



UNITED ENERGY DISTRIBUTION PTY LIMITED

ABN 70 064 651 029

("UE")

Supply Contract

The parties are named in Schedule 1 to this Contract.

Schedule 1 also includes other particulars and the identification or definition of certain terms used in this Contract

INTRODUCTION

This Contract sets out the terms upon which UE will maintain the Connection between the Premises and the UE electricity distribution system and supply electricity to the Connection Point.

1 What makes up this Contract

This Contract is comprised of:

- (a) these terms and conditions (including any Schedules); and
- (b) the covering offer letter (if any) to which these terms and conditions were attached or which letter referred to these terms and conditions (**Offer Letter**).

2 Conditions

- (a) The provision of the Supply Service is subject to there being an existing Connection between the Premises and the UE electricity distribution system.
- (b) If there is no such Connection as at the date this Contract is entered into then the Supply Service will not commence until such Connection has been established and energised. If such Connection has not been established within 12 months of the date of execution of this Contract then UE may by notice to the Customer terminate this Contract.
- (c) If there is no such Connection as at the date this Contract is entered into then to establish that Connection the Customer must enter into a separate Connection Contract with UE setting out the terms upon which that Connection will be established.

3 Supply Service

3.1 Provision of Supply Service

- (a) Subject to the terms of this Contract, UE will, from the supply commencement date as specified in Schedule 1, provide the Supply Service to the Customer.
- (b) Unless earlier terminated in accordance with its terms, the initial term of this Contract is 5 years from the supply commencement date (**Initial Supply Term**). At the end of the Initial Supply Term (and each Subsequent Supply Term) this Contract will, subject to clause 3.1(c), be automatically extended for a period of 5 years (such 5 year period being a **Subsequent Supply Term**).
- (c) This Contract will not be automatically extended under clause 3.1(b) if either UE or the Customer serve a notice upon the other no later than 3 months prior to the expiry of the current Initial Supply Term or Subsequent Supply Term electing that this Contract not be automatically extended.

3.2 Nature of the Supply Service

- (a) The Supply Service consists of the physical supply of electricity to the Connection Point at the Premises in accordance with the terms of this Contract and the

maintenance of the Connection between the Premises and the UE electricity distribution system.

- (b) UE does not sell electricity to the Customer. Electricity is sold to the Customer by the Customer's Retailer.

3.3 Contract Demand

- (a) The Customer must not take delivery of electricity at the Connection Point at a rate in excess of the Contract Demand (as specified in Schedule 1).
- (b) Without limiting any other rights or remedies UE has against the Customer, additional charges may apply where the Customer breaches clause 3.3(a).
- (c) The Customer acknowledges that if it exceeds the Contract Demand this may cause damage to the Connection Point and the UE electricity distribution system.
- (d) If the Customer exceeds the Contract Demand UE may require the Customer to put in place procedures, or if UE considers it necessary, equipment, to ensure that the Customer does not exceed the Contract Demand. The Customer must comply with any such requirement.
- (e) The Customer must pay UE at the Standard Rates for the time spent by UE in reviewing whether the Customer has complied with any requirement put in place by UE under this clause 3.3.
- (f) If the Customer wishes the Contract Demand to be increased, then the Customer, or the Customer's Retailer, may need to apply to UE for an alteration to the Connection Point in accordance with the National Electricity Rules.

4 Interruptions and Curtailments in Supply

4.1 No guarantee of Continuous Supply

- (a) UE does not guarantee a continuous supply of electricity to the Customer nor does UE guarantee that there will not be variations in the quality of electricity supplied. The supply of electricity may be interrupted or curtailed by UE in the circumstances noted in clause 4.2. Further, without limitation, inclement weather, acts or omissions of third parties and other events of the type referred to in clause 12 may result in an interruption or curtailment in the supply of electricity or affect the quality of the supply of electricity (including by causing fluctuations in voltage or frequency).
- (b) If the Customer requires a continuous supply of electricity then it should install generating plant on the Premises which is capable of operating during interruptions or curtailments in supply from the UE electricity distribution system.
- (c) The Customer warrants to UE that it has made an assessment of the measures it will take (including insurance or the installation of protection devices) to address the risks to it of:

- (i) any interruption or curtailment in the supply of electricity; and
- (ii) variations in the quality of electricity supply, including fluctuations in voltage or frequency,

and taken appropriate measures to manage that risk.

4.2 Interruptions to Electricity Supply

- (a) UE may interrupt or curtail the supply of electricity to the Premises:
 - (i) Where required because there is planned maintenance, repair or augmentation of the electricity transmission system;
 - (ii) where required because there is planned maintenance, repair or augmentation of the electricity distribution system, including planned or routine maintenance of metering equipment;
 - (iii) to enable the installation of a new connection or a connection alteration;
 - (iv) to carry out unanticipated or unplanned maintenance or repairs in any case where there is actual or

apprehended threat to the safety, reliability or security of the supply of electricity;

- (v) where, in UE's opinion, a customer's installation or the electricity distribution system poses an immediate threat of injury, material damage or impact to any person, property or the electricity distribution system;
 - (vi) where the interruption is warranted for health and safety reasons or because of an emergency;
 - (vii) to comply with a direction of a Government Agency;
 - (viii) to shed demand for electricity because the total demand for electricity at the relevant time exceeds the total supply available; or
 - (ix) to restore supply to a customer.
- (b) The rights to interrupt or curtail electricity in clause 4.2(a) are subject to the application of any mandatory provisions of Energy Laws.
- (c) UE will comply with the provisions of the Energy Laws when it interrupts or curtails the supply of electricity to the Premises.

