

SUPPLEMENTARY CONFIDENTIAL ATTACHMENT A

EC2009-010 – Supply of Retail Electricity to Contestable Sites

Retail Electricity Supply Agreement

NSW State Contract Control Board
Customer Agreement 069/777 – Retail Supply of Electricity

Schedule 15

Retail Electricity Supply Agreement

Contract 069/777

Operative provisions:

1. Definitions and Interpretation

1.1 In this Agreement unless the contrary intention appears:

"Accredited Metering Service Provider" means a metering provider & meter data agent registered with the Market & System Operator or its successors, assigns and substitutes;

"Act" means the **Electricity Supply Act 1995 (NSW)**, **Electricity Supply Amendment Act 2000 (NSW)** and **Electricity Supply Amendment Act 2005 (NSW)**;

"Agreement" means this agreement including the recitals and Schedules and the Request for Tender which is incorporated into this Agreement by reference;

"Business Day" means a normal working day (not being a public holiday, Saturday or Sunday);

"Commencement Date" means the date specified as the commencement date in Item 2 of Schedule 1 which will be one of the following dates:

- (a) In the case of a Customer already being supplied with electricity by the Contractor, the date of application of the Retail Electricity Charges.
- (b) In the case of a Customer not already being supplied with electricity by the Contractor, the date on which the Market and System Operator consents to the transfer of the Customer to the Contractor from any previous supplier.

"Contract Period" means the period specified in Item 2 of Schedule 1;

"Contractor" means the party referred to as such in Attachment 2 of this Agreement;

"Customer" means the party referred to as such in Attachment 2 of this Agreement;

"Deed of Agreement" means the head agreement between the NSW State Contracts Control Board and the Contractor entitled Deed of Agreement for Retail Electricity Supply Agreement dated on or about 25 November 2005;

"DEUS" means the NSW Department of Energy, Utilities and Sustainability;

"Distribution System" means the electricity power lines and associated equipment and electricity structures that are used to convey and control the conveyance of electricity to the premises of wholesale and retail Customers, or to convey and

control the conveyance of electricity to, from and along the rail network electricity system operated by the State Rail Authority, but does not include the Transmission System;

"Distributor" means a person who owns or controls a Distribution System or Network;

"Electricity Distributor" means a person or organisation who owns or controls a Distribution System;

"Force Majeure" in relation to a party, means any cause outside the affected party's control including, but not limited to, an act of God, fire, lightning, explosion, flood, subsistence, insurrection or civil disorder, war or military operation, sabotage, vandalism, embargo, government action, or compliance in good faith with any law, regulation or direction by any Federal, State or Local Government or authorities, any network failure, or any failure on the part of the Network Operator or a generator, industrial disputes of any kind;

"Greenhouse Gas Emissions Abatement Charge" means costs, charges or expenses associated with the Contractor complying with NSW Legislation Imposing greenhouse gas emission targets for NSW Retail Supplier's Licences. The costs, charges or expenses nominated in the Retail Electricity Charges by the Contractor are paid by the customer;

"Green Power" means electricity supplied through a DEUS – accredited Green Power Scheme accredited under the National Green Power Accreditation Program or electricity supplied through any other accreditation scheme endorsed or approved from time to time by the NSW State government relating to environmentally sound power generation;

"Host Distributor" means the Electricity Distributor responsible for the connection and physical supply of electricity to the Customer under a Customer connection contract made in accordance with the Act;

"IPART" means the Independent Pricing and Regulatory Tribunal;

"Item" means any Item referred to in a Schedule to this Agreement;

"Loss Factors" are the distribution loss factor and the intra-regional loss factor (as defined in the National Electricity Code) used under the National Electricity Code to calculate the price or quantity of electricity supplied to the customer from the generator. These loss factors can be changed by IPART, NEMMCO or the ACCC. In accordance with standard industry practice, the relevant energy tariff

rates are multiplied by each of the relevant loss factors for the particular site. Losses are paid for by the customer;

"Market and System Operator" means the Market and System Operator which at the time of execution of this Agreement is the National Electricity Market Management Company (NEMMCO);

"Metering Equipment and Services" means the equipment and services referred to in Item 6 of Schedule 1;

