

## General Terms

### 1. **About this Electricity Supply and Sale Agreement**

#### 1.1 Introduction

This Electricity Supply and Sale Agreement ("agreement") is between:

- (a) CPE Barangaroo Pty Limited as Trustee for the CPE Barangaroo Trust ABN 80 135 837 788 (as seller, referred to as CPE); and

the person or entity that occupies or is in possession of premises in a building or complex with an embedded network owned by CPE, and who has given their explicit informed consent to enter into this agreement (referred to as "you" or "your").

- (b) the person or entity that occupies or is in possession of premises in a building or complex with an embedded network owned by CPE, and who has given their explicit informed consent to enter into this agreement (referred to as "you" or "your").

#### 1.2 This agreement

The electricity supply under this agreement has either one or two components, subject to your choice of electricity retail supplier:

- (a) a retail component with associated retail charges, if you have chosen to purchase the retail component of your electricity supply from CPE; and/or
- (b) a network component with associated network charges for the use of CPE's network and related services for the supply of electricity to your premises.

#### 1.3 Our right to subcontract

You acknowledge that CPE may contract with a third party to act as its agent to enter into this agreement on its behalf, to administer this agreement on its behalf or to provide other services to CPE to facilitate the on-selling and/or supply of electricity to your premises.

#### 1.4 Documents comprising the agreement

This agreement for the sale of electricity and/or electricity network supply and related services to you by CPE is comprised of and is subject to:

- (a) these General Terms;
- (b) the Contract Particulars attached to these General Terms; and

- (c) the Network Tariff Schedule at <https://cleanpeakbarangaroo.com.au/commercial/service-usage-charges> (as may be amended, supplemented or replaced from time to time).

#### 1.5 Order of precedence

To the extent there is any inconsistency or conflict between any of the terms in the documents referred to in clause 1.4, the terms in the document listed first shall govern and apply to the extent of that inconsistency or conflict.

#### 1.6 Customer rights and acknowledgements

- (a) CPE is permitted to sell you electricity (by on-selling electricity bought for your building or complex) and provide electricity network services pursuant to and through a process of regulatory exemptions rather than as an authorised retailer. Accordingly, CPE is not subject to the same obligations as an authorised retailer, however CPE still has to follow strict conditions and meet a range of obligations to its customers (refer to CPE's network exemption at: <https://www.aer.gov.au/networks-pipelines/network-exemptions/public-register-of-network-exemptions/27285-lend-lease-embedded-network-barangaroo-south-pty-ltd-30-hicksons-road-network-exemption> and retail exemption at <https://www.aer.gov.au/retail-markets/retail-exemptions/public-register-of-retail-exemptions/lend-lease-embedded-network-barangaroo-south-pty-ltd-30-hicksons-road-retail-exemption>).
- (b) This agreement is covered by Australian consumer protection laws.
- (c) Free information and advice in relation to your rights in respect of this agreement are available through the Energy and Water Ombudsman NSW by telephoning **1800 246 545** or visiting <https://www.ewon.com.au/>.
- (d) You have the right to elect to purchase the retail component of your electricity supply from an electricity retailer of your choice, instead of from CPE. Your meter may need to be changed

or reconfigured by your third party electricity retailer to facilitate this.

- (e) You acknowledge that you will be liable to CPE for the network component of the electricity supply and the associated network charges irrespective of whether you purchase the retail electricity supply component from an electricity retailer of your choice or from CPE.

## 2. **Term**

### 2.1 **Effective date and cooling off period**

- (a) This agreement is effective:
  - (i) if you have chosen to purchase the retail component of your electricity supply from CPE, from the contract start date indicated in the Contract Particulars attached to these General Conditions or, if no such date is indicated, the date on which your occupation or possession of your premises first commenced;
  - (ii) if you have chosen to purchase the retail component of your electricity supply from CPE after previously purchasing it from another third-party electricity retailer, the date on which you have agreed with CPE for your electricity supply to commence; and/or
  - (iii) in relation to the network component of this agreement, the date on which you first commenced occupation or possession of your premises.
- (b) If you have chosen to purchase the retail component of your electricity supply from CPE, you have the right to withdraw from the retail component of this agreement within 10 business days from the applicable effective date under clause 2.1(a)(i) or 2.1(a)(ii). You may exercise this right of withdrawal during this 10 business days period by contacting CPE's Customer Services team on 1300 037 418 or at [billing@cleanpeakenergy.com.au](mailto:billing@cleanpeakenergy.com.au).
- (c) If you elect to withdraw from the retail component of this agreement under clause 2.1(b), CPE is entitled to charge you the tariffs and charges for your retail electricity usage from the

applicable effective date up to the date of your withdrawal from this agreement.

