



SALE OF ELECTRICITY – RETAILER OF LAST RESORT TERMS AND CONDITIONS FOR LARGE ROLR CUSTOMERS (NSW, VIC, SA, ACT, QLD)

This Agreement is between Origin Energy Electricity Limited (ABN 33 071 052 287) (referred to as “us”, “we” or “our”) and you, a Large ROLR Customer (referred to as “you” or “your”) whose Site(s) is transferred to us as a result of a ROLR Event.

1. THIS AGREEMENT

- 1.1 This Agreement is made up of these Agreement Terms and the Annexure.
- 1.2 Capitalised terms used in this Agreement are defined in clause 30 or, if they relate to the Charges, Annexure 1.

2. TERM

- 2.1 This Agreement is effective from the Commencement Date and ends on the End Date.

3. SALE OBLIGATIONS

- 3.1 During the Supply Term, we agree to sell to you, and you agree to buy from us, the Services.
- 3.2 We are not obliged to provide the Services at a Site before the Supply Date for that Site or after the End Date.
- 3.3 If we are not already, we will arrange to become Financially Responsible for each Site. We do not control this process and are not liable to you for any delay.
- 3.4 We have no obligation to become Financially Responsible or provide the Services (at any time) to a Site if:
 - (a) that Site does not have metering which is appropriate for the Site and which complies with the Regulatory Requirements;
 - (b) you have undertaken to arrange for Metering Services for that Site but have not done so; or
 - (c) you are not a Large ROLR Customer.

4. LARGE CUSTOMERS

- 4.1 You agree that where your NERR Aggregate Consumption exceeds the applicable Large Customer Threshold, the Small Customer Rules will not apply to those Sites in the NERR Jurisdictions.
- 4.2 You warrant that your consumption at each Site in Victoria and your NERR Aggregate Consumption will each exceed the applicable Large Customer Threshold during any 12 month period. If this warranty becomes incorrect at any time, or is likely to become incorrect, you must notify us promptly.

5. DISTRIBUTION SERVICES

- 5.1 Your Distributor is responsible for the connection and disconnection of your Sites to the relevant distribution network and the delivery of electricity to those Sites. We do not control the quality, voltage or continuity of your electricity supply.
- 5.2 As your retailer, we will arrange for Distribution Services to each Site unless you notify us that you have made different arrangements with your Distributor. If a Site is being connected to the distribution network for the first time, we will also arrange that new connection. We will pay for the Distribution Services (including connection of the Site) and pass the costs of doing so to you through the Network Charge. You must also pay our reasonable administrative costs of arranging any new connection.

- 5.3 We do not control the process for arranging connection to a Site and are not liable to you for any delays.

- 5.4 We are not responsible for ensuring a Site is on, or remains on, the correct or optimal network tariff classification.

6. CHARGES

- 6.1 You must pay us the Charges.
- 6.2 We may vary the Charges by notice to you.
- 6.3 Charges based on the quantity of electricity sold to you will be determined by us from readings of the meter located at each Site, except in the circumstances described in clause 6.4. The record of meter readings at a Site is prima facie evidence of the amount of electricity sold to you unless the circumstances set out in clause 6.4 (b) apply or an adjustment is made to relevant data by your Distributor or AEMO.

6.4 If:

- (a) we or the Metering Provider are unable to obtain safe access to a meter or a meter reading for any reason;
- (b) we consider the meter reading is unreliable or incorrect; or
- (c) we are unable to issue a bill using actual meter readings for any reason (such as a failure of our IT systems),

we may base the Charges on estimated data reasonably determined by us in accordance with the Regulatory Requirements or any other criteria we consider relevant.

- 6.5 If we base your bill on estimated data and actual data which we consider is reliable and correct becomes available, we will include an adjustment on a later bill.

7. NOTICE OF VARIATION

- 7.1 If we vary any Charges we will notify you of the variation, the reason for the variation and the date the variation takes effect. A variation may take effect from the Supply Date (retrospectively) where we consider it appropriate to do so (acting reasonably).

