

## Website Provisions - additional clauses applicable to the General Conditions of the Electricity Supply Agreement

### 1. Large Business Customer Representations

#### 1.1 Definitions

**Large Business Customer** means a customer whose consumption at a Site or Sites (where aggregated) exceeds the Large Business Customer Threshold.

**Large Business Customer Threshold** means the thresholds at which the Customer is not a Small Business Customer at a Site, at the date of this Agreement being:

- (a) Australian Capital Territory – 100 MWh;
- (b) New South Wales – 100MWh;
- (c) Queensland – 100MWh;
- (d) South Australia – 160MWh;
- (e) Victoria – 40MWh; and
- (f) Western Australia – 160MWh.

**Small Business Customer** is a customer who consumes electricity for business (as opposed to domestic, personal, or household) purposes and whose annual electricity consumption at a Site does not exceed the Large Business Customer Threshold.

#### 1.2 Provisions

- (a) The Customer represents and agrees that:
  - (i) the Customer consents to all Sites within each of ACT, NSW, Qld and SA being aggregated for determining whether the Customer is a Large Business Customer;
  - (ii) the aggregate consumption of all Sites in ACT, NSW, QLD and SA exceeds the applicable Large Business Customer Threshold applicable to each of those States and Territory;
  - (iii) the consumption of each Site in Victoria exceeds the applicable Large Business Customer Threshold applicable to Victoria;
  - (iv) the aggregate consumption of all Sites in WA exceeds the applicable Large Business Customer Threshold applicable to WA;
  - (v) provisions only applicable to Small Business Customers in any Law (including, but not limited to, the National Energy Retail Law, National Energy Retail Rules, Victorian Energy Retail Code and WA Small Use Customers Code) do not apply to the Customer; and

- (vi) consumer protections only available to Small Business Customers under any Law (including, but not limited to, the National Energy Retail Law, National Energy Retail Rules, Victorian Energy Retail Code and WA Small Use Customers Code) do not apply to the Customer,

and if any of the representations in this clause 1.2 becomes incorrect or is likely to become incorrect, the Customer must promptly notify Alinta Energy.

- (b) Unless not permitted under Law, if the Customer consumes, or is expected to consume, less than the Large Business Customer Threshold in the course of any consecutive 12-month period, then the Customer gives its explicit informed consent:
  - (i) that the Sites may be aggregated with other Sites for the purposes of applicable Laws;
  - (ii) that the provisions only applicable to Small Business Customers in any Law (including, but not limited to, the National Energy Retail Law, National Energy Retail Rules, Victorian Energy Retail Code and WA Small Use Customers Code) do not apply to the Customer; and
  - (iii) this Agreement applies to that Site and not Alinta Energy's contract applicable to Small Business Customers.
- (c) If paragraph (b) does not apply, the Customer acknowledges that where it takes less than the Large Customer Threshold at any Site over the course of any consecutive 12 month period, Alinta Energy's terms and conditions for the supply of electricity to Small Business Customers will apply to that Site, as amended from time to time and the Energy Prices applicable to that Site will be, unless otherwise agreed between the parties, the continuing electricity supply prices and fees as published on Alinta Energy's website.

### 2. Carbon Schemes

N / A

### 3. Ongoing Supply Provisions

- (a) Supply of electricity after the End Date at a Site is subject to the terms of the applicable Agreement and to:
  - (i) the Energy Prices applicable as at the last day of the term of the Agreement adjusted to the default Energy Prices published on Alinta Energy's

website or as otherwise notified by Alinta Energy for the relevant reference node for that Site and that trading interval;

- (ii) Environmental Product Charges to be determined under the Environmental Product Schedule provided that the applicable Certificate Price or Compliance in the calculation of any applicable Environmental Product Charge being adjusted to the applicable default Certificate Price or Compliance Price on Alinta Energy's website or as otherwise notified by Alinta Energy; and
- (iii) all Invoices for Charges incurred after the End Date being paid by the Due Date.
- (b) If the Energy Price and Environmental Product Charges were bundled, the Customer will be required to pay the unbundled Energy Price and Environmental Product Charges which are published on Alinta Energy's website or as otherwise notified by Alinta Energy.

