

LARGE CUSTOMER TERMS AND CONDITIONS

1 ABOUT THIS AGREEMENT

These terms and conditions form part of an agreement for the sale of electricity to you at the Supply Address. The Important Details form the other part of the Agreement.

1.1 The parties

This Agreement is between: Blue NRG Pty Ltd ABN 30 151 014 658, referred to in these terms and conditions and elsewhere in the Agreement as “**we**” or “**us**”; and the Customer identified in the Important Details referred to in this Agreement as “**you**”.

1.2 Definitions and interpretation

Definitions of terms used in this Agreement are provided at the end of these terms and conditions. Terms used in the Electricity Law will have the same meaning as used in the applicable Electricity Law.

1.3 Term

This Agreement starts on the Effective Date and ends on the End Date, except as otherwise provided by this Agreement.

2 AUTHORITY TO ENTER THIS AGREEMENT

- 2.1** You warrant that you have the power to execute this Agreement and have all authority, approvals and rights needed to perform it.
- 2.2** You must provide us with all documents we request to verify your identity as the Customer, and the authority of the person(s) who enter this Agreement on behalf of the Customer within 5 business days. Failure to do so will be a breach of a material term of this Agreement.

3 SCOPE OF THE AGREEMENT

3.1 What is covered by the Agreement?

- (a) Under the Agreement we agree to sell you electricity at the Supply Address. We also agree to meet our other obligations under the Agreement and to comply with Electricity Law including the provision, installation and maintenance of your meter.
- (b) In return, you agree:
 - (i) to be responsible for rates, charges and fees for electricity supplied to the Supply Address until the Agreement ends under clause 4.5 even if you vacate the Supply Address earlier; and
 - (ii) to pay the amounts billed by us under the Agreement; and
 - (iii) to meet your obligations under the Agreement and Electricity Law.

3.2 What is not covered by the Agreement?

The Agreement does not cover the physical connection of the Supply Address to the distribution system, and the maintenance of that connection and the supply of electricity to the Supply Address. This is the role of your distributor.

3.3 Distribution Services

We will arrange for distribution services to your Supply Address unless you notify us that you have made different arrangements, including arrangements for a new connection. We are not responsible for ensuring a Supply Address is on, or remains on, the correct or optimal network tariff classification. However, if your electricity usage falls below the Relevant Threshold, we may initiate a process to reclassify your tariff to one that is appropriate for a Small Customer.

4 WHAT IS THE TERM OF THE AGREEMENT?

4.1 When does the Agreement start?

The Agreement starts on the Effective Date. This is the date when you accept our offer, provided you do this before any offer expiry date included in the Important Details. You can accept by signing and returning the Agreement to us by mail or email.

4.2 Updating information

Although the Agreement may have started, we do not start selling you electricity unless and until:

- (a) you have given us:
 - (i) your contact details for billing purposes and, if you rent the Supply Address, contact details for your landlord or the landlord's agent; and
 - (ii) credit information, if required by us and Credit Support (where we require it);
- (b) you have paid any applicable connection or other charge associated with connecting the Supply Address to the distribution system and the Supply Address is connected and all required metering equipment is installed, including a Smart Meter, which we can arrange for you at your cost; and
- (c) if we are not already the retailer responsible to AEMO for the Supply Address under Electricity Law, the later of any proposed transfer date stated in the important details and the date a transfer of that responsibility to us is completed. The date when we start selling you electricity is the "Start Date".

4.3 Final decisions we may make before we start selling you electricity

If at any time before the Start Date we decide we are not satisfied with information you have provided to us about your eligibility for our offer or about your creditworthiness, or if the transfer process referred to in clause 4.2(c) is delayed or prevented due to factors outside of our reasonable control and does not occur on your next scheduled meter read or the date we schedule a special meter read with you, then we may immediately end the Agreement by giving notice to you. We will not be required to provide any compensation to you, nor will you to us.

4.4 Transferring responsibility for the Supply Address

If we are not currently the retailer responsible to AEMO for the Supply Address under Electricity Law, we will arrange for the transfer of that responsibility to us. We will use reasonable endeavours to see that transfer is completed on any Proposed Start Date stated in the Important Details but are not liable to you for any delays.

