

Network Only Use of Services Contract LARGE CUSTOMERS – General Terms

1. Introduction and important information

- 1.1. This contract is between CPE Barangaroo Pty Limited as Trustee for the CPE Barangaroo Trust ABN 80 135 837 788 (CPE, we or us, and our has a comparable meaning) and *you*, as customer.
- 1.2. Terms that are italicised in this contract are defined in section 31.
- 1.3. This contract consists of and is subject to:
 - a) these *general terms*;
 - b) the *contract particulars* attached to these *general terms*; and
 - c) the *network tariff schedule*.
- 1.4. To the extent there is any inconsistency or conflict between any of the terms in the documents referred to in paragraph 1.3, the terms in the document listed first shall govern and apply to the extent of that inconsistency or conflict.
- 1.5. This contract deals with the services we provide to *you* in:
 - a) connecting your *premises* to our *embedded network*; and
 - b) distributing energy to your *premises* through our *embedded network*.These are referred to as “*network services*”.
- 1.6. We have agreed to operate our *embedded network* pursuant to our obligations under the *building management statement*. In accordance with the *building management statement*, your *building* is connected to our *embedded network* under the *building connection contract*. Our ability to provide the *network services* to *you* under this contract may be affected by our counterparty’s compliance with its obligations under the *building connection contract*.
- 1.7. The contact details of your *embedded network manager* will be included in the *contract particulars*. Their contact details (and any change to them) will also be available on our *website* from time to time.

- 1.8. As the operator of an embedded network, we are exempt from the requirement to be a *registered network service provider* and we are not subject to all the obligations of a *registered network service provider*. This means that *you* may not have the same consumer protections as *you* would if *you* were connected directly to a *registered network service provider*. However, our exemption is subject to conditions, which can be viewed on our *website*. The *ACL* may also apply to the supply of electricity under this contract. We and our representatives must comply with the conditions of our exemption as well as the *ACL* to the extent they apply.
 - 1.9. Information about us, our business, our *embedded network* and the *network services* provided to your *premises* can be found on our *website*.
 - 1.10. *You* will not be charged *network charges* that are higher than the comparable standing offer price that would be charged by the *external distribution network distributor*, if the *external distribution network distributor* were to supply that quantity, or estimated quantity, of electricity directly to your *premises*.
 - 1.11. If there is a fault or *emergency* related to your electricity supply, please contact our faults and emergency line on 1800 965 890.
- ### 2. Scope of this contract
- 2.1. This contract sets out the terms and conditions for *network services* for *large customers* under the *energy laws*.
 - 2.2. This contract applies to *you* if your *premises* are connected to our *embedded network* and *you* do not have another connection contract with us for those *premises*.
 - 2.3. We may reclassify your *customer classification* at our discretion or on application by *you* or your *retailer*, unless we are entitled to decline to do so under the *energy laws*.
 - 2.4. This contract does not cover the sale of energy to the *premises*. This is the role of your *retailer* and is covered by your *retail contract*.
 - 2.5. If *you* require a new connection or an alteration to your existing connection, we will provide *you* with a connection offer which will contain the terms and conditions relevant to

the connection, which will form additional terms and conditions to this contract if *you* agree to the connection offer. This may require us to extend or increase the capacity of our *embedded network*, the costs of which *you* may be required to contribute to.

3. Power of choice

- 3.1. *You* have the right to choose to purchase electricity from a retailer of your choice. If *you* change between different retailers, this may require changes to your electricity *meter* and billing arrangements. It is our responsibility to ensure that your access to a retailer of your choice is not impeded by any network configuration or metering arrangements.
- 3.2. In the event that *meters* in our *embedded network* are or become subject to metering contestability then, subject to the *energy laws*, *you* may have the right to choose to appoint a metering provider and meter reader of your choice for the *meter* relevant to your consumption at your *premises*. Changing suppliers for metering related services may require changes to your electricity meter arrangements.
- 3.3. Your *embedded network manager* will be responsible for coordinating your access to retailers and other metering providers and meter readers (if applicable).
- 3.4. *You* should do the following things once *you* have chosen your preferred retailer and metering provider or meter reader (if applicable):
 - a) advise that retailer or supplier of metering related services (as the case may be) that your *premises* is connected to our *embedded network*; and
 - b) contact the *embedded network manager* and notify it of that retailer or supplier of metering related services (as the case may be).

4. Term of this contract

- 4.1. This contract is effective from the earlier of:
 - a) the *date of application*; or
 - b) if your *premises* are already connected to our *embedded network*, the date on which *you* first commenced occupation or possession of your *premises*.

4.2. This contract ends:

- a) if your *retailer* notifies us that the supply of energy to the *premises* is to be disconnected (a 'termination notice') – subject to paragraph 4.3, on the date we disconnect the *premises* (even if *you* have vacated the *premises* earlier);
 - b) if *you* start receiving supply of energy for the *premises* under a different connection contract – on the date that that contract starts;
 - c) if a different customer starts receiving supply of energy for the *premises* – on the date the connection contract of that customer starts; and
 - d) if we both agree to end the contract – on the date that is agreed.
- 4.3. If your *retailer* gives us a termination notice but *you* do not give safe and unhindered access to your *premises* to conduct a final *meter* reading (where relevant), this contract will not end under paragraph 4.2.a) until a final *meter* reading is carried out.
 - 4.4. *You* agree *you* may be required to provide documentary evidence of the date of your commencement and/or cessation of occupation and possession of the *premises* on the request of CPE. CPE will be entitled to charge *you* for the entire period in which *you* occupy and/or have possession of the *premises* as evidenced by the documentation notwithstanding that such period may be different to what *you* have notified.
 - 4.5. The following sections will survive termination of this contract: sections 1 (Introduction and important information), 4 (Term of this contract), 7.3 (Retention of equipment), 12 (Access to the *premises*), 13 (Work health and safety), 18 (Our liability), 20 (Our charges and payment), 21.5 (Return of security deposit), 23 (Complaints and dispute resolution), 24 (Your privacy and access to information), 25 (Transfer of the contract), 26 (Applicable law), 27 (Notices and bills), 28 (Trustee capacity), 29 (General), 30 (Interpretation) and 31 (Definitions).
 - 4.6. Rights and obligations accrued by *you* or us before the end of this contract continue despite the end of this contract.

