



Enwave Tonsley Pty Ltd ABN 56 623 288 175

CUSTOMER CONTRACT

This is a standard energy supply contract for 'small customers' at the Tonsley Innovation District.¹

Emergencies and Faults **0438 429 491**

General enquiries **1300 791 970**

Billing enquiries **1300 791 970**

VISIT OUR WEBSITE

<http://tonsley.enwaveenergy.com.au/>

¹ Small Customer Contract Agreement for the sale of electricity to residential customers and business customers consuming less than 160 MWh/annum at premises located at the Tonsley Innovation District.

INTRODUCTION

This Contract is about the sale of both Network Services and, if selected by you, the Customer, Electricity Supply to Customers at premises in the Tonsley Innovation District. In this Contract, Customer means “Small Customer” which refers to residential customers and business customers consuming less than 160 MWh of electricity in any 12-month period.

Enwave Tonsley Pty Ltd ABN 56 623 288 175 of Level 22, 135 King Street, Sydney, NSW, 2000, Australia (**Seller**) will provide you with Electricity Supply and/or Network Services. The Seller is a related body corporate of Enwave Mascot Pty Ltd ABN 22 100 209 354, which is the holder of the retail licence under the Electricity Laws. The Seller acts as an agent of Enwave Mascot Pty Ltd in respect of on-selling electricity under this agreement.

The Seller has appointed NextGen Utilities Pty Ltd ABN 70 612 745 267 (**NextGen Utilities**) to act as its agent in its dealings with electricity customers in the Tonsley Innovation District. To contact NextGen Utilities, visit www.tonsley.enwaveenergy.com.au or call 1300 791 970.

IMPORTANT NOTICE TO YOU, THE CUSTOMER

You have a right to cancel this Contract within 10 Business Days after you have signed or received this Contract by following **clause 4.2** of this Contract.

Details about your additional rights to cancel this Contract are set out at www.tonsley.enwaveenergy.com.au.

IMPORTANT INFORMATION

This section provides important information for you (as the Customer), including information about how the Seller is regulated and what you can do if you wish to change to another authorised Retailer, lodge a complaint or report an Emergency or Fault. This section is provided for information and does not form part of this Contract.

Embedded Network: Customers at Tonsley are part of an Embedded Network owned and operated by the Seller. Therefore, they should not be charged by their Retailer (or the Seller) the pass-through South Australian Power Networks (SA Power Networks) network charges, as these charges are not applicable to customers on Embedded Networks. However, the Seller will be charged by SA Power Networks for network charges on the total consumption of electricity by all customers at the Premises. As a result, the Seller will also charge you for Network Services for being on the Embedded Network, and these charges will be exactly the same as the SA Power Networks network charges. This is called “shadow pricing” as defined in the Australian Energy Regulator Network Exemption Guidelines and ensures you are no worse off by being on an Embedded Network.

Switching to a new Retailer: Under the laws of South Australia, Customers have the right to purchase electricity from their choice of authorised Retailer. For Customers in the Tonsley Innovation District, their Meter may need to be changed to enable that to happen. Please email enquiries.tonsley@enwave.com.au, or call 1300 791 970, for more information about the steps that you need to take under this Contract to buy Electricity Supply from a Retailer of your choice, and the continuing obligations you will have with the Seller for Network Services under this Contract.

Tariffs and charges: The tariffs and all associated fees and charges for the Electricity Supply, if selected by you, and Network Services, under this Contract are set out in the schedule of tariffs provided to you. This Contract describes how those tariffs, fees and charges can change

from time to time.

Rebates and concessions: Please visit www.tonsley.enwaveenergy.com.au/ for information about government or non-government electricity rebates, concessions or relief schemes for which Customers may be eligible.

Flexible payment options: Flexible payment options are available for Residential Customers. Customers should contact NextGen Utilities for more information.

Payment difficulties: Residential Customers unable to pay an electricity bill due to financial difficulty should contact NextGen Utilities for information about the form of assistance that may be available and the process to follow to seek these forms of assistance. This Contract sets out some of the forms of assistance that may be available.

Complaints and disputes: If you have a complaint relating to this Contract please contact the Seller on 1300 791 970 or by using the enquiries email enquiries.tonsley@enwave.com.au. The complaints handling procedures are available from the website. Also you have a right to refer complaints or disputes relating to this Contract to the Energy and Water Ombudsman SA (**Ombudsman**). The Ombudsman is an independent disputes resolution body that can investigate and resolve many disputes under this Contract. To obtain details of the Ombudsman's services visit <http://www.ewosa.com.au> or call 1800 665 565.

Emergencies or faults: In the event of an electricity-related emergency or fault, please call 0438 429 491.

Privacy statement: The Seller's privacy policy is available on the website detailing how personal information may be handled, including how you can request access to and seek correction of personal information and how you can complain about a breach of privacy laws.