8. YOUR CONSUMPTION

- 8.1 If we request it, you must provide us with forecasts of your consumption for each Site for up to a year in advance. That forecast must be prepared on a reasonable basis using reasonable assumptions.

- 8.2 We are the exclusive retailer for each Site. You must not without our prior written consent (not to be unreasonably withheld if there is no adverse operational or financial impact to us):

- (a) make further connections to the distribution network for a Site;
- (b) enter into an arrangement with any third party for curtailment of electricity consumption, or load management, at a Site; or
- (c) install electricity generation at a Site.

- 8.3 You must not on-sell electricity supplied to a Site, except you may do so with our written consent (which will not be unreasonably withheld):
- (a) to a Related Body Corporate; or
 - (b) where there is an embedded network at a Site.
- 9. EXPORTED ELECTRICITY**
- 9.1 If you export any electricity from a Site to the national electricity market, except as otherwise agreed with you:
- (a) we will not pay or credit you any amount for that exported electricity;
 - (b) the amount of electricity sold to you and for which you must pay us under this Agreement will not be reduced by the amount of electricity exported; and
 - (c) to the extent permitted by law, you will reimburse us for any Liability we incur or suffer relating to any Regulatory Requirements or other requirements relating to your generation of electricity.
- 10. BILLING**
- 10.1 We will issue you a bill for each Site, which will be sent to the Address for Accounts.
- 10.2 The bill will include:
- (a) the period for which the bill applies (which is normally one month);
 - (b) the consumption at the Site for that billing period;
 - (c) the Charges payable for that Site for that billing period;
 - (d) any adjustments to the Charges payable for that billing period or any other billing period in accordance with this Agreement;
 - (e) any outstanding amounts from previous bills; and
 - (f) the Due Date.
- 10.3 If you have a basic meter and any Charges are varied during a billing period, we may assume the electricity is consumed at a uniform daily amount for the whole of the billing period and the Charges will be calculated using a pro-rata calculation over the billing period.
- 10.4 If we have overcharged, undercharged or not charged you, we will credit or bill you for these amounts as soon as reasonably practicable after we determine you have been overcharged, undercharged or not charged, except we will not do this more than 24 months:
- (a) after the date that any undercharges or amounts which were not charged, should have been billed; and
 - (b) after the date the overcharge was billed, unless you have disputed your bill within the time specified in clause 12.
- 10.5 The 24 month limit in clause 10.4 will not apply where the undercharge or failure to charge was due to an event that was:
- (a) outside our control; or
 - (b) caused or contributed to by the actions or omissions of you or a third party.
- 10.6 You must pay each bill in full no later than the Due Date, except in the circumstances set out in clause 12.3.
- 11. FAILURE TO PAY**
- 11.1 If you fail to pay a bill in full or in accordance with clause 12.3 by the Due Date, we may:
- (a) apply any security we hold towards payment of the bill;
 - (b) arrange to disconnect the Site to which that bill applies (see clause 16.1(a));
 - (c) charge you Interest on the unpaid amount from the Due Date;
 - (d) refer your bill for collection by a debt collection agency;
 - (e) recover our costs of collecting the bill from you; and/or
 - (f) sell the rights to the unpaid amount to a third party who may seek to collect it from you.
- 12. BILL DISPUTES**
- 12.1 If you wish to dispute a bill, you must provide us with a notice setting out why the amount of the bill is incorrect by the Due Date.
- 12.2 We will assess your claim as soon as reasonably practicable and advise you if we consider the original bill was incorrect. If we do not agree with you, the dispute resolution procedures in clause 22 apply.
- 12.3 If the dispute is not resolved by the Due Date, you must pay by the Due Date the greater of:
- (a) the undisputed amount; and
 - (b) the average of the last three bills for that Site.
- 12.4 Once the dispute is resolved:
- (a) if we owe you a refund, we will credit your next bill; or
 - (b) if you owe us an amount, you must pay it within 2 weeks from the date the dispute is resolved, and you must pay us Interest on that amount calculated from the Due Date for that amount to the date you pay it to us.
- 13. SECURITY AND CREDIT**
- 13.1 We may require you to pay us a security deposit, or provide us with another form of security, up to the amount we estimate to be the aggregate of your next three bills for all Sites if:
- (a) you fail to pay any three bills, or two consecutive bills, on time; or
 - (b) at any time, we reasonably form the view that your creditworthiness is not satisfactory.
- 13.2 You must comply with our request within 2 weeks of receiving that request.
- 13.3 We will release the security deposit or other security after this Agreement ends and all outstanding amounts you owe us under this Agreement have been paid.
- 13.4 We may require you to pay us a security deposit or provide us with another form of security in accordance with this clause 13 regardless of whether you provided a security deposit or other form of security to your previous retailer.
- 14. SITE ACCESS**
- 14.1 You must give us, our representatives, your Distributor, Metering Providers and AEMO safe,