5. Network services

- 5.1. We must provide, install and maintain equipment for the provision of *network services* to your *premises* safely and in accordance with the *energy laws*.
- 5.2. Our obligations extend from the *parent connection point* up to the *customer connection point* where energy is to be supplied to the *premises* and not beyond.

6. Your general obligations

6.1. You must comply with:

- a) the *energy laws* relating to the provision of *network services* to your *premises* under this contract;
- b) our reasonable requirements under the *energy laws*, including the service and installation rules;
- c) any requirements relevant to the installation and use of energy installations or equipment at your *premises*, including:
 - i. the service and installation rules;
 - ii. all applicable laws;
 - iii. any requirements we impose from time to time to ensure compliance with applicable laws (including the *energy laws*); and
 - iv. any other reasonable requirements we impose;
- d) our reasonable requirements we impose from time to time to ensure compliance with the *building management statement* or the *building connection contract*; and
- e) our requirements we impose from time to time:
 - i. relating to loading of, and the balancing of the load over, the phases of your electricity supply from your *retailer*; and
 - ii. as to the minimum rupture rating or minimum breaking capacity of your main protection devices.

- 6.2. You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in

relation to any information you provide to us.

6.3. You must promptly:

- a) inform your *retailer* and us of any changes to your contact details (including your *email address* and *billing address*);
- b) inform your *retailer* and us of any change that you are aware of that materially affects access to your *meter* or to other equipment involved in providing *network services*;
- c) inform us of any proposed change that you are aware of in plant or equipment, including *embedded generators*, *energy storage devices* and metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability and safety or metering of the supply of energy to the *premises* or the *premises* of any other person; and
- d) inform either your *retailer* or us of any permanent material change to the energy load or pattern of usage at the *premises*.

7. Installation of equipment

7.1. We may require:

- a) you to install relays, current transformers and other protective equipment which have characteristics to suit any load shedding requirements, protection system, load shedding obligations and other obligations in relation to our *embedded network* under the *energy laws* to the extent that the *energy laws* apply;
- b) you to provide transformers, switchgear or other equipment in a place within the *premises* to our specifications, if in our opinion, the supply of electricity you require from your *retailer* exceeds that which can be provided by a service line from our mains and can best be given by installing such equipment on the *premises*;
- c) you to install such service equipment and make provision for its mounting as we consider necessary;
- d) the installation of such service lines and provision for their attachment as we

consider necessary; and

- e) *you* to install additional *meters* and metering equipment which we consider necessary to measure the quantity of electricity supplied to the *premises* or supplied to our *embedded network* by an *embedded generator* or *energy storage device* installed at the *premises*.

7.2. For the avoidance of doubt, any installation of equipment required under paragraph 7.1 will be at your cost.

7.3. Any equipment installed under paragraph 7.1.b) remains our property and under our control unless we agree to other arrangements. *You* acknowledge and agree that such equipment may be used to supply electricity to other customers in our *embedded network* provided that the supply requirements of your *premises* (as agreed with us at the time the equipment is installed) are met first.

7.4. We may attach seals or break seals and attach new seals to *meters*, relays, switches, links or any other item or equipment which could affect safety or the accuracy of your electricity account.

8. Life support equipment

8.1. If there exists a requirement to maintain supply at your *premises* for *life support equipment*, *you* must register the *premises* with your *retailer* and with us. To the extent it is applicable, we may ask that *you* give written confirmation from a registered medical practitioner of the requirement for *life support equipment* at the *premises*.

8.2. *You* consent to us using and disclosing information provided to us under paragraph 8.1 for purposes connected with the provision of electricity services to the *premises* and otherwise complying with our regulatory obligations regarding *life support equipment*. Before *you* provide us with personal information including health information about another person, *you* must first obtain their consent to us collecting, using and disclosing that information for the purposes described in this paragraph 8.2.

8.3. If *you* are a *life support customer*, *you* must tell us and your *retailer* if the requirement to maintain supply at the *premises* for *life support equipment* ceases for any reason.

8.4. If the *premises* are registered as having *life support equipment*, we must give *you*:

- a) general advice that there may be planned or unplanned *interruption* to the supply of energy to the *premises*; and
- b) at least 4 *business days*' notice in writing of any planned *interruptions* to the supply of energy to the *premises*; and
- c) information to assist *you* to prepare a plan of action in case of an unplanned *interruption*; and
- d) an emergency telephone contact number.

9. Embedded generators and energy storage

9.1. *You* must get our prior written consent before installing an *embedded generator* or *energy storage device* that will be connected to our *embedded network* or changing an existing connection of an *embedded generator* or *energy storage device* already connected to our *embedded network*. If we provide our consent, we will provide *you* with a connection offer (if applicable) and/or the relevant additional terms and conditions .

9.2. As part of our consent process, we may need to seek the approval of the *external distribution network distributor* for the installation of, or a change to an existing connection for, an *embedded generator* or *energy storage device*. The *building management statement* may also require that additional prior written consent is sought from various entities before *you* can install an *embedded generator* or *energy storage device* that is connected to our *embedded network*. We will let *you* know what these consent requirements are when we receive a request from *you* under paragraph 9.1.

9.3. If we provide our consent under paragraph 9.1, this will be conditional on the receipt of all third-party approvals required to install or change a connection for an *embedded generator* or *energy storage device*. We will only commence the process of seeking such third-party approvals if *you* accept our connection offer (if applicable) and any additional terms and conditions made under paragraph 9.1. *You* acknowledge and agree that *you* will be liable for all costs in

connection with us seeking any relevant approvals under this paragraph 9.3.

9.4. If you have an *embedded generator* or *energy storage device* connected to our *embedded network*, you must comply:

- a) with the applicable laws (including the *energy laws*) and standards in operating and maintaining the *embedded generator* or *energy storage device* when you commence supply of energy under this contract; and
- b) with any notices we may give to you from time to time (which may not be in writing) in relation to an *embedded generator* or *energy storage device* that is connected to our *embedded network* as soon as possible after you receive such notice.