CONTRACT TERMS

The rest of this document sets out the terms of the Contract for the sale and delivery of electricity to you.

1 THE PARTIES

Under this Contract, the Seller sells:

- (a) Network Services; and
 - (b) Electricity Supply (if you choose to buy this from the Seller – see clause 3.1 below),
- to you, the Customer, at the Premises.

2 DEFINITIONS AND INTERPRETATION

- (a) The Customer to whom this Contract applies is referred to as **you**.
- (b) Terms using capital letters in this Contract are defined in **clause 24**.
- (c) Interpretation rules applicable to this Contract are in **clause 25**.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 When does this Contract apply?

This Contract only applies to the Premises, for which the Seller is authorised to retail and deliver electricity.

This Contract applies if you are eligible, and have registered for this Contract using the registration process at www.tonsley.enwaveenergy.com.au. You are eligible for this Contract if:

- (a) you are a Residential Customer; or
- (b) you are a business customer who is a Small Customer.

3.2 What if you decide to buy electricity from another Retailer?

You may choose an authorised Retailer of your choice if you do not wish to buy Electricity Supply from the Seller. In that case, the Electricity Supply Charges under this Contract will not apply; however, you will continue to be liable for the Network Services Charges under this Contract.

You should contact the Seller for information about what steps you need to take to purchase Electricity Supply from a Retailer of your choice.

3.3 What happens if you do not register or choose another Retailer?

If you receive Electricity Supply and/or Network Services at the Premises and you have not made arrangements under this Contract, the Seller may disconnect the Electricity Supply to the Premises.

The Seller may also charge for any electricity used if the Seller is entitled to claim payment for that electricity under general law or any Applicable Law.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this Contract start?

This Contract starts when you complete the registration process and commence receiving Electricity Supply and/or Network Services at the Premises. If you receive Electricity Supply and/or Network Services at the Premises before completing the registration process, you agree that this Contract applies to that Electricity Supply and/or Network Services.

4.2 Cooling-Off Period

- (a) You may cancel this Contract by calling or writing to the Seller within 10 Business Days from the first Business Day following receipt of this Contract and any other information required by Applicable Law (**Cooling-Off Period**).
- (b) You will not be liable to the Seller for any charge, cost, or compensation under this Contract if you cancel during the Cooling-Off Period, other than for Electricity Supply and/or Network Services received before cancellation.

4.3 When does this Contract end?

- (a) If you do not cancel during the Cooling-off Period, this Contract ends (whichever occurs first):
 - (i) if you give a notice stating you wish to end this Contract, this Contract ends on the date which is 5 Business Days after you give the notice or such other date agreed between you and the Seller; or

- (ii) if you and the Seller both agree to a date to end this Contract, this Contract ends on that date; or
 - (iii) at the conclusion of your lease for, or your occupancy of, the Premises, this Contract ends; or
 - (iv) if a different Customer starts to receive electricity at the Premises, this Contract ends on the date that Customer's contract starts; or
 - (v) if the Premises are Disconnected and you have not met the requirements for reconnection, this Contract ends 10 Business Days after the date of Disconnection; or
 - (vi) if you are no longer a Small Customer:
 - (A) this Contract ends on a date specified by the Seller, having given at least 5 Business Days' notice but no more than 20 Business Days' notice; or
 - (B) if you have not told the Seller of a change in your use electricity, this Contract ends; or
 - (vii) if there has been illegal or fraudulent use of electricity at the Premises or use in breach of **clause 16** of this Contract.
- (b) When this Contract ends you must give the Seller access to read the Meter and the Seller will issue you a final bill.
 - (c) Rights and obligations accrued before the end of this Contract continue even though this Contract has ended, including any obligation to pay the Seller. The Seller may issue bills to you after the end of this Contract for electricity and other services provided up to the end of this Contract.

4.4 Vacating the Premises

- (a) If you are vacating the Premises including at the conclusion of your lease for your occupancy of the Premises (if applicable), you must give the Seller notice of the date you will vacate and any change of address or contact details.
- (b) When the Seller receives your notice of vacating the Premises, the Seller must use its best endeavours to arrange for the reading of the Meter on the date stated in your notice (or as soon as possible after that date if you do not provide access to the Meter on that date) and send a final bill to you.
- (c) If you vacate the Premises without giving the Seller notice of vacating the Premises, or do not give the Seller access to conduct a final reading of the Meter, you continue to be responsible for charges for Electricity Supply to the Premises until this Contract ends in accordance with **clause 4.3**.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this Contract?

- (a) The Seller agrees to provide Network Services and Electricity Supply (if applicable) at the Premises subject to, and in accordance with this Contract. The Seller also agrees to meet its other obligations set out in this Contract and to comply with Electricity Laws.

