

2024

Electricity Supply Agreement for Embedded Network Customers

AUSTRALIAN CAPITAL TERRITORY
NEW SOUTH WALES
QUEENSLAND
SOUTH AUSTRALIA
VICTORIA
WESTERN AUSTRALIA



Contents

1. Overview of this Agreement	2
2. Scope of this Agreement.....	2
3. Commencement and Termination	2
4. Right to Cancel.....	3
5. Transfer of Service	3
6. Security Payments.....	3
7. Charges and Fees	3
8. Modifications to Fees and Charges.....	4
9. Billing and Payments	4
10. Invoice Disputes.....	4
11. Customer Responsibilities	4
12. Smart Meters and Service Interruptions.....	5
13. Parties Involved in Your Electricity Supply	5
14. Disconnection Conditions	6
15. Termination of Agreement.....	6
16. Post-termination Procedures	6
17. Moving Premises	7
18. Renewable Energy and Feed-in Tariffs.....	7
19. Amendments to this Agreement	7
20. Force Majeure Events	7
21. Compliance with Regulations	7
22. Limitation of Liability	7
23. Guarantees and Legal Rights.....	8
24. Governing Law.....	8
25. Privacy and Credit Information	8
26. Marketing Communications	8
27. Notices	8
28. Customer Support and Complaints.....	8
29. Assignment	9
30. Interpretation	9
31. Contact Us.....	9
32. Definitions	9

1. Overview of this Agreement

Welcome to NeoGrids. This document outlines the terms and conditions between NeoGrids and you, the customer, for the provision of electricity at your specified location within an embedded network (Supply Address). Each supply address will be treated as a separate contract if we supply more than one supply address.

2. Scope of this Agreement

This Agreement is designed for both Small Customers and Other Customers.

If you are a Small Customer, you are entitled to additional regulatory protections. Your classification as a Small Customer is determined by the Regulatory Requirements.

According to these requirements, you qualify as a Small Customer if:

- You are a Residential Customer (except in Western Australia).
- You are a Business Customer in New South Wales, Queensland, or the Australian Capital Territory and use less than 100 MWh of electricity per year.
- You are a Business Customer in South Australia and use less than 160 MWh of electricity per year.
- You are a Business Customer in Victoria and use less than 40 MWh of electricity per year.

Note that customers in Western Australia are not classified as Small Customers.

If you do not meet these criteria, we can still provide you with electricity under this Agreement, but the additional regulatory protections will not apply. In this Agreement, you are referred to as an Other Customer. We have explained any differences in the treatment between Small Customers and Other Customers throughout this Agreement.

It is your responsibility to notify us if your electricity usage changes significantly, as this may change your classification from a Small Customer to an Other Customer or vice versa.

3. Commencement and Termination

The Agreement starts the Business Day after the Acceptance Date and remains active until terminated by either party. We will begin supplying electricity from the agreed Supply Start Date, which follows the cooling-off period or the date we connect or transfer your service.

4. Right to Cancel

You have the right to cancel this contract within 10 Business Days from either the Acceptance Date or receipt of the Agreement and disclosure statement. Cancellation can be done by contacting us or returning the cancellation notice provided.

5. Transfer of Service

If we are not your current supplier, we will handle the transfer of your electricity service from your existing retailer. This process can be cancelled by us under certain conditions such as unmet credit requirements, incorrect information or for any other reason as long as it is not unreasonable to do so.

6. Security Payments

We may require a security deposit depending on our assessment of your creditworthiness. Interest on the deposit will be paid to Small Customers as required by applicable Regulatory Requirements. Deposits can be used to cover unpaid bills and will be refunded or credited back to your account if it is no longer needed.

7. Charges and Fees

You are responsible for paying all charges associated with the supply of electricity, which include:

- **Daily Supply Charges** – Fixed daily fee, irrespective of your electricity consumption
- **Electricity Usage Charges** – Fee based on the volume of electricity you use
- **Network and Distributor Charges** - Charges by your Distributor for services provided to your Supply Address that are not included in the supply or electricity usage charges. Network Charges are set by your Distributor. If you choose to purchase electricity from a different retailer, we will continue to invoice you directly for Network and Distributor Charges directly unless we reach another agreement with your retailer of choice. This means that you will receive two invoices, one from us for Network and Distributor Charges and one from your new retailer for electricity supply usage charges.
- **Metering Charges** – Fees for metering-related services provided by a Meter Service Provider at your Supply Address, which are not included in the supply or usage charges. This includes fees for disconnection, connection, meter work, and meter readings.