9.5. If you have an *embedded generator* or *energy storage device* connected to our *embedded network*:

- a) you must ensure that electricity produced by such *embedded generator* or *energy storage device* does not flow back into our *embedded network* unless we have first given our approval, which may be subject to conditions that you must comply with;
- b) we are not responsible for, and you accept all risk in respect of, the control and use of electricity beyond the *customer connection point* and in respect of the supply of electricity to the *premises* or to our *embedded network* from such *embedded generator* or *energy storage device*;
- c) you indemnify us against (and therefore must pay us for) loss suffered by us arising in connection with:
 - i. the control and use of electricity beyond the *customer connection point*; or
 - ii. the installation, operation or maintenance of such *embedded generator* or *energy storage device* and any supply of electricity to our *embedded network*, from such *embedded generator* or *energy storage device*; and
- d) so far as the law allows, we are not liable for any loss you may suffer as a

consequence of or in connection with any *embedded generator* or *energy storage device* located at the *premises* failing (or being unable) to supply electricity to the *premises* or to our *embedded network* for any reason (including, without limitation, where caused by any negligent or willful act or omission by us or by any other person).

9.6. If you no longer want to keep an *embedded generator* or *energy storage device* at the *premises* connected to our *embedded network*, you must apply to us for a connection alteration so that any necessary alterations to the connection can be made.

10. Metering

10.1. Subject to paragraphs 3.2 and 20.13, we will arrange for the installation, period testing and maintenance of the *meter* at the *premises* in accordance with the *energy laws*.

10.2. Subject to paragraph 3.2, we will use our best endeavours to arrange for the *meter* or *meters* at the *premises* to be read at appropriate intervals as is required to prepare our bills consistently with the metering rules under the *energy laws* and at least once every 12 months. We may require you to pay a meter read fee if you request a physical read of the *meter* or we are otherwise entitled to do so.

10.3. Subject to paragraph 3.2, each party must notify the other party as soon as possible if it suspects that a *meter* at the *premises* is or may be defective, damaged or operating inaccurately.

10.4. You authorise us to access or receive *metering data*, or to provide *metering data* and any other information related to, in connection with or in respect of the *meter*:

- a) to the *external distribution network distributor*;
- b) to the *embedded network manager*;
- c) to your *retailer*;
- d) to any counterparty of agreements we enter into to manage any arrangements in supplying energy to you (including in relation to metering related services) and their representatives, agents or sub-contractors; or

- e) for the purpose of meeting obligations in relation to carbon reporting.

11. Wrongful and illegal use of energy

11.1. *You* must not, and *you* must take reasonable steps to ensure that others do not:

- a) illegally use energy supplied to the *premises*;
- b) interfere or allow interference with any of our equipment at the *premises*, except as may be permitted by law;
- c) use the energy supplied to the *premises* or any equipment in a manner that:
 - i. unreasonably interferes with the connection or supply of energy to another customer; or
 - ii. causes damage or interference to any third party;
- d) use the *network services* provided by us in a way that is not permitted by law or this contract; or
- e) tamper with, or permit tampering with, any *meters* or associated equipment.

11.2. If *you* do not comply with paragraph 11.1, we may take any or all of the following actions:

- a) estimate the amount of energy obtained wrongfully or illegally and take debt recovery action against *you* for that amount;
- b) undertake (or agree that *you* undertake) any necessary rectification work at your cost; and
- c) arrange for the immediate *disconnection* of the *premises*.

12. Access to the premises

12.1. *You* agree to provide us or our authorised representatives (together with all necessary equipment) safe and unhindered access to the *premises*, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time for any purpose relating to the supply of energy. These purposes include:

- a) reading, testing, maintaining, inspecting or altering any *meter* or metering

installation at the *premises*;

- b) calculating and measuring energy supplied or taken at the *premises*;
- c) checking the accuracy of metered consumption at the *premises*;
- d) replacing *meters*, control apparatus and other energy equipment of ours;
- e) connecting or *disconnection* of the *premises*;
- f) examining, inspecting, testing, repairing or adjusting an energy installation or other energy equipment at the *premises*;
- g) inspecting, making safe, operating, changing, maintaining, removing, repairing or replacing any of our works or our energy equipment at the *premises*;
- h) undertaking repairs, testing or maintenance of our *embedded network*;
- i) clearing vegetation from our *embedded network* including any equipment owned by us;
- j) taking action to determine the appropriate tariff or charging category for the *premises*; and
- k) performing services requested by *you* or your *retailer*.

12.2. If we or our representatives seek access to the *premises* under paragraph 12.1, we will:

- a) comply with all relevant requirements under the *energy laws*;
- b) carry or wear official identification;
- c) show the identification if requested; and
- d) at our discretion and so far as we are able in the circumstances giving rise to our need for access to the *premises*, use our best endeavours to take into account any requests *you* make, acting reasonably, in connection with our access of the *premises*.

12.3. *You* do not have to allow entry and give access under this section 12 to someone who does not, when asked, both identify him or herself as one of our employees or authorised representatives and produce official identification.

12.4. You agree that we do not need to give you prior notice before we seek access to your premises.

12.5. In addition to the access you provide to us under this section 12, we rely on our access rights under the *building management statement* and the *building connection contract* to provide *network services* to you under this contract. This may affect our ability to provide the *network services* to you under this contract.

13. Work health and safety

13.1. Without limiting any of your obligations under this contract, you must:

- a) so far as reasonable, consult, coordinate and cooperate with us to enable us to comply with our obligations under applicable *WHS legislation*; and
- b) provide all information and records to us that are reasonably necessary to facilitate the process of consultation, coordination and cooperation.

13.2. Without limiting any of your obligations under this contract, you must, as soon as reasonably practicable:

- a) give us written notice if:
 - i. a *government agency* issues a notice, order or fine, or commences an investigation or prosecution in relation to the *premises*;
 - ii. a trade union official or authorized health and safety representative seeks entry to the *premises* or issues a notice to you pursuant to *WHS legislation*; or
 - iii. you are required under *WHS legislation* to give to a *government agency* a notice or report, in relation to any *WHS issue*;
- b) provide all information or documents reasonably requested by us in relation to a *WHS issue*, including:
 - i. details of any notification provided to a *government agency* regarding a *WHS issue*;
 - ii. a copy of any notice issued by a *government agency* requiring you to provide information or documents to the *government*

agency regarding a *WHS issue*;

- iii. a copy of any information or document provided by you to a *government agency* regarding a *WHS issue*;
- iv. details of any proceedings commenced against you arising from or relating to a *WHS issue*; and
- v. a copy of any investigation report prepared by you in relation to a *WHS issue*.

14. Interruption to supply

14.1. We do not sell energy to you under this contract. Your *retailer* is responsible for selling energy to you at your *premises* under the *retail contract*. Your *retailer* will sell energy to your *premises* through our *embedded network*.