### 2.2 **Electricity supply start date**

If you have chosen to purchase the retail component of your electricity from CPE, the supply of your electricity will start on or as close as possible to the date you request or otherwise within the timeframe agreed with CPE.

### 2.3 **Termination of supply and agreement**

- (a) You may terminate the retail component of this agreement at any time by giving at least 5 business days notice of the date of termination to CPE by contacting CPE's Customer Services team on 1300 037 418 or at [billing@cleanpeakenergy.com.au](mailto:billing@cleanpeakenergy.com.au). Such termination may be on the grounds that:
  - (i) you will be purchasing your retail electricity from a third-party retailer of your choice, in which case your notice under this clause must comply with and will be subject to clause 2.3(c); or
  - (ii) you will be ceasing occupation and possession of the premises.
- (b) If you notify CPE under clause 2.3(a) that you will be ceasing occupation and possession of the premises, both the retail and network components of the supply of electricity to you under this agreement will cease on the date you have notified as the date on which you will cease occupation and possession of the premises (or if that date is less than 5 business days of the notice, no later than 5 business days after the notice is given).
- (c) If you notify CPE under clause 2.3(a)(i) that you intend to purchase your electricity from a third-party electricity retailer of your choice:
  - (i) you acknowledge your meter may need to be changed or reconfigured by your third party electricity retailer to facilitate this, and CPE has no responsibility with respect to your meter in these circumstances;

- (ii) your notice must inform CPE of the electricity retailer you propose to commence purchasing electricity from and the commencement date of its retail electricity supply; and
  - (iii) the retail component of your electricity supply under this agreement will cease on the date on which the supply of electricity to you by your new electricity retailer commences, however you will remain liable for the network component of the electricity supply and the associated network charges as long as you have possession of the premises.
- (d) If another person or entity wishes to take over responsibility for paying for the electricity supply (retail and/or network components) at your premises whilst you remain as the occupant or in possession of the premises, this can also be arranged by contacting CPE's Customer Services team on 1300 037 418 or at [billing@cleanpeakenergy.com.au](mailto:billing@cleanpeakenergy.com.au) by giving at least 5 business days notice. The supply of electricity to you under this agreement (both retail and network components) will cease (and the supply of electricity to the new customer will commence) on the agreed date from which the new customer takes over responsibility.
- (e) If your premises are disconnected from electricity supply in accordance with CPE's rights under this agreement or the law, and the conditions for reconnection have not been met within 10 business days from the date of disconnection, this agreement (both retail and network components) will terminate.

## 2.4 Possession and occupation of premises

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.

## 3. Charges

### 3.1 CPE entitlement to charges

- (a) CPE is entitled to bill you and receive payment of the tariffs and charges for all retail electricity usage at your premises from the applicable effective date of your agreement under clause 2.1 up to the date of termination of the retail component of your electricity supply.
- (b) CPE is entitled to bill you and receive payment of the network tariffs and charges applicable to your premises from the applicable effective date of your agreement under clause 2.1 up to the date on which your occupation or possession (whichever is the later) of the premises ceases.

### 3.2 Charges and changes to charges

- (a) The tariffs, charges and fees (collectively, charges) applicable to your electricity supply and sale are detailed in your Product Disclosure Statement and the Contract Particulars. Network charges applicable to your use of CPE's network for the supply of electricity are also detailed in the Network Tariff Schedule at <https://cleanpeakbarangaroo.com.au/commercial/service-usage-charges/> (as may be amended, supplemented or replaced from time to time).
- (b) 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 (being Ausgrid Operator Partnership (ABN 78 508 211 731), or any successor of that partnership), if the external distribution network distributor were to supply that quantity, or estimated quantity, of electricity directly to your premises.
- (c) CPE reserves the right to amend the charges, or introduce new charges, at any time. Any amendments to the charges or introduction of new charges including charges under the Network Tariffs Schedule will be notified to you as soon as practicable and no later than your next bill.