- **Taxes** – Any taxes (including GST), duties, levies, regulated charges, costs, fees, and other charges we must pay directly or indirectly when supplying electricity to you.

Additional fees may apply for services like disconnection and reconnection and payment processing. You can find out more about these all of our additional fees at www.neogrids.com.au.

8. Modifications to Fees and Charges

We reserve the right to adjust the charges at any time with appropriate notice. For Small Customers, we will notify you of any changes at least five (5) Business Days (or ten (10) in Queensland for increases) in advance, as required by the Regulatory Requirements. Otherwise we will notify you of any modifications to fees and charges as soon as practicable, but no later than your next bill after the variation. The notice of variation may be by a message on your bill.

9. Billing and Payments

Invoices will be sent to your chosen address, physical or electronic. Usage charges are based on meter readings or estimates. Invoices will be issued monthly and must be paid in full by the due date. We offer various payment methods and assistance for financial hardship. Please notify us as soon as possible if you are experiencing financial hardship and we will assist you by offering a range of payment plans and government support initiatives that you may be eligible for.

10. Invoice Disputes

If you dispute a charge on your bill, you can request us to review it. We will carry out the review following our standard complaints and dispute resolution procedures, which are available at www.neogrids.com.au. While under review, you must still pay the undisputed amounts by the due date.

You may request a meter test, to which we can request payment for (except for Small Customers in Victoria or Queensland). Refer to our additional fees at www.neogrids.com.au. This amount will be refunded (or set off against any outstanding amount on your bill) if the meter is found to be faulty.

11. Customer Responsibilities

You must ensure all provided contact details are accurate and updated. It is your responsibility to notify us if your electricity usage changes significantly, as this may change your classification from a Small Customer to an Other Customer or vice versa.

You acknowledge that the meter is owned by us and allow safe and easy access to the meter for readings, testing, maintenance and replacement. Ensure your electrical infrastructure at your Supply Address is in good condition and only allow qualified professionals perform any work in relation to electrical infrastructure.

You agree to take reasonable steps to minimise any loss or damage you experience in relation to this Agreement.

12. Smart Meters and Service Interruptions

You agree electricity supply may be temporarily interrupted for meter installation, replacement or maintenance, and we will notify you in advance if practicable or required in accordance with Regulatory Requirements. If you have a basic meter servicing your Supply Address, we may choose to upgrade to a smart meter at no cost to you.

13. Parties Involved in Your Electricity Supply

Your Supply Address is connected to an Embedded Network. The Distributor is responsible for connecting the Embedded Network in which your Supply Address is located to the broader distribution system and ensuring the quality and reliability of electricity supplied to the network. The Embedded Network Owner is responsible for the supply from the network to your Supply Address.

As your energy retailer, we do not control the physical supply of electricity. Therefore, we are not responsible for its safety, quality, continuity, or reliability beyond what is outlined in this Agreement. We will typically arrange for a Meter Service Provider or the Embedded Network Owner to connect your Supply Address to the internal network.

The quality and reliability of your electricity supply may be affected by factors beyond our control, such as accidents, emergencies, weather conditions, vandalism, system demand, technical limitations, and actions by the Distributor or the Embedded Network Owner.

Your electricity supply may be interrupted or limited due to various reasons, including requirements by the Embedded Network Owner or Distributor, emergencies, equipment failure, maintenance, regulatory directives, or insufficient electricity availability. We will inform you of any such events and comply with notice requirements as per Regulatory Requirements. You must cooperate with reasonable requests from the Embedded Network Owner or Distributor and allow them to enforce their rights.

If you report a supply interruption, we will notify your Embedded Network Owner and/or the Distributor as soon as possible.

14. Disconnection Conditions

If you have given us your current contact details, we will notify you before disconnecting your electricity. For Small Customers, we will also comply with any notice requirements under the Regulatory Requirements including those which may be specific to your Supply Address.

We may disconnect your electricity supply in the following situations, unless restricted by the Regulatory Requirements including those which may be specific to your Supply Address:

- if you request disconnection.
- if you are a Small Customer and fail to pay your bill or other charges by the due date.
- if you are an Other Customer and do not pay your bill or other charges by the due date.
- if your meter has not been read for three consecutive periods due to lack of access.
- if you refuse to provide a security deposit.
- if you use electricity fraudulently or in violation of Regulatory Requirements.
- if you do not agree to a required instalment plan or other payment arrangement.
- if you do not follow the terms of an agreed instalment plan or payment arrangement.