14.2. The supply of energy by your *retailer* may not be continuous and may be subject to fluctuations, distortions or *interruptions* including the operating characteristics and capacity constraints of our *embedded network* and the electricity grid, the power system security and system operation requirements imposed on us and other persons under the *energy laws* and other factors beyond our control.

14.3. There may be *interruptions* to the supply of energy to your *premises* where permitted or required under *energy laws* or any other applicable law or as otherwise required by the *external distribution network distributor* or a *relevant authority* or in accordance with the conditions of any applicable tariff or under your *retail contract*.

14.4. We may intentionally interrupt the supply of energy to the *premises* at any time (whether planned or unplanned) for the following purposes:

- a) inspecting, testing, replacing, repairing, adjusting or removing equipment (including *meters* or other metering equipment) installed or used for the purposes of this contract;
- b) maintaining the safe and efficient operation of our *embedded network*;
- c) for the installation of a new connection or a connection alteration for another

- customer or to restore supply to another customer;
- d) to comply with the power system security and system operation requirements imposed on us and other persons under the *energy laws* or as otherwise required by the *external distribution network distributor* or a *relevant authority*;
 - e) for health or safety reasons;
 - f) to deal with an *emergency*, which includes (but is not limited to) excess load in our *embedded network* or a reduction in electricity transmitted from the *external distribution network*; or
 - g) to shed demand for energy because the total demand at the relevant time exceeds the total supply available.
- 14.5. In certain circumstances, the continuity of supply of energy to your *premises* may be affected and impacted by our obligations to other customers on our *embedded network*.
- 14.6. If your energy supply will be affected by a planned *interruption*, we will endeavour to give *you* reasonable notice by mail or other appropriate means. We will make information about unplanned *interruptions* (including the nature of any *emergency* and, where reasonably possible, an estimate of when energy supply will be restored) available on a 24-hour telephone information service.
- 14.7. At any time prior to or during any *interruption* under paragraph 14.4 *you* may request that we reschedule that *interruption* to a time nominated by *you*. At our discretion, we may reschedule that *interruption* to that nominated time and will notify *you* accordingly if we do so. On our request, *you* must pay us any additional costs incurred or to be incurred as a result of this rescheduling.
- 14.8. If an unplanned *interruption* is made, we will use our best endeavours to restore energy supply to the *premises* as soon as possible.
- 14.9. If *you* request us to do so, we will use our best endeavours to explain:
- a) an *interruption* to the supply of energy to the *premises*; or
 - b) a supply of energy to the *premises* of a quality in breach of any relevant standards under the *energy laws*.
- 14.10. If *you* request our explanation be in writing we must, within 10 *business days* of receiving the request, give *you* either:
- a) the written explanation; or
 - b) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- ## 15. Compensation payments
- 15.1. If we agree to provide *you* with a network service under this contract and do not perform that service by the agreed date, we will pay *you* \$60 for each day that elapses between that date and the date we actually provide the service (up to a maximum total amount of \$300 per year). This is our total liability to *you* and any other person in your *premises* under these circumstances.
- 15.2. Subject to paragraph 15.3, if we interrupt the supply of energy to your *premises*:
- a) without providing *you* with at least 2 *business days*' notice; or
 - b) for longer than the time indicated on such notice, we will pay *you* \$20 by way of compensation. This is our total liability to *you* and any other person in your *premises* under these circumstances.
- 15.3. We will not be required to pay *you* any compensation if the *interruption* was:
- a) for the purposes of enabling us to carry out work in connection with an *emergency*;
 - b) a *force majeure event*, or
 - c) agreed to by *you* before it occurred.
- 15.4. Any *interruptions* in the circumstances outlined in paragraph 15.2.a) and 15.2.b) do not amount to a breach of this contract or of any other obligation owed to *you* by us. *You* must make your own arrangements to ensure that neither *you* nor any other person suffers any *loss* as a result of any such *interruption* in these circumstances.
- ## 16. Disconnections of supply
- 16.1. Subject to us satisfying the requirements in the *energy laws* and complying with our obligations in paragraph 16.2, we may

disconnect your *premises* if:

- a) your *retailer* informs us that it has a right to arrange for *disconnection* under your *retail contract* and requests that we disconnect the *premises*; or
- b) you use energy supplied to the *premises* wrongfully or illegally in breach of section 11; or
- c) security required to be provided by you under this contract is not provided as required or you fail to pay any direct charges (where relevant) to us under this contract; or
- d) if you provide false information to us or your *retailer* such that you would not have been entitled to be connected if you had not provided the false information; or
- e) if you do not provide and maintain space, equipment, facilities or anything else you must provide under the *energy laws* or this contract in order for us to provide *network services*; or
- f) if you fail to give us or the *external distribution network distributor* (or our respective authorised representatives, agents or sub-contractors) safe and unhindered access to the *premises* as required by section 12 or any requirement under the *energy laws*; or
- g) if you no longer have a *retail contract* for the *premises* or you have vacated the *premises*; or
- h) in an *emergency* or for health and safety reasons; or
- i) if required to do so at the direction of the *external distribution network distributor* or a *relevant authority*; or
- j) if we are otherwise permitted or required by the *energy laws* to disconnect the *premises*.

Note: The *energy laws* allow distributors and other authorised people to disconnect or arrange the *disconnection* of *premises* in circumstances additional to those set out above.

- 16.2. We must not disconnect your *premises* if they are registered as having *life support equipment*, except in an *emergency*. We must not disconnect supply without making

arrangements for the safety of the *life support customer*.

- 16.3. The *disconnection* of the *premises* does not limit or waive any of the parties' rights and obligations under this contract arising before *disconnection*, including any of your obligations to pay amounts to us or your *retailer*.
- 16.4. If you have not complied with a *disconnection* warning notice and we arrive at the *premises* to disconnect the *premises* but do not do so because you rectify the matter referred to in the *disconnection* warning notice, you will still be liable for any cost we incur for our attendance at the *premises*.
- 16.5. As soon as reasonably practicable after the *premises* have been disconnected, we or your *retailer* will give you a notice setting out:
 - a) why the *premises* were disconnected;
 - b) a telephone number for you to contact us regarding the *disconnection*;
 - c) the arrangements that you will need to make for reconnection of the *premises* to our *embedded network*, including any costs you will need to pay; and
 - d) the dispute resolution procedures available to you.
- 16.6. If you want to disconnect your *premises* from our *embedded network*, you must give us at least 48 hours' notice. Otherwise, you will have to pay all the charges for *network services* provided or *network charges* payable under this contract until the earlier of:
 - a) 48 hours after we become aware that you want your *premises* disconnected; and
 - b) we actually disconnect your *premises*, unless we enter into, or are taken to have entered into, a new connection contract for the same *premises*.