4.5 When does the Agreement end?

- (a) Unless it ends earlier under clause 4.5(d) or under clause 19, the Agreement will continue from the Start Date until the End Date.
- (b) If we have agreed a Fixed Term with you, we will send you a notice within a reasonable period before the Fixed Term expires, advising you when the term expires, what your options are and what our default rates applicable under clause 4.5(f) will be upon expiry of the Fixed Term if you do not enter a new contract with us or transfer to another retailer.
- (c) If your End Date is ongoing or not specified, you may give us a notice at any time stating the date on which you wish to end the Agreement, which must be no earlier than 5 Business Days and no later than 20 Business Days from the date of your notice. We will then respond confirming our agreement to the revised End Date in accordance with clause 4.5(d)(iii), and advising you what our default rates applicable under clause 4.5(f) will be upon expiry of the Fixed Term if you do not enter a new contract with us or transfer to another retailer.
- (d) The Agreement ends:
 - (i) if you breach a material term of the Agreement and do not remedy the breach within 30 days of us giving you notice, including if you fall below the Relevant Threshold;
 - (ii) if you vacate the Supply Address in accordance with clause 4.6;
 - (iii) if we both agree to a date to end the Agreement, on the date that is agreed;
 - (iv) if you start to buy electricity for the Supply Address from us or a different retailer under a separate customer retail agreement—on the date the sale of electricity under that other agreement starts;
 - (v) if a different customer starts to buy electricity for the Supply Address—on the date the sale of electricity under that customer's agreement starts; or
 - (vi) after the Supply Address is disconnected under clause 14.
- (e) If the Agreement ends under clause 4.5(d), then, if the Agreement is one for a Fixed Term, we may suffer loss. To allow us to recover our genuine pre-estimate of that loss, we may charge you, and you agree to pay, an early termination fee. That fee will be calculated by us, and will be for an amount equal to all the charges we estimate we would have received from you over the remaining period of the Fixed Term, less the costs we estimate we would have incurred to purchase and on-sell electricity to you over that period. In calculating your early termination fee, we will act reasonably, and we will be entitled to use estimates and forecasts; methodologies based on an index, industry benchmark, relevant law or regulatory guideline; determinations of suitably qualified independent experts selected by us; and averaging methodologies. As we manage the purchasing of electricity for our customers on a portfolio basis, some costs we incur, and which will be included in the calculation may be allocated across our customers using methodologies we consider appropriate. At any time, you may ask us for an estimate of your likely early termination fee. We will give you this estimate within a reasonable time of your request. Any estimated early termination fee will be based on information current at the date we calculate the estimate and, as such, that estimated fee may be different to your actual fee. Your actual early termination fee would be payable on the Invoice Due Date on your final bill. At your request, we would give you a statement setting out how we calculated your early termination fee.
- (f) After the Agreement ends under clause 4.5(d) and if we continue after then to be liable to AEMO for electricity supplied to the Supply Address, we may either

sell that electricity to you at our default rates or arrange for disconnection of the Supply Address. We will include details of our initial default rates in the notice we give you under clauses 4.5(b) or (c). We may change our default rates at any time and will give you notice of any relevant change as soon as practicable.

- (g) Rights and obligations accrued before the end of the Agreement continue despite the end of the Agreement, including any obligations to pay amounts to us.

4.6 Vacating the Supply Address

- (a) If you are vacating the Supply Address, you must provide your forwarding address to us for your final bill.
- (b) When we receive the notice, we will use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a Final Bill to you at the forwarding address stated in your notice.
- (c) You will be liable for charges associated with the final meter read and disconnection of the Supply Address and will continue to be responsible for all other rates, charges and fees for the Supply Address until the Agreement ends in accordance with clause 4.5.
- (d) You will not be deemed to have vacated the Supply Address until such time as there is a final meter read.

4.7 When will you receive your Final Bill

- (a) You will continue to be billed by us until we are no longer the supplier attached to the national metering identifier of the meter at the Supply Address. This means you will only receive your Final Bill once we have obtained the final reading of your meter (unless 4.7(b) applies) and one of the following has occurred in accordance with this Agreement:
 - (i) You have vacated the Supply Address; or
 - (ii) You have stopped purchasing electricity from us at the Supply Address; or
 - (iii) the Supply Address is disconnected.
- (b) If one of the events in 4.7(a)(i),(ii) or (iii) occurs but we cannot obtain a final reading of your meter, we may issue your Final Bill based on:
 - (i) an estimate in accordance with clause 8.3; or
 - (ii) a meter reading that you provide us.

5 YOUR GENERAL OBLIGATIONS

5.1 Full information

- (a) You must give us any information we reasonably require for the purposes of the Agreement.
- (b) All information you provide to us must be correct, and you must not mislead or deceive us in relation to that information.

5.2 When you must notify us

You must tell us promptly if:

- (a) information you have provided to us changes, including if your billing address changes or if your use of electricity changes;
- (b) you are not a relevant participant under a Scheme Law applicable to the state in which your Supply Address is located and provide us with evidence of this to our reasonable satisfaction;
- (c) the annual electricity consumption at your Supply Address falls, or is reasonably likely to fall, below the Relevant Threshold; or
- (d) Solar PV panels have been, or are intended to be, installed at your Supply Address.

5.3 Conduct

- (a) You must conduct yourself in an open and honest way when dealing with us, including (without limitation):
 - (i) Not misleading or deceiving us in relation to any of the matters subject to clause 5.2;
 - (ii) Not misleading or deceiving us about your financial position or ability to pay; and
 - (iii) Not using us as unwitting participants in an effort to defeat a creditor.
- (b) Failure to comply with this clause 5 will constitute a breach of a material term of this Agreement.

6 OUR LIABILITY

6.1 The quality and reliability of your electricity 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 system and the acts of other persons (such as your distributor), including at the direction of a Relevant Authority.

