

Terms and Conditions of Service

1.0 Our Agreement with You

1.1 As a customer of Power Choice Pty Ltd ABN 63 104 658 960 ('Power Choice', 'we', 'our', 'us') these terms and conditions form the basis of our agreement ('Agreement').

1.2 Our Agreement with you also includes any schedule to these terms and conditions and any application or other form, which you complete and provide to us ('Application Form(s)'). We may accept and rely on facsimile or scanned email copy of the original application form as if it was an original.

2.0 Service Description

We will supply you with the services detailed in the Application Form ('Service(s)'), which may include Electricity Acquisition, Electricity Plus Program, Value Added Services ("VAS") and related services.

3.0 Electricity Plus Program Service Description

3.1 The Electricity Plus Program is a Service which may provide energy contract management, data analysis including demand, usage and other ancillary information, power quality and price/rate monitoring ('Bundled Service(s)').

3.2 We will provide you Electricity Plus Program for the agreed sites listed and the level of service nominated ('Service Level(s)') in the Application Form.

3.3 The Bundled Services are as described on the Electricity Plus Program guide or listed on our website www.powerchoice.com.au.

3.4 We have the right to vary the Bundled Services and Services Level from time to time. Should a variance exist between these Bundled Services and Service Levels as listed on the Electricity Plus Program guide and on our website then the website description of Services and Service Levels shall prevail.

4.0 Meter Provision

4.1 You will be required to enter into a contract with one of our approved Australian Energy Market Operator ("AEMO") registered metering coordinators, called a Metering Coordinator Agreement ("MCA"). The MCA will facilitate recording of energy data and related services, reporting and ongoing auditing of consumption and costs and the enable our delivery Services to you.

4.2 You will be charged on a daily basis for the MCA and the fees and charges will be on your monthly electricity bill.

4.3 You will be provided with the relevant MCA Terms and Conditions, or they can be made available on request.

5.0 Charges & Payment

5.1 Charges for the Services are determined in accordance with the Application Form ('Fees') and may include:

- An establishment fee or brokerage fee agreed between the parties; and
- Charges billed to you as part of your electricity retailer's metering costs; and
- Vendor commission or incentives that will be fully disclosed to you.

5.2 Our payment terms are 30 days from invoice date.

5.3 Payment is to be by cheque, Electronic Funds Transfer (EFT), Direct Debit or via your electricity retailers metering charge as agreed in the Application Form.

5.4 Any costs incurred by us in the collection of outstanding amounts will be added to your total outstanding amount.

5.5 You will provide all reasonable assistance to enable us to deliver Services and charge for Services, including but not limited to (a) the instruction of meter co-ordinators to collect Fees for Services on behalf of us, (b) your nomination of us to meter co-ordinators as your exclusive Service provider, (c) that you inform and provide written notice of existence and provide copies of any related MCA agreements with metering coordinators arranged by us to any electricity retailer as part of any related electricity contract that you enter into during the term of this Agreement, (d) that you during the term of this Agreement maintain currency and not terminate or cancel any MCA that supports the provision of Services and payment of Fees.

5.6 Fees may be varied annually or on the 1st of July each year. Any increase will be limited to the greater of any increase in the Australian Bureau of Statistics Consumer Price Index, the Australian Electricity Regulator average network tariff increase for that year or 5%.

6.0 Fees & Payment Method

6.1 Fees for Service are calculated at the specified rate and for the specified duration for each meter or NMI nominated on the Application Form and as agreed by you ("Nominated Meter").

6.2 You authorise your selected electricity retailer to incorporate the Fee into your monthly electricity bill from your selected electricity retailer for each Nominated Meter.

6.3 If you and your selected electricity retailer cannot agree to bill the Fee via your monthly electricity bill or other circumstances prevent such an arrangement then you agree to pay the Fee directly to us on a monthly basis.

7.0 GST

Unless expressly stated otherwise, the Fees payable for the Services under this Agreement are exclusive of GST. In addition to the Fees, you must pay the GST applicable to each supply the subject of those Fees under the relevant invoice.