- (d) 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 charges will be notified to you no later than one calendar month prior to the re-assignment occurring. Refer to the Product Disclosure Statement for further details.
- (e) You may also apply for a tariff re-assignment as provided in the Product Disclosure Statement by sending a request in writing to [billing@cleanpeakenergy.com.au](mailto:billing@cleanpeakenergy.com.au)
- (f) A tariff change review pursuant to a request under clause 3.2(e) is subject to the availability of at least 12 months historic usage data for your electricity account with CPE.

supply from an electricity retailer of your choice you will receive two bills:

- (i) one from your electricity retailer of choice for the cost of electricity and any other charges (collectively, retail charges); and
  - (ii) one from CPE for the cost of the provision of CPE's electricity network services (network charges).
- (c) If you have chosen to purchase the retail component of your electricity supply from CPE you will receive a single bill covering both retail charges and network charges.
  - (d) Additional fees may apply if CPE incurs a payment-processing merchant fee or if your payment is dishonoured or reversed. For more information, please contact CPE's Customer Services team on 1300 037 418 or at [billing@cleanpeakenergy.com.au](mailto:billing@cleanpeakenergy.com.au).

### 3.3 GST

Unless otherwise stated, all fees and charges specified in the Product Disclosure Statement and Contract Particulars (including any new or amended charges) are expressed as being exclusive of goods and services tax (GST) and CPE is entitled to increase such charges on account of GST.

## 4. Billing and Payment Calculating usage

### 4.1

- (a) Subject to clause 5.1, CPE will calculate your bill based on your usage for each billing period (usually calendar monthly) obtained from the metering data collected from your meter.
- (b) For billing purposes, CPE may estimate the amount of electricity consumed at your premises during the billing period if your meter cannot be read, if your metering data is not otherwise obtained, or if you otherwise consent, and in accordance with clause 5.1.

### 4.2 Billing

- (a) For each billing period CPE will email a bill to you at the email address provided to CPE, unless you request your bills to be sent by post by selecting this billing option in the attached Contract Particulars.
- (b) If you have chosen to purchase the retail component of your electricity

### 4.3 Due date and late payment

- (a) You are required to pay the bill by the due date listed on the bill. The date for payment will be no earlier than 13 business days from the date on which CPE issues your bill.
- (b) If you do not pay a bill on time and in full, CPE may charge you interest on any amounts outstanding and CPE's 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 5%.
- (c) A late payment fee may also apply in the event that you do not pay your bill by the due date. Refer to the Product Disclosure Statement for more information.

### 4.4 Payment methods

Multiple payment methods are available as detailed on each bill.

### 4.5 Undercharging and overcharging

CPE may recover amounts that it may have undercharged you in accordance with and subject to relevant regulatory requirements. You will be provided with reimbursement or credit if you have been overcharged, in accordance with relevant regulatory requirements.

## 4.6 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask for a review of your bill in accordance with CPE's standard complaints and dispute resolution procedures referred to in clause 5.5.
- (b) If your bill is being reviewed, you are still required to pay any other bills issued by CPE that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

## 5. Customer Service

### 5.1 Metering for electricity supply services

- (a) If you purchase retail electricity from CPE, CPE will use its best endeavours to provide a bill based on actual metering data collected from your meter. If unable to base a bill on your metering data, CPE may issue you a bill based on estimated data in accordance with applicable regulatory requirements and as provided in clause 4.1(b). Where a bill is based on estimated data:
  - (i) this will be displayed on your bill; and
  - (ii) when your metering data is available, CPE must adjust your bill for the difference between the estimate and the electricity actually used.
- (b) You may request CPE to check the metering data, or to test the meter if you believe it to be faulty. You will be responsible for the cost of the check or test if the metering data is found to be correct or the meter is found not to be faulty.
- (c) To enable CPE to provide a bill based on actual metering data, install, maintain or replace your meter, and/or to test the meter under clause 5.1(b), you will be required to provide CPE with safe access during normal business hours to your meter and, where applicable, your premises on the reasonable request of CPE, and advise CPE of any relevant access

information or risks to health and safety.

### 5.2 Faults and emergencies

If you experience any service failure, please refer to the faults and emergencies contact details displayed on your bill and in the Product Disclosure Statement.

### 5.3 Difficulties in paying

- (a) If you are experiencing financial difficulties, we ask that you contact CPE's Customer Services team on 1300 037 418 or at [billing@cleanpeakenergy.com.au](mailto:billing@cleanpeakenergy.com.au) as soon as possible. You may be able to benefit from flexible payment options, including a payment plan which CPE may be able to offer. In establishing a payment plan, CPE will have regard to factors including, but not limited to: your capacity to pay; any outstanding amounts owed; and your expected energy needs over the following 12 months.
- (b) In circumstances where you have informed CPE of financial difficulties, CPE will not charge you a late payment fee.