#### 4. Expert Procedure

##### 4.1 Appointment of expert

For Dispute Notices, the parties may agree to the appointment of an independent expert to resolve the dispute. If the parties are unable to agree on an expert within 10 Business Days of the date of a Dispute Notice:

- (a) either party may request that the CEO of the Resolution Institute, having regard to the nature of the dispute, appoint an independent expert with appropriate financial, legal or technical expertise to resolve the dispute, acting as an expert and not as an arbitrator; and
- (b) the expert's appointment is to be on reasonable terms determined by Alinta Energy given the expert's qualifications, functions, expertise and responsibility.

##### 4.2 Expert's procedure

- (a) The expert must determine the procedure for resolving the dispute, having regard to the nature of the dispute with a view to making an expert's determination within 20 Business Days of their appointment (or such longer period as the parties may agree).
- (b) The parties to the dispute may make written submissions to the expert about the subject matter of the dispute; and must make available to the expert all information which the expert reasonably requires to resolve the dispute.

#### 4.3 Binding determinations, fees, and costs

In the absence of fraud or manifest error, the determination by an expert is final and binding. If the dispute is resolved in favour of a party, then the costs of the expert's services must be borne by the other. Each party must pay its own costs and disbursements in relation to the resolution of the dispute.

## SWIS Usage Conditions Schedule

### 1. Mandatory conditions

The Customer acknowledges and agrees that this Schedule corresponds directly to the Access Agreement (in accordance with Access Law) and accordingly cannot be amended.

### 2. Responsibility for delivery of electricity

- (a) The Customer agrees that Alinta Energy does not control the SWIS nor the Point of Supply, which are operated by the Operator and / or AEMO. Electricity supplied by Alinta Energy under this Agreement is to be transported by the Operator on the SWIS to the Point of Supply under the terms of an Access Agreement. Alinta Energy makes no representation that electricity supplied to the Customer will be of a particular quality, supplied at a particular rate, or free from variations, disturbances, interruptions or surges. Alinta Energy's ability to supply electricity on a continuous basis is dependent upon the:
  - (i) continuous supply of electricity from the SWIS at the Point of Supply;
  - (ii) rates at which electricity is supplied from the SWIS at the Point of Supply;
  - (iii) quality of electricity supplied from the SWIS at the Point of Supply; and
  - (iv) electricity supplied from the SWIS being free of surges, variations, or disturbances.
- (b) Where this Agreement states that Alinta Energy must or may do something, it may be done by the Operator either under the terms of an Access Agreement or at Alinta Energy's request.
- (c) Where this Agreement provides that the Customer indemnifies or undertakes any other obligations to Alinta Energy, the Customer is to be taken to also indemnify the Operator, its officers, employees, agents, contractors, and consultants and undertake those other obligations to the Operator, where the

indemnity or obligation is in connection with or in any way relates to the SWIS.

### 3. Customer's electrical installation

- (a) The Customer must:
  - (i) install, operate and maintain the Customer's Electrical Installation in accordance with good electricity industry practice as required under EDR 30(4) and ETR 28(4) as if it were a "user";
  - (ii) ensure that the Customer's Electrical Installation meets standards/requirements specified by the Operator or AEMO from time to time;
  - (iii) keep records detailing any planned or unplanned maintenance carried out in respect of the Customer's Electrical Installation as required under EDR 33 as if it were a "user"; and
  - (iv) provide Alinta Energy with a maintenance schedule for the Customer's Electrical Installation and maintain the Customer's Electrical Installation in accordance with that maintenance schedule as required under ETR 31 as if it were a "user".
- (b) Alinta Energy may give the Customer a reasonable direction in relation to the performance of its obligations under clause 3(a) of this schedule. The Customer must comply with any reasonable direction given by Alinta Energy and, if it does not, Alinta Energy may do so on its behalf at the Customer's costs and recover its reasonable costs from the Customer.
- (c) Without limiting clause 3(a) or 3(b) of this Schedule, Alinta Energy may:
  - (i) specify standards or requirements in relation to the avoidance of electrical interference, including electromagnetic interference; and
  - (ii) if the power factor at the Point of Supply does not meet the prescribed power factor requirements in the Technical Rules, direct the Customer to immediately take all actions required by Alinta Energy, the Operator or AEMO to ensure that the prescribed power factor requirements are met, including installing the appropriate power factor correction equipment.