convenient and unhindered access to a Site as reasonably required for the purposes of this Agreement.

14.2 We and our representatives will use best endeavours to give you notice of our intention to enter a Site, except:

- (a) where you have provided permission to access a Site;
- (b) where entry is during business hours for the purpose of reading or inspecting a meter; or
- (c) in the case of an emergency.

14.3 We and our representatives will comply with any reasonable procedures, including site safety procedures, previously specified to us by you.

15. METERING

15.1 Unless we make a different agreement with you, we will arrange on your behalf for metering equipment to be installed and/or Metering Services to be supplied by a Metering Provider at a Site in accordance with the Regulatory Requirements.

15.2 Subject to the Regulatory Requirements, we have discretion as to the Metering Provider we appoint and whether we accept your Direct Metering Agreement.

15.3 We may revoke our acceptance of your Direct Metering Agreement if the Metering Provider does not comply with the Regulatory Requirements or their obligations under the Direct Metering Agreement or any agreement we enter into with that Metering Provider concerning Metering Services provided to you. If we revoke your Direct Metering Agreement we will appoint a Metering Provider.

15.4 We may vary your Metering Charge, Supplementary Metering Charge, VAS Charge or Instrument Testing Charge or the terms of this Agreement if:

- (a) we or a Metering Provider visit the Site and determine that it is appropriate to do so to reflect the nature of the Metering Services required at that Site;
- (b) after the Commencement Date, we become aware you have a Direct Metering Agreement for a Site, the Direct Metering Agreement you have ends or is varied, or we revoke our acceptance of your Direct Metering Agreement; or
- (c) the Regulatory Requirements permit you to change the metering arrangements (including the person responsible for metering) and you elect to do so.

15.5 If, as a result of a variation under clause 15.4, we have to terminate or vary any contract we have entered into with any third party to perform our metering obligations under this Agreement, you will indemnify us for all Liability we incur or suffer in connection with that termination or variation.

15.6 The meter at a Site is the property of the Metering Provider.

16. DISCONNECTION

16.1 We may request the Distributor to disconnect a Site if:

- (a) you do not pay a bill in full by the Due Date or as contemplated by clause 12.3 and any part of that bill remains outstanding 1 week after

we give you notice of our intention to disconnect the Site;

- (b) you fail to comply with clause 13.2;
- (c) you breach any other provision in this Agreement and do not remedy the breach within 3 weeks of us giving you notice that we will disconnect that Site if you do not do so within that time;
- (d) you cease to occupy, or carry on business at, that Site;
- (e) this Agreement is terminated in respect of that Site or in its entirety;
- (f) you have illegally used electricity at any Site or tampered with a meter; or
- (g) we are permitted or required to do so by the Regulatory Requirements.

16.2 You acknowledge that your Distributor has the power to disconnect, curtail or interrupt supply to a Site for other reasons.

16.3 Disconnection of a Site does not automatically terminate this Agreement for that Site.

16.4 You agree to pay us any costs, including reasonable administrative costs, that we incur relating to disconnection and any subsequent reconnection of a Site.

17. TERMINATION AND SITE CANCELLATION

17.1 A party may terminate this Agreement by notice to the other if:

- (a) an insolvency event occurs in respect of the other party; or
- (b) the other party is in breach of a material obligation under this Agreement and does not remedy such breach within 3 weeks after notice to do so.

