, the Regulatory Instruments or the rules of a stock exchange on which a party's shares are listed;

- (b) by Momentum to a prospective purchaser of Momentum or its business;
- (c) to the relevant party's consultants, legal advisers, auditors and insurers and any related bodies corporate under similar conditions of confidentiality; or
- (d) the Distributor or the relevant transmission network service provider if the information relates to the operation or pricing in relation to the relevant distribution network or transmission network; or
- (e) as otherwise contemplated in this Contract (including under Momentum's Privacy Policy and Privacy Statement).
- 52.2 The existence of this Contract, and the Supply Term End Date of this Contract are not Confidential Information and may be disclosed by either party.
- 53. Dispute Resolution**
- 53.1 If there is a dispute arising out of or relating to this Contract or the termination, breach or a claim that this Contract is invalid (in whole or in part), either party may give the other party notice in writing of the matters in dispute (**Notice of Dispute**). If the dispute has not been resolved by the parties within 21 days from the date of the Notice of Dispute, then a party may, by notice, refer the dispute to the parties' respective Chief Executive Officers (or delegates) for resolution.
- 53.2 Upon notification of a dispute under clause 53.1, the Chief Executive Officers (or their delegates) of each party will meet and try to resolve the dispute. If the dispute cannot be resolved by the Chief Executive Officers within 21 days of the referral of the dispute to the Chief Executive Officers and the Customer does not refer the dispute to the Energy Ombudsman of the relevant Jurisdiction (where the Energy Ombudsman has jurisdiction to accept that referral), then either party may refer that dispute to arbitration.
- 53.3 Where any matter is to be referred to arbitration, the parties must refer the dispute or difference to the arbitration of a single arbitrator in Victoria, to be agreed upon between the parties or if the parties cannot agree, within 14 days' notice from one party to the other, to an arbitrator appointed by the President of the Law Institute of Victoria.
- 53.4 Every arbitration must be conducted in accordance with the *Commercial Arbitration Act 2011 (Vic)*.
- 53.5 The parties will continue to comply with this Contract during any dispute, and the existence of a dispute does not suspend or otherwise affect this Contract.
- 54. General**
- 54.1 Momentum may, from time to time, vary this Contract (including any or all of these Electricity Terms and Conditions and the Details) in order to comply with any new laws or Regulatory Instruments or any change to the existing relevant laws or Regulatory Instruments. Momentum will give the Customer written notice of any such variation.
- 54.2 Momentum may novate this Contract:
- (a) to another person together with any transfer of all or substantially all of Momentum's retail electricity sales business in the Region in which the Customer's Supply Address is located;
- (b) to a Related Body Corporate who is authorised to conduct a retail electricity sales business in the Region in which the Customer's Supply Address is located; or
- (c) to any other person, with the Customer's prior written consent.
- 54.3 The Customer cannot assign or otherwise transfer the benefit of (or any obligations under) this Contract without Momentum's prior written consent. Prior to providing Momentum's consent, Momentum may, at Momentum's discretion, require certain conditions to be met.
- 54.4 Unless otherwise stated, all notices under the Contract must be in writing. A party may give notices by fax, by post or by email to an address or number detailed in the Details. If a notice is:
- (a) sent by post, it will be considered to have been received 3 Business Days after the date of posting to the addressee, unless in fact it is received earlier;
- (b) sent by fax, it will be considered to have been received by the addressee on the date and time shown on the transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety and in legible form to the fax number of the addressee; or
- (c) sent by email, it will be considered to have been received by the addressee on the date and time of transmission (unless the other party receives notification that delivery did not occur or has been delayed).
- 54.5 If a notice is sent by multiple methods, it will be considered to have been received at the earliest time as determined above. Any changes to notice details must themselves be notified in writing in accordance with clause 54.4 or clause 54.4(c) (as applicable).
- 54.6 This Contract is governed by the laws in force in Victoria and the Customer agrees to submit to the non-exclusive jurisdiction of the courts of Victoria.
- 54.7 The Contract overrides all prior negotiations, representations, proposals, understandings and agreements whether in writing or not, relating to the sale of electricity by Momentum to the Customer's Supply Address.
- 54.8 The Customer acknowledges that the Customer has not relied on any predictions, forecasts, advice or statements of opinion by Momentum or any of Momentum's employees, contractors or agents relating to the sale of electricity by Momentum to the Customer's Supply Address.
- 54.9 Nothing in these Electricity Terms and Conditions excludes, restricts or modifies any consumer

guarantee, right, remedy, condition or warranty conferred on the Customer by the Australian Consumer Law (whether applied as a law of the Commonwealth or any State or Territory), where to do so would contravene the Australian Consumer Law or cause any part of this clause to be void, or any other applicable law that cannot be excluded, restricted or modified by agreement. However, all other conditions and warranties, whether or not implied by the law, are excluded.