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

6.3 Despite anything else in this Agreement, and despite anything outside the Agreement other than an applicable law, we will only ever be liable to you for direct damage and we will not be liable to you for indirect damage, including:

- (a) indirect loss; or
- (b) consequential loss; or
- (c) business interruption loss; or
- (d) lost profits; or
- (e) loss of an opportunity; or
- (f) your liability to other people under agreements or otherwise.

6.4 Nothing in the Agreement varies or excludes any limitation of liability or immunity we have under the law.

7 PRICE FOR ELECTRICITY AND OTHER SERVICES

7.1 What are our Retail Energy Charges, charges and fees?

- (a) The rates we use to determine our electricity charges are included in the Important Details. Your bills will also state the Retail Energy Charges that apply.
- (b) Separate to our Retail Energy Charges we will also impose Network Charges, Environmental Charges, Metering Charges and AEMO Charges at rates which will vary from time to time to cover the related costs we incur in connection with the electricity we sell you, or our best forward estimate of those costs. We will include details of the actual rates and of variations to them in your bills, unless the Important Details states that any of these charges are to be bundled within your Retail Energy Charges.
- (c) We may also charge you:
 - (i) Any retail service and other charges included in Important Details;
 - (ii) Reasonable costs we incur if you do not allow access to your meter or you request an unscheduled meter reading;
 - (iii) any merchant service fees we incur because of payment method you use in paying your bill;
 - (iv) costs imposed on us, if, due to fault on your part, payments you make to us are dishonoured or reversed;
 - (v) any other charges and fees included in the Important Details or these T&C;
- (d) You may be subject to demand tariffs charged by your distributor, which is outside our control. A demand tariff is a charge that applies for the maximum electricity supplied to your premises for each day of the billing period, regardless of how much electricity you consume. If applicable this will be charged in dollars per kilowatt of maximum demand per month and included in your next bill.

7.2 Changes to rates due to changes in use

If there is a change in your electricity consumption and as a result you are no longer eligible for the particular rate you are on because you fall below the Relevant Threshold in clause 18.1, we may change your rate to what is most appropriate given the change in your electricity consumption. We will give you the notice of the change as soon as practicable and in any event no later than your next bill.

7.3 Changes to rates due to Change in Law

If there is a Change in Law, we may:

- (a) Increase your Retail Energy Charge to reflect our net increased costs arising from the Change in Law as reasonably determined by us; or
- (b) decrease your Retail Energy Charge to reflect our net decreased costs derived from the Change in Law, as reasonably determined by us; and
- (c) We will give you reasonable prior written notice of the nature of a Change in Law before an increase under this clause 7.3 commences.
- (d) An increase or decrease under this clause 7.3 may be applied retrospectively to the time when the Change in Law took effect.

7.4 Changes to rates, charges or fees during a Billing Cycle

If the rates, charges or fees applying to you change during a Billing Cycle, we will calculate your next bill on a proportionate basis.

7.5 Changes in the Consumer Price Index

Where we have not agreed a fixed rate with you, we may, in our discretion, adjust the price each year to reflect changes in the Consumer Price Index, Australia.

7.6 GST

- (a) Words or expressions used in this clause 7.6 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause.
- (b) Unless specifically described as “GST inclusive” any consideration payable for a supply made under or in connection with the Agreement does not include an amount on account of GST. If GST is payable on any supply made under or in connection with this Agreement (not being a supply the consideration for which is specifically described as “GST inclusive”), the recipient of the supply must pay to the supplier an additional amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply, provided that the supplier gives the recipient a tax invoice for the supply.

7.7 Price change notice

We will notify you of any changes to your Retail Energy Charge where you have not agreed a fixed Retail Energy Charge with us, Network Charges, Environmental Charges and any other price changes as soon as practicable but no later than your next bill after any such change takes effect.

8 BILLING

8.1 General

We will send a bill to you as soon as possible after the end of each Billing Cycle. We will send the bill:

- (a) to you at the email or postal address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the email or postal address specified by you.

8.2 Calculating the bill

Bills we send to you will show:

- (a) the amount of electricity consumed at the Supply Address during the Billing Cycle (using information obtained from reading your meter or otherwise in accordance with Electricity Law); and
- (b) the amount of charges and fees for any other services provided by us under the Agreement during the Billing Cycle; and
- (c) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

8.3 Estimating your electricity consumption

- (a) We may estimate the amount of electricity consumed at the Supply Address if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.
- (b) If we estimate the amount of electricity consumed at the Supply Address to calculate a bill, we will:
 - (i) clearly state on the bill that it is based on an estimation; and
 - (ii) when your meter is later read, adjust your bill for the difference between the estimate and the electricity actually consumed.
- (c) If the later meter read shows that you have been undercharged, we will allow you to pay the under charged amount in instalments, over the same period during which the meter was not read up to 12 months.
- (d) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

9 PAYING YOUR BILL

9.1 What you have to pay

9.2 You must pay to us all amounts due under every contract you have with us for each Supply Address. In general this means you must pay to us the amount shown on each bill by the date for payment (**Invoice Due Date**) on the bill. The Invoice Due Date will be no earlier than 10 business days from the date on which we issue your bill.