8.0 Privacy

8.1 We adhere fully to the Privacy Act. Our privacy statement sets out the way in which we collect, use and disclose information about you. For a full copy of our privacy statement please visit our website at www.PowerChoice.com.au and click on the privacy link

(<http://www.powerchoice.com.au/cms/index.php/privacy-statement>), or contact our office on 1300165020 or info@powerchoice.com.au.

8.2 You consent for us to use your personal information in accordance with our privacy statement.

9.0 Information

9.1 You consent to allow us or our suppliers to exchange your information and or details.

9.2 You will authorise metering companies and electricity retailers to regularly provide electronically to us any relevant information including meter details, electricity account information, meter data and energy usage details in a format required by us to provide Services ("Energy Information"). You will take all reasonable steps in a timely manner to ensure that this authorisation is enacted.

9.3 You consent for your Energy Information to be stored and used by us (on an anonymised basis) in perpetuity for the delivery of Services to third parties or for any business purpose.

10.0 Limitation of Liability

10.1 To the full extent permitted by law Including Australian Consumer Law & subject to clause (10.2), we will not be liable in any circumstances, however arising, to you or any person claiming through you in contract, tort, or otherwise (including negligence) for:

- Any economic loss or damage & in particular (without limitation), any loss of revenue, profits, data, actual or potential business opportunities, contracts or anticipated savings of profits; or
- Any indirect or consequential loss; or
- The acts of omissions of any supplier or any of our servants, officers, agents, contractors or subcontractors; or
- Our failure to continue to provide the Service to you for any reason whatsoever. You acknowledge that we do not guarantee continuous fault free provision of the service.

10.2 We will not be liable for any consequential, direct or special loss resulting from any fluctuation in energy prices, government regulated price, or any other market price into the future that may result from you being advised and contracted on rate higher than that may be available into the future and that is unknown or uncertain at the time.

11.0 Term of the Agreement.

The Agreement will commence on the date of its signing by you and will continue for 60 months or other period as agreed in writing ('Agreement Term').

12.0 Confidentiality

You will keep confidential, and will not use or disclose without our written consent, all information supplied by us that is marked or by its nature confidential. This includes Application Forms and energy offers from retailers.

13.0 Entire Agreement

13.1 The Agreement contains your and our entire understanding, to the exclusion of any and all prior or collateral agreement of understanding, relating to the Services provided whether oral or written. You acknowledge that you have not entered into the Agreement in reliance upon any statement made by us, other than as expressly contained in the Agreement.

13.2 If any part of the Agreement is found to be invalid or of no force or effect the Agreement shall be construed as though such part had not been inserted and the remainder of the Agreement shall retain its full force and effect.

13.3 To the extent that any Service specific term or condition conflicts with any other term or condition in the Agreement, the term or condition specific to the Service will apply.

13.4 In the Agreement, unless the context otherwise requires or permits:

- Where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- References to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;
- References to months and years means calendar months and years;
- The use of headings are only for convenience and do not affect interpretation and any headings, underlining or marginal notes are only included for ease of reference;
- The terms "included", "including" and similar expressions when introducing a list of items do not exclude a reference to other items of the same class or genus.

14.0 Notices

Any notice, demand, consent or other communication required to be given by either party must be delivered personally, or sent by registered mail or by facsimile to the address of the other as last notified.

15.0 Governing Law

The Agreement shall be governed & construed in accordance with the law of Queensland and the parties hereby submitted to the jurisdiction of the Courts of that State.

16.0 Termination

16.1 The Agreement may not be terminated other than in accordance with the terms and conditions mentioned herein and clause 24.

16.2 Should you elect to terminate the Agreement early with us at any time for any reason prior to expiry of the Agreement Term, you must provide us 90 days notice ("Early Termination").