17. Reconnection after disconnection

- 17.1. We may arrange for reconnection of your *premises* once we are satisfied that the grounds for disconnection no longer apply.
- 17.2. Subject to paragraph 17.3, you must pay any costs incurred by CPE in arranging

reconnection of the *premises*.

- 17.3. If we disconnect the *premises* where we did not have a right to do so, we must reconnect the *premises* as soon as possible and without charge.

18. Our liability

- 18.1. The supply of energy to our *embedded network* is the responsibility of the *external distribution network distributor* and we cannot control the quality, voltage, frequency or security of the energy supply delivered to and on our *embedded network*. The quality and reliability of your energy supply is subject to a variety of factors that may be beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the *distribution system* or our *embedded network* and the acts of other persons, including at the direction of the *external distribution network distributor* or a *relevant authority*.

- 18.2. To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to *you*, about the condition or suitability of energy, its quality, fitness for purpose or safety or supply, other than those set out in this contract.

- 18.3. We agree to provide *you* with *network services* on the terms and conditions of this contract and in accordance with the non-excludable warranties under the *Australian Consumer Law* that may be applicable to this contract, including *consumer guarantees*. If any *consumer guarantee* applies to any goods or services we supply to *you* under this contract then our liability (if any) for failure to comply with that *consumer guarantee* in connection with any goods or services (that are not of a kind ordinarily acquired for personal, domestic or household consumption) is limited, as far as the law permits and at our option, to resupplying the goods or services or paying for their resupply.

- 18.4. Subject to paragraph 18.3, and as far as the law permits, we are not liable for any *loss* or *damage you* suffer (including, without limitation, where caused by any negligent or willful act or omission by us or any other person) as a result of:

- a) any fluctuation or distortion or

interruption to the supply (by your *retailer*) of energy to the *premises* or from any such supply not being or remaining continuous;

- b) the *external distribution network distributor* disconnecting, interrupting or reducing the supply of energy to our *embedded network* or the *premises*, or the *external distribution network distributor* directing that we do so;
- c) your *retailer* discontinuing supply of energy to *you*; or
- d) us interrupting the supply of energy by your *retailer* to the *premises*.

- 18.5. Unless we have acted in bad faith or negligently (except as provided by this paragraph) and other than for failure to comply with a *consumer guarantee*, to the extent permitted by law and subject to paragraph 9.5.d)), we are not liable for any *loss* or *damage you* suffer as a result of the total or partial failure to supply energy to your *premises*, which includes any *loss* or *damage you* suffer as a result of the defective supply of energy.

- 18.6. We are not liable for any indirect, economic, special or consequential *loss* suffered by *you* as a result of any partial or total failure to supply energy due to an act or omission by us or an officer or employee done or omitted to be done in bad faith or through negligence.

- 18.7. As far as the law permits, our liability for *losses* other than those described in paragraph 18.6 suffered by *you* as a result of any partial or total failure to supply energy under the contract (other than a *loss* for which liability is excluded by this section 18, paragraph 9.5.d) or the *energy laws*) is limited, in respect of all claims *you* make in any one calendar year, to the lesser of the following:

- a) the total amount of *network charges* we bill to your *retailer* or *you* directly during that calendar year; or
- b) \$5,000 (GST inclusive, if any).

19. Force majeure

- 19.1. If, either *you* or we cannot meet an obligation under this contract because of a *force majeure event*:

- a) the obligation, other than an obligation to pay money (including, in our case, a compensation payment), is suspended to the extent it is affected by the event for so long as the event continues; and
 - b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which its obligations are affected and the steps taken to remove, overcome or minimise those effects.
- 19.2. If the effects of a *force majeure event* are widespread we will be taken to have given *you* prompt notice if we make the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.
- 19.3. 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.
- 19.4. Nothing in this section 19 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.
- ## 20. Our charges and payment
- 20.1. The *network charges* payable are to be determined in accordance with our *network tariff schedule*. We may vary the *network charges* (including by amending the *network tariff schedule*) by giving *you* notice at any time. This notice may be included as a statement in your bill. Our *network tariff schedule* will also be updated from time to time to show any variation in the *network charges*. These variations will form part of this contract on and from the date specified in such notice.
- 20.2. If there are any conditions that are relevant to any tariff or charging category that applies to *you* for the supply of energy to your *premises* we will use our best endeavours to advise your *retailer* of those conditions if *you* have given notice about your preferred retailer under paragraph 3.4.b).
- 20.3. *You* must comply with any conditions referred to in paragraph 20.2. If *you* do not comply with the conditions referred to in paragraph 20.2, we may change the tariff that applies to *you*.
- 20.4. CPE may re-assign your tariff from time to time as a result of your actual usage and/or pursuant to any regulatory requirements. Any tariff re-assignment and associated changes to the *network charges* will be notified to *you* no later than one calendar month prior to the re-assignment occurring.
- 20.5. *You* may also apply for a tariff re-assignment by sending a request in writing to billing@cleanpeakenergy.com.au.
- 20.6. A tariff change review pursuant to a request under paragraph 20.5 is subject to the availability of at least 12 months historic usage data for your electricity account with CPE.
- 20.7. We will issue your bills at the end of a *billing cycle* and send them to your nominated *email address*. We will determine the *network charges* for a *billing cycle* in accordance with the *energy laws*.
- 20.8. In addition to any *network charges*, we may bill *you* for, additional charges that *you* may be required to pay include:
- a) credit card surcharge (if we incur a merchant service fee when *you* pay a bill by credit card) and any fees we incur if your payment is dishonoured or reversed;
 - b) any other amounts referred to in this contract, including charges in relation to *meter* reads and connection, *disconnection* or reconnection fees; and
 - c) any other fees set out on our *website* from time to time.
- These are referred to as “additional charges”. Any additional charges payable by *you* will be set out in your bill. We may vary the additional charges by giving *you* notice at any time. This notice may be included as a statement in your bill. These variations will form part of this contract on and from the date specified in such notice. For further information, please contact our Customer Service team on 1300 037 418 or by email to billing@cleanpeakenergy.com.au
- 20.3. *You* must comply with any conditions referred to in paragraph 20.2. If *you* do not