5 Supply Service Charges

5.1 Charges which apply

- (a) The charges payable for the provision of the Supply Service and other services provided, and works and activities performed, under this Contract are:
- (i) the tariffs (as determined in accordance with Energy Laws) applicable to the Premises and the Customer's load at the Premises; and
 - (ii) the remaining charges as determined by UE from time to time for the provision of the Supply Service, and any other services provided, and works and activities performed, under or in connection with this Contract, which charges will be determined in accordance with any applicable requirements of Energy Laws.
- (b) Where the actual demand for electricity at the Premises is less than the Effective Minimum Contract Demand then UE may calculate the Customer's distribution use of system charges by multiplying the Effective Minimum Contract Demand by the contract demand tariff applicable for the relevant billing period.

5.2 Compliance with Tariff Conditions

Where the Customer is allocated to a category of tariff, the Customer must comply with the conditions of that tariff. Where the Customer fails to do so, then without limiting the other remedies available to UE, the tariff applicable to the Customer and the Premises may be varied.

5.3 Variation to Charges

The charges which apply to the provision of the Supply Service (and other services provided, and works and activities performed under this Contract) may be varied by UE from time to time (including by variation to the quantum of those charges, by the addition of new charges or by the substitution of new charges for existing charges). Any variations will be made in accordance with any applicable requirements of the Energy Laws.

5.4 Payment of Charges

- (a) UE will issue invoices to the Customer's Retailer for the charges due by the Customer under this Contract in accordance with the billing and payment procedures which apply between UE and the Customer's Retailer from time to time.
- (b) The Customer acknowledges that the Customer's Retailer may, in accordance with the contractual arrangements applying between the Customer and that Retailer, seek to recoup from the Customer any amounts charged by UE to the Retailer in respect of the Customer.
- (c) Subject to Energy Laws, if a charge or other amount is payable by the Customer under this Contract and UE is not entitled to invoice that amount to the Customer's Retailer, then UE may invoice such amount directly to the Customer. Invoices for such amounts will be invoiced to the Customer on a monthly basis or at such other frequency as UE

considers is appropriate given the nature of the charge. The Customer must pay the amounts set out in an invoice within the period set out in the invoice.

6 Safety and Technical Obligations

6.1 Electricity Distribution Code

- (a) The Electricity Distribution Code sets out a number of rights and obligations of customers and distributors.
- (b) Except as otherwise provided in this Contract:
- (i) the Customer must comply with the obligations imposed on customers under the Electricity Distribution Code; and
 - (ii) UE must comply with the obligations imposed on distributors under the Electricity Distribution Code to the extent those obligations are relevant to the subject matter of this agreement.
- (c) If there is an inconsistency between the Electricity Distribution Code and this Contract, then to the extent permitted by the Electricity Distribution Code this Contract prevails.

6.2 Customer's Compliance with laws and technical requirements

- (a) The Customer must ensure that the Customer's Electrical Equipment complies, at all times, with the requirements of Energy Laws and Standards and good electricity industry practice.
- (b) The Customer must:
- (i) immediately notify UE if the Customer's Electrical Equipment will, or is likely to, adversely affect UE's electricity distribution system or the reliability and quality of supply to other customers; and
 - (ii) provide such information as requested by UE in relation to that equipment.

("Disturbing Loads")

- (c) Where the Customer fails to comply with clause 6.2(a), then UE may direct the Customer to make such changes required to its equipment as UE considers are required to address the failure and the Customer must comply with such a direction.
- (d) The Customer must pay UE at the Standard Rates for the time spent by UE in reviewing whether the Customer has complied with any requirement put in place by UE under clause 6.2(c).
- (e) The fact UE has not issued a direction under clause 6.2(c), does not relieve the Customer of the obligation to comply with clause 6.2(a).
- (f) The Customer must ensure that any electrical work on the Customer's Electrical Equipment is, where required by Energy Laws, undertaken by a Registered Electrical Contractor.

6.3 Changes to Customer's Electrical Equipment

- (a) The Customer must not make any changes to the Customer's Electrical Equipment without UE's prior written consent where:
- (i) such changes will mean that the Customer's Electrical Equipment will cease to comply with any requirements of any Connection Contract by which the Connection to the Premises was established or altered (excluding the provisions of a Connection Contract which have been superseded by a later Connection Contract);
 - (ii) such changes will increase the Customer's demand above the Contract Demand;
 - (iii) such changes will result in a permanent material change to the electricity load or pattern of usage at the Premises;
 - (iv) such changes pose a threat to the safety or integrity of the UE electricity distribution system; or

- (v) such changes may affect the quality, reliability, safety or metering of the supply of electricity to the Premises or to the premises of any other person.