16.3 Unless specified otherwise on Application Forms, upon any Early Termination by you or any termination by us pursuant to clauses 16.6 or 24.7, an Early Termination fee equivalent to a proportion of the total amount payable over the term Agreement for the Service ("Proportion") less all Fees paid for that Service under this Agreement, if being a mathematically positive amount, will be payable by you as follows:

Services contracted	Early Termination fee
Electricity Acquisition only (no Electricity Plus Program contract)	100% Proportion
Electricity Plus Program + Electricity Acquisition (initial energy contract)	80% Proportion
Electricity Plus Program only	50% Proportion
Electricity Plus Program + Electricity Acquisition (renewal energy contract)	50% Proportion

Example: A calculation of an early Termination fee would be for example:

Service: Electricity Plus Program only - Proportion 50%

Agreement Term: 5 Years

Fee: \$1000 per year

Amount Paid up until Early Termination: \$1500

Early Termination fee: $((5 \times \$1000) \times 50\%) - \$1500 = \$1000$

You agree that this Early Termination fee is a genuine and reasonable pre-estimate of the loss that we are likely to suffer as a result of your Early Termination of the Agreement.

16.4 We are also entitled to charge an administration fee to process any Early Termination.

16.5 The notice provided in clause 16.2 can take a written form or notice may be implied as being provided by your acts or failure to act in compliance with the terms of this agreement. Termination notices include acts of frustration or delay of the provision of Services including breaches of clause 5.5 and 9, and if you breach any term of this Agreement and fail to take reasonable steps to rectify that breach after 30 days written notice by Power Choice of any such breach.

16.6 We may terminate this Agreement with immediate effect if (a) Your Default under clause 23 is not corrected within 30 days or is not capable of remedy; or (b) You do not pay Fees by the due date for payment; or (c) You become insolvent.

17.0 Change of Circumstances

17.1 We may agree to suspend or terminate all or part of your Agreement that relates to specific locations or sites without penalty where you have undergone a force majeure closure of the site. Such suspension, termination or part termination will be at our sole discretion.

17.2 If we agree to terminate or suspend the Agreement under clause 17.1 you may be charged any related costs and an administration fee.

18.0 Assignment

18.1 We may assign some or all of our rights and obligations under the Agreement without your consent provided that we ensure that the assignee agrees to be bound by all of our associated obligations under the Agreement.

19.0 EasyDoc Agency

As a customer of Power Choice you appoint us as your act to act on your behalf ("EasyDoc Agent") under the authorities outlined herein.

20.0 EasyDoc Agency Diligence

As your EasyDoc Agent we will follow your instructions, act in your interest and will use reasonable diligence, care and skill in carrying out your instructions.

21.0 EasyDoc Agency Authority

You authorise us as your EasyDoc Agent to:

- Sign, authorise or execute electricity contact agreements, on your behalf as instructed by you.
- Sign, authorise or execute MCAs, direct metering agreements, metering co-ordinator agreements, novation agreements and any other related agreement on your behalf to establish or maintain Services as instructed by you including in the event of changes to the National Electricity Rules or maintenance of payment for Fees varied in accordance to clause 5.6.
- Provide notice of contract cancellation or termination to other parties including energy brokers, meter providers according to your terms of contracts on your behalf as instructed by you.
- Notify Australian Energy Market Operator ("AEMO") registered Financially Responsible Market Participants and AEMO Metering Co-ordinators and electricity retailers of any existing agreements and Power Choice service agreements that you have entered into and to direct them to maintain currency and effect these agreements, unless you explicitly direct us to cancel these agreements with your acknowledgement and your acceptance of any associated termination fees.

22.0 EasyDoc Agency Indemnity

You indemnify us for any loss or damage arising from any claim or action brought by any third party arising from the acts or omissions in connection with our acting as your EasyDoc Agent in accordance with this Agreement.

23.0 Default

23.1 If you or us believe that the other party to the Agreement has defaulted in their obligations in the Agreement then that party may issue a written notice to the other party which identifies the default and provides for a reasonable time to remedy the default ("Default").