9.3 Payment options

Unless we make a different agreement with you or, because you are late paying your bill, we require you to use a particular payment method nominated by us, you can pay your bill by any of the options listed on your bill.

9.4 Issue of reminder notices

If you have not paid your bill by the Invoice Due Date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 5 Business Days after we issue the notice. Failure to pay the amounts due by the end of this further due date will constitute a breach of a material term of the Agreement and may result in disconnection.

9.5 Difficulties in paying

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

9.6 Late payment

If you have not paid a bill by the Invoice Due Date then:

- (a) we may require you to pay interest on the late payment at a rate set by us from time to time equal to 2% above the Reserve Bank of Australia cash rate; and
- (b) we may take legal proceedings or other steps against you to recover the overdue amount and our debt recovery costs including any amounts paid to a debt collection agency as compensation for collecting the debt.

9.7 Advance payments

You may pay us in advance. However, we do not pay interest on advance payments and will not refund them before the Agreement ends.

9.8 Account Credits

Where your account with us is in credit, we may at our sole discretion apply such credit balance to:

- (a) your next bill;
- (b) any other account that you hold with us for a different Supply Address;
- (c) any amount for which we have undercharged in accordance with clause 11.1.

10 METERS

10.1 You must allow us and our representatives safe and unhindered access to the Supply Address for the purposes of reading, testing, maintaining, inspecting, altering or replacing the meter at the Supply Address as well as calculating or measuring electricity supplied to the Supply Address, checking the accuracy of metering data and replacing the meter.

10.2 If at any time you have a Direct Metering Agreement, you must notify us promptly in writing, and include details of your metering services provider. If we are responsible under the National Electricity Rules for engaging a metering provider and a metering data provider for the metering installation at your Supply Address, we will engage your metering services provider to act in those roles.

10.3 If you have a Direct Metering Agreement in place you can choose to appoint a Metering Coordinator to engage your metering services provider and if you do, all Metering Charges will be directly payable by you to the appointed Metering Coordinator in accordance with your agreement with your Metering Coordinator. If you choose not to appoint a Metering Coordinator, we will appoint one for you and recover from you, as a Metering Charge, any amounts we are liable to pay to your Metering Coordinator on a pass-through basis.

10.4 If your Direct Metering Agreement expires during the Term, we may move you on to a new metering services agreement upon notice to you and will pass through any Metering Charges we incur under that Agreement.

11 UNDERCHARGING AND OVERCHARGING

11.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you even if we do not become aware of our right to recover this amount until after this Agreement has expired or terminated.
- (b) If we recover an undercharged amount from you, we will not charge interest on the undercharged amount unless we have been charged interest by a third party, in which case we may pass that interest charge onto you.

11.2 Overcharging

- (a) Where you have been overcharged, we will inform you as soon as possible after we become aware of the overcharge and, if you have already paid that amount, we will credit that amount to your account in accordance with clause 9.8. However, if you request otherwise (e.g. request a refund), we will comply with that request.

- (b) If you have stopped buying electricity from us, we will use our best endeavours to pay the overcharged amount to you and will do so as soon as practicable.
- (c) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

11.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill. If the bill is incorrect, we will adjust your bill.
- (b) If the bill is correct and you ask us to, we will arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we will reimburse you for the amount paid.
- (c) If we are reviewing your bill, you are still required to pay any other bills from us that are due for payment and the lesser of:
 - (i) the portion of the bill that you do not dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months.

12 CREDIT SUPPORT

12.1 Credit Support

We may carry out a credit check on you at any time. We may require you to provide Credit Support if at any time we are concerned with your creditworthiness. The amount of the Credit Support required may be up to three times the average or estimated monthly invoice amount for each Supply Address. You must provide us with Credit Support within 10 Business Days of receiving our request. Failure to provide Credit Support will constitute a breach of a material term of this Agreement.

12.2 Use of Credit Support

- (a) We may draw on the Credit Support provided by you to offset any amount you owe under this Agreement:
 - (i) if you fail to pay a bill and, as a result, we arrange for the disconnection of a Supply Address under any account you hold with us; or
 - (ii) in relation to a Final Bill.
- (b) If we use your Credit Support to offset amounts owed to us, we will advise you as soon as possible.
- (c) You agree that, if the form of Credit Support you provide is a cash deposit, we may retain any interest accruing on this cash amount.
- (d) You must ensure that any Credit Support you provide is continuously maintained in full force and effect until this Agreement ends and all outstanding amounts you owe us under the Agreement have been paid. If we draw on the Credit Support, we may give you notice to provide further Credit Support to us so that the amount of the Credit Support held by us is maintained at the same amount as before we drew on it.
- (e) We will release the balance of the Credit Support after this Agreement ends and all outstanding amounts you owe us under this Agreement have been paid.

13 SUPPLY INTERRUPTIONS

13.1 We may arrange planned interruptions (maintenance repair etc.)

- (a) We may arrange our own planned interruptions to the supply of electricity to the Supply Address where permitted under Electricity Law for the purpose of the installation, maintenance, repair or replacement of your meter.
- (b) If your electricity supply will be affected by a planned interruption arranged by us, we will give you at least 4 business days' notice by mail or other appropriate means.