- (b) The Customer must pay UE's charges (at the Standard Rates) of reviewing any proposal by the Customer to make changes to which clause 6.3(a) applies.
- (c) Where a change proposed by the Customer would require UE to make any change to UE's assets installed on the Premises or to any other parts of the UE electricity distribution system, then the Customer, or the Customer's Retailer, must in accordance with Chapter 5A of the National Electricity Rules make an application for a Connection alteration (or new Connection) and the Customer will only be entitled to make that change in accordance with any agreement concluded as a result of making that application.

6.4 High Voltage Supply

- (a) Where the supply to the Premises is a High Voltage Supply (being a supply above 1000 volts AC and/or 1500 volts DC) then:
 - (i) the Customer must comply with the Customer's high voltage operating procedures as provided to UE under the Connection Contract;
 - (ii) the Customer must make any modification to the high voltage operating procedures which UE notifies the Customer are required due to a change in Energy Laws and Standards or the configuration, characteristics or operating experience of the UE electricity distribution system;
 - (iii) the Customer must not make any other modification to the high voltage operating procedures (to those referred to in clause 6.4(a)(ii)) without the consent of UE;
 - (iv) the Customer must ensure that at all times the Customer has a sufficient number of appropriately trained personnel trained in accordance with the high voltage operating procedures to ensure that the Customer's Electrical Equipment is at all times safely operated and maintained in accordance with this Contract and that the Customer is able to appropriately react to any emergencies and other issues which arise in respect of that equipment;
 - (v) the Customer must ensure a sufficient number of such personnel are available at any given time (24 hours a day 7 days a week) to respond to and address any operational issues which may arise between the Customer's Electrical Equipment and the UE electricity distribution system;
 - (vi) the Customer must provide UE such information as UE requests from time to time in respect of the Customer's compliance with the high voltage operating procedures and as to the status of the Customer's Electrical Equipment;
 - (vii) the Customer must notify UE of any changes to the contact details of the Customer's personnel specified in 6.4(v)
- (b) The Customer acknowledges that insufficient maintenance, the failure to follow operating procedures or the application of incorrect operating procedures may cause interference to the UE electricity distribution system and other customers and the Customer will be liable to UE for the costs of any such interference caused by the Customer (including for amounts UE is compelled to pay other customers connected to the UE electricity distribution system).

6.5 Metering Accommodation

The Customer must maintain the metering accommodation for the metering installation, including the earthing installation, at the Premises in accordance with Energy Laws and Standards and any other technical requirements notified by UE.

6.6 Private Generating Plant

- (a) If the Customer has a generating plant at the Premises (including any form of energy storage) then that private generating plant must be electrically isolated from the UE

electricity distribution system (unless the Customer has an agreement with UE permitting it to connect that generating plant to the UE electricity distribution system).

- (b) If the Customer wishes to enter into an agreement with UE permitting it to connect a generating plant to the UE electricity distribution system then the Customer, or the Customer's Retailer, must make an application to UE under the National Electricity Rules.

6.7 Reporting and Correction of Faults

- (a) The Customer must notify UE as soon as reasonably practicable after the Customer becomes aware of any fault or irregularity in the supply of electricity to the Premises, the UE assets located on the Premises or in the Customer's Electrical Equipment.
- (b) Where the Customer notifies UE of a fault or irregularity or UE otherwise becomes aware of a fault or irregularity then UE will undertake such investigation of the fault or irregularity as UE considers appropriate having regard to good electricity industry practice and Energy Laws.
- (c) Where the fault or irregularity was caused by the Customer's Electrical Equipment or the Customer's failure to comply with this Contract then the Customer must:
 - (i) take such steps in relation to the Customer's Electrical Equipment as required to remedy the fault or irregularity and provide such evidence to UE as required to substantiate that such steps have been taken;
 - (ii) pay UE's charges (at the Standard Rates) for investigating the fault or irregularity, for taking any steps required in respect of UE's assets on the Premises and electricity distribution system due to the fault or irregularity and for any review undertaken by UE of the steps taken by the Customer to remedy the fault or irregularity.
- (d) Where the fault or irregularity was caused by UE then UE will, in accordance with Energy Laws and Standards, take appropriate measures to address the fault or irregularity.

6.8 Metering

- (a) The Customer must, at all times, ensure that there is installed at the Premises a metering installation which complies with Energy Laws.
- (b) The Customer must:
 - (i) engage (or ensure the Customer's Retailer engages) an AEMO registered metering provider to provide metering and, if required, an AEMO registered metering data provider to provide metering data collection and processing; and
 - (ii) ensure the metering provider and metering data provider have such access to the metering equipment as required to ensure this clause 6.8 is complied with and they otherwise are able to discharge their obligations in accordance with Energy Laws; and
 - (iii) ensure interval data is provided to UE from the metering equipment in accordance with the requirements of Energy Laws and otherwise in accordance with UE's reasonable requirements; and
 - (iv) ensure the accuracy of the metering installation forming part of the metering equipment complies with Energy Laws and, if any error or inaccuracy is found, ensure that it is corrected as required by Energy Laws and to UE's reasonable satisfaction.
- (c) Where check metering is installed, then the Customer must ensure UE is able to access, on terms reasonably satisfactory to UE, the metering data from that check metering.

7 UE's Assets

7.1 Ownership and Use

- (a) All assets installed by UE on the Premises are, and at all times remain, the property of UE. Where any asset is installed by the Customer or a third party on the Premises and ownership of that asset then vests in UE under some

other contract (to this Contract) then thereafter that asset is, for the purposes of this Contract, the property of UE.