- (b) In return, you agree:
- (i) to pay the Seller the Electricity Supply Charges (if applicable) and Network Service Charges for electricity supplied to the Premises until this Contract ends under clause 4.3, even if you vacate the Premises before the Contract ends; and
 - (ii) to pay the amounts properly billed by the Seller under this Contract; and
 - (iii) to comply with your obligations under this Contract and the Electricity Laws.

5.2 What is not covered by this Contract?

This Contract does not cover the physical connection of the building in which the Premises are located to the electricity distribution network or the maintenance of that connection and the supply of electricity to the building. The Community Corporation will make those arrangements.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give the Seller any information the Seller reasonably requires for the purposes of this Contract. The information you give must be correct, and you must not mislead or deceive the Seller in relation to any information provided.

6.2 Updating information

You must tell the Seller promptly if information you have provided changes, including if your billing address changes or if your use of electricity changes (for example, if you start running a business at the Premises).

6.3 Life Support Equipment – Residential Customer

- (a) If you are a Residential Customer and a person living at the Premises requires Life Support Equipment, you must register the Premises with the Seller. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for Life Support Equipment at the Premises.
- (b) If the Premises are registered in accordance with this clause, the Seller will comply with the conditions under which the Seller operates that are applicable to premises in which a person who requires Life Support Equipment resides.
- (c) Note: the conditions under which the Seller operates are at www.tonsley.enwaveenergy.com.au. The Seller will notify third parties with a role in the supply of electricity to the Premises (including the Owners Corporation) or the building that a person residing at the Premises requires Life Support Equipment.
- (d) You must tell the Seller if the Life Support Equipment is no longer required at the Premises.

6.4 Obligations if you are not an owner

If you cannot comply with an obligation relating to the Premises because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the Premises fulfils the obligation.

6.5 No Generation

You must not connect or allow to be connected directly or indirectly at your Premises any form of electricity generating equipment (such as battery storage equipment, or solar power equipment) without the prior express written consent of the Seller.

7 OUR LIABILITY

7.1 Quality and reliability of Electricity Supply may vary

- (a) The quality and reliability of Electricity Supply is subject to a variety of factors, including accidents, Emergencies or Faults, weather conditions, vandalism, system demand, the technical limitations of the transmission and distribution systems and the acts of other persons (such as the Community Corporation) including at the direction of a Relevant Authority.
- (b) To the extent permitted by law, the Seller gives no condition, warranty or undertaking, and the Seller makes no representation to you, about the reliability or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this Contract or referred to in **clause 7.2** below.

7.2 Australian Consumer Law

The Seller's liability to you is subject to the Australian Consumer Law. This Contract does not limit the Seller's liability if it does not comply with a consumer guarantee that applies in relation to this Contract under the Australian Consumer Law.

7.3 Limitation of liability for loss of supply

If, despite the terms of this Contract, the Seller is liable to you or any other person for any loss or damage suffered as a result of any total or partial non-provision of Electricity Supply or a defective Electricity Supply, then to the extent permitted by law (including the Australian Consumer Law referred to in **clause 7.2**), the following limitations and exclusions apply:

- (a) the Seller is not liable to you or any other person for any loss or damage suffered as a result of any total or partial non-provision of Electricity Supply, or any loss or damage suffered as a result of the defective Electricity Supply, unless the failure or defect is due to an act or omission done or made by the Seller or an officer, employee or agent of the Seller in bad faith or through negligence;
- (b) the Seller is not liable for any indirect, economic, special or consequential losses suffered by you or any other person as a result of any partial or total failure to supply electricity or any loss or damage suffered as a result of the defective supply of electricity, due to an act or omission by the Seller or an officer, employee or agent of the Seller done or omitted to be done in bad faith or through negligence;
- (c) the Seller's liability for losses suffered by you as a result of any partial or total non-provision of Electricity Supply or any defective Electricity Supply (other than a loss for which liability is excluded by this clause or Electricity Law) is limited, in respect of all such events during a calendar year, to the lesser of the following:
 - (i) the cost of repair or replacement of any property damaged (as appropriate) as a result of the event; or
 - (ii) \$5,000.

8 INTERRUPTION OF SUPPLY

8.1 Seller may Interrupt supply

The Seller may Interrupt the supply of electricity at the Premises including for a planned interruption or where there is an unplanned interruption.

8.2 Planned interruptions

- (a) The Seller may make planned interruptions to Electricity Supply and Network Services at the Premises for the following purposes:
 - (i) where there is a planned interruption by ElectraNet or SA Power Networks for the maintenance, repair or augmentation of a transmission system or a distribution system; or
 - (ii) for the maintenance, repair, or augmentation of the Seller's facilities; or
 - (iii) for the installation of a new connection or a connection alteration to another customer.
- (b) If supply to you will be affected by a planned Interruption, if practical, the Seller will give at least 4 Business Days' notice to you by mail, letterbox drop, press advertisement or other appropriate means.

