

## PREAMBLE

This *contract* is about the sale of energy to you as a *large business customer*. It is a market retail *contract* which sets out the terms and conditions for the sale and supply of energy to your premises. This *contract* does not cover the physical connection of your premises to the *distribution network*, including metering equipment and the maintenance of that connection.

## 1. THE PARTIES

This *contract* is between:

Blue NRG Pty Ltd (ACN 151 014 658), who sells energy to you at your premises (referred to in this *contract* as “we”, “our” or “us”); and

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

## 2. DEFINITIONS AND INTERPRETATION

Terms used in this *contract* have the same meanings as they have in *applicable energy laws* or in the glossary. For ease of reference, a simplified explanation of some terms is given at the end of this *contract*.

## 3. YOUR OBLIGATIONS TO US

- (a) To provide true, accurate, and honest information that we reasonably require to execute our duties under this *contract* and under *applicable energy laws*.
- (b) To notify us immediately if your details change. This includes changes to your name or business name, address, contact details or other details which a reasonable person could consider relevant.

## 4. COMMENCEMENT DATE AND TERM

### 4.1 Formation of contract

- (a) This *contract* is formed on the date you accept our offer to sell energy to you, provided that this is done within any timeframes for acceptance that we have communicated to you.
- (b) However, the supply of energy under this *contract* will not commence until the *supply start date* (see clause 4.2).
- (c) By entering into this *contract*, you acknowledge that we may end an agreement with your previous retailer.

### 4.2 Supply start date

- (a) Supply of energy under this *contract* will commence on the *supply start date*, which is the

later of the *proposed supply start date* (if any) and:

- (i) if you are transferring your premises to us from another retailer, the date on which we become the financially responsible market participant under *applicable energy laws* for the premises; or
- (ii) if you are an existing customer of ours for the premises, the date on which the last of the preconditions to supply under clause 4.3 is satisfied (or waived by us) in relation to the premises; or
- (iii) if the premises have not previously been connected, the later of:
  - (A) the date on which the last of any preconditions to supply is satisfied (or waived by us) in relation to the premises; and
  - (B) the date on which we become the financially responsible market participant under *applicable energy laws* for the premises.
- (b) If you are not an existing customer of ours at your premises, we will use reasonable endeavours to ensure that we are the financially responsible market participant under *applicable energy laws* for your premises on or as soon as practicable after the *proposed supply start date* (provided any preconditions to supply are satisfied by you or waived by us).
- (c) For the purposes of clause 4.2(b), we intend to facilitate the transfer of your premises to us as at your next scheduled meter read. However, you may request a special meter read to enable an earlier transfer, and if you do you agree to pay the associated costs.
- (d) We are not liable for any delays in effecting the transfer or any early termination fees, special meter read fees or other amounts you must pay the retailer from whom you are transferring.

### **4.3 Preconditions to supply**

- (a) The preconditions to the sale of energy to your premises under this contract are:
  - (i) your premises are connected to the network;
  - (ii) all relevant metering equipment is installed at the premises and, if required by us or your distributor, has been upgraded, and there is safe and unobstructed access to the metering equipment;
  - (iii) you have provided to us any credit history information if required by us and we are satisfied that you have an adequate credit rating or are otherwise able to meet your payment obligations under this *contract*; and
  - (iv) you have provided us with any *security deposit* required by us.
- (b) If the *supply start date* occurs before all the preconditions to supply are satisfied, we may

still require those conditions to be satisfied after the *supply start date*. Any waiver of the preconditions by us:

- (i) will be taken to be only a waiver of our rights to have those preconditions satisfied before the *supply start date*; and
- (ii) will not be taken to be a waiver of our rights to have those preconditions satisfied at all,

unless we expressly state otherwise.

#### **4.4 Supply period**

- (a) If the *contract* has a *supply period*, this is the period (starting on the *supply start date*) during which we are obliged to sell you energy under this *contract*. You may also be liable to pay us an early termination fee if you end the *contract* before the end of this period.
- (b) The end of the *supply period* does not, of itself, automatically end the *contract*. There may be a new *supply period* (see clause 4.7), and you still be liable to pay for energy taken after that period (see clause 4.8).