### 5.4 Notices and bills

- (a) Notices and bills under this agreement must be sent in writing, unless this agreement or applicable laws provide otherwise.
- (b) A notice or bill sent under this agreement is taken to have been received by you or by CPE (as relevant):
  - (i) on the date it is handed to you or CPE, as applicable; or
  - (ii) on the date it is left at your premises (in accordance with the details provided by you); or
  - (iii) on the date 2 business days after it is posted; or
  - (iv) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.
- (c) CPE's contact details including for notices under this agreement are as set out in the Product Disclosure

Statement, CPE's bills to you, or as notified to you from time to time.

relevant regulatory requirements;

## 5.5 Complaints

- (a) If you have a complaint about the electricity supply services provided to you under this agreement, you may lodge a complaint in accordance with CPE's standard complaints and dispute resolution procedure as outlined in CPE's Customer Complaint Handling document. You can obtain a copy of this Customer Complaint Handling document by contacting CPE's Billing and Customer Services team at [billing@cleanpeakenergy.com.au](mailto:billing@cleanpeakenergy.com.au).
- (b) CPE will respond to you within the timeframes outlined in its standard complaints and dispute resolution procedure and provide reasons for the decision.
- (c) Where CPE is unable to resolve the complaint or dispute or you are not satisfied with the response, you may refer the complaint to the Energy and Water Ombudsman NSW by telephoning **1800 246 545** or visiting <https://www.ewon.com.au/>, and lodge a complaint or obtain free information and advice.

## 5.6 Disconnection

- (a) CPE may, where permitted by and in accordance with regulatory requirements, arrange for the disconnection of and disconnect your premises from the supply of electricity if:
  - (i) you request disconnection;
  - (ii) where you have chosen to purchase the retail component of your electricity supply from an electricity retailer of your choice, your third-party electricity retailer informs CPE that it has a right to arrange for disconnection under your retail contract with them and requests CPE to disconnect the premises
  - (iii) you do not pay your bill to CPE by the due date or you fail to comply with the terms of an agreed payment plan, and CPE has given any required reminders and warning notices and followed procedures under

- (iv) continuity of supply to the premises would be unsafe;
- (v) your right of occupation and possession of the premises has ended and you will vacate or have vacated the premises; or
- (vi) CPE is otherwise entitled or required to do so under any law.

- (b) Rights of disconnection are subject to relevant regulatory requirements, which include prohibitions on disconnection during certain periods or in certain other circumstances, including if you have provided CPE with confirmation from a registered medical practitioner that a person residing at your premises requires life support equipment.
- (c) A disconnection fee may apply. Please refer to the Product Disclosure Statement.

## 5.7 Reconnection

- (a) CPE will organise to reconnect your premises in accordance with regulatory requirements if:
  - (i) as applicable, either:
    - (A) after 10 business days of your premises being disconnected you ask CPE to arrange for reconnection of your premises; or
    - (B) within 10 business days you rectify the matter that led to the disconnection and you ask CPE to arrange for reconnection of your premises; and
  - (ii) you pay any reconnection fee (if CPE asks you to do so) as specified in the Product Disclosure Statement; and
  - (iii) if you still have outstanding amounts owed under your energy account, you agree to enter into a payment plan with CPE.

- (b) If you don't meet the requirements of clause 5.7(a) within 10 business days of your premises being disconnected, this agreement will terminate.

## 6. **Privacy and marketing**

- (a) CPE will comply with applicable privacy legislation in relation to your personal information collected by CPE in providing you with electricity supply and services, and ensure that CPE's contractors do so too.
- (b) If you are an individual customer, you agree that CPE will collect and handle personal information in accordance with its Privacy Policy, as amended from time to time, available at <https://cleanpeakbarangaroo.com.au/customer-service/your-privacy/>. CPE uses your personal information and discloses it to the organisations described in the Privacy Policy (some of whom may be overseas) to supply and sell electricity to you, for customer analysis and to comply with its legal obligations. This includes disclosing your personal information to contractors for the purposes of supplying and selling electricity to you. You also agree that CPE may access and use your meter data for the purpose of developing new products and services and getting advice in relation to its business, provided that CPE must first de-identify the meter data so as to ensure it cannot be identified as meter data pertaining to you. CPE may, with your consent, use and disclose your personal information to market and promote its energy services to you and to tell you about other available products and services that you may be interested in.
- (c) If you change your mind and do not wish to receive any marketing or other promotional information, you can advise CPE by following the instructions in the Privacy Policy. CPE's Privacy Policy also explains how you can make a complaint about the handling of your personal information and how CPE will deal with your complaint. If you have any questions or require a copy of CPE's Privacy Policy, you can contact the Customer Service team on 1300 037 418 252 or at [billing@cleanpeakenergy.com.au](mailto:billing@cleanpeakenergy.com.au).