8.3 Unplanned Interruptions

- (a) The Seller may Interrupt Electricity Supply and Network Services to the Premises if it considers there to be an immediate threat of injury or material damage to any person or property including the Seller's facilities, including:
 - (i) for unplanned maintenance or repairs; or
 - (ii) for health or safety reasons; or
 - (iii) in an emergency; or
 - (iv) as required by a Relevant Authority or ElectraNet or SA Power Networks; or
 - (v) to shed demand for energy because the total demand at the relevant time exceeds the total supply available; or
 - (vi) to restore supply to a customer.
- (b) If an unplanned Interruption occurs, the Seller will use its best endeavours to restore Electricity Supply at the Premises as soon as possible.

8.4 Information about Interruptions

If requested by you, the Seller will use its best endeavours to explain, within a reasonable time of the request:

- (a) any Interruption to the Electricity Supply at the Premises; or
- (b) an Electricity Supply at the Premises of a quality in breach of any relevant standards under the Applicable Law.

9 PRICE FOR ENERGY AND OTHER SERVICES

9.1 What are the Seller's tariffs and charges?

The tariffs and charges for the sale of Network Services and if you choose, Electricity Supply to you under this Contract are provided as part of your registration for this Contract. You agree to pay these tariffs and charges.

9.2 Changes to tariffs and charges

- (a) The Seller may from time to time vary the tariffs and charges payable under this Contract in accordance with any Applicable Law and this **clause 9.2**.
- (b) If the Seller varies the tariffs and charges, the Seller will provide notice to you of the variation as soon as practicable and not later than 21 days before the variation takes effect unless you and the Seller have agreed to a shorter time (for example, if prices are to be reduced).

9.3 Variation of tariff due to change of use

If a change in your use of electricity means you are no longer eligible for a particular tariff, the Seller may transfer you to a new tariff:

- (a) if you notify the Seller there has been a change in use, from the date of notification; or
- (b) if you have not notified the Seller of a change in use, retrospectively from the date the change in use occurred.

9.4 Variation of tariff or type of tariff on request

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under this Contract, you can ask the Seller to review whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request the Seller to do so, the Seller must:
 - (i) transfer you to that other tariff within 10 Business Days; or
 - (ii) transfer you to that other type of tariff from the date the Meter is read or the type of Meter is changed (if needed).

9.5 Changes to tariffs or type of tariff during a Billing Cycle

If a tariff applying to you changes during a Billing Cycle, the Seller will calculate your next bill on a proportionate basis.

9.6 GST

- (a) The tariffs and charges for the sale of electricity to you under this Contract and other amounts payable under this Contract may be stated to be exclusive or inclusive of GST. Clause 9.6(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this Contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient

of that taxable supply.

9.7 Credit Checks

The Seller may, at its discretion, run a credit check and use the information to establish your credit rating. In order to run a credit check, the Seller may disclose your personal information to a credit reporting agency for the purposes of obtaining credit reports about you relating to your customer credit and commercial credit history. Where permitted by Applicable Laws, the Seller may report an overdue payment to a credit rating agency.

10 BILLING

10.1 General

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

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

10.2 Calculating the bill

Bills that the Seller sends to you (**your bills**) will be calculated on:

- (a) the Metered Consumption at the Premises during the Billing Cycle (using information obtained from reading the Meter or otherwise in accordance with any Applicable Law); and
- (b) the amount of fees and charges for any other services provided under this Contract during the Billing Cycle.

10.3 Estimating the electricity usage

- (a) The Seller will use its best endeavours to ensure that the Meter is read and used as the basis for your bills.
- (b) The Seller may estimate the amount of electricity consumed at the Premises if the Meter cannot be read, if Metering Data is not obtained (for example, if access to the Meter is not given or the Meter or associated telemetry breaks down or is faulty) or if you otherwise consent.
- (c) If the Seller estimates the amount of electricity consumed at the Premises to calculate a bill, the Seller must:
 - (i) clearly state on your bill that it is based on an estimate; and
 - (ii) when the Meter is later read, adjust your bill for the difference between the estimate and the electricity actually consumed.
- (d) If the later Meter read shows that you have been undercharged, the Seller will allow you to pay the undercharged amount in instalments over the same period of time during which the Meter was not read (if less than 12 months) or otherwise over 12 months.
- (e) If the Meter has not been read due to your actions and you request the Seller to replace the estimated bill with a bill based on an actual reading of the Meter, the Seller will

comply with your request but may charge you any costs the Seller incurs in doing so.

10.4 Your historical billing information

Upon your request, the Seller must give you information about your billing history for the previous 2 years free of charge. However, the Seller may charge you if the Seller has already given you this information in the previous 12 months or if you require information going back more than 2 years.