- 54.10 To the fullest extent permitted by law, Momentum's liability for a breach of a non-excludable guarantee referred to in clause 54.9, for a breach of this Contract or for a breach of any other legal duty in relation to the subject matter of this Contract (including liability for breach, in negligence or in tort under common law or statutory action), is limited, as far as the law allows and at Momentum's option, to replacing or resupplying the goods or services respectively or paying for their replacement or resupply.
- 54.11 If for any reason the limitation of liability under clause 54.10 is not effective or enforceable, then Momentum's maximum aggregate liability for all proven losses, damages and claims arising out of this Contract, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of the amounts paid by the Customer to Momentum in respect of Consumption Charges under this Contract at the time the liability crystallises.
- 54.12 To the extent the law allows, the Customer indemnifies Momentum against (and therefore must pay Momentum for) loss or damage arising in connection with any failure by the Customer to comply with any of the Customer's obligations under the Contract. The Customer will not have to do this to the extent that the loss or damage is the result of the negligence of, or breach of this Contract by, Momentum.
- 54.13 Nothing in the Contract varies or excludes any limitation of liability or immunity Momentum has under the Regulatory Instruments.
- 54.14 The Customer is solely responsible for the obligations of the Customer under this Contract:
- (a) whether or not any entity other than the Customer owns or occupies a Supply Address, or consumes electricity supplied to that Supply Address, under this Contract; and
 - (b) whether or not the matters referred to in clause 54.14(a) are referred to or noted in the Details.

55. Definitions and interpretation

55.1 In this Contract:

Acceptance means the document of that name (provided to the Customer by Momentum) which is signed by the Customer or on the Customer's behalf in order to enter into this Contract;

Additional Consumption Charge is defined in clause 18.2;

Additional Consumption Rates is defined in clause 18.1;

AEMO means the Australian Energy Market Operator;

Billing Period means the period covered by any bill, which (unless otherwise advised) will generally be approximately one month;

Blended Rates means, where the Supply Term is greater than 12 months, rates that are the same for each Supply Year (subject to variations under this Contract);

Bundled Pricing Supply Address means each Supply Address under this Contract at which the Details indicate that bundled pricing will apply, including:

- (a) each Supply Address included in any Bundled Rates Schedule; and
- (b) in the case of a single Supply Address under this Contract where the front page of the Details refers to both Bundled and Unbundled pricing, that Supply Address, until such time as appropriate metering equipment is in place in order for Unbundled pricing to apply;

Business Day means a day other than a Saturday, Sunday or a gazetted public holiday which is observed on the same day in each of Victoria; South Australia; New South Wales; Queensland; Tasmania and the ACT;

Charges is defined in clause 10.2 and clause 11.2;

Compliance Year means the annual period of compliance under the relevant Environmental Scheme (which is generally a calendar year);

Confidential Information is defined in clause 52.1

Consumption Charges means the charges calculated under clause 12;

Consumption Period means (as applicable) Unbundled Pricing Peak Period, Unbundled Pricing Shoulder Period, Unbundled Pricing Off Peak Period, Network Peak Period, Network Shoulder Period or Network Off Peak Period;

Consumption Quantity, in relation to a Supply Address and Consumption Period, means the actual metered consumption, substituted consumption or estimated consumption of electricity (as applicable, in accordance with clause 24) at that Supply Address and in that Consumption Period (whether consumed by the Customer or another person), in kilowatt hours;

Consumption Rates means Peak Rates, Shoulder Rates and/or Off Peak Rates (as applicable, including in accordance with the Customer's selection of either Stepped Rates or Blended Rates in the Details), as those rates may be varied under this Contract;

Contract means the contract between the Customer and Momentum for the sale of electricity, which is made up of the documents set out in clause 1;

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

CT/VT Testing means any testing of a current transformer and/or a voltage transformer at the Supply Address;

Customer means the entity referred to as the customer in the Details;

Daily Charge means the \$ per day charge named "Daily Charge" set out in the Details and calculated on a daily basis for each Supply Address, as that charge may be varied under this Contract;

Details means:

- (a) the document named "Energy Supply Details" (being that part of the Contract in which the Customer's details and further details of the Contract are included), or if there are multiple Supply Addresses located in different Regions, the Energy Supply Details for each relevant Region; and
- (b) all schedules to that document, including (where applicable), any:
 - (i) Supply Address Schedule;
 - (ii) Bundled Rates Schedule; and
 - (iii) Environmental Rates Schedule;

Disconnection Event means the Customer:

- (a) fails to pay Momentum an amount Momentum has billed by the due date;
- (b) breaches any of the Customer's other obligations under this Contract;
- (c) denies access to the Customer's metering equipment or otherwise damages or interferes with any metering equipment; or
- (d) refuses to provide, or does not provide, to Momentum any Security Momentum has requested,

or there are other grounds under the law or Regulatory Instruments in which disconnection is allowed;

Distributor means the entity that operates the relevant electricity distribution system or, if a Supply Address is part of an embedded network, the entity that operates that embedded network and is exempt from the requirement to register as a network service provider under the National Electricity Rules (or where the context requires, both of these entities);

DMA Pricing Effective Date is defined in clause 33.7;

EEIS means the Energy Efficiency Improvement Scheme under the *Energy Efficiency (Cost of Living) Improvement Act 2012 (ACT)*;

EEIS Rate means the rate determined in accordance with clause 14 (or clause 8.2(b)(ii) where applicable) in respect of the EEIS;

Energy Charges are defined in clauses 10.2(a) and 11.2(a);

Energy Ombudsman means in relation to Supply Addresses in:

- (a) NSW, the Energy & Water Ombudsman (NSW);
- (b) Victoria, the Energy & Water Ombudsman (Vic);
- (c) Queensland, the Energy Ombudsman (Qld);
- (d) South Australia, the Energy Industry Ombudsman (SA); and
- (e) the Australian Capital Territory, the Australian Capital Territory Civil and Administrative Tribunal;

Enhanced Site Inspection means a visual inspection of a meter and/or metering equipment, in accordance with the applicable Regulatory Instruments, including the National Electricity Rules;

Environmental Charges are calculated under clause 14;

Environmental Rates means the rates determined under clause 14 (or clause 8.2(b)(ii) where applicable) in respect of any Environmental Scheme, including:

- (a) LRET Rate (in respect of the LRET);
- (b) SRES Rate (in respect of the SRES);
- (c) ESS Rate (in respect of the ESS);
- (d) EEIS Rate (in respect of the EEIS);
- (e) REES Rate (in respect of the REES); and
- (f) VEET Rate (in respect of the VEET),

as those rates may be varied under this Contract;

Environmental Rates Schedule means a schedule identified as the Environmental Rates Schedule (Unbundled Pricing Supply Addresses) in the Details which includes details relevant to the Environmental Rates;

Environmental Scheme means any law which has as one of its purposes the reduction or limitation of greenhouse gases, the encouragement of renewable, low emissions or other forms of clean energy, or the minimisation of the impact of the electricity industry on the environment, including the schemes referred to in the definition of Environmental Rates;

ESS means the Energy Savings Scheme under the *Electricity Supply Act 1995 (NSW)*;

ESS Rate means the rate determined in accordance with clause 14 (or clause 8.2(b)(ii) where applicable) in respect of the ESS;

Excess Consumption Quantity is defined in clause 18.2;

Expected Electricity Consumption is defined in clause 17.1;

Final End Date means, in respect of a Supply Address, the date on which the first to occur of any the following events occurs at that Supply Address:

- (a) Momentum ceases to be Responsible for the Supply Address;
- (b) Momentum enters into a new contract for the Supply Address (with the Customer or another person) and sale of electricity commences under that contract; or
- (c) the Supply Address is disconnected (with no right of reconnection);

Flex Percentage means, for each Region, and each Supply Year the corresponding Flex Percentage specified in the Details;

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

GreenPower Schedule means a schedule specified as such and which includes details relevant to the purchase of Momentum's GreenPower product by the Customer and which comprises Part 1 (GreenPower terms and conditions) and Part 2 (GreenPower details);

GST means a goods and services or similar tax;

Immediate Disconnection Event means:

- (a) the Customer experiences an Insolvency Event;
- (b) the Customer is using electricity illegally or fraudulently;
- (c) there is an emergency; or
- (d) health and safety reasons necessitate disconnection;