- (b) The Customer consents to UE lodging a caveat over the Premises to protect UE's interests in any assets on the Premises which are owned by UE (or to protect UE's interest in any executed but yet to be registered lease or easement). The Customer must not hinder in any way the lodgement of such a caveat and must provide such assistance as UE requires to enable UE to lodge the caveat.
- (c) UE may use assets on the Premises which are owned by UE to provide services to other customers of UE and, subject to Energy Laws, may alter, replace, upgrade, modify or deal with those assets from time to time in such manner as UE determines appropriate. UE may also remove the assets if UE determines they are no longer required (including because no further electricity supply is required at the Premises).

7.2 Protection

- (a) The Customer must not interfere in any way with any of the assets on the Premises which are owned by UE.
- (b) The Customer must take reasonable steps to protect the assets on the Premises owned by UE, including steps to ensure third parties do not interfere with those assets.
- (c) The Customer must keep clear of UE assets on the Premises vegetation and other structures and materials.
- (d) If the Customer wishes to clear any trees or other vegetation in proximity to UE's assets on the Premises or other parts of the UE electricity distribution system or do any other work which poses any risk to UE's assets or the UE electricity distribution system it must first obtain UE's approval and comply with any conditions imposed by UE as a condition of that approval (which conditions may include that the clearing or other work is undertaken in the presence of an authorised representative of UE). The Customer must pay UE's charges (at the Standard Rates) for considering whether to give its approval and for the attendance of any authorised representative.

7.3 Maintenance of UE Upstream Assets

Where any maintenance and repair by UE of those parts of the UE electricity distribution system upstream of the Connection Point require civil works to be undertaken on the Premises then the Customer must, at its cost, carry out those civil works in accordance with the reasonable directions of, and at the times required by, UE.

7.4 Removal of Assets

Following the disconnection of a permanent supply of electricity to the Premises, UE may (but is not obliged to) remove from the Premises all or part of the assets owned by UE.

8 Access

- (a) The Customer must provide to UE (including its employees, agents and contractors) safe and unhindered access to the Premises at such times reasonably requested by UE to inspect, operate, repair, maintain, replace and/or remove any UE assets located on the Premises and to address any issue which arises in respect of those assets.
- (b) The Customer acknowledges that in emergencies or other situations requiring urgent work, access may be required at any time of the day or night (that is 24/7 access must be supplied).
- (c) The Customer acknowledges that in an emergency UE may enter (forcibly if necessary and required in UE's opinion given the circumstances) the Premises in order to carry out emergency works. UE will use its reasonable endeavours to contact the Customer in advance or to provide reasons for the emergency action as soon as possible after that action is taken.
- (d) The Customer must, if required by UE, provide to UE contact details (including mobile phone or a 24/7 emergency number) for personnel of the Customer who can be contacted in an emergency situation.
- (e) Where the Premises has site induction and safety procedures, the Customer must ensure that UE personnel who will attend at the Premises are properly inducted in those

procedures (provided that such procedures must not be applied in an unreasonable manner which restricts UE's access to the Premises).

- (f) The Customer must ensure that the Customer complies with any obligations of the Customer under the *Occupational Health & Safety Act 2004*, including ensuring the elimination or minimisation of any risks at the Premises to health and safety.
- (g) Where there are any hazards or other threats to safety on the Premises the Customer must ensure that UE is fully notified of these and properly inducted in the procedures applicable at the Premises to avoid and mitigate such hazards and other safety threats.
- (h) Where any third parties are in possession or control or using any part of the Premises the Customer must ensure those third parties do not hinder UE's access to the Premises and do not interfere with the undertaking by UE of any work UE wishes to undertake on the Premises.

9 Disconnection, Reconnection and Termination

9.1 Energy Laws

The circumstances in which UE may disconnect the supply of electricity to the Premises are set out in the Electricity Distribution Code.

9.2 Reconnection

- (a) Where the Premises have been disconnected then UE will reconnect the Premises when required to do so by the Electricity Distribution Code. UE will be entitled to charge a reconnection fee where permitted by the Electricity Distribution Code or other Energy Laws.
- (b) The Customer must ensure that UE has such access to the Premises as is required by UE to arrange for the reconnection of the electricity supply to the Premises.

9.3 Termination

Where the supply of electricity to the Premises has been disconnected for a period of more than 10 Business Days due to the Customer's breach of this Contract or Energy Laws, then UE may terminate this Contract by notice to the Customer.

10 Recoupment of UE Investment

- (a) This clause 10 applies if so provided in a Schedule.
- (b) Where for any reason (other than this Contract being terminated due to UE's default) this Contract terminates prior to the expiry of the Initial Supply Term then UE will be entitled to recover from the Customer an amount representing the contract demand charges which would have been payable by the Customer had this Contract remained in place for the full Initial Supply Term. The amount payable by the Customer will be calculated by:
 - (i) multiplying the Effective Minimum Contract Demand by the contract demand tariff applicable to the Premises (as reasonably determined by UE) as at the date of termination of this Contract (which calculation determines the periodic contract demand component); and
 - (ii) applying the periodic contract demand component pro-rata over the unexpired portion of the Initial Supply Term.
- (c) The Customer is not required to pay an amount referred to in clause 10(b) to the extent UE recovers such amounts under a Connection Contract in force between the Customer (or a third party) and UE in respect of the Premises requiring the Customer or the third party to make a payment to UE equivalent in nature to that set out in clause 10(b) if there is not a supply contract in effect for the full Initial Supply Term.
- (d) Any amount payable by the Customer under this clause 10 may be billed by UE in accordance with clause 5.