10.5 Bill smoothing

If you agree, the Seller may arrange for you to pay your bills under a bill smoothing arrangement based on a 12 month estimate of your electricity consumption.

11 PAYING YOUR BILL

11.1 What you have to pay

You must pay to the Seller the amount shown on each bill by the Due Date. The Due Date is no earlier than 13 Business Days after the date on which the Seller issues your bill.

As part of the registration process you will supply details of your nominated bank account or credit card for the purposes of payments. Based on these details, the Seller will direct debit your account or debit your credit card on the Due Date.

11.2 Issue of reminder notices

If the Seller is unable to deduct payment from your nominated account or credit card on the Due Date, the Seller will send you a Reminder Notice that payment is required. The Seller will contact you to discuss the situation and agree how the outstanding amount will be paid.

11.3 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact the Seller as soon as possible. The Seller will provide you with information about payment options, electricity efficiency and any applicable government or non-government electricity rebates, concessions and relief schemes.
- (b) If you are a Residential Customer and have told the Seller that you have difficulty paying your bill, the Seller must offer you the option of paying your bill under a payment plan. However, the Seller is not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of electricity in the previous 2 years.
- (c) Additional protections may be available to you under the Seller's Customer Hardship Policy and under any Applicable Law if you are a customer experiencing payment difficulties due to hardship. A copy of the Seller's Customer Hardship Policy is available at www.tonsley.enwaveenergy.com.au.

11.4 Late payment fees

If you have not paid a bill by the Due Date, the Seller may charge a late payment fee. Details of late payment fees are in the tariffs and charges. The Seller will not charge a late payment fee if you have informed the Seller that you are unable to pay your bill by the Due Date as a result of financial hardship.

11.5 Interest on unpaid amounts

If the Premises are Disconnected in accordance with **clause 15** and not re-connected in accordance with **clause 16**, the Seller, at its discretion, may charge you interest on any amounts due and payable under this Contract and not paid at a rate equivalent to 2% over the current business mortgage rate as published by the Australian and New Zealand Banking Group. The interest will accrue on a daily basis commencing on the Due Date until the amount including interest has been paid.

12 METERS

You must provide the Seller and its authorised representatives (together with all necessary equipment) safe and unhindered access to the Premises, including taking appropriate action to prevent menace or attack by animals at the Premises, at any reasonable time to allow the Seller to:

- (a) read, test, maintain, inspect or alter any metering installation at the Premises;
- (b) calculate or measure Electricity Supply consumed at the Premises;
- (c) check the accuracy of metered consumption at the Premises;
- (d) replace Meters, control apparatus and other energy equipment of the Seller's;
- (e) connect, Disconnect or re-connect the Premises;
- (f) examine or inspect an energy installation at the Premises;
- (g) inspect, make safe, operate, change, maintain, remove, repair or replace any of the Seller's works at the Premises;
- (h) undertake repairs, testing or maintenance of the distribution system;
- (i) take action to determine the appropriate tariff for the Premises; and
- (j) perform services requested by you.

13 UNDERCHARGING AND OVERCHARGING

13.1 Undercharging

- (a) If you have been undercharged, the Seller may recover the undercharged amount from you. If the Seller recovers an undercharged amount from you:
 - (i) the Seller will not charge interest on the undercharged amount; and
 - (ii) the Seller will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months) or otherwise over 12 months.
- (b) The maximum amount the Seller can recover from you is limited to the amount that has been undercharged in the 9 months immediately before the Seller notified you, unless the undercharge is your fault or results from your unlawful act or omission.

13.2 Overcharging

- (a) If you have been overcharged, the Seller will inform you of the overcharging within 10 Business Days after becoming aware of the overcharging.
- (b) If you have been overcharged by less than \$25, and you have already paid the overcharged amount, the Seller must credit that amount to your next bill.
- (c) If you have been overcharged by \$25 or more and you have already paid that amount, the Seller must credit that amount to your next bill. If you ask the Seller to refund the amount to you, it will do so.
- (d) If you are no longer receiving Electricity Supply under this Contract, the Seller will use its best endeavours to pay the overcharged amount to you within 10 Business Days.
- (e) If you have been overcharged as a result of your own fault or unlawful act or omission, the Seller may limit the amount it credits or pays you to the amount you were overcharged in the 12 months before the date on which the overcharge was discovered.
- (f) In no circumstances will the Seller have to pay you interest on any overcharged amount.

13.3 Reviewing your bill

- (a) If you disagree with the amount of your bill, you can ask the Seller to review your bill in accordance with its standard complaints and dispute resolution procedures available at www.tonsley.enwaveenergy.com.au.
- (b) If requested by you, the Seller must arrange for a check of the Meter reading or Metering Data or for a test of the Meter in reviewing your bill. You will be liable for the cost of the check or test and the Seller may request payment in advance. If the Meter or Metering Data proves to be faulty or incorrect, the Seller must reimburse you for any amount paid in advance.
- (c) If your bill is being reviewed, you are still required to pay any other bills from the Seller that are due for payment under this Contract 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.