13.2 Your right to information about planned interruptions

- (a) If you request us to do so, we will use our best endeavours to explain any planned interruption to the supply of electricity to the Supply Address which was arranged by us.
- (b) If you request an explanation be in writing we will, within 10 business days of receiving the request, give you either the written explanation or an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For interruptions made by your distributor, we may refer you to your distributor to provide information.

14 DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

We may arrange for your distributor to disconnect the Supply Address if:

- (a) you do not pay your bill by the Invoice Due Date and the bill is not fully paid before the notice period expires, in breach of clause 9;
- (b) you are Insolvent;
- (c) you vacate the Supply Address during the Term (see clause 4.6);
- (d) you do not provide Credit Support we require from you in breach of clause 12.1;
- (e) your meter at the Supply Address is not reasonably accessible;
- (f) you fail to give us safe and unhindered access to the Supply Address as required by clause 10.1 or any requirements under Electricity Law;
- (g) there has been illegal or fraudulent use of electricity at the Supply Address in breach of clause 15;
- (h) you purchase electricity at your Supply Address principally for personal, household or domestic use;
- (i) you fail to provide the documents requested to verify your identity or authority to enter this Agreement in breach of clause 2;
- (j) you fail to provide us with information or conduct yourself in an open and honest way in breach of clause 5;
- (k) this Agreement is ended pursuant to clause 4.5(d)(i) or 4.5(d)(iii); or
- (l) we are otherwise entitled or required to do so under Electricity Law.

14.2 When can we arrange for immediate disconnection?

We may request your distributor to disconnect your Supply Address immediately by giving you written notice for any one or more of the following:

- (a) If you are Insolvent;
- (b) If an administrator or receiver is appointed to you, and that administrator or receiver does not accept personal liability for ongoing electricity supply within 24 hours of receipt of our request that they do so; or
- (c) If a scheme administrator is appointed to you, and that scheme administrator does not accept liability on your behalf for ongoing electricity supply within 24 hours of receipt of our request that they do so.

15 WRONGFUL AND ILLEGAL USE OF ELECTRICITY

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

- (a) Illegally use electricity supplied to the Supply Address; or
- (b) interfere or allow interference with any electricity equipment that is at the Supply Address except as may be permitted by law; or
- (c) use the electricity supplied to the Supply Address or any electricity equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of electricity to another customer; or
 - (ii) causes damage or interference to any third party; or
- (d) allow electricity purchased from us to be used otherwise than in accordance with the Agreement and Electricity Law; or
- (e) tamper with, or permit tampering with, any metering equipment.

16 NOTICES AND BILLS

16.1 Notices and bills under this Agreement must be sent in writing, unless the Agreement or Electricity Law says otherwise.

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

- (a) on the date it is handed to the party, left at the supply address (in your case) or our office (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
- (b) on the date 3 business days after it is posted; or
- (c) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent by email or otherwise electronically and the use of electronic communication has been agreed between us.

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

17 PRIVACY

- 17.1** You agree that we may collect and use credit information about you to evaluate your credit eligibility and what level, if any, of credit we can provide to you or continue to provide to you, and to manage our relationship with you, and we may disclose your credit information to any credit reporting body.
- 17.2** We maintain a privacy policy in compliance with the provisions of the Privacy Act 1988 (Cth) for data that we collect about individuals.
- 17.3** The Privacy Policy does not apply to:
- (a) Data we collect from businesses that is not personal information; or
 - (b) how you handle personal information.
- 17.4** It is your responsibility to meet the obligations of the Privacy Act 1988 (Cth) by implementing a privacy policy in accordance with law.
- 17.5** You agree to us collecting relevant personal information and sensitive information about you contained in, or which becomes available to us under, this Agreement, and consent to us using that information to exercise our right and perform our obligations under this Agreement and to us disclosing that information to other persons who require it if that helps us with the sale of electricity and the supply of relevant services under the Agreement.
- 17.6** Our privacy policy (including credit reporting) is available on our website. If you have any questions, you can contact our privacy officer by email at privacy@bluenrg.com.au.
- 17.7** We will comply with all applicable laws concerning the use or disclosure of personal information.

18 CONSUMPTION THRESHOLDS

18.1 Background

The following table sets out per annum consumption thresholds that apply to an individual Supply Address of a large business customer, or to more than one Supply Address of a large business customer in the aggregate, below which, under applicable law, the large business customer is treated as a Small Customer and entitled to various consumer protections. If you fall below the Relevant Threshold, we may terminate this Agreement.

State or Territory	Consumption threshold	Individual or aggregate
South Australia	160 MWh	Aggregate
Victoria	40 MWh	Individual
New South Wales	100 MWh	Aggregate
Queensland	100 MWh	Aggregate

18.2 Explicit informed consent

Unless your Supply Addresses are located in Victoria, if you have more than one Supply Address, then you give explicit informed consent to those Supply Addresses being treated on an aggregated basis for the purposes of, and to the full extent permitted by, Electricity Law.