11 Liability

11.1 Exclusion of Warranties and Implied Terms

All warranties, terms and conditions relating to the subject matter of this Contract that are, or may at any time be, implied by law or custom

are excluded to the maximum extent permitted by law except to the extent they are expressly incorporated into this Contract.

11.2 Limit on UE's Liability

- (a) Subject to clause **Error! Reference source not found.** and any applicable laws, UE's total liability to the Customer arising directly or indirectly, wholly or in part pursuant to the performance or non-performance of UE's obligations under this Contract or otherwise in connection with this Contract is limited to :
- (i) \$100,000 per occurrence or series of related occurrences for personal injury or death or loss or damage to property caused by the negligent act or omission of UE; and
 - (ii) \$50,000 for any other loss or damage of any type whatsoever.
- (b) UE has no liability to the Customer for any:
- (i) loss of profit or revenue;
 - (ii) loss of opportunity, use or contract;
 - (iii) cost of capital, cost of substitute equipment, facilities or services or costs associated with supplying replacement electricity;
 - (iv) liability incurred by the Customer to any third parties (other than for personal injury or death);
 - (v) downtime costs;
 - (vi) costs of customer claims;
 - (vii) special loss; or
 - (viii) consequential loss
- No paragraph of this clause 11.2 limits any other paragraph of this clause.
- (c) This clause 11.2 applies to all claims of any nature which may be brought against UE whether in contract, tort, under statute, for breach of duty or on any other basis whatsoever.
- (d) Nothing in this clause 11, or in any other part of this Contract, is taken to exclude or limit any immunities on UE's liability which UE has under statute or instruments made pursuant to statutes (such as the National Electricity Law).

11.3 Customer's Liability

The Customer must indemnify and keep UE indemnified against all losses and damages suffered and costs and expenses incurred by UE, and against any claims brought against UE, due to the failure by the Customer to comply with its obligations under this Contract.

11.4 Australian Consumer Law

- (a) Nothing in this Contract limits UE's liability for failure to comply with any Australian Consumer Law guarantees arising in respect of services provided by UE which services are of a type ordinarily acquired for personal, domestic or household use.
- (b) UE's liability for failure to comply with any Australian Consumer Law guarantees arising in respect of services provided by UE which services are not of a type ordinarily acquired for personal, domestic or household use is limited to an amount equal to the cost of having the service supplied again. However this clause 11.4(b) does not apply if the Customer establishes that UE's reliance on it is not fair and reasonable.

12 Force Majeure

UE is not liable to the Customer where it fails to perform an obligation under this Contract because it has been hindered or delayed in, or prevented from, performing that obligation by an event beyond UE's reasonable control. Without limitation, such events include:

- (a) inclement weather;
- (b) strikes or other industrial disturbances;
- (c) failures by other persons connected to the UE electricity distribution system to comply with their obligations to UE or under Energy Laws;

- (d) acts or omissions of third parties, including constraints imposed by third parties upon UE;
- (e) order of any court, or the order, act or omission or failure to act of any Government Agency or failure to obtain any necessary consent or approval of a Government Agency;
- (f) breakage or accident to plant, machinery, cabling or associated equipment;
- (g) difficulty, delay or failure in manufacture, production or supply by third parties of any goods (including plant and equipment) or services.

13 Assignment and Novation

13.1 Transfer of Occupancy of Premises

- (a) Subject to the remaining provisions of this clause 13, this Contract will remain binding upon the Customer if the Customer ceases to occupy the Premises and such occupancy is transferred to a third party. The Customer will be liable to UE for all acts and omissions of such third party until such time (if ever) as this Contract is novated to that third party.
- (b) The Customer must give UE not less than 45 days notice of the Customer's intention to cease to occupy the Premises and of the identity of the new third party occupier of the Premises.
- (c) The Customer may request UE's consent to the novation of this Contract to that third party. UE will give that consent if satisfied, acting reasonably, that the third party is reputable and possesses technical and financial resources sufficient to perform the obligations of the Customer under this Contract.
- (d) If UE does not consent to the novation of this Contract to the third party then UE may by notice to the Customer terminate this Contract. In such case UE will be entitled to recover from the Customer the amounts referred to in clause 10.

13.2 Other Customer Dealings

The Customer must not assign, novate, transfer or otherwise deal with its rights and obligations under this Contract without the consent of UE. Except where clause 13.1 applies, such consent may be given or withheld by UE in its absolute discretion.