14 SECURITY DEPOSITS

14.1 Security Deposit

The Seller may require that you provide a Security Deposit. The circumstances in which the Seller may require a Security Deposit and the amount of the Security Deposit that may be required are set out in the customer information pack.

14.2 Interest on Security Deposits

If you pay a Security Deposit, the Seller must pay you interest on the Security Deposit at a rate and on terms consistent with the requirements of the National Energy Retail Law.

14.3 Use of a security deposit

- (a) The Seller may use your Security Deposit and any interest earned on the Security

Deposit to offset any amount you owe to it under this Contract:

- (i) if you do not pay a bill and as a result the Seller arranges for the Disconnection of your Premises; or
 - (ii) in relation to a final bill (ie a bill the Seller issues when you vacate the Premises or you are no longer receiving Electricity Supply under this Contract or when you request that the Premises be Disconnected).
- (b) If the Seller uses your Security Deposit or any accrued interest to offset amounts owed to it, the Seller will advise you within 10 Business Days.

14.4 Return of Security Deposit

- (a) The Seller must return your Security Deposit and any accrued interest in the following circumstances:
- (i) you complete 1 year's payment (in the case of Residential Customers) or 2 years' payment (in the case of business customers) by the Due Date on the Seller's initial bills; or
 - (ii) subject to clause 14.3, you are no longer purchasing Electricity Supply under this Contract.
- (b) If you do not give the Seller any reasonable instructions, the Seller will credit the amount of the Security Deposit, together with any accrued interest, to your next bill.

15 DISCONNECTION OF SUPPLY

15.1 When can the Seller arrange for Disconnection?

Subject to the Seller satisfying the requirements of any Applicable Law, the Seller may arrange for the Disconnection of the Premises if:

- (a) you have requested the Disconnection; or
- (b) continuity of supply of electricity at the Premises would be unsafe; or
- (c) your lease for, or occupancy of, the Premises has ended and you are vacating the Premises; or
- (d) you do not pay your bill by the Due Date or, if you are a Residential Customer, you have not adhered to the terms of a payment plan (if any), and:
 - (i) following non-payment by the Due Date, the Seller has:
 - (A) given you a Reminder Notice requesting payment by a date at least 6 Business Days after the date of issue of the Reminder Notice;
 - (B) offered you more flexible payment terms to pay any amount outstanding; and
 - (C) restated the forms of assistance available if the non-payment is due to financial difficulty;

- (ii) following non-payment by the date specified in the Reminder Notice, or the establishment of more flexible payment terms, the Seller has given you a Disconnection Warning Notice informing you that Disconnection may occur if payment of the outstanding bill is not made by a date at least 6 Business Days after the date of issue of the Disconnection Warning Notice;
 - (iii) the Seller has, after issuing the Disconnection Warning Notice, used its best endeavours to contact you in person or by telephone in connection with the failure to pay; and
 - (iv) you have, by the date specified in the Disconnection Warning Notice, refused or failed to take any reasonable action towards settling the debt; or
- (e) you do not provide a Security Deposit that the Seller is entitled to require from you; or
- (f) this Contract has been terminated; or
- (g) the Seller is otherwise entitled or required to do so under any Applicable Law or otherwise by law.

15.2 Notice and warning of Disconnection

Before Disconnecting your Premises, the Seller must comply with relevant warning notice requirements and other provisions in any Applicable Law. The Seller is not required to provide a warning notice prior to Disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of electricity at the Premises or where there is an Emergency or health and safety issue).

15.3 When the Seller must not arrange Disconnection

- (a) Subject to **clause 15.3(b)**, the Premises may not be Disconnected during the following times (**Protected Period**):
- (i) on a Business Day before 8.00am or after 3.00pm; or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
 - (v) if you are being disconnected under **clause 15.1(d)**, during an extreme weather event.
- (b) The Premises may be Disconnected within the Protected Period:
- (i) for reasons of health and safety; or
 - (ii) in an Emergency; or
 - (iii) as directed by a Relevant Authority; or
 - (iv) if you request the Seller to arrange Disconnection within the Protected Period; or
 - (v) at the conclusion of your lease for, or occupancy of, the Premises.

- (c) The Premises will also not be Disconnected in the following circumstances:
- (i) where an application has been made by you or on your behalf for assistance to an organisation responsible for an electricity rebate, relief or scheme available under any government or non-government funded electricity charge, rebate, concession or relief and a decision on that application has not been made; or
 - (ii) you have made a complaint directly related to the proposed reason for Disconnection to the Seller in accordance with **clause 19**, the Ombudsman or another relevant external dispute resolution body and that complaint is unresolved.