17.2 We may terminate this Agreement (in its entirety) by notice to you:

- (a) if there are no Sites taking electricity;
- (b) if we reasonably form the view that your creditworthiness is not satisfactory; or
- (c) if you are no longer a Large Customer for any Site.

17.3 We may remove a Site from this Agreement by notice to you:

- (a) if we are entitled to disconnect or have disconnected under clause 16.1;
- (b) a Distributor has disconnected that Site for any reason; or
- (c) if you are no longer a Large ROLR Customer at that Site,

and we will have no obligation to supply electricity to you at that Site under this Agreement.

17.4 This Agreement will automatically terminate if we are no longer permitted to sell you electricity under the Regulatory Requirements for any reason.

17.5 We may terminate this Agreement with effect no earlier than 6 months after the Commencement Date, at any time by giving you not less than thirty (30) days notice.

17.6 You may terminate this Agreement at any time by giving us not less than thirty (30) days notice.

17.7 Termination takes effect on the earlier of the date the last Site is disconnected or the date we cease to be Financially Responsible for the last Site.

18. RISK AND LIABILITY

18.1 Title and risk in the electricity passes to you at the first point of connection at each Site.

18.2 You indemnify us against all Liability we incur or suffer, in connection with or arising from this Agreement, relating to any act or omission by you.

18.3 Subject to law, our Liability in connection with this Agreement (including as a result of negligence or any warranty implied by law) is limited to:

- (a) the replacement of the Services or the sale of equivalent Services; or
- (b) the payment of the cost of replacing the Services or of acquiring equivalent Services.

18.4 Any warranty or guarantee required by law to be incorporated into this Agreement is incorporated. Any warranty or guarantee which can be excluded by law is excluded.

18.5 We are not liable to you for any Excluded Loss in connection with or arising from this Agreement. You cannot make a claim against us for any Excluded Loss.

18.6 You must prevent, and are liable for, any damage to or interference with equipment (including metering equipment) owned or operated by us, your Distributor or a Metering Provider.

18.7 You will comply with the Regulatory Requirements and any other relevant code or law that applies to the sale of Services to you.

19. PARTNERSHIPS AND TRUSTS

19.1 If you are a partnership, each partner is jointly and severally liable under this Agreement.

19.2 If you are entering this Agreement as a trustee, you do so in your capacity as trustee of the relevant trust and you warrant you have the requisite capacity and authority to enter this Agreement on behalf of and to bind the beneficiaries of that trust and to perform all obligations under this Agreement pursuant to the documents governing that trust.

20. FORCE MAJEURE

20.1 A party will be excused for any non performance of its obligations under this Agreement (other than an obligation to pay money) during the time and to the extent that Force Majeure prevents the party from doing so.

20.2 A party must:

- (a) try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- (b) give the other party prompt notice of the Force Majeure including details of its expected duration.

20.3 If the effect of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service promptly after becoming aware of the event.

21. GST

21.1 Despite anything else in this Agreement, if the Supplier is or becomes liable to pay GST in connection with any Supply:

(a) the Recipient must pay to the Supplier, in addition to the Agreement Price, an amount equal to the amount of that GST;

(b) provided the Recipient has received a tax invoice from the Supplier for that Supply, the Recipient must pay the Agreement Price plus the additional amount on account of GST within the period specified in this Agreement for payment of the Agreement Price;

(c) if the GST payable in relation to a Supply made under or in connection with this Agreement varies from the additional amount paid or payable by the Recipient under paragraph (a) such that a further amount of GST is payable in relation to the Supply or a refund or credit of GST is obtained in relation to the Supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph (c) is deemed to be a payment, credit or refund of the additional amount payable under paragraph (a). If an adjustment event occurs in relation to a Supply, the Supplier must issue an adjustment note to the Recipient in relation to that Supply within 14 days after becoming aware of the adjustment event;

(d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly creditable acquisition or any wholly or partly creditable importation made by that other party, the amount reimbursed will be net of any input tax credit claimable in respect of that acquisition or importation.