Insolvency Event in relation to the Customer means an order is made for the Customer's bankruptcy, winding up or dissolution, a receiver, receiver and manager, trustee, administrator, liquidator or similar official is appointed to all or part of the Customer's assets or undertaking, the Customer enters into, or resolves to enter into, any arrangement or composition or compromise with, or assignment for the benefit of, the Customer's members or creditors or the Customer becomes insolvent within the meaning of section 95A of the Corporations Act;

Jurisdiction means a State or Territory within the Commonwealth of Australia in which a Supply Address is located;

kWh means kilowatt hour;

Large Customer means a customer who consumes:

- (a) at or more than the Large Customer Threshold at:
 - (i) a single business Supply Address; or
 - (ii) in aggregate in relation to multiple business Supply Addresses, located in New South Wales, South Australia, the Australian Capital Territory or Queensland; or
- (b) more than the Large Customer Threshold at:
 - (i) a single business Supply Address; or
 - (ii) if permitted by law, in aggregate in relation to multiple business Supply Addresses, located in Victoria,

Large Customer Threshold means:

- (a) 100 MWh of electricity per year for a business Supply Address located in New South Wales;
- (b) 160 MWh of electricity per year for a business Supply Address located in South Australia;
- (c) 100 MWh of electricity per year at a business Supply Address located in the Australian Capital Territory,
- (d) 100 MWh of electricity per year for a business Supply Address located in Queensland; or
- (e) 40 MWh of electricity per year for a business Supply Address located in Victoria;

Loss Factors means any loss factors determined or approved under the National Electricity Rules to account for losses of electricity incurred in the production, transportation and use of electricity, including, for a Supply Address, the:

- (a) marginal loss factor; and
- (b) distribution loss factor,

applicable to that Supply Address;

LRET means the Large-scale Renewable Energy Target under the *Renewable Energy (Electricity) Act 2000 (Cth)*;

LRET Rate means the rate determined in accordance with clause 14 (or clause 8.2(b)(ii) where applicable) in respect of the LRET;

Market and Regulatory Charges means the costs of participation in the National Electricity Market, including participant fees and ancillary services fees, and any costs imposed under a Regulatory Instrument that are not within the other components of Charges;

Market Floor Price has the meaning given to that term under the National Electricity Rules;

Market Price Cap has the meaning given to that term under the National Electricity Rules;

Meter Provision Services means the installation (where applicable), testing and maintenance of the meter and associated equipment;

Metering Charges means, in respect of an Unbundled Pricing Supply Address:

- (a) the metering charge per meter per day for each Supply Address indicated in the Details (for a Bundled Supply Address, metering charges are incorporated into the Daily Charge listed in the Bundled Rates Schedule);
- (b) any charges imposed under clause 36.3 for CT/VT Testing or in respect of an Enhanced Site Inspection;
- (c) additional costs related to the Customer's meter that are incurred under clause 34.2 or at the Customer's request or due to the Customer's act or omission, such as fees for a special meter read, installation of a new meter or metering equipment or meter repair (but not including a scheduled meter read or any meter repair or installation as a result of a faulty meter where the Customer was not responsible for causing the fault); and
- (d) any other fees or charges imposed by the Distributor or a Metering Services Provider due to something specific to the Customer's needs (not including ordinary charges for use of the networks),

and for the purposes of paragraph (a), the metering charge per meter is calculated on a daily basis;

Metering Data Services has the meaning given to that term under the National Electricity Rules, being generally the collection, processing, storage and delivery of metering data;

Metering Services Provider means:

- (a) a Metering Provider (as that term is defined in the National Electricity Rules) in respect of Meter Provision Services; and/or
- (b) Metering Data Provider (as that term is defined in the National Electricity Rules) in respect of Metering Data Services;

Minimum Consumption Charge is defined in clause 19.1;

Minimum Consumption Rates is defined in clause 19.3;

MWh means megawatt hour;

National Electricity Market means the wholesale market established under the National Electricity Rules;

National Electricity Rules means the National Electricity Rules under the *National Electricity Law*;

NERL means the *National Energy Retail Law*;

NERR means the National Energy Retail Rules under the NERL;

Network Charges means the electricity transmission and distribution network charges and any other charges imposed by the distribution system operator or transmission system operator, including charges for use of a distribution or transmission system, connection services charges, disconnection and reconnection charges;

Network Off Peak Periods means off peak periods as defined by the Distributor;

Network Peak Periods means peak periods as defined by the Distributor;

Network Shoulder Periods means shoulder periods as defined by the Distributor;

NMI means National Metering Identifier;