15. Termination of Agreement

Either party can terminate the Agreement with ten (10) Business Days' notice. The contract ends if you switch to another retailer, request disconnection, or enter a new Agreement with us. Additional conditions may apply if you are disconnected.

16. Post-termination Procedures

If the contract ends but you continue to receive electricity from us, we will continue supplying on the same terms until a new Agreement is in place. Certain provisions of the contract will remain effective post-termination. The Agreement ending does not prejudice any rights, obligations or remedies that you or we have that accrued before the Agreement ends.

17. Moving Premises

Please notify us at least three (3) Business Days before moving. You will need to provide a forwarding address for your final bill. You are responsible for charges up to the date of the move or until we are notified and the meter is read.

18. Renewable Energy and Feed-in Tariffs

You need consent from us, the Building Owner, and the Distributor to install renewable solar energy system. We may offer feed-in tariffs for electricity generated by your solar system and fed back into the network, subject to Regulatory Requirements.

19. Amendments to this Agreement

We can amend the contract terms with 20 Business Days' notice and you accept the amended terms by not terminating this Agreement during the period We may also vary your Agreement by notice to you if we need to do so because changes to Regulatory Requirements require us to do so.

20. Force Majeure Events

Force majeure refers to events beyond control that prevent either party from fulfilling obligations. The affected party must notify the other and attempt to mitigate the impact.

21. Compliance with Regulations

This Agreement incorporates all relevant Regulatory Requirements. In case of inconsistencies, the Regulatory Requirements including those which may be specific to your Supply Address will prevail.

22. Limitation of Liability

Our liability is limited to the extent permitted by law. We are not responsible for losses caused by the Distributor or Building Owner. You indemnify us or any third party we use to deliver services under this Agreement against losses or damages arising from your breach of this Agreement or negligence.

If you are a Small Customer or a Residential Customer (except if you are a Residential Customer in Western Australia), nothing in this clause entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.

23. Guarantees and Legal Rights

This Agreement includes specific guarantees and rights as set out by law. If any part of the contract is invalid, the remaining provisions remain effective.

24. Governing Law

The laws of the state or territory where your Supply Address is located govern this contract. You submit to the non-exclusive jurisdiction of the courts in that state or territory.

25. Privacy and Credit Information

We comply with all relevant privacy laws regarding your personal information. Our Privacy Policy is available on our website www.neogrids.com.au. We collect and use your personal, credit-related, and confidential information to provide services. This information may be shared with agents, contractors, related companies, and regulatory bodies as required. We may also provide your information to credit providers under the Privacy Act 1988 for the purpose of assessing your credit worthiness and to notify of a default in payment.

26. Marketing Communications

We may send you information about other products and offers. You can opt-out of these communications at any time by notifying us.

27. Notices

Notices will be sent to your nominated address or electronically. If no address is provided or contact is not possible, notices will be sent to your Supply Address and you will be deemed to have received it.

28. Customer Support and Complaints

We are committed to providing you with excellent service. For inquiries, complaints or disputes regarding your bill, please contact our customer service team by email support@neogrids.com.au or 03 6316 5000. We will handle your complaint in accordance with our Complaints Handling Policy which is available at www.neogrids.com.au and we will notify you of our outcome. If you are not satisfied with our response, you have the right to complain to the energy Ombudsman in your State:

- Energy and Water Ombudsman NSW Reply Paid 86550, Sydney South NSW 1234 1800 246 545, complaints@ewon.com.au

- Energy and Water Ombudsman Queensland PO Box 3640 South Brisbane BC Qld 4101, 1800 662 837, complaints@ewoq.com.au
- Energy and Water Ombudsman Victoria Reply Paid 469, Melbourne VIC 8060, 1800 500 509, ewovinfo@ewov.com.au

29. Assignment

You cannot transfer this contract without our consent. We may transfer, assign or novate the Agreement or transfer you as a customer to any third party or any of our related bodies corporate without your consent. You will be notified of any such changes.

30. Interpretation

Unless specified otherwise, terms in the singular include the plural and vice versa. References to a person include entities and successors.

31. Contact Us

Our Customer Service Team can be contacted on -

Phone: (03) 6316 5000

Email: support@neogrids.com.au

Mail: NeoGrids, Level 19, 180 Lonsdale Street, Melbourne VIC 3000

Interpreter: TIS National - 13 14 50

National Relay Service:

- Speak and Listen number: 1300 555 727
- SMS Relay Number: 0423 677 767

32. Definitions

Key terms used in this Agreement are defined to ensure clarity and understanding.