16 RECONNECTION AFTER DISCONNECTION

- (a) The Seller must arrange reconnection at the Premises if, within 10 Business Days after the Premises being disconnected:
- (i) you ask the Seller to arrange for reconnection of the Premises; or
 - (ii) you rectify the matter that led to the Disconnection; or
 - (iii) you pay any reconnection charge (if requested).
- (b) The Seller may end this Contract 10 Business Days after Disconnection if you do not take all of the actions listed in clause 16(a) above.

17 WRONGFUL AND ILLEGAL USE OF ELECTRICITY

17.1 Use of electricity

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

- (a) illegally use electricity supplied to the Premises; or
- (b) interfere or allow interference with any electricity equipment that is at your Premises and/or within any building in which the Premises is located except as may be permitted by law; or
- (c) use the electricity supplied to the Premises 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 the Seller to be used otherwise than in accordance with this Contract and any Applicable Law; or
- (e) tamper with, or permit tampering with, any Meters or associated equipment.

18 NOTICES AND BILLS

- (a) Notices and bills under this Contract must be sent in writing, unless this Contract or any Applicable Law says otherwise.
- (b) A notice or bill sent under this Contract is taken to have been received by you or by the

Seller (as relevant):

- (i) on the date it is left at the party's Premises (in your case) or one of the Seller's offices or successfully emailed to the party (which occurs when the sender receives a transmission report to that effect); or
 - (ii) on the date 2 Business Days after it is posted; or
 - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if otherwise sent electronically in a manner agreed between us.
- (c) The Seller's contact details for general communications or notices are as set out in the Seller's bill to you, or as notified to you from time to time.
- (d) The Seller may send general communications to you by SMS.

19 PRIVACY ACT NOTICE

The Seller will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of the Seller's privacy policy at www.tonsley.enwaveenergy.com.au. If you have any questions, you can contact the Seller's agent NextGen Utilities on 1300 791 970.

20 COMPLAINTS AND DISPUTE RESOLUTION

20.1 Complaints

If you have a complaint relating to Electricity Supply, or this Contract generally, you may lodge a complaint with the Seller in accordance with its standard complaints and dispute resolution procedures.

The Seller's standard complaints and dispute resolution procedures are published at www.tonsley.enwaveenergy.com.au.

20.2 The Seller's obligations in handling complaints

- (a) If you make a complaint, the Seller must respond to your complaint within the required timeframes set out in the standard complaints and dispute resolution procedures and the Seller will make reasonable endeavours to resolve the dispute.
- (b) After the Seller has undertaken its standard complaints and dispute resolution procedures, it will inform you:
 - (i) of the outcome of your complaint and the reasons for the Seller's decision; and
 - (ii) that if you are not satisfied with the Seller's response, that you have a right to refer the complaint to the Ombudsman.

21 FORCE MAJEURE

21.1 Effect of force majeure event

If either party to this Contract cannot meet an obligation under this Contract because of a Force Majeure Event:

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is

affected by the Force Majeure Event for as long as the Force Majeure Event continues;
and

- (b) the affected party must use its best endeavours promptly to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

21.2 Deemed prompt notice

If the effects of a Force Majeure Event are widespread, the Seller will be deemed to have given you prompt notice if the Seller makes the necessary information available by way of a telephone number available 24 hours, 7 days per week or SMS service within 30 minutes of being advised of the event or otherwise as soon as practicable.

21.3 Obligation to overcome or minimise effect of Force Majeure Event

A party that claims a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

21.4 Settlement of industrial disputes

Nothing in **clause 21** requires a party to settle an industrial dispute that constitutes a Force Majeure Event in any manner other than the manner preferred by that party.

22 APPLICABLE LAW

The laws of South Australia govern this Contract.

23 GENERAL

23.1 The Seller's obligations

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

- (a) the Seller is taken to have complied with the obligation if another person does it on the Seller's behalf; and
- (b) if the obligation is not complied with, the Seller is still liable to you for the failure to comply with this Contract.

23.2 Amending this Contract

- (a) The Seller may amend this Contract from time to time at its discretion in accordance with any Applicable Law and this **clause 23.2**.
- (b) The Seller will notify you of any amendments to this Contract at least 21 days before they take effect and will publish those amendments on the website.
- (c) Despite **clause 23.2(b)**, the Seller can notify amendments that take effect less than 21 days after the notice if the amendment is for your benefit and the Seller is required by Applicable Law to make the amendment within that time.
- (d) This clause does not affect your rights to choose a Retailer or to bring this Contract to an end.

24 DEFINITIONS

Applicable Law means any legislation, regulations, orders or instruments issued or made under any legislation, applicable to the parties when performing obligations or exercising rights in relation to this Contract, including the National Energy Retail Law and the conditions of any licence, authorisation or exemption applicable to the Seller in relation to this Contract.