- 20.9. You must pay the *network charges* and any additional charges for each *billing cycle* by the due date shown on your bill as the date for payment, even if you disagree with those *network charges* or additional charges. A payment due on a day that is not a *business day* must be paid on the next *business day*. If you do not pay a bill on time and in full, we may charge you interest on any amounts outstanding and our actual costs of recovering these amounts, calculated at the rate prescribed at the relevant date as the Reserve Bank of Australia cash rate target plus 2%.
- 20.10. You are not liable to pay any *network charges* included in your bill if the amount of that *network charge* or the basis on which it is calculated does not appear in our *network tariff schedule*. You will not be liable for any *network charges* for which a previous customer at your *premises* is liable.
- 20.11. For any billing related queries or if you would like us to review your bill, you can contact our Customer Service team on 1300 037 418 or by email to billing@cleanpeakenergy.com.au.
- 20.12. If necessary, we will adjust your bill once the billing dispute is resolved, if there is a mistake on your bill or we later receive information relevant to your bill. Any amounts paid in relation to an incorrect bill in excess of the amount showing on the corrected bill will either be refunded to you or otherwise credited to your next bill.
- 20.13. You have the right to make a written request for a *meter* test or a check of the *meter* reading or *metering data* in the event of a billing dispute. Upon your request, we will arrange for the testing of the *meter* or a check of the *meter* reading or *metering data* (as the case may be). The reasonable cost of testing or the check may be at your cost if the *meter*, *meter* reading or *metering data* is found to be accurate (as the case may be).
- 20.14. Where we are required to any make compensation payment to you under section 15, we will deduct those amounts from your next bill or pay it to you directly by cheque or by electronic funds transfer to

your nominated bank account (where such facilities are available).

21. Security deposits

- 21.1. To the extent permitted under the *energy laws*, we may require you at any time, at your own cost, to provide security, top-up security, or additional security, for the payment of:
- a) any charges for services provided under this contract;
 - b) *network charges* payable (or which may become payable) under this contract; or
 - c) our future revenue requirements relating to the use of any assets forming part of any extension or increase in the *embedded network's* capacity made to enable us to provide you with *network services*:
 - i. where we have funded that extension or increase in capacity; and
 - ii. only up to a level necessary to recover such funding (plus interest arising since the date of that funding).
- 21.2. If a *security deposit* is required, we will notify you of the relevant amount. Any security provided must be in a form that is acceptable to us. No interest will be payable on any *security deposit* we hold.
- 21.3. To the extent permitted under the *energy laws*, we may use some or all of the *security deposit* at any time to satisfy (or partially satisfy) any amount you owe under this contract. Details of any amount of *security deposit* we use will be set out in your next bill and the amounts payable by you will be amended accordingly, unless the *energy laws* require that we account to you in relation to our use of the *security deposit* before then.
- 21.4. If we have used the whole or part of any *security deposit*, we may require you to provide additional security or top-up security to the extent this is permitted under the *energy laws*. In this case, we will give you written notice of the amount of additional security or top-up security required and the date by which it must be provided at least 10 *business days* before such security is required.

- 21.5. Unless we are required by the *energy laws* to do so earlier, we will return or refund the *security deposit* to you within 3 months after the expiry or termination of this contract (whichever is the earlier), provided you have paid us all amounts owing under this contract. If you still owe amounts under this contract immediately prior to the return or release of the *security deposit*, we may apply the *security deposit* against those amounts and, in the case of a cash deposit, return any surplus to you.

22. GST

- 22.1. Amounts specified in the *network tariff schedule* from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph 22.2 applies unless an amount payable under this contract is stated to include GST.
- 22.2. Where an amount paid by you or by us 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.

23. Complaints and dispute resolution

- 23.1. If you have a complaint relating to the supply of energy to the *premises*, our *network services*, your bill or this contract generally, you may lodge a complaint with us in accordance with our *Make a Complaint* process which is published on our *website*.
- 23.2. If we are unable to resolve a dispute or complaint with you within 3 months of it being notified under this section 23, either party may refer the matter to mediation under the guidelines for commercial mediation published from time to time by the Australian Disputes Centre. The parties will share equally in all reasonable costs of the mediator appointed to conduct any mediation under this paragraph 23.2 but will otherwise bear their own costs of the mediation.
- 23.3. The requirements of paragraph 23.2 are without prejudice to (and are not intended

to prevent the parties from also pursuing) any legal or other remedies which either of them may be entitled to pursue by other means (such as by legal proceedings in a court or by arbitration).

- 23.4. We will continue to comply with our obligations under this contract even when a complaint or dispute arises in connection with this contract. You must continue to pay the amounts billed by us under this contract during this time, including in the manner described in paragraph 20.9.

24. Your privacy and access to information

- 24.1. We will comply with all applicable privacy legislation in relation to your personal information. You can find our privacy policy on our *website*. If you have any questions, you can contact our Customer Service team on 1300 037 418 or by email to billing@cleanpeakenergy.com.au.
- 24.2. You consent to us collecting, using, holding and disclosing your *customer information* and any personal information and confidential information (including *metering data*):
- where it is required under the *energy laws* or for the purpose of any national electricity market processes or system operations;
 - to assess your creditworthiness at the time you establish your account(s) with us and at any time during or after the life of your account(s) with us;
 - to recover amounts you owe under this contract;
 - to provide you with *network services* under this contract;
 - for the purpose of developing new products and services and getting advice in relation to our business; and
 - where the law otherwise permits, authorises or requires that disclosure.
- 24.3. We may disclose your *customer information* and any personal information and confidential information (including *metering data*) to our agents or sub-contractors, the *external distribution network distributor* and your *retailer* for the

purposes described in paragraph 24.2 and otherwise in connection with this contract. We may also disclose this information to our related bodies corporate for any reason.

- 24.4. If *you* request it, we must give *you* information about your energy consumption or our charges for *network services*. We may charge *you* a reasonable fee for information requested more than once in any 12-month period.