21.2 In this clause 21, all terms in the GST law (as defined in the A New Tax System (Goods and Services Tax) Act 1999) have the same meaning in this clause.

21.3 In addition in this clause 21:

"Agreement Price" means the monetary and non monetary consideration to be provided under this Agreement for the Supply (other than under this clause);

(a) "Recipient" means the party that receives the Supply from the Supplier;

(b) "Supplier" means Origin Energy Electricity Limited and includes the representative member of the GST group if the Supplier is a member of a GST group;

(c) "Supply" means any supply to the Recipient by the Supplier pursuant to this Agreement. However, if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply will be attributable, such part of the supply will be treated as a separate supply for the purposes of this clause.

22. DISPUTE RESOLUTION

22.1 All disputes (except bill disputes - see clause 12) must be dealt with under this clause 22.

22.2 A party claiming a dispute must give notice to the other party setting out details of the dispute.

- 22.3 The dispute must be referred to senior representatives of the parties. The senior representatives must meet (by telephone if not in person) within 2 weeks and negotiate to resolve the dispute.
- 22.4 If the senior representatives are unable to resolve the dispute, they must meet again to agree a mechanism and timetable to resolve the dispute (and record it in writing). The parties must comply with the terms of that document and a failure to do so is a breach of this Agreement.
- 22.5 If (for any reason):
- (a) the dispute is not resolved; or
 - (b) the parties have not agreed a mechanism and timetable for resolving the dispute, within 4 weeks of the date of the dispute notice, either part may commence court proceedings.
- 22.6 Nothing in clause 22 prevents a party from:
- (a) seeking urgent interlocutory or declaratory relief where, in that party's reasonable opinion, that action is necessary to protect that party's rights; or
 - (b) terminating this Agreement where it has a right under the Agreement to do so.
- 22.7 You indemnify us for any Liability we incur or suffer if you dispute a bill or other matter other than under clause 12 or clause 22 (as applicable).

23. CONFIDENTIALITY

- 23.1 Both parties must keep all Confidential Information confidential for 3 years after this Agreement ends.
- 23.2 Either party may disclose Confidential Information:
- (a) with the other party's prior written consent;
 - (b) on a confidential basis to its officers, employees, agents, advisers and insurers (or those of a Related Body Corporate) to the extent disclosure is reasonably required; or
 - (c) if required by Regulatory Requirements, law or applicable stock exchange rules.
- 23.3 We may request, use and disclose Confidential Information and other information about you to the extent we reasonably consider it is required:
- (a) to enable us to obtain a credit report on you;
 - (b) in communications with AEMO, any regulator or your Distributor, Metering Provider or any service provider we engage to provide the Services to you; or
 - (c) if necessary in an emergency situation.

24. PRIVACY

- 24.1 Both parties must comply with applicable provisions of the Privacy Act 1988 (Cth).

25. VARIATIONS TO THE AGREEMENT

- 25.1 Unless otherwise specified in this Agreement, any variations to the terms of this Agreement or any waiver of any rights of any party has no effect unless it is in writing and signed by the parties (in the case of a variation) or the party granting the waiver (in the case of a waiver).
- 25.2 Where this Agreement is varied at your request, you must pay us the Administration Charge.

26. ASSIGNMENT

- 26.1 We may assign, transfer or novate this Agreement by notice to you.

27. NOTICES

- 27.1 A notice or other communication under this Agreement is only effective if:
- (a) in writing and addressed to the person to whom it is given; and
 - (b) where we are the recipient, sent by pre-paid mail to GPO Box 186 Melbourne Vic 3001 or sent by email to businessdirectservice@originenergy.com.au; or
 - (c) where you are the recipient, sent by bill, sent to any Address for Accounts or sent by email to the email address as notified by you to us.
- 27.2 A notice is given:
- (a) if sent by email – 24 hours after the email was sent, unless the sender receives an automated message that the email was not delivered or knows the email was not delivered or could not be read; or
 - (b) if sent by mail – if sent by priority mail, 3 Business Days after posting, or if sent by regular mail, 6 Business Days after posting.