Australian Consumer Law is defined in the *Australian Competition and Consumer Act 2010 (Cth)*.

Billing Cycle means the regular recurrent period for which you receive a bill from the Seller.

Business Day means a day other than a Saturday, a Sunday or a public holiday in South Australia.

Community Corporation means the community corporation for the building at Tonsley Innovation District in which the Premises are located.

Contract means the agreement contained in this document, and includes any amendment and any other document expressed to form part of this document.

Customer means a person obliged to pay for Electricity Supply at the Premises as identified in the registration process.

Disconnection means an action to prevent the flow of electricity to the Premises, but does not include an Interruption; and **Disconnected** and **Disconnecting** has a corresponding meaning.

Disconnection Warning Notice means a notice issued by the Seller to warn you that the Premises will or may be Disconnected and which contains the information, if any, required under Applicable Law.

Due Date means the date stated on a bill issued under this Contract for which the bill is due and payable in accordance with **clause 10.1**.

Electricity Laws means:

- (a) the National Energy Retail Law; and
- (b) the National Energy Retail Rules made under that Law.

Electricity Supply means the supply of electricity to the Customer (excluding Network Services).

Electricity Supply Charges means charges to the Customer for the provision of Electricity Supply under the Contract, being the Metered Consumption multiplied by the product of the charge rates and aggregate of the loss factors, as charged to the Seller by the Retailer.

Embedded Network means the private electricity network that connects the building to SA Power Networks' distribution network and over which electricity is supplied to Customers within the Tonsley Innovation Precinct.

Emergency or Fault 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.

Force Majeure Event means an event outside the reasonable control of a party.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Interruption means a temporary unavailability or temporary curtailment of the Electricity Supply at the Premises, but does not include unavailability or curtailment in accordance with this Contract or your arrangements for connection of the Premises to the network of the building in which the Premises are located; and **Interrupt** has a corresponding meaning.

Life Support Equipment means any of the following:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a kidney dialysis machine;
- (d) a chronic positive airways pressure respirator;
- (e) crigler najjar syndrome phototherapy equipment;
- (f) a ventilator for life support; or
- (g) any other equipment that a registered medical practitioner certifies is required by you.

LREC Rate for a period means the rate specified in the Contract Details for that period, as varied by the Seller from time to time based on obligations of liable entities under the REC Act and the market price of large-scale generation certificates created under the REC Act.

Meter means the device that measures the quantity of electricity passing through it or records the consumption of electricity at the Premises.

Metered Consumption means the amount of electricity consumed at the Premises during the Billing Cycle (using information obtained from reading the Meter or otherwise in accordance with any Applicable Law).

Metering Charges means the fee per meter per annum set out in the Registration Details.

Metering Data means the data collected by the Meter.

National Energy Retail Law means the law of that name that is applied in South Australia.

Network Services means the physical delivery of electricity to the Premises via the Embedded Network which in turn is connected to the electricity distribution network operated by SA Power Networks.

Network Services Charges means charges for the services of the delivery of electricity to the Premises via the Embedded Network.

Premises means the Premises located in the Tonsley Innovation District at which the Customer is taking a supply of electricity. Details of the Premises are recorded during the registration process.

Protected Period means the periods detailed in **clause 15.3**.

Relevant Authority means any person or body who has the power under law to direct the Seller, including the South Australian Police or Australian Federal Police.

Reminder Notice means a notice issued by the Seller after the Due Date for a bill to remind you that payment is required and which contains the information (if any) required under Applicable Law.

Residential Customer means a person who purchases electricity principally for personal, household or domestic use at their premises.

Retailer means a person who holds an authorisation granted under the Electricity Laws to sell electricity to Customers.

Security Deposit means an amount of money paid to the Seller as security against non-payment of a bill.

Seller means Enwave Tonsley Pty Ltd, or an authorized agent acting on its behalf.

Small Customer means a Residential Customer or a non-Residential Customer who consumes electricity at or below 160 MWh per annum.

25 INTERPRETATION

In this Contract:

- (a) the singular includes the plural and vice versa;
- (b) one gender include all other genders;
- (c) a reference to a person or an entity includes corporations, firms, unincorporated bodies, government authorities and instrumentalities;
- (d) if a party to this Contract is made up of more than one person, an obligation of those persons is joint and several, a right of those persons is held by each of them separately, and any other reference to that party or term is a reference to each of those persons separately;
- (e) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Contract;
- (f) a reference to this Contract or another document includes that document as amended, varied, novated, supplemented or replaced from time to time;
- (g) a reference to legislation or a provision of legislation includes all regulations, orders or instruments issued under the legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision; and
- (h) the terms “include” and “including” are to be construed without limitation.