13.3 UE Dealings

- (a) UE may, by notice to the Customer, novate its rights and obligations under this Contract to any person provided that person holds a licence under the *Electricity Industry Act 2000* in respect of that part of UE's electricity distribution system servicing the Premises. Such novation will take effect from the time of, and in accordance with, the terms of the notice served by UE.
- (b) A notice under clause 13.3(a) may be given personally to the Customer or may be given by publication on UE's website or by publication in a newspaper circulating generally within the city of Melbourne.
- (c) The Customer must sign such documents as UE requests to evidence or give effect to novation by UE of this Contract in accordance with clause 13.3(a).
- (d) UE may, at any time, mortgage, pledge, charge or otherwise encumber its rights to and interest in this Contract in favour of any actual or prospective financier to UE.

13.4 Subcontracting

A party may subcontract the performance of its obligations under this Contract, but such subcontracting does not relieve the party of the obligation to ensure the discharge of those obligations.

14 Termination

14.1 Termination by Customer

- (a) The Customer may terminate this Contract by notice to UE where:
- (i) UE commits a material breach of this Contract;
 - (ii) that breach adversely affects the Customer; and
 - (iii) within a period of 30 days from notice by the Customer of the breach UE has not either:

- (A) remedied the breach; or
- (B) provided to the Customer a cure plan setting out the procedures which UE will use to remedy the breach as soon as reasonably practicable.

UE must comply with any such cure plan provided to the Customer under this clause 14.1(a).

- (b) Clause 14.1(a) sets out the Customer's exclusive rights to terminate this Contract due to a breach of this Contract by UE and any common law rights the Customer would otherwise have to terminate this Contract are excluded.

14.2 Termination for Convenience

Where the operations at the Premises are to be permanently shut down such that the Customer has no further requirement for an electricity supply at the Premises, the Customer may terminate this Contract by giving 45 days notice to UE. The Customer must provide such evidence as UE reasonably requires to substantiate that operations at the Premises are to be permanently shut down. If the Customer serves such a notice then such termination will take effect once the period for termination nominated in the notice has elapsed (which period must be at least 45 days) and once the Customer has paid to UE any amount due under the Connection Contract (payable where this Contract terminates prior to the expiry of the Supply Term) or any amount payable under clause 10 of this Contract.

14.3 Termination by UE

- (a) Where:
 - (i) the Customer has failed to pay an amount due to UE under this Contract by the due date for payment of that amount and has not remedied that failure to pay within 15 Business Days of notice from UE;
 - (ii) the Customer is subject to an Insolvency Event;
 - (iii) the Customer commits any other breach of this Contract and does not remedy that breach within 15 Business Days of receipt of notice from UE specifying the breach,

then UE may by notice to the Customer terminate this Contract.

- (b) Clause 14.3(a) does not limit the operation of clause 9.3.

14.4 Clauses which survive Termination

Clauses 5, 7.4, 10, 11 and 17 survive the expiration or termination of this Contract as do any other provisions which are required to survive termination or expiration to give efficacy to the provision or which provisions can be reasonably inferred are intended to survive expiration or termination.

15 Dispute Resolution

15.1 Negotiation

Where a dispute arises between UE and the Customer then if requested by either party senior representatives of both parties will negotiate in good faith to settle that dispute for a period of not less than 14 days from the time a party first requests such negotiations take place.

15.2 No litigation during Negotiation Period

Other than proceedings for injunctive relief or proceedings which a party considers, in good faith, it needs to undertake as a matter of urgency to protect its legal or commercial position, neither party may commence legal proceedings during the period of any good faith negotiation under clause 15.1.

16 GST

16.1 GST Inclusive Prices

Clauses 16.2 to 16.6 and clause 16.7(c) do not apply to a charge which is expressed as being "GST-inclusive".

16.2 GST Gross-Up

If a party (**the supplier**) is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this Contract, the recipient of the supply must (in addition to any other payment for, or in connection with, the supply) pay to the supplier an amount equal to such GST (**GST gross-up**).

16.3 GST Invoice

If a GST gross-up is payable, then the supplier must give the recipient a tax invoice for the supply.

16.4 Payment

Provided a tax invoice has been given, the GST gross-up must be paid by the recipient:

- (a) if any monetary consideration is payable for the supply, at the same time and in the same manner as such monetary consideration;
- (b) if no monetary consideration is payable for the supply, within 10 Business Days after the day on which the tax invoice is given.

16.5 Reimbursements

If any payment to be made to a party under or in connection with this Contract is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 16.2.

16.6 Adjustments

If an adjustment event has occurred in respect of a supply made under or in connection with this Contract, any party that becomes aware of the occurrence of that adjustment event must notify the other party as soon as practicable, and the parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that supply, or any refund of GST (or part thereof), is paid no later than 20 Business Days after the supplier first becomes aware that the adjustment event has occurred.

16.7 Definitions

- (a) Terms used in this clause 16 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given to them in that Act.
- (b) In this clause 16, a reference to a payment includes any payment of money and any form of consideration other than payment of money.
- (c) In this Contract, all references to payments and obligations to make payments, including all references to compensation (including by way of reimbursement or indemnity), are, but for the operation of this clause 16, exclusive of GST.