28. LAWS APPLICABLE TO THIS AGREEMENT

- 28.1 If there is one Site or all Sites are in the same Jurisdiction, this Agreement is governed by the laws in force in the Jurisdiction where the Sites are located.
- 28.2 If there are Sites in more than one Jurisdiction, this Agreement is governed by the laws in force in Victoria.
- 28.3 You submit to the non-exclusive jurisdiction of the courts of that place.

29. GENERAL PROVISIONS

- 29.1 This Agreement supersedes all prior and other negotiations, representations, proposals, understandings and agreements, whether written or oral, relating to the subject matter of this Agreement.
- 29.2 You acknowledge you have not relied on any predictions, forecasts, advice or statements of opinion by us, or any of our employees or agents, as to the appropriateness or financial effect of this Agreement, market conditions, the likelihood of price changes or any Change of Law.
- 29.3 Clauses 23 and 24 survive termination or expiry and other terms of this Agreement will survive termination or expiry of this Agreement where it is necessary for it to do so to enable a party to enforce a right accrued on or before termination or expiry.
- 29.4 It is not necessary for us to incur an expense or make a payment before enforcing a right of indemnity conferred by this Agreement or to vary the Charges in accordance with this Agreement.
- 29.5 If any part of this Agreement is unlawful, unenforceable or invalid, that part will be treated as removed from the Agreement, but the rest of the Agreement is not affected.

30. DEFINITIONS

The following definitions apply in this Agreement unless the context requires otherwise.

Address for Accounts means the address to which accounts are to be sent, provided to us by your previous

retailer as a result of a ROLR Event, or another address you provide to us.

AEMO means the Australian Energy Market Operator.

Agreement Terms means this document.

Annexure means an annexure to these Agreement Terms.

Business Day means a day that is not a Saturday, Sunday or a Jurisdiction wide public holiday in the Jurisdiction where the Site is located.

Charges mean the charges described in Annexure 1.

Commencement Date means the date you are transferred to us as a result of a ROLR Event (as determined under the Regulatory Requirements).

Confidential Information means:

- (a) clause 18 of this Agreement, and the Annexures;
- (b) all information relating to the Charges disclosed or made available to a party by or on behalf of the other party; or
- (c) all information a party derives or produces, whether in whole or in part, from the information disclosed under paragraphs (a) and (b).

Direct Metering Agreement or **DMA** means, with respect to a Site, an agreement between you and a Metering Provider for Metering Services at that Site.

Distribution Services means the services provided by the Distributor relating to you or a Site.

Distributor means the entity that is authorised or licensed to supply Distribution Services through the distribution network to which a Site is connected.

Due Date means the date you must pay your bill by as specified on the bill which will be no less than 14 days from the date of the bill.

End Date is the date this Agreement ends in accordance with its terms.

Excluded Loss means:

- (a) loss of contract, profit, revenue or anticipated savings;
- (b) loss of, or damage to, reputation, credit rating or goodwill;
- (c) loss or denial of opportunity;
- (d) loss of access to markets;
- (e) overheads and wasted expenditure;
- (f) financing costs;
- (g) special, incidental or punitive damages; or
- (h) loss or damage arising from special circumstances that are outside the ordinary course of things,

however arising in respect of any circumstances under or in connection with this Agreement and/or the Services, and regardless of whether a claim for same is made under this Agreement, a Regulatory Requirement, tort, negligence, strict liability, under an indemnity or a warranty, in equity or otherwise.

Financially Responsible has the meaning given to that term in the Rules.

Force Majeure means, with respect to an obligation of a party under this Agreement, any event or circumstance occurring on or after the Supply 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 effort by that party; and
- (c) results in that party being unable to meet or perform that obligation.

GST means the Goods and Services Tax imposed under the GST Law.

GST Law has the same meaning as it does in Division 195 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Impost means any royalty (whether based on value, profit or otherwise), tax, excise, levy, fee, rate, charge, duty or cost levied, charged or imposed on us or any third party by any governmental agency, or other body authorised by law to impose that Impost and the cost of any certificate or instrument required to be acquired.