Off Peak Rate means any rate (in cents per kilowatt hour) for an applicable period and Supply Address specified in the Details by reference to the word "Off Peak", as that rate may be varied under this Contract;

Pass Through Charges are defined in clause 10.2(b) and calculated under clause 13;

Pass Through Costs means the direct or indirect costs that are incurred by Momentum (as interpreted by applying clause 13.3) in relation to the sale of electricity at or the supply of electricity to the Customer's Supply Address other than the wholesale energy component cost of the electricity sold to the Customer including:

- (a) Network Charges;
- (b) Market and Regulatory Charges;
- (c) costs in respect of Environmental Schemes;
- (d) Loss Factors;
- (e) costs in respect of Meter Provision Services and Metering Data Services; and
- (f) service charges;

Peak Rate means any rate (in cents per kilowatt hour) for an applicable period and Supply Address specified in the Details by reference to the word "Peak", including any rates expressed as (for example) "Peak 2" or "Peak – step 2", as that rate may be varied under this Contract;

Personal Information has the meaning given to that term in the *Privacy Act 1988 (Cth)*;

Proposed Start Date means, in respect of a Supply Address, the date specified as such in the Details. Where there are multiple Supply Addresses there may be multiple Proposed Start Dates;

Queensland Code means the Electricity Industry Code published by the Queensland Competition Authority;

REES means the Retailer Energy Efficiency Scheme established under Part 4 of the *Electricity (General) Regulations 2012* (SA);

REES Rate means:

- (a) if the purchases made by Momentum in the NEM in respect of the Customer's Consumption under this Contract (estimated as the Expected Electricity Consumption multiplied by Loss Factors) are such that those purchases would be designated electricity purchases (as that term is defined in regulation 22(4) of the *Electricity (General) Regulations 2012*); \$0/MWh; and
- (b) if the purchases made by Momentum in the NEM in respect of the Customer's Consumption under this Contract (estimated as the Expected Electricity Consumption multiplied by Loss Factors) are such that those purchases would not be designated electricity purchases (as that term is defined in regulation 22(4) of the *Electricity (General) Regulations 2012*); the rate determined in accordance with clause 14 (or clause 8.2(b)(ii) where applicable) in respect of the REES;

Region has the meaning given to that term under the National Electricity Rules;

Regulatory Instrument means any law or regulatory or administrative instrument relating (directly or indirectly) to or affecting the purchase, sale or supply of electricity in the Jurisdiction in which the Customer's Supply Address is located or otherwise relevant to Momentum's obligations under this Contract;

Related Body Corporate has the meaning given to that term under the Corporations Act;

Responsible in respect of the Supply Address means financially responsible in the National Electricity Market for electricity supplied to the Supply Address, and **Responsibility** has an equivalent meaning;

Responsible Person has the meaning given to that term in the National Electricity Rules;

Retailer Liability means the relevant percentage or proportion representing electricity retailer liabilities under the relevant Environmental Scheme for the Compliance Year, being:

- (a) for LRET, the renewable power percentage for the Compliance Year set out in the *Renewable Energy (Electricity) Regulations 2001* (Cth);

- (b) for SRES, the small-scale technology percentage for the Compliance Year set out in the *Renewable Energy (Electricity) Regulations 2001* (Cth);
- (c) for VEET, the greenhouse gas reduction rate for electricity for the Compliance Year fixed under the *Victorian Energy Efficiency Target Act 2007* (Vic);
- (d) for ESS, the energy savings scheme target for the Compliance Year under the *Electricity Supply Act 1995* (NSW);
- (e) for EEIS, the energy savings target for the Compliance Year under the *Energy Efficiency (Cost of Living) Improvement Act 2012* (ACT); and
- (f) for REES, the energy efficiency target; the priority group energy efficiency target and the energy audit target for Momentum for the Compliance Year as set by the Essential Services Commission of South Australia in accordance with the requirements under the *Electricity (General) Regulations 2012* (SA).