19 RETAILER OF LAST RESORT EVENT

If we are no longer entitled by law to sell electricity to you due to a Retailer of Last Resort (**RoLR**) event occurring in relation to us, we are required under Electricity Law to provide relevant information (including your name, billing address and national metering identifier) to the entity appointed as the relevant retailer for the RoLR event and this Agreement will come to an end.

20 GENERAL

20.1 Title

The title and risk in the electricity sold to you under the Agreement will pass to you when it is supplied to the point of connection between the Supply Address and the distribution system.

20.2 Obligations

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

20.3 Applicable law

- (a) If there is one Supply Address or all Supply Addresses are in the same State or Territory, the Agreement is governed by the laws in force in that State or Territory.
- (b) If there are Supply Addresses in more than one State or Territory, the Agreement is governed by the laws in force in the State of Victoria. However, legislative and regulatory requirements in a State or Territory continue to apply to Supply Addresses in that State or Territory.
- (c) You submit to the non-exclusive jurisdiction of the courts of the State or Territory determined in accordance with clauses 20.3(a) and (b).

20.4 Amending the Agreement

- (a) Any variation to this Agreement must be agreed between us in writing other than as set forth in clause 20.4(b).
- (b) If necessary to vary the terms of this Agreement to comply with a Change in Law, we may do that without your agreement but will notify you in advance of the variation.

20.5 Transferring the Agreement

You cannot transfer the Agreement to another person without our prior written consent. We will need your prior written consent to any transfer too, except if we are selling all or substantially all our large customer electricity retailing business in the State in which the Supply Address is located (in which case you appoint us to be your attorney to sign any document or do anything necessary to effect the transfer of this Agreement to the buyer of that business).

20.6 Inconsistencies

If these terms and conditions are different to or inconsistent with details included in the Important Details, the Important Details will prevail.

20.7 Multiple Supply Addresses

Except where these terms and conditions say otherwise or the context otherwise requires, where this Agreement applies to more than one Supply Address, it does so separately. This means that whatever you or we may do with respect to one Supply Address will not affect our respective rights or obligations with respect to another Supply Address.

20.8 Roll in and roll out of Supply Addresses

- (a) If, in the Important Details, we have agreed with you that the roll in and roll out of Supply Addresses is applicable then, subject to clause 20.8(b), by giving us at least 20 business days' notice, you may roll an additional Supply Address into this Agreement, with that additional Supply Address to become a Supply Address under this Agreement with effect from the later of the end of that notice period and when we are responsible to AEMO for the Supply Address under Electricity Law. In your notice, you must include the same details for the additional Supply Address as for the initial Supply Address under this Agreement as set forth in the Important Details.
- (b) You may only give a notice under clause 20.8(a) if the additional Supply Address is in the same State or Territory as the initial Supply Address under the Agreement, and if the total annual consumption estimate for the additional Supply Address, together with the total annual consumption estimate for any other Supply Address already rolled into the Agreement under this clause 20.8, is no more than the roll in cap set out in the Important Details.
- (c) If you are not entitled to roll in an additional Supply Address because, under the Important Details, we did not agree with you that the roll in and roll out of Supply Addresses would be applicable, or because the conditions in clause 20.8(b) are not met, then you can still request that we include an additional Supply Address into this Agreement as we may decide at our discretion to offer to add that additional Supply Address to this Agreement.
- (d) If, under the Important Details, we have agreed with you that the roll in and roll out of Supply Addresses is applicable then, subject to clause 20.8(e), by giving us at least 20 business days' notice, you may roll an existing Supply Address out of the Agreement, with that existing Supply Address to cease being a Supply Address under this Agreement with effect from the later of the end of that notice period and when we are no longer responsible to AEMO for the existing Supply Address under Electricity Law. You will not be liable for any early termination fee under clause 4.5(e) for rolling out an existing Supply Address under this clause 20.8.
- (e) You may only give a notice under clause 20.8(d) if the total annual consumption estimate for the existing Supply Address, together with the total annual consumption estimate for any other Supply Address already rolled out of the Agreement under this clause 20.8, is no more than the roll out cap set out in the Important Details.
- (f) If you are not entitled to roll out an existing Supply Address because, in the Important Details, we did not agree with you that the roll in and roll out of Supply Addresses would be applicable, or because the condition in clause 20.8(e) is not met, then you can still request that we remove an existing Supply Address from the Agreement as we may decide at our discretion to offer to remove that existing Supply Address from this Agreement.

20.9 What if you are a Small Customer

We have entered into this Agreement with you on the basis that you are not a Small Customer under Electricity Law. If that is wrong, or if you later become a Small Customer, this Agreement will terminate and our standard Small Customer terms and conditions as published by us on our website will apply in place of these terms and conditions.

20.10 Severability

If any term or clause in this Agreement is found to be invalid, unenforceable, or illegal, this finding will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required to render the Agreement enforceable or valid, and the rights and responsibilities of the parties will be interpreted and enforced so as to preserve the parties' agreement and intent to the fullest possible extent.