### 4. Protection devices

The Customer acknowledges that it is responsible for protecting the Customer's Electrical Installation and all its other property from damage resulting from the quality and nature of the electricity supplied by Alinta Energy. The Customer must install, operate, and maintain

protection devices to protect the Customer's Electrical Installation from any damage resulting from the quality and nature of the electricity supplied.

### 5. Provision of sites

- (a) The Customer must provide Alinta Energy and the Operator with such sites at the Point of Supply (in this clause 5, **Sites**) as they require for the purpose of installing, operating and maintaining the Metering Installation and any other works, structures, apparatus, equipment and plant associated with the supply of electricity to the Customer at the Point of Supply (in this clause 5, the **Works**).
- (b) The Customer must provide the Sites free of charge and provide and maintain reasonably security and protection for, and, if required, exclusive occupancy of, the Sites.
- (c) Title to the Works and the Metering Installation always remains with Alinta Energy or the Operator (as applicable).
- (d) The Customer must safeguard the Works and Metering Installation, must ensure the Works and Metering Installation are not interfered with or damaged and must indemnify and keep indemnified Alinta Energy, the Operator and their officers, employees, agents, contractors and consultants against all Losses resulting from loss or damage to or failure or a malfunction to the Works or Metering Installation which are caused other than by fair wear and tear; or the negligence or wilful misconduct of Alinta Energy, the Operator or their officers, employees, agents, contractors or consultants.

### 6. Access to Point of Supply

- (a) The Customer must provide Alinta Energy, the Operator and their officers, employees, agents, consultants, and contractors with safe and unrestricted access to the Point of Supply whenever required:
  - (i) for constructing, installing, operating, maintaining, repairing, adjusting, replacing, removing or verifying the accuracy of any Metering Installation or the Works;
  - (ii) to read the Metering Installation;
  - (iii) to inspect the construction, installation, operation, maintenance, repair, adjustment, replacement or removal of any Metering Installation or the Works or carry out work on the Metering Installation or the Works (as defined in clause 5 of this schedule);

- (iv) to interrupt or limit the supply of electricity to the Point of Supply in accordance with the terms of this Agreement;
  - (v) to inspect the Customer's Electrical Installation; or
  - (vi) for any other reason connected with this Agreement or required under the Access Law or Access Agreement.
- (b) The Customer acknowledges that the Operator may also have rights under Law to enter the Point of Supply.
  - (c) Alinta Energy must endeavour to restrict its entry to the Point of Supply to normal business hours and for routine purposes, except in an emergency.
  - (d) The Customer must cooperate with any person authorised by Alinta Energy or the Operator to do any of the things specified in clause 6(a) of this schedule.
  - (e) Alinta Energy is not liable for any act or omission of the Operator or its officers, employees, agents, consultants and contractors while those persons are on the Customer's premises.

## 7. Access Law and Technical Rules

- (a) The parties must comply with the Access Law and any lawful direction given by the Operator or AEMO to Alinta Energy or the Customer in connection with the Point of Supply or this Agreement. The Customer must:
  - (i) comply with the Technical Rules as if it were a "user" or "load"; and
  - (ii) ensure that the power factor at the Point of Supply meets the prescribed power factor requirements in the Technical Rules.
- (b) The Customer must comply with any additional conditions or requirements in relation to the Point of Supply or this Agreement, as notified to the Customer by Alinta Energy or as otherwise required by AEMO or the Operator.