## 7. **Events beyond CPE's control**

If an event or circumstance occurs which is beyond CPE's reasonable control, and prevents CPE from complying with any of its obligations under this agreement, those obligations are suspended to the extent they are affected by the event.

## 8. **Liability**

### 8.1 **Trustee – limitation of liability**

- (a) In this clause, "Trustee" means CPE Barangaroo Pty Limited in its capacity as trustee for the CPE Barangaroo Trust constituted by a deed entered into by CPE (as trustee) dated 14 May 2015 (**Trust**).
- (b) The Trustee enters into this agreement only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this agreement is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of the property of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of this agreement and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.
- (c) The parties, other than the Trustee, may not sue the Trustee in any capacity other than as trustee of the Trust, including the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Trust or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).
- (d) The Trustee does not have to incur any obligation under this agreement unless its liability in respect of that obligation is limited in the same manner as in this clause 8.1.
- (e) The provisions of this clause 8.1 shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the trust deed establishing the Trust or by operation

of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.

services to which that breach relates; or

- (ii) paying the cost of acquiring goods or services which are equivalent to the goods or services to which that breach relates.

## 8.2 Quality and reliability of supply

You acknowledge and agree:

- (a) the quality and reliability of your electricity supply is subject to a variety of factors that are beyond CPE's control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts or omissions of other persons (such as CPE's electricity supplier);
- (b) CPE can interrupt or limit the supply of electricity to your premises in accordance with applicable laws, including at the direction of a relevant authority; and
- (c) variations in voltage or frequency may cause damage, for example, to appliances or machines or other equipment connected to the electricity supply.

- (d) Subject to clause 8.4(b) and clause 8.4(c), and unless CPE has acted in bad faith, in breach of contract or negligently, CPE is not liable to you for any loss or damage you suffer as a result of the total or partial failure to supply electricity to your premises, which includes any loss or damage you suffer as a result of the defective supply of electricity.

## 8.3 You must take precautions

You must take precautions to minimise the risk of any loss or damage to your equipment, the premises and/or your business, which may result from the poor quality or reliability of your electricity supply.

## 8.4 Our liability

- (a) The Australian Consumer Law and other laws provide certain conditions, warranties, guarantees and rights that cannot be excluded or limited.
- (b) Unless required by law, CPE gives no condition, warranty or undertaking, and makes no representation to you, about the reliability, condition or suitability of the electricity or its electricity supply services, or the quality, fitness for purpose or safety of the electricity or its electricity supply services, other than those set out in this agreement.
- (c) CPE's liability under these laws that cannot be excluded but that can be limited is (at CPE's option) limited to:
  - (i) providing you equivalent goods or services to those goods or

## 9. Life support equipment

- (a) You must contact CPE's Customer Services team on 1300 037 418 or at [billing@cleanpeakenergy.com.au](mailto:billing@cleanpeakenergy.com.au) if there exists a requirement to maintain supply at the premises for life support equipment, or if there is a person residing or intending to reside at the premises who requires life support equipment.
- (b) For the purposes of this clause, life support equipment has the meaning given in the electricity laws and includes, as at the date of these terms and conditions:
  - (i) an oxygen concentrator;
  - (ii) an intermittent peritoneal dialysis machine;
  - (iii) a kidney dialysis machine;
  - (iv) a chronic positive airways pressure respirator;
  - (v) crigler najjar syndrome phototherapy equipment;
  - (vi) a ventilator for life support; and
  - (vii) in relation to a particular customer, any other equipment that a registered medical practitioner certifies is required at the premises for life support.

## 10. Transferring this agreement

- (a) By entering into this agreement, you give your consent for CPE to transfer, novate or assign any or all of its rights or obligations under this contract or



transfer you as a customer to any third party, any of CPE's related bodies corporate or as part of the transfer of all or substantially all of CPE's embedded network business. CPE will notify you of any assignment by publishing a notice in a national newspaper, on CPE's website or by sending you a written notice. You acknowledge and agree that you will sign any documents on CPE's request that are required to effect such transfer, novation or assignment.

- (b) You may assign your rights or obligations under this contract to another person only once you have received CPE's consent in writing. CPE will not unreasonably refuse a request from you to assign this contract and will use its best endeavours to accommodate such request.

#### **11. Amending this agreement**

CPE may amend this agreement to reflect changes to the electricity or other applicable law, or changes to the interpretation or application of the electricity or other applicable law, by notice to you. The amendments will take effect upon notice to you.