Security means a bank guarantee, cash or other form of credit support reasonably acceptable to Momentum;

Shoulder Rate means any rate (in cents per kilowatt hour) for an applicable period and Supply Address specified in the Details by reference to the word "Shoulder", as that rate may be varied under this Contract;

Small Customer is a person who is not a Large Customer;

Small Customer Contract means any contract (as nominated by Momentum) that Momentum applies to Small Customers;

Special Terms means any special terms Momentum and the Customer have agreed which are included in a schedule to these Electricity Terms and Conditions, including a GreenPower Schedule;

SRES means the Small-scale Renewable Energy Scheme under the *Renewable Energy (Electricity) Act 2000* (Cth);

SRES Rate means the rate determined in accordance with clause 14 (or clause 8.2(b)(ii) where applicable) in respect of the SRES;

Step Limit means, in respect of a Supply Address, the figure specified as such in the Details expressed in kWh and applicable for each Billing Period;

Stepped Rates means, where the Supply Term is greater than 12 months, rates that are different for each Supply Year;

Supply Address means a Supply Point at the address where the Customer accepts the supply of electricity under the Contract, as detailed in the Details, and for the purposes of this Contract:

- (a) each Supply Point allocated a separate NMI is a separate Supply Address (even if there

is more than one NMI at the one street address); and

- (b) if there is more than one Supply Address then a reference to the Customer's Supply Address means each of those Supply Addresses or all of them as the context requires;

Supply Address Schedule means a schedule specified as such in the Details, included where there is more than one Supply Address, which includes details relevant to each of those Supply Addresses;

Supply Point means any point at which the Distributor's network connects to the electricity installation at the Customer's Supply Address;

Supply Term is defined in clause 7.2;

Supply Term End Date means the last day of the Supply Term, which is:

- (a) the last day of the supply term period selected by the Customer in the Details, calculated from the first Proposed Start Date under this Contract; or
- (b) where the Supply Term is terminated earlier under this Contract, the date on which it terminates;

Supply Term Start Date means, in respect of a Supply Address, the date on which Momentum's obligation to sell the Customer electricity at that Supply Address and the Customer's obligation to pay Momentum for that electricity, starts, which is the later of the Proposed Start Date and:

- (a) if the Customer is transferring that Supply Address to Momentum from another retailer, the date on which Momentum becomes Responsible for that Supply Address;
- (b) if the Customer is an existing customer of Momentum's for that Supply Address, the date on which the last of the preconditions detailed in clause 6 is satisfied (or waived by Momentum) in relation to that Supply Address; or
- (c) if the Supply Address has not previously been connected, the later of:
- (i) the date on which the last of the preconditions detailed in clause 6 is satisfied (or waived by Momentum) in relation to that Supply Address; and
- (ii) the date on which Momentum becomes Responsible for that Supply Address;

Supply Year means, in respect of a Supply Address:

- (a) in the case of the first Supply Year, the date from the Supply Term Start Date until the earlier of:

- (i) the day before the first anniversary of the first Proposed Start Date under this Contract; and

- (ii) the Supply Term End Date; and

- (b) in the case of any subsequent Supply Year, the date from the day after the last day of the previous Supply Year until the earlier of:

- (i) the day before the anniversary of that date; and

- (ii) the Supply Term End Date.

Tax means any taxes, levies, imposts, deductions, charges, withholdings or duties other than income tax, fines or penalties imposed or withheld by a Government Agency;

Unbundled Pricing Off Peak Periods means those times of day other than Unbundled Pricing Peak Periods or Unbundled Pricing Shoulder Periods;

Unbundled Pricing Peak Periods means the times of day indicated in the Details as those to which Peak Rates apply for Unbundled Pricing Supply Addresses;

Unbundled Pricing Shoulder Periods means those times of day (if any) indicated in the Details as those to which Shoulder Rates apply for Unbundled Pricing Supply Addresses;

Unbundled Pricing Supply Address means each Supply Address under this Contract that is not a Bundled Pricing Supply Address;

Under Consumption Quantity is defined in clause 19.2.

VEET means the Victorian Energy Efficiency Target under the *Victorian Energy Efficiency Target Act 2007 (Vic)*;

VEET Rate means the rate determined in accordance with clause 14 (or clause 8.2(b)(ii) where applicable) in respect of the VEET;

Wholesale Market Off Peak Price for a Supply Year and Region is the wholesale electricity off peak price for that Supply Year and Region as determined by Momentum acting reasonably; and

Wholesale Market Peak Price for a Supply Year and Region is the wholesale electricity peak price for that Supply Year and Region as determined by Momentum acting reasonably.

55.2 In this Contract:

- (a) a reference to:

- (i) the singular includes the plural and vice versa;

- (ii) a document includes any variation or replacement of it;

- (iii) costs Momentum incur includes Momentum's internal costs; and

- (iv) the words "including", "includes", "such as" or "for example" are not words of limitation;
- (b) headings are for convenience only and do not affect interpretation; and
- (c) other grammatical forms of defined words or expressions have corresponding meanings.