## 8. Quality of Supply

Without limiting or excluding its obligations under Law, Alinta Energy gives no undertaking or agreement that the electricity supplied to the Customer will be of any particular quality or, free from surges, variations or disturbances, or will be continuously supplied without interruptions.

## 9. Interruption or limitation of supply

- (a) The Customer acknowledges and agrees that:
  - (i) the Operator and / or AEMO may from time-to-time interrupt or limit the supply of electricity at the Point of Supply; and
  - (ii) Alinta Energy may, at its absolute discretion, interrupt or limit the supply of electricity to the Customer at the Point of Supply when directed to do so by the Operator and / or AEMO or when required by Law.
- (b) The Customer must not cause or permit to cause the Operator to suffer a liability for which Alinta Energy is required to indemnify the Operator pursuant to regulations ETR 41(4), 41(7) or 41(8), EDR 42(4), 42(5), 42(7) or 42(8) or under the Access Agreement (to the extent the liability is not from Alinta Energy's failure to comply with its own obligations under this Agreement or the Access Agreement).

## 10. Indemnities in relation to the SWIS

- (a) The Customer must indemnify Alinta Energy against, and pay Alinta Energy on demand, any Loss (including Excluded Damage) payable by Alinta Energy to the Operator under either the Access Law or the Access Agreement (except to the extent that Alinta Energy caused or contributed to such Loss) in connection with:
  - (i) the Customer allowing Point Specific Actual Demand to exceed the Maximum Load at a point specified in the "Point of Supply Details – Western Australia" in the Particulars of Contract;
  - (ii) the Customer breaching this Agreement or failing to comply with the Access Law; or
  - (iii) any act or omission (including negligence) of the Customer, its Related Bodies Corporate or its or their officers, employees, agents, consultants, or contractors.
- (b) If on expiry or termination of this Agreement clause **Error! Reference source not found.** does not apply and Alinta Energy does not continue to supply electricity to the Customer but is, by reason of the Customer continuing to take supplies of electricity from the SWIS, liable to pay any amount to the Operator or any other person, then the Customer must indemnify and immediately upon demand reimburse Alinta Energy for that amount and any associated costs.

## 11. Right to disconnect

On expiry or termination of this Agreement, Alinta Energy or the Operator may disconnect the Customer's Electrical Installation from the SWIS, and any Metering Installation installed at the Point of Supply. The Customer must not interfere with Alinta Energy's and the Operator's rights under this clause 11.

## 12. Definitions

**Access Arrangement** is an access arrangement for the SWIS brought into effect under the Code by the approval of the ERA.

**Access Law** is the laws governing third party access to the SWIS applicable to a party under Law from time to time during the term of this Agreement including, without limitation, the *Electricity Transmission and Distribution Systems (Access) Act 1994 (WA)*, the EIA, the Codes and the Access Arrangement which relates to third party access to the SWIS, the ETR, the EDR and the Technical Rules.

**Codes** is the Metering Code and the *Electricity Networks Access Code 2004 (WA)* made by the Minister under Part 2 and Part 8 of the EIA respectively.

**EDR** is the *Electricity Distribution Regulations 1997 (WA)* and EDR followed by a number refers to the regulation with the corresponding number in the *Electricity Distribution Regulations 1997 (WA)*.

**ERA** is the Economic Regulation Authority established under the *Economic Regulation Authority Act 2003 (WA)*.

**ETR** is the *Electricity Transmission Regulations 1996 (WA)* and ETR followed by a number refers to the regulation with the corresponding number in the *Electricity Transmission Regulations 1996 (WA)*.

**Metering Code** is the *Electricity Industry (Metering Code) 2012 (WA)*.

**Point Specific Actual Demand** is, when measuring active power (as expressed in kW) or apparent power (expressed in kVA) as applicable, the rate at which electricity is transferred from the SWIS to the Customer's Electrical Installation at a point specified in the "Point of Supply Details – Western Australia" in the Particulars of Contract or otherwise notified by Alinta Energy to the Customer from time to time, as measured by the Metering Installation.

**Technical Rules** are Technical Rules as defined in the Code.