25. Transfer of the contract

- 25.1. By entering into this contract, *you* give your consent for us to transfer, novate or assign any or all of our rights or obligations under this contract or transfer *you* as a customer to any third party, any of our related bodies corporate or as part of the transfer of all or substantially all of our embedded network business. We will notify *you* of any assignment by publishing a notice in a national newspaper, on our *website* or by sending *you* a written notice. *You* acknowledge and agree that *you* will sign any documents on our request that are required to effect such transfer, novation or assignment.
- 25.2. *You* may assign your rights or obligations under this contract to another person only once *you* have received our consent in writing. We will not unreasonably refuse a request from *you* to assign this contract and will use our best endeavours to accommodate such request.

26. Applicable law

- 26.1. The *laws* of New South Wales govern this contract.

27. Notices and bills

- 27.1. Notices and bills (where relevant) under this contract must be sent in writing and may be sent by email, unless this contract says otherwise.
- 27.2. By entering into this contract and providing us with your *email address*, *you* agree to receive notices and bills (where relevant) under this contract by email to your *email address*. If *you* do not provide an email address or we are unable to contact *you* at your *email address*, we may send any notices and bills to your *premises* or your *billing address* and *you* will be deemed to

have received it in accordance with paragraph 27.3. *You* may cancel your consent to receive notices and bills by email at any time by giving us notice in accordance with paragraph 27.3. Our contact details for *you* to give us this notice are set out in our bill to *you*, or as notified to *you* from time to time.

- 27.3. Subject to paragraph 27.4, a notice sent under this contract is taken to have been received by *you* or by us (as relevant):
- on the date it is handed to the party, left at the party's *premises* or *billing address* (in your case) or our office (in our case) or successfully faxed to the party;
 - on the date two *business days* after it is posted; or
 - on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically by email.
- 27.4. A notice received other than on a *business day* or after 4.00pm (recipient time) is regarded as received at 9.00am on the following *business day*.

28. Trustee capacity

- 28.1. CPE enters into this contract only in its capacity as trustee of the *CPE Barangaroo Trust* and in no other capacity. A liability arising under or in connection with this contract is limited to and can be enforced against CPE only to the extent to which it can be satisfied out of the assets of the *CPE Barangaroo Trust* out of which CPE is actually indemnified for the liability. Subject to paragraph 28.3, this limitation of CPE's liability applies despite any other provision of this contract and extends to all liabilities and obligations of CPE in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this contract.
- 28.2. *You* must not:
- sue CPE personally or in any capacity other than as trustee of the *CPE Barangaroo Trust*;
 - seek to appoint or take any steps to procure or support the appointment of a receiver (except in relation to the assets of the *CPE Barangaroo Trust*), a liquidator, an administrator or any similar person to CPE or prove in any

liquidation, administration or arrangement of or affecting CPE (except in relation to assets of the CPE Trust); or

- c) enforce or seek to enforce any judgment in respect of any liability arising under or in connection with this contract against any of the property of CPE other than property held by CPE as trustee of the *CPE Trust*.

28.3. The provisions of this section 28 do not apply to any obligation or liability of CPE to the extent that it is not satisfied because under the trust deed of the *CPE Barangaroo Trust* or by operation of law there is a reduction in the extent of CPE's indemnification out of the assets of the *CPE Barangaroo Trust*, as a result of CPE's failure to properly perform its duties as trustee of the *CPE Barangaroo Trust* or as a result of CPE's fraud, negligence or breach of trust.

29. General

29.1. If the day on which something has to be done under this contract is not a *business day*, that thing must be done on or by the next *business day*.

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

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

29.3. If any matter that applies to the provision of *network services* on our *embedded network* is required to be included in this contract by the *energy laws* or any other applicable *laws* and is not expressly dealt with in this contract, that requirement is incorporated as if it were a term of this contract.

29.4. To the extent permitted by *laws*, this contract prevails to the extent it is inconsistent with any law.

29.5. Application of *laws*

- a) If any amendments to the contract are, in our opinion, reasonably required due to a change in the *building*

management statement, the *building connection contract* or the applicable *laws* (including the *energy laws*), then we may make such amendments.

- b) We will give *you* prior notice if any amendments are reasonably likely to be adverse to *you*. Such amendments will only take effect from the date the nature of the amendments are communicated to *you*.

- c) *You* may end this contract by giving us notice if the variations we make to the contract are not acceptable to *you*.

29.6. This contract represents the entire agreement between *you* and us and supersedes all prior arrangements or understandings between *you* and us.

29.7. If any term or condition of this contract is or becomes invalid or unenforceable, then the other terms and conditions remain valid and unaffected and will continue for the duration of the contract.

29.8. If we do not exercise or enforce a right or power under the contract, that failure will not amount to a waiver of that right or power. Any delay in doing so will also not amount to a waiver of that right or power.

30. Interpretation

30.1. In this contract, unless otherwise stated:

- a) if this contract refers to a period of time and dates from a given day or the day of an act or event, that period of time is to be calculated exclusive of that day and without including any day that is not a *business day*;
- b) a reference to a month is to be interpreted as a calendar month;
- c) a reference to time is a reference to Sydney, New South Wales time;
- d) specifying anything in this contract after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included;
- e) a reference to a section, paragraph or party is a reference to a section or paragraph or, and a party to this contract;
- f) a reference to this document or another instrument includes any variation or replacement of them;

- g) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- h) a reference to a party includes that party's successors and permitted assigns;
- i) the singular includes the plural and vice versa;
- j) headings are for convenience only and do not affect the interpretation of this contract;
- k) other grammatical forms of a word or phrase defined in this contract have a corresponding meaning; and
- l) no term or condition of this contract will be construed adversely to a party solely on the ground that the party was responsible for the preparation of the contract or that term or condition.