20.11 Force Majeure

- (a) A party (**Affected Party**) will be excused for any non-performance of its obligations under this Agreement (other than to pay money) during the time and to the extent that Force Majeure prevents the party from doing so.
- (b) The Affected Party must give the other party prompt notice of a Force Majeure including details of its expected duration.
- (c) The Affected Party will endeavour to remove, overcome or minimise the effects of the Force Majeure event as quickly as reasonably possible.

21 DEFINITIONS

21.1 AEMO means Australian Energy Market Operator Limited ABN 94 072 010 327 or any successor body that administers the market for wholesale trading in electricity.

21.2 AEMO Charge means a charge we impose to cover the costs imposed on us by AEMO in connection with the electricity we sell you, or our best forward estimate of those costs.

21.3 Agreement means the Agreement you have entered into with us for the sale of electricity at the Supply Address consisting of these terms and conditions and the Important Details.

21.4 Billing Cycle means the monthly or other regular recurrent period we have agreed with you, for which you receive bills from us.

21.5 Business Customer means a customer who is not a residential customer.

21.6 Business Day means a day other than a Saturday, a Sunday or a public holiday observed in Melbourne, Victoria or the location of the Supply Address.

21.7 Change in Law means:

- (a) Any new Law or a change in Law or in the interpretation or administration of any Law;
- (b) The amendment, repeal or change of any Law;
- (c) Any judgment of a relevant court of law;
- (d) Compliance by us with any new, or a change in the manner of compliance by us (that is reasonable in the circumstances) with any, order, official policy, authorisation, directive, requirement, guideline or request of or from any Regulatory Body; or

- (e) A scheme being introduced, or varied, by any Regulatory Body which requires, or provides financial incentives on, any person to gain or hold an authorization or to purchase, hold or surrender a certificate, permit or instrument, including any scheme which provides, facilitates or financially incentivizes any person to provide a carbon offset, being a reduction in the emissions of carbon dioxide or greenhouse gases made to offset any other such emission that has or will, directly or indirectly:
 - (i) Impose a Liability on us or remove a legal right or entitlement from us in relation to this Agreement; and/or
 - (ii) Affect the costs that we have incurred, or will incur, in relation to this Agreement.
- 21.8 Credit Support** means a bank guarantee, refundable advance or other security for payment of money payable under this Agreement.
- 21.9 Customer** means a person who buys or wants to buy electricity from a retailer.
- 21.10 Daily Service Charge** means a daily fee charged by your Distributor for use of the distribution network.
- 21.11 Direct Metering Agreement** means an Agreement between you and a metering services provider for any or all of the provision, installation and maintenance of the metering installation at your Supply Address and the provision of metering data services in respect of that metering installation.
- 21.12 Distributor** means the person who operates the system that connects the Supply Address to the distribution network.
- 21.13 Distributor Planned Interruption** means an interruption for:
- (a) The planned maintenance, repair, or augmentation of the transmission system; or
 - (b) The planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or
 - (c) The installation of a new connection or a connection alteration.
- 21.14 Effective Date** has the meaning given in clause 4.1.
- 21.15 Electricity Law** means national and State laws and rules relating to electricity and the legal instruments made under those laws and rules and in particular includes the Electricity Industry Act 2000 (Vic) and the Energy Retail Code made under that Act in Victoria and the National Energy Retail Law and the National Energy Retail Rules in New South Wales, South Australia and Queensland.
- 21.16 Emergency** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.
- 21.17 End Date** means the end date specified in the Important Details which remains the same even if the proposed start date in the Important Details is ultimately different to the Start Date.
- 21.18 Environmental Charge** means a charge we impose to cover the costs we incur in participating in any of the ESC scheme, the LGC Scheme, REES Scheme, the STC Scheme or the VEEC Scheme in connection with the electricity we sell you, or our best forward estimate of those costs.

- 21.19 ESC Scheme** means the New South Wales energy savings scheme established under Part 9 of the Electricity Supply Act 1995 (NSW).
- 21.20 Final Bill** means a bill we issue when you:
- (a) vacate the Supply Address; or
 - (b) stop purchasing electricity from us at the Supply Address; or
 - (c) request that the Supply Address be disconnected
- 21.21 Fixed Term** means the period or periods which, in the Important Details, you have selected as comprising the term of supply of energy under this Agreement.
- 21.22 Force Majeure** means with respect to an obligation, any event or circumstance occurring on or after the Effective Date that:
- (a) Is not within the reasonable control of that party;
 - (b) could not be prevented, overcome, or remedied by the exercise of reasonable endeavours by that party; and
 - (c) Results in that party being unable to meet or perform that obligation.
- 21.23 GST** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 21.24 Important Details** means the document attached to these terms entitled Important Details.
- 21.25 Insolvent** means any of the following events has happened to you:
- (a) an order is made for your bankruptcy, winding up or dissolution;
 - (b) a receiver, receiver and manager, trustee, administrator, liquidator or similar official is appointed to all or part of your assets or undertaking;
 - (c) you enter into, or resolve to enter into, any arrangement or composition or compromise with, or assignment for the benefit of, your members or creditors; or
 - (d) you become insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth).
- 21.26 Invoice Due Date** has the meaning set forth in clause 9.1
- 21.27 Law** means:
- (a) legislation, regulations, by-laws, orders, awards and proclamations with which a party is legally required to comply;
 - (b) common law and equity (if applicable);
 - (c) any consents, licences, approvals, permits, registrations or other authorisations which are required to be granted by any Regulatory Body;
 - (d) any judgement, decree or similar order or any binding requirement or mandatory approval of a Regulatory Body, which is relevant to a party or the performance of this Agreement.
- 21.28 LGC Scheme** means the large-scale generation scheme forming part of the RET scheme.