17 Confidential Information

- (a) UE will comply with its confidentiality obligations to the Customer under the Electricity Distribution Code.
- (b) For the purpose of the Electricity Distribution Code the Customer consents to UE disclosing the Customer's confidential information to the extent required by UE to discharge an obligation or exercise a right of UE under this Contract.
- (c) This Contract and all information disclosed by UE to the Customer under this Contract or during the negotiations preceding the commencement of this Contract is confidential to UE and may not be disclosed by the Customer except:
 - (i) its employees and contractors, and the employees and contractors of any of its Related Bodies Corporate, requiring the information for the purposes of this Contract (or any transactions contemplated by it) provided the Customer must ensure such persons keep the information confidential; and
 - (ii) its legal and other professional advisers, requiring the information for the purposes of this Contract (or any transactions contemplated by it) or for the purpose of advising that party in relation to this Contract provided the Customer must ensure such persons keep the information confidential;
 - (iii) with the consent of UE, which consent will not be unreasonably withheld;
 - (iv) to the extent required under Energy Laws, by a lawful requirement of a Government Agency or by law or any

order of a court of competent jurisdiction provided the Customer must give UE notice as soon as the Customer becomes aware that it may be compelled to disclose such information, notifies the recipient of the information of its confidentiality and takes all reasonable steps to minimise the disclosure of the information;

- (v) if the information is at the time generally and publicly available other than as a result of breach of confidence by the Customer or any person to whom the Customer has disclosed the information.

18 Notices

- (a) Any notices from the Customer to UE under this Contract must be in writing and provided to UE at the Issuing Office. A notice will only be regarded as received by UE when it is received by UE at its postal, facsimile or email address.
- (b) Any notices from UE to the Customer under this Contract must be in writing (including electronic form) and provided to the Customer at the Customer's Address.

19 Definitions

- (a) In this Contract, unless a contrary intention appears, the following terms have the meanings given below.
- (b) **AEMO** means the Australian Energy Market Operator.
- (c) **Business Day** means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.
- (d) **Connection** means a physical link between the UE electricity distribution system and the Premises to allow the flow of electricity.
- (e) **Connection Contract** means a contract providing for the establishment of a Connection or alteration to an existing Connection.
- (f) **Connection Point** means the point at which the UE electricity distribution system Connects to the Premises.
- (g) **Customer's Electrical Equipment** means any electrical installations and other assets on the Premises (other than assets owned by UE) which utilise electricity.
- (h) **Customer's Retailer** means the Retailer with whom the Customer has a contract for the sale of electricity at the Premises.
- (i) **Electricity Distribution Code** means the code of that name issued by the Essential Services Commission of Victoria.
- (j) **Energy Laws** means all laws which are applicable to the subject matter of this Contract or which otherwise relate to the Victorian electricity industry, including without limitation laws relating to the planning, design, construction, use, operation and maintenance of the UE electricity distribution system, the use, operation and maintenance of the Customer's Electrical Equipment, the price payable for services provided by or in connection with the UE electricity distribution system and laws relating to safety. Such laws include the *Electricity Industry Act 2000* and regulations thereunder, the *Electricity Safety Act 1998* and regulations thereunder, the National Electricity Law, National Electricity Rules and all instruments, orders, binding guidelines and binding determinations issued under those statutes, regulations, law and rules (including the Electricity Distribution Code and Service Installation Rules 2014 as amended from time to time).
- (k) **Energy Laws and Standards** means the requirements of Energy Laws and:
 - (i) the Australian/New Zealand Wiring Rules (AS/NZS 3000:2000);
 - (ii) all other applicable Australian Standards;
- (l) **Government Agency** means any government department or any statutory, public, municipal, local or other authority charged with the responsibility for administering any Energy Laws.
- (m) **Initial Supply Term** is defined in clause 3.1(b).
- (n) **Insolvency Event** means the happening of one or more of the following events in relation to a party:

- (i) a resolution that it be wound up is passed;
- (ii) an order is made that it be wound up or that a Controller (as defined in the *Corporations Act 2001*) be appointed to it or a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
- (iii) an administrator is appointed to it or a resolution that an administrator be appointed to it is passed;
- (iv) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors, or an assignment for the benefit of any of, or any class of, its creditors (in each case, other than to carry out a reconstruction or amalgamation while solvent);
- (v) any action is taken by the Australian Securities and Investment Commission to cancel its registration or to dissolve it;
- (vi) it is insolvent within the meaning of the *Corporations Act 2001* (Cth), as disclosed in its accounts or otherwise, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law;
- (vii) it stops or suspends the payment of all or a class of its debts or the conduct of all or a substantial part of its business; or
- (viii) if the Customer is constituted in another jurisdiction, any event having a substantially similar effect to any of the events specified in the preceding paragraphs happens to it under the law of that other jurisdiction.

- (o) **Interest Rate** means for a day, the "Reference Rate" as most recently published by the Australia and New Zealand Banking Group Limited on its website (or if that rate ceases to be published or cannot be identified or determined then such other rate as is reasonably nominated by UE).
- (p) **Premises** means the premises specified in Schedule 1.
- (q) **Registered Electrical Contractor** means a person registered as such under the *Electricity Safety Act 1998*.
- (r) **Related Body Corporate** has the meaning given to that term in the *Corporations Act 2001*.
- (s) **Retailer** means a person authorised under the *Electricity Industry Act 2000* to sell electricity.
- (t) **Schedule** means a schedule or annexure to this Contract.
- (u) **Standard Rates** means, for work or a service provided by UE, the standard rate UE charges for that type of work or service as determined by UE from time to time (and which determination will be made by UE in accordance with any Energy Laws relevant to the determination) or if UE has not determined a rate for that work or service, then the cost incurred by UE in undertaking the work or providing the service.
- (v) **Supply Service** is defined in clause 3.2(a).
- (w) Other terms used in this Contract are defined in the clauses in which they are used or defined in the Schedules.