#### **4.5 Arrangements at end of the supply period**

- (a) At the end of the *supply period*, we may:
  - (i) extend this *contract* it to include a new *supply period*, to apply immediately following the date on which the *supply period* will end; and
  - (ii) specify the terms and conditions (including the charges) that will apply to the new *supply period*.

#### **4.6 Termination**

- (a) You may notify us at any time that you wish to end the *contract*. You must give us at least 5 business days' notice of your intention to do so.
- (b) If you give us such notice, this *contract* will end:
  - (i) if we both agree to a date to end the *contract* — on the date that is agreed; or
  - (ii) if you start to buy energy for the premises from us or a different retailer under another contract — on the date the other contract starts; or
  - (iii) if a different customer starts to buy energy for the premises — on the date that customer's contract starts; or
  - (iv) if the premises are disconnected and you have not met the requirements for reconnection — 10 business days from the date of disconnection; or

- (v) if you move out of your premises – the date in clause 4.7 (subject to clause 4.7(d)).
- (c) Rights and obligations accrued before the end of this *contract* continue, including any obligations to make payments to us.
- (d) Termination for any of the reasons listed in clauses 4.6(b)(i) – 4.6(b)(iv) may incur an early termination fee as set out in Appendix A.

#### **4.7 Vacation of premises**

- (a) If you are vacating your premises, you must provide us with notice of the date of vacation, and provide us with a forwarding address for your final bill. You will be liable for any energy consumed at your premises until the later of:
  - (i) the date we have conducted a final meter reading; and
  - (ii) the date on which you (or a person permitted by you) cease taking energy at the premises (which, if the premises are disconnected following the final meter read, will not be taken to be later than the date of disconnection).
- (b) You acknowledge that you are liable for charges associated with final meter readings and disconnection. The reading of the meter upon vacation of your premises may incur a special meter read fee.
- (c) If you vacate the premises, we may arrange for the supply of energy to be disconnected and may pass on to you any disconnection charges incurred by us.
- (d) You may ask us to transfer the *contract* from your existing premises to new premises in the same State or Territory. Upon receipt of such request we may offer to incorporate the new premises into the *contract* in substitution for the existing premises.

### **5. PRICING AND CHARGES**

You must pay us for any energy and other goods or services provided to you at your premises.

#### **5.1 Relevant tariffs and charges**

Our tariffs and charges for the sale of energy to you under this *contract* can be found in your *welcome pack*.

#### **5.2 Variation to tariffs and charges**

If we vary our tariffs and charges that are applicable to you, we will provide you with notice in writing. We may vary your tariffs or charges:

- (a) to reflect the cost to us of any changes to regulated charges or tariffs, regulatory compliance requirements, metering charges, meter data charges, service charges, loss factors or charges resulting from the operation of the National Electricity Market;

- (b) to reflect changes in the Consumer Price Index (CPI);
- (c) to reflect changes in regulated distribution use of system charges, including the introduction of any time of use or flexible pricing *distribution network* charges or tariffs;
- (d) to reflect any change in the wholesale electricity hedge arrangements that we have in place, that directly or indirectly increases the cost to us of purchasing the electricity we sell to you, or the cost of hedging its wholesale price;
- (e) to reflect any changes in the cost to us in complying with environmental schemes and in any costs arising out of any other regulatory requirements or changes in any other regulatory requirements;
- (f) to reflect any increase in our costs as a result of a new tax being imposed or the basis for imposing or calculating any existing tax altering.

### 5.3 Additional retail charges

You acknowledge that we may charge you *additional retail charges* on a reasonable basis. This includes, for example:

- (a) charges for goods and services provided by us;
- (b) metering charges incurred by us from the *network operator* or metering provider for service to your property;
- (c) disconnection and reconnection charges incurred by us;
- (d) early termination fees.

### 5.4 GST

- (a) Amounts specified in our prices from time to time and other amounts payable under this *contract* may be stated to be exclusive or inclusive of *Goods and Services Tax (GST)*. Paragraph (b) applies unless an amount is stated to include *GST*.
- (b) Where an amount paid by you under this *contract* is payment for a “taxable supply” (as defined in the *GST Law*), to the extent permitted by law, that payment will be increased so that the cost of the *GST* payable on the taxable supply is passed on to the recipient of that taxable supply.