- 21.29 Market Charge** is a collective term that includes AEMO Charges and Environmental Charges.
- 21.30 Metering Charge** means a charge we impose to cover the costs imposed on us by metering coordinators, metering providers, metering data providers or other metering service providers in connection with the electricity we sell you, or our best forward estimate of those costs.
- 21.31 Metering Coordinator** means a person who is registered with AEMO as such under Electricity Law.
- 21.32 Network Charge** means a charge we impose to cover the costs imposed on us by a distributor or transmission network service provider in connection with the electricity we sell you, or our best forward estimate of those costs.
- 21.33 Off peak period** are the hours specified in your Important Details as off peak period if you are subject to a time of use tariff;
- 21.34 Our Daily Charge** means the Daily Service Charge we charge you, including our charges.
- 21.35 Peak period** are the hours specified in your Important Details as peak period if you are subject to a time of use tariff;
- 21.36 REES Scheme** means the South Australian retailer energy efficiency scheme established under the Electricity (General) Regulations 2012 (SA).
- 21.37 Regulatory Body** means:
- (a) AEMO; or
 - (b) Any of:
 - (i) A government or a governmental or semi- governmental body, department or entity; or
 - (ii) A ministry, instrumentality, agency, statutory, administrative, supervisory or regulatory entity, of the Commonwealth of Australia, a State or a relevant local authority.
- 21.38 Relevant Authority** means any person or body who has the power under law to direct us, including AEMO and State or Federal Police.
- 21.39 Relevant Threshold** means the applicable large customer consumption threshold set out in clause 18.1.
- 21.40 Residential customer** means a person who purchases electricity principally for personal, household or domestic use at their Supply Address.
- 21.41 Retail Energy Charge** means the price we charge for the electricity we sell you as set out in the Important Details, adjusted as provided for under this Agreement.
- 21.42 Retailer** means a person that is authorised to sell electricity to customers.
- 21.43 Retailer planned interruption** means an interruption of the supply of electricity to a customer that:
- (a) is for the purposes of installing, maintaining, repairing or replacing an electricity meter; and
 - (b) does not involve either:

- (i) the distributor effecting a distributor planned interruption or an unplanned interruption in accordance with Electricity Law; or
 - (ii) interrupting the supply of electricity to a customer who is not the customer of the retailer arranging the interruption; and
 - (c) is not a distributor planned interruption.
- 21.44 RET Scheme** means the Renewable Energy Target scheme established under the Renewable Energy (Electricity) Act 2000 (Cth) and related legislation.
- 21.45 RoLR event** means an event that triggers the operation of the Retailer of Last Resort scheme under Electricity Law.
- 21.46 Scheme Law** means any Laws and administrative requirements in connecting with the RET Scheme, the VEET Scheme, the ESC Scheme, or the REES Scheme or any other scheme concerned with renewable energy, greenhouse gas emissions reduction, energy efficiency or savings or the diversification of energy sources.
- 21.47 Shoulder period** are the hours specified in your Important Details as shoulder period if you are subject to a time of use tariff;
- 21.48 Small Customer** means:
- (a) a residential customer; or
 - (b) a Business Customer who consumes electricity at or below the Relevant Threshold.
- 21.49 Smart Meter** means an interval meter that can be remotely read.
- 21.50 Start Date** has the meaning given in clause 4.2(c).
- 21.51 STC Scheme** means the small-scale technology scheme forming part of the RET Scheme.
- 21.52 Supply Address** means the address or addresses for the supply of electricity detailed in the Important Details.
- 21.53 Term** has the meaning given in clause 1.3.
- 21.54 Unplanned interruption** means an interruption by the distributor of the supply of electricity to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of electricity, and includes:
- (a) an interruption in circumstances where, in the opinion of the distributor, a customer's installation or the distribution system poses an immediate threat of injury or material damage to any person, any property or the distribution system; or
 - (b) an interruption in circumstances where:
 - (i) there are health or safety reasons warranting an interruption; or
 - (ii) there is an emergency warranting an interruption; or
 - (iii) the distributor is required to interrupt the supply at the direction of a Relevant Authority; or
 - (c) an interruption to shed demand for electricity because the total demand for electricity at the relevant time exceeds the total supply available; or

(d) an interruption to restore supply to a customer.

21.55 VEEC Scheme means the Victorian energy efficiency scheme established under the Victorian Energy Efficiency Target Act 2007 (Vic).