20 Miscellaneous

20.1 UE's rights and Powers at Law

Nothing in this Contract limits or restricts UE exercising any powers or rights which UE has pursuant to Energy Laws (including without limitation rights to interrupt or curtail supply of electricity, access rights and rights of entry and rights to take action to address emergencies).

20.2 UE Review

Any review UE undertakes of the Customer's Electrical Equipment or procedures relating to that equipment is undertaken for the purposes of managing the risk of any adverse impact of such equipment and procedures on the UE electricity distribution system. Such review, and any comments provided by UE, is not undertaken for the purpose of assessing whether the Customer's Electrical Equipment and procedures is appropriate for the Customer's own purposes and electricity requirements within the Premises. The Customer must make its own assessment of these matters and seek advice from a

Registered Electrical Contractor or other qualified professional. Any information UE seeks, and comments it makes, about the Customer's Electrical Equipment are for UE's internal purposes and for the purpose of ensuring the integrity of the UE electricity distribution system and not for the purpose of providing advice to the Customer.

20.3 Interest

Where a payment under this Contract is not paid by the due date for payment of that amount then interest will accrue due on that amount at the Interest Rate which interest accrues from day to day from and including the due date for payment up to and including the actual date of payment.

20.4 No Waiver

A party waives a right under this Contract only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

20.5 Severance

If a provision of this Contract would, but for this clause 20.5, be unenforceable:

- (a) the provision will be read down to the extent necessary to avoid that result; and
- (b) if the provision cannot be read down to that extent, it will be severed without affecting the validity and enforceability of the remainder of this Contract.

20.6 About This Document

This Contract records the entire Contract between the parties as to its subject matter. It supersedes all prior contracts, obligations, representations, conduct and understandings (but does not supersede any Connection Contract). Any Connection Contract relating to the Premises continues to operate in accordance with its terms.

20.7 Governing Law

The laws of Victoria govern this Contract.

20.8 Further Acts

The parties must do all things reasonably required to facilitate the performance of the transactions contemplated by this Contract.

20.9 Amendment

- (a) This Contract may only be amended by a further document signed by the Customer and UE.
- (b) If the Customer requires an alteration to the Connection at the Premises then the Customer, or the Customer's Retailer, must make an application to UE in accordance with the requirements of Chapter 5A of the National Electricity Rules.

20.10 Interpretation

In this Contract, unless a contrary intention appears:

- (a) words or expressions importing the singular include the plural and vice versa;
- (b) words or expressions importing a gender include the other gender;
- (c) words or expressions denoting individuals include corporations, firms, unincorporated bodies, government authorities and instrumentalities;
- (d) a reference to a party includes that party's successors and permitted assigns;
- (e) if a party to this Contract is made up of more than one person, or a term is used in this Contract to refer to more than one party, an obligation of those persons is joint and several, a right of those persons is held by each of them separately, and any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately;
- (f) where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
- (g) any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Contract;
- (h) a provision of this Contract shall not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Contract or the inclusion of the provision in this Contract;
- (i) a reference to this Contract or another document includes that document as amended, varied, novated, supplemented or replaced from time to time;
- (j) a reference to legislation or a provision of legislation includes:
 - (i) all regulations, orders or instruments issued under the legislation or provision; and
 - (ii) any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
- (k) any recitals, schedule or annexure form part of this Contract and have effect as if set out in full in the body of this Contract;
- (l) references to include and including are to be construed without limitation.



UNITED ENERGY – SUPPLY CONTRACT SCHEDULE

United Energy Distribution Pty Ltd ABN 70 064 651 029 43-45 Centreway, Mount Waverley VIC 3149	
Customer Registered Business Name: Trading Name: ABN: Address: Customer Contact: Phone:	

Contract No	***
Date of issue	

Defined Terms

Premises (also known as Supply Address)	
Supply Commencement Date	
Issuing Office	
Customer's Address	
Connection Point (Point(s) of Supply)	<p>*At the Low Voltage Terminal of the Substation</p> <p>*Where the low Voltage cable crosses the customers property boundary</p>
Contract Demand	kVA
Effective Minimum Contract Demand	Effective minimum contract demand equals Contract Demand for the term of this agreement.

Notification of any equipment under clause 6.2 (Disturbing Loads)	Separate schedule and description of Disturbing Loads, details and capacity (kVA/kW)		
Details of any proposed embedded generation	Description of proposed generation technology and capacity (kVA/kW)		
Last date for acceptance of proposal			
Type of substation			
Nominal supply voltage	22kV/ 11kV/ 400 / 230 V 3ph/1ph		
UE Contact		Phone	

Executed as an agreement

Signed for and on behalf of **United Energy Distribution Pty Ltd**
by:

in the presence of:

Signature of Authorised Person

Witness Signature

Print Name and Position

Print Name

Date

Signed for and on behalf of **[insert full name of Customer]** by:

in the presence of:

Signature of Authorised Person

Witness Signature

Print Name and Position

Print Name

Date