## 6. NOTICES

- (a) Notices and bills under this *contract* must be sent in writing, via post, fax or email.
- (b) A notice or bill sent under this *contract* is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the party’s premises (in your case) or

one of our offices (in our case); or

- (ii) on the date it is successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (iii) on the date two business days after it is posted; or
  - (iv) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically; or
  - (v) if delivered by hand before 4.00pm on a business day at the place of delivery, upon delivery and otherwise on the next business day at the place of delivery.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## **7. CREDITWORTHINESS AND SECURITY DEPOSIT**

- (a) You authorise us to conduct a credit assessment on you.
- (b) We may require you to provide a *security deposit* if it is fair and reasonable in the circumstances.

## **8. INVOICING CYCLE**

- (a) You agree that your invoicing cycle will be monthly and we will send an invoice to you as soon as possible after the end of the invoicing cycle.
- (b) Invoices are sent to your nominated email address. Invoices can be mailed to a nominated postal address; however, this may incur a fee of \$5 per invoice.

## **9. PAYING YOUR INVOICE**

### **9.1 What you have to pay**

You must pay to us the amount shown on each invoice by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 12 business days from the date on which we issue your invoice.

### **9.2 Debt collection**

You acknowledge that we may charge you any costs we have incurred through recovering unpaid amounts from you, including costs we may incur through the use of external debt collection agencies.

## **10. METERING**

### **10.1 Meter data**

- (a) We may estimate the amount of energy consumed at your premises if:
- (i) your meter cannot be read;
  - (ii) your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty); or
  - (iii) you otherwise consent.

By entering into this contract, you consent to the use of estimated data for the purposes of monthly invoicing.

- (b) If we estimate the amount of energy consumed at your premises to calculate an invoice, we must:
- (i) clearly state on the invoice that it is based on an estimate, or what part is based on an estimate, and
  - (ii) when your meter is later read, adjust your invoice for the difference between the estimate and the energy actually used.
- (c) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over a 12 month period.
- (d) If the meter has not been read due to your actions or omissions, and you request us to replace the estimated invoice with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

## 10.2 Meter access

- (a) You must allow us (or our representative) unhindered and convenient access to your premises during the *contract*, and for a reasonable period of time after termination of this *contract* to the meter, to connect, disconnect or reconnect your energy supply, carry out maintenance and test electrical equipment on the distribution system, or to otherwise assist us to comply with our obligations under this *contract* and the *applicable energy laws*.
- (b) You must advise us immediately if you become aware of a potential safety hazard at your premises and provide us or our representatives with adequate protection against that hazard.
- (c) If you deny access to read the meter and later request an invoice based on an actual meter reading we may charge an ***Applicable energy law*** for this purpose.

## 10.3 Meter reads

We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the *applicable energy laws* and in any event at least once every 12 months.

## 11. ADJUSTMENTS TO INVOICE

### 11.1 Invoice review

- (a) If you disagree with your invoice, you may advise us of this and we will review your invoice.
- (b) If the review finds that your invoice is correct, you must either pay the outstanding amount or request a meter test in accordance with *applicable energy laws*. If your meter is compliant with *applicable energy laws*, you must pay us the unpaid invoice amount(s) and the cost of the meter test.
- (c) If the review finds that your bill is incorrect, we will adjust the bill in accordance with the provisions in clause 10 of this *contract*.

## 12. COMPLAINTS AND DISPUTE RESOLUTION

### 12.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this *contract* generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures, which are developed in accordance with the Australian Standard on Complaints Handling.

## 13. DISCONNECTION OF SUPPLY

### 13.1 Matters giving rise to disconnection

We may disconnect or interrupt energy supply to you if you:

- (a) have not paid your invoice in relation to the premises by the due date
- (b) refuse to pay a *security deposit* or fail to provide acceptable identification
- (c) refuse to allow the meter to be read for 3 consecutive billing periods and we have complied with all applicable pre-conditions referred to in the *applicable energy laws*; or
- (d) refuse, when required, to provide acceptable identification (if you are a new customer) and we have complied with all applicable pre-conditions referred to in *applicable energy laws*; or
- (e) request that your supply be disconnected.

## 14. OUR LIABILITY

- (a) The quality and reliability of your energy supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the *distribution network* and the

acts of other persons (such as your *network operator*), including at the direction of a relevant authority.

- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, and fitness for purpose or safety, other than those set out in this *contract*.
- (c) Unless we have acted in bad faith or negligently, we are not liable for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

## **15. FORCE MAJEURE**

### **15.1 Effect of force majeure event**

If either party to this *contract* cannot meet an obligation under this *contract* because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

### **15.2 Obligation to overcome or minimise effect of force majeure event**

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

### **15.3 Settlement of industrial disputes**

Nothing in this clause 15 requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

## **16. WRONGFUL AND ILLEGAL USE OF ENERGY**

### **16.1 Illegal use of energy**

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

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that:

- (i) unreasonably interferes with the connection or supply of energy to another customer; or
- (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this *contract*; or
- (e) tamper with, or permit tampering with, any *meters* or associated equipment.

## 17. PRIVACY ACT NOTICE

### 17.1

- (a) We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website.
- (b) You acknowledge that we may disclose your personal information to external third parties we engage, such as debt collection agencies, authorised representatives, government or regulatory bodies, agents and contractors, or your network service provider.
- (c) You acknowledge that we may also disclose your personal information to credit reporting agencies in certain circumstances.

### 17.2 Marketing Communications

We will let you know about our products and any special offers to help you on your energy savings journey, even after this Agreement ends. You can, at any time you decide, opt out and stop receiving these offers, by emailing to [info@bluenrg.com.au](mailto:info@bluenrg.com.au) and we will record your request. We'll keep making this information and any offers available to you until you tell us that you don't want to receive this material

## 18. OBLIGATIONS TO NETWORK OPERATOR

You must comply with all reasonable requirements of the *network operator* in complying with the requirements of the *applicable energy laws* in supplying energy to you. We are not responsible for any supply interruptions or disconnection to your supply arising from interruption or reduction in the supply and/or quality of energy, variation in electricity voltage, or frequency of the supply.

## 19. GENERAL

### 19.1 Our obligations

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

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this *contract*.

## **20. AMENDMENTS TO THIS CONTRACT**

**20.1** You agree that we may from time to time, by notice to you in writing, vary this *contract*:

- (a) to reflect any amendment *applicable energy laws*, or the introduction of a new *applicable energy law*
- (b) where such changes are reasonable required due to changes to our business systems, processes or requirements; or
- (c) to protect our legitimate business interests.

**20.2** Where relevant, you agree to comply with the contracts variations made in accordance with clause 20.1.

## GLOSSARY AND SIMPLIFIED EXPLANATION OF TERMS

**Additional retail charge** means a charge relating to the sale of energy other than a charge based on a tariff applicable to you, and which must be fair and reasonable having regard to related costs incurred by us.

**Additional energy laws** means all rules, regulations, codes, statutes, guidelines, licenses, legislation, orders in council, tariffs, proclamations, direction or standards that regulate participants of the energy industry in Victoria, New South Wales and South Australia, as varied or replaced from time to time.

**CPI** means the Consumer Price Index.

**Contract** means:

- (a) where the contract is formed in writing, the *small customer agreement*, the terms and conditions set out in this document and the *welcome pack*; and
- (b) where the contract is formed verbally, the *voice recording*, the terms and conditions set out in this document and the *welcome pack*.

**Distribution network** means the network used to deliver energy to your premises.

**GST** means GST as defined in GST Law. GST Law means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time or any replacement or other relevant legislation and regulations.

**Network operator** means the entity that operates the distribution or transmission network used to deliver energy to the premises.

**Proposed supply start date** means the date (if any) specified as such in your *contract*.

**Security deposit** means an amount of money or other arrangement acceptable to us which you pay us as security against your failure to pay an invoice.

**Large business customer** means a customer who is not a *residential customer* and consumes more than 160 MWh per annum at business premises.

**Supply period** means the minimum period of supply under the *contract* (as explained in clause 4.4).

**Supply start date** is defined in clause 4.2.

**Voice recording** means the recording of the telephone conversation with us during which you accepted the *contract*.

**Welcome pack** means the suite of documents that are sent to you soon after the formation of the *contract* in which your details and further details of the *contract* are included and which incorporates the *disclosure information*.

## **APPENDIX A: EARLY TERMINATION FEES FOR LARGE CUSTOMERS**

Early termination of this contract before the end of the *supply period* may incur damages or losses as estimated by us. This includes our reasonable costs, loss and expenses arising from the breach of the *contract*, including (but not limited to) the gross margin forgone due to the early termination of this *contract*.