Income Tax has the same meaning as in subsection 995-1(1) of the *Income Tax Assessment Act 1997* (Cth).

Instrument Testing means any testing of the current transformers and/or voltage transformers which may form part of the metering installation at a Site or any site of our other customers, which we are required to carry out to comply with the Regulatory Requirements.

Interest means the Reserve Bank of Australia cash rate plus 8%, calculated daily, and at our discretion, compounded monthly.

Jurisdiction means Victoria, South Australia, New South Wales, Queensland or the Australian Capital Territory, as the context requires.

Large Customer is a customer whose consumption at a Site (or Sites where aggregated under clause 4.1) exceeds the Large Customer Threshold.

Large Customer Threshold means the threshold at which the Small Customer Rules no longer apply to a Site in a Jurisdiction, which at the date of this Agreement is:

- (a) 40MWh per annum in Victoria;
- (b) 160MWh per annum in South Australia; and
- (c) 100MWh per annum in all other Jurisdictions.

Large ROLR Customer means:

- (a) in Victoria, a customer whose consumption at a Site exceeds 160MWh per annum; and
- (b) in all other Jurisdictions, a Large Customer, who is affected by a ROLR Event.

Liability includes any loss, damage, liability, cost, charges and expenses.

Metering Provider means a person who provides Metering Services and/or Instrument Testing.

Metering Services includes the installation, maintenance or testing of metering equipment at a Site and the reading and forwarding of data from that metering equipment to us, the Distributor and AEMO and discharging our regulatory obligations in relation to those services (but excludes Instrument Testing).

NERR Aggregate Consumption means the total consumption for all Sites in NERR Jurisdictions.

NERR Jurisdictions means those Jurisdictions in which Sites are located and the National Energy Retail Rules apply, which are currently Queensland, New South Wales, South Australia and Australian Capital Territory.

Regulatory Requirements means all legislation, rules, regulations, codes, and orders in council, licences, proclamations, directions or standards:

- (a) applicable to participants in the national electricity market and applicable to this Agreement; or
- (b) otherwise relevant to the Services.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

ROLR Event means an event which results in your previous retailer no longer being entitled to sell you electricity, and

- (a) in New South Wales, Queensland, the Australian Capital Territory and South Australia, has the meaning given to that term in the Regulatory Requirements; and
- (b) in Victoria, has the meaning given to the term “trigger event” in the Regulatory Requirements.

ROLR Rates means the charges and rates for Large ROLR Customers as published on our Website from time to time (and amended by us in accordance with this Agreement).

Rules mean the National Electricity Rules.

Services means with respect to a Site:

- (a) the sale of electricity at that Site; and
- (b) ancillary services, such as the procuring of Distribution Services or Metering Services for that Site.

Site means each site where you a Large ROLR Customer and which is or are transferred to us as a result of a ROLR Event.

Small Customer Rules means Division 3 of Part 1 and Part 2 of the National Energy Retail Rules and relevant provisions of the Victorian Energy Retail Code.

Supply Date means, for each Site, the date we become Financially Responsible for that Site.

Supply Term means the period from the earliest Supply Date for any Site under this Agreement to the End Date.

Website means originenergy.com.au/180/Energy-for-large-business.

9. INTERPRETATION

9.1 Unless otherwise stated:

- (a) a reference to this Agreement or another document includes any variation or replacement of any of it;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, code or other law includes regulations and other instruments or directives under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes any type of entity or body, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, successor or permitted assigns;
- (e) a reference to a body (other than a party) which ceases to exist, or whose powers or function are transferred to another body, is a reference to the body which replaces it or substantially succeeds to its powers or functions;

- (f) specifying anything after the words “include” “including”, “for example” or similar expression does not limit what is included;
- (g) the expression “relating to” and similar grammatical expressions includes arising from, concerning or in connection with (whether directly or indirectly);
- (h) a reference to a Liability incurred or suffered by us includes Liabilities of our Related Bodies Corporate relating to the relevant matter;
- (i) a reference to a variation of a Charge includes introducing a new charge.