31. Definitions

Australian Consumer Law or **ACL** means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

BDA means the Barangaroo Delivery Authority, a corporation constituted by the Barangaroo Delivery Authority Act 2009 (NSW) and its successors and assigns.

billing address means the address specified in the *contract particulars*.

billing cycle means the regular recurrent period for which we charge for *network services*, as specified in the *contract particulars* or as agreed with *you* from time to time.

building means the building within which your *premises* are located.

building connection contract means the separate connection contract we have entered into for the provision of connection services to your *building*.

building management statement means the registered building management statement that regulates the management and operation of the Barangaroo South precinct or any updated registered building management statement

applicable to the *building* from time to time.

business day means a day other than a Saturday, a Sunday or a public holiday in Sydney, New South Wales, Australia.

business customer means a customer who is not a *residential customer*.

business premises means premises of a *business customer*, other than premises used solely or principally for personal, household or domestic use.

connection point means the point at which a *distribution system* connects to an energy installation or equipment that serves the *building* or *premises*.

consumer guarantee means a consumer guarantee applicable to this contract under the *ACL*, including any express warranty as defined in section 2(1) of the *ACL*.

contract particulars includes the Application form completed by *you* with these *general terms*.

customer classification means the classification of the customer under the *energy laws*, as at the date of this contract being the classification specified in the *contract particulars* or as notified to *you* from time to time.

customer connection point means the agreed point of supply between our *embedded network* and an energy installation or equipment that serves your *premises*.

customer distributor means CPE Barangaroo Pty Limited as trustee for the CPE Barangaroo Trust ABN 80 135 837 788 or as specified in the *contract particulars*.

customer information means information about:

- a) the supply of electricity to *you*;
- b) *meter* readings and *meter* registrations connected with the *customer connection point(s)*; or
- c) the status of your account with us or any other personal information regarding *you*.

date means the date specified in the *contract particulars*, or if no date is specified, the date *you* sign the *contract particulars*.

disconnection means an action to prevent the flow of energy to the premises, but does not include an *interruption*.

distribution system means the apparatus, electric lines, equipment, plant and buildings used to convey or control the conveyance of electricity that the *energy laws* specify as, or as forming part of, a distribution system.

email address means the email address *you* have provided to us as part of your billing details, in the *contract particulars* as updated from time to time.

embedded generator means any generating unit connected within our *embedded network*, including any standby generating units.

embedded network means the electricity *distribution system* owned by us or our related bodies corporate located within the Barangaroo South precinct.

embedded network manager means the person appointed to manage our *embedded network* under the *energy laws*, as at the date of this contract being the person named in the *contract particulars* or as notified to *you* from time to time.

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 our *embedded network*, or that destroys or damages, or threatens to destroy or damage, any property.

energy laws means Commonwealth and New South Wales *laws* and rules relating to energy and the legal instruments made under those *laws* and rules, insofar as they apply to this contract, and includes the conditions applying to our exemption from the requirement to be a registered network service provider.

energy storage device means a device that has the ability to capture and store energy at one time for use at another time, using a storage medium such as mechanical, chemical or thermal, and all associated equipment and components required to connect such device to our *embedded network* and to monitor, control and protect such device.

external distribution network means the *distribution system* to which our *embedded network* is connected, owned or operated by the *external distribution network distributor*.

external distribution network distributor means the *registered network service provider* of the *external distribution network* (being Ausgrid Operator Partnership (ABN 78 508 211 731), or any successor of that partnership).

force majeure event means an event outside the reasonable control of a party.

head lease means a lease of a part of the Barangaroo South precinct granted by INSW as landlord.

general terms means the terms and conditions in this document.

government agency includes any government or governmental, administrative, monetary, fiscal or judicial body, tribunal or court, department, commission, public authority, minister, statutory corporation, authority or instrumentality, agency or entity in any part of the world.

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

INSW means Infrastructure NSW, the successor of the *BDA*.

interruption means a temporary unavailability or temporary curtailment of the supply of energy from our *embedded network* to a customer, but does not include *disconnection*.

large customer means a *business customer* who consumes energy at *business premises* at or above a level determined under the *energy laws*.

laws means all statutes (including the Barangaroo Delivery Authority Act 2009 (NSW) but not including the Barangaroo Management Plan), rules, regulations, proclamations, ordinances, by-laws or the common law, present or future and includes any rules, regulations, proclamations, ordinances or by-laws other than the Barangaroo Management Plan made by INSW in its statutory capacity but not in its capacity as landlord under any *head lease*.

life support customer means a customer who has given notice to us under paragraph 8.1 that there exists a requirement to maintain supply for *life support equipment*.

life support equipment has the meaning given in the *energy laws*.

CPE Barangaroo Trust means the CPE Barangaroo Trust constituted by a deed entered into by us (as trustee) dated 14 May 2015.

loss means all damages, costs, losses (including, without limitation, any loss of profits, revenue forgone or losses in connection with a credit that would otherwise have been recorded against charges payable), expenses, claims and

demands from any liabilities whatsoever, whether contractual, tortious, statutory or otherwise.

meter means a meter installed or to be installed and maintained for the purpose of measuring the supply of electricity at your *premises*.

metering data means information obtained from a *meter* installed and maintained for the purpose of measuring the consumption of energy at the *premises*.

network charges means the charges payable for our provision of the *network services* under this contract, as determined in accordance with the *network tariff schedule*.

network services has the meaning given in paragraph 1.5.

network tariff schedule means the 'Network Tariffs' document or any relevant pricing or other document published on our *website* as amended and varied from time to time.

network use of system agreement means the contract of that name in substantially the form provided by us to *you* from time to time.

parent connection point means the *connection point* between our *embedded network* and the *external distribution network*.

premises means the address at which *you* consume energy, as set out in the *contract particulars*.

registered network service provider means a person that is registered as a 'Distribution Network Service Provider' with the Australian Energy Market Operator in accordance with the *energy laws*.

related body corporate has the meaning given in the Corporations Act 2001 (Cth).

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police.

residential customer means a customer who purchases energy principally for personal, household or domestic use at premises.

retail contract means the contract *you* enter into with a *retailer* for the sale of electricity to *you* at your *premises*.

retailer means a person that is authorised under *energy laws*, or is otherwise exempt from the requirement to hold such authorisation, to sell energy to customers, being the person notified by

you to us from time to time.

security deposit means an amount of money paid to us as security against non-payment of *network charges* or other amounts owing to us under or in connection with this contract as permitted under this contract.

website means cleanpeakbarangaroo.com.au

WHS issue means any work health or safety issue arising from or in connection with the performance of our obligations under this contract.

WHS legislation means all work health and safety related *laws* including:

- a) all applicable work health and safety legislation and regulations made under them;
- b) codes of practice and other compliance codes;
- c) work health and safety directions or notices issued by any *relevant authority*; and
- d) any and all directions, instructions, requests or requirements relevant to or associated with or necessary for compliance by us with those matters set out in paragraphs (a) to (d) of this definition.

you means the customer to whom this contract applies, as named in the *contract particulars*.