24 Safety and Compliance

24.1 We or our agents may need to conduct work at your Nominated Meter sites to provide the Service. You agree to provide a safe work environment that meets all appropriate and required occupational, health and safety regulations.

24.2 If We or our agents deem a site at their sole discretion to be unsafe then We may suspend work or terminate the Agreement.

24.3 You are solely responsible for the operation, safety and work practices and monitoring of our work at your Nominated Meter sites. If you reasonably believe that works are being conducted in an unsafe manner you must suspend work being conducted and notify our head-office immediately.

24.4 We or our agents may need to install equipment to provide the Services which may require the site to meet certain compliance standards set by government regulation or by your electricity network provider. You agree to make any reasonable modifications at your own cost to your Nominated Meter sites to meet the relevant compliance standards.

24.5 Should you fail to provide the Nominated Meter site conditions outlined in 24.1 and 24.4 we will provide you with written notification of the requirement to rectify.

24.6 You have 30 days to rectify any failure notified to you by us.

24.7 If the failure is not rectified within 30 days then we may terminate the Agreement by written notice to you.

Important Information

25 Distribution and Transmission Losses:

25.1 The delivery of electricity to your location incurs various transmission and distribution losses as the electricity travels from the power station across high voltage lines, distribution lines and transformers. These depend on your location and are not negotiable. If you do not have a billable Distribution Loss Factor (DLF) or Transmission Loss Factor (TLF) allocated on your bill, Power Choice will estimate this factor using your network provider's guidelines when producing your Tender.

25.2 The energy prices are calculated using the following formula:

$$\text{Cost} = \text{Energy Price} \times \text{Kwh} \times (1 + \text{DLF}) \times (1 + \text{TLF})$$

26.0 Network Charges:

26.1 The network charges are allocated by your network provider. This component of your electricity bill covers the costs associated with the physical distribution of electricity within your network region. They include maintenance of the transformers, sub-stations, power-poles and wires within your region. This component of your electricity bill is non-negotiable and is regulated by the Australian Energy Regulator. This contains costs of both the electricity transmission provider (and the network distributors).

26.2 Network Charges can be based on an average of monthly usage, period of time and monthly peak kilowatt demand;

27.0 Market and Distribution Costs

These rates are governed by the Australian Energy Regulator and are reflective of the costs to manage and monitor the national electricity grid. These prices are not negotiable.

28.0 Future Prices of Electricity

28.1 We are unable to provide any forecasts of future electricity prices. Electricity operates in a commodities market, much like any commodity, such as wheat, oil, or coal. The future price of electricity is uncertain and we are not able to provide any forecasts, guarantees or warranties over any future electricity price. We recommend you contact a licensed financial advisor should you seek specific financial advice on the electricity market.

28.2 In addition, to market uncertainty, future service supply prices are determined by government legislative changes and regulated price changes. Currently legislative uncertainty is high. The Commonwealth Governments greenhouse legislation carbon tax/Emissions Trading Scheme/ Renewable energy targets and their related costs are uncertain.

28.3 What is known is the current market for electricity energy to be delivered in the future - the Electricity futures market. Source: www.asxenergy.com.au. Your future costs will be determined not only by market prices, government legislation, regulator prices, but also by your future electricity 'usage' and electricity 'demand'.

28.4 Any preceding or subsequent information communicated by any method, is not financial advice. Power Choice is not a provider of financial advice. Before making any decisions involving financial products or services we recommend you obtain independent qualified professional advice about the suitability of the products or services to your particular situation.

29.0 Warnings

29.1 All data, recommendations, and views expressed by Power Choice are not the views of affiliates, suppliers and electricity retailers. The information is of a general nature only. Neither Power Choice, nor its affiliates, directors, officers, employees, agents, contractors, successors or retailers offers any warranty as to the accuracy or reliability of the information including: calculations, estimates, conclusions, recommendations contained in the information and, to the maximum extent permitted by law, Power Choice cannot be held responsible for any loss, damage, or price increases or price decreases in the market unforeseen or not covered with the terms of any contract entered into.

Effective 17/4/2018