Acceptance Date means the date listed in the Details section. If no date is specified, it is the date you sign the Details section or accept this Agreement over the phone or online.

Agreement includes the Details section and the Agreement Terms.

Agreement Terms means the terms and conditions outlined in this document.

Billing Period means any period for which a bill is or may be issued.

Building means the building where your Supply Address is located.

Building Owner means the owner of the Building or the body corporate/owners corporation for the Building, as applicable.

Business Customer means a Small Customer who is not a Residential Customer.

Business Day means a day that is not a Saturday, Sunday, or public holiday in the capital city of the state where your Supply Address is located.

Charges means the charges and fees described or set out in this Agreement.

Customer means either a Small Customer or an Other Customer.

Details Section means the document titled Details section provided with these Agreement Terms, which may include a separate Price Sheet.

Distributor means the entity authorized or licensed to supply distribution services through the distribution system to which the Building is connected and connected to the national electricity market.

Due Date means the date by which you must pay your bill, as set out on the bill or agreed upon by us.

Embedded Network means the private electrical infrastructure within the Building that distributes electricity through the Building to your Supply Address, excluding any electricity metering equipment.

Excluded Loss means:

- Loss of profit, revenue, or anticipated savings
- Loss or denial of opportunity
- Loss of access to markets
- Damage to credit rating or goodwill
- Financing costs
- Special, incidental, or punitive damages
- Any loss or damage arising from special circumstances outside the ordinary course of things

Exemption means the retail and/or network exemption (as applicable) that allows us to provide Retail Services or Network Services at the location of your Supply Address.

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

Impacted Person means either us or you when either party is prevented from performing an obligation under this Agreement due to Force Majeure.

Last Resort Event means an event or circumstance that triggers the operation of the retailer of last resort scheme concerning us under the Regulatory Requirements.

Meter Service Provider means any person providing services on our or your Distributor's behalf in relation to:

- The meter, including reading, installing, inspecting, testing, repairing, maintaining, altering, or replacing it
- Processing meter data and providing it to us and other third parties connected with your energy supply
- Energy supply, such as disconnection or reconnection
- Coordination of the above services

National Energy Retail Law means the law applicable in:

- South Australia: under the National Energy Retail Law (South Australia) Act 2011
- New South Wales: under the National Energy Retail Law (Adoption) Act 2012 (NSW)
- Australian Capital Territory: under the National Energy Retail Law (ACT) Act 2012
- Queensland: under the National Energy Retail Law (Queensland) Act 2014

National Energy Retail Rules means the rules established under the National Energy Retail Law.

Network Charges means any amounts we incur related to external network charges attributable to electricity consumed by you at the Supply Address, excluding internal network charges.

NeoGrids Company means to us and any of our Related Bodies Corporate.

Other Customer means a Customer who is not a Small Customer, as detailed in clause 2.

Price Sheet means a document that outlines the usage and supply Charges and most other Charges.

Regulatory Requirements means all relevant Acts, regulations, codes, procedures, other statutory instruments, licenses, proclamations, and laws applicable to the sale and supply of electricity to your Supply Address. These include the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth) and, in:

- New South Wales, Queensland, and South Australia: the National Energy Retail Law and the National Energy Retail Rules
- Victoria: the Electricity Industry Act 2000 (Vic) and the Energy Retail Code of Practice
- Australian Capital Territory: the National Energy Retail Law, the National Energy Retail Rules, the Utilities Act 2000 (ACT), and the Consumer Protection Code

Related Bodies Corporate means as defined in the Corporations Act 2001 (Cth).

Related Company means any company:

- That is a NeoGrids Company;
- In which a NeoGrids Company has an interest, such as a joint venture; and
- With whom a NeoGrids Company has a commercial relationship.

Residential Customer means a Customer who purchases electricity primarily for personal, domestic, or household use.

Security Deposit means an amount of money or other arrangement provided as security against non-payment of a bill.

Small Customer means a Small Electricity Customer, excluding customers in Western Australia.

Small Electricity Customer defined as:

- In New South Wales, South Australia, Queensland, and the Australian Capital Territory: a small customer for the purposes of the National Energy Retail Law
- In Victoria: a relevant customer for the purposes of section 36 of the Electricity Industry Act 2000 (Vic)

Supply Address means the premises specified as the supply address in the Details section.

We and **Us** means NeoGrids Pty Ltd.