Annexure 1 Charges

The Charges include:

- (a) Energy Charges;
- (b) Environmental Charges;
- (c) Network Charges;
- (d) Charges relating to Metering Services; and
- (e) Administrative Charge and billing Charges.

1. ENERGY CHARGE

Energy Charge means the amount you must pay us for your electricity consumption, which is the sum of each Applicable Energy Rate multiplied by the amount of electricity sold to each Site during the Peak Time, Off Peak Time or Shoulder Time (as applicable).

where:

Applicable Energy Rate means the Peak Energy Rate, Shoulder Energy Rate and Off Peak Energy Rate (as applicable and each as specified in our ROLR Rates) multiplied by the relevant Loss Factor.

Energy Rate means the Peak Energy Rate, Shoulder Energy Rate and Off Peak Energy Rate (as applicable and each as specified in our ROLR Rates) which are specified in our ROLR Rates.

Loss Factor means the relevant transmission and distribution loss factors (determined in accordance with the Rules).

Off Peak Time has the meaning specified in our ROLR Rates.

Peak Time has the meaning specified in the our ROLR Rates.

Shoulder Time has the meaning specified in our ROLR Rates.

2. ENVIRONMENTAL CHARGE

Environmental Charge means the sum of each Applicable Environmental Rate multiplied by the quantity of electricity sold to each Site in the relevant Jurisdiction.

Where:

Applicable Environmental Rate means each Environmental Rate (as applicable and each as specified in our ROLR Rates) multiplied by the distribution Loss Factor only.

Environmental Product means an environmental product or scheme specified below:

Environmental Product	Governing legislation	Relevant Jurisdiction
Energy Saving Certificates (ESCs)	Electricity Supply Act 1995 (NSW)	NSW
Victorian Energy Efficiency Energy Certificates (VEECs)	VEET Legislation	Victoria
Energy Efficiency Improvement Scheme (EEIS)	Energy Efficiency (Cost of Living) Improvement Act 2012	ACT
Large Scale Generation Certificates (LRECs)	REC Legislation	All
Small Scale Technology Certificates (SRECs)		

Environmental Rate means:

- (a) the rate for the relevant Environmental Product specified in our ROLR Rates (as varied from time to time under this Agreement); or
- (b) if no rate is specified in our ROLR Rates for that Environmental Product, a rate determined by us based on our reasonable forecast of the market price for that product

or scheme and our obligations under the governing legislation for that product.

3. NETWORK CHARGE

Network Charge is an amount equal to the costs charged by the Distributor and/or transmission service provider to us in relation to you or your Site.

4. REGULATED CHARGE

Regulated Charge is the amounts payable by us to a Rules Agency (including our market participant fees and ancillary services fees) which will be passed on to you by us based on a fair and reasonable proportion of such costs so incurred by us as between our customers.

Where:

Rules Agency means the Australian Energy Market Commission, Australian Energy Regulator, AEMO or any other entity that administers, or performs any function, under the Rules.

5. CHARGES RELATING TO METERING SERVICES

Instrument Testing Charge means the charge as specified in our ROLR Rates or if not specified in our ROLR Rates, an amount determined by us based on our reasonable estimate of our costs relating to Instrument Testing across our customers.

Metering Charge means the annual amount specified in our ROLR Rates, or varied by us under clause 15.4, payable in equal monthly instalments and any other costs charged by the Metering Provider to us in relation to you or your Site.

Metering Compliance Charge means amounts, which we are charged or we incur, other than an amount included under another Charge, in connection with meeting our metering obligations under the Regulatory Requirements as well as our reasonable administrative costs.

Supplementary Metering Charge means the monthly amount specified in our ROLR Rates which is payable where you have a DMA for a Site and we have accepted that DMA in accordance with 15.2.

VAS Charge means the charge for value added services provided under your Direct Metering Agreement.

6. ADMINISTRATIVE AND BILLING CHARGES

Administration Charge means \$300 (excluding GST) per Site.

Other Charges means any amounts which we are charged or we incur (other than an amount included under another Charge) in connection with your payment of a bill, including any merchant fees arising from payment by credit card or from a similar facility.