"Network Charges" means any charges which relate to use of the transmission and or/distribution Network;

"Network Operator" means a Transmission Operator or Electricity Distributor;

"Other Charges" means the charges listed in Item 17 of Schedule 1;

"Parties" means the Contractor and Customer and **"Party"** means any one or both of the Parties as the context requires;

"Point of Supply" means the point of supply described in Item 3 of Schedule 1;

"Renewable Energy Compliance Charge" means costs, charges or expenses associated with the Contractor complying with the Renewable Energy (Electricity) Act 2000 and the Renewable Energy (Electricity) (Charge) Act 2000. The costs, charges or expenses nominated in the Retail Electricity Charges by the Contractor are paid for by the customer;

"Request for Tender" means the request for tender for the Retail Supply of Electricity for Large Sites, Streetlighting and Traffic Signals using types 3, 4 or 7 meters including Streetlighting Cross-Border Feeds from Queensland and Victoria;

"Retail Electricity Charge" means the Retail Electricity Charges referred to in Item 5 of Schedule 1;

"Retail Electricity Supply" means the supply of electricity to a Customer in accordance with the terms and conditions of this Agreement and in accordance with the Act which may be defined by characteristics such as load, load profile and other information;

"Retail Supplier" means a person or organisation who supplies electricity under a Customer supply contract in accordance with the Act;

"Retail Supplier's Licence" means a licence referred to in the Act;

"Schedule" means a Schedule to this Agreement;

"Site" means the site or sites listed in Item 1 of

Schedule 1;

"Termination Date" is the first reading event on or after the expiry date specified in Item 4, Schedule 1 of the Deed of Agreement for the relevant component of electricity supplied by the Contractor. Where the normal meter reading cycle for types 3/4/7 metered sites occurs after the nominated contract end date in Item 4, Schedule 1 of the Deed of Agreement, the contracted rates must apply until the normal meter reading cycle occurs;

"Transmission Operator" means a person who owns or controls a Transmission System;

"Transmission System" means any electricity power lines and associated equipment and electricity structures that are a transmission system by virtue of an order in force under the Act;

"Value Added Services" means the services referred to in Item 13 of Schedule 1;

"Week" means 7 calendar days in this Agreement.

1.2 Unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to an agreement, code or another instrument includes any variation or replacement of either of them;
- (c) a reference to a Schedule is a reference to a Schedule to this Agreement and a reference to this Agreement includes a recital or Schedule;
- (d) a reference to a clause is a reference to a clause of this document unless explicitly stated otherwise;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) the word person includes a firm, body corporate, unincorporated association or an authority;
- (g) a reference to a person includes the person's permitted assigns and substitutes (including, without limitation, persons taking by novation);
- (h) all monetary amounts are expressed in Australian currency;
- (i) if an event which would normally occur on a business day, must occur on a stipulated day which is not a business day it will be taken to be the next Business Day;
- (j) if a period of time is specified as a date from a given day or the day of an act or event, the period is to be calculated exclusive of that day;

- (k) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later unless specifically indicated otherwise; and
 - (l) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally.
- 1.3 Headings are included for convenience and do not affect the interpretation of this Agreement.
 - 1.4 Capitalised words which are not defined in this Agreement have the same meaning as in the Act.
 - 1.5 The Schedules form part of this Agreement and may contain additional terms and conditions of supply as are from time to time specified in Item 9 Schedule 1. If there is any inconsistency between the additional terms and conditions from time to time set forth in Item 9 and the other terms and conditions of this Agreement including the Schedules, the provisions of Item 9 shall prevail to the extent of the inconsistency.
 - 1.6 Any organisations, associations, societies, groups or bodies shall, in the event of them ceasing to exist or being reconstituted, or renamed or replaced or the powers or functions of any of them are transferred to any other entity, body or group, refer respectively to any such entity, body or group, established or constituted in lieu thereof or succeeding to similar powers or functions and that such a change will not require consent under clause 27.3.
 - 1.7 If there is any inconsistency between this and the NSW State Contract Control Board Deed of Agreement and the Retail Electricity Supply of Deed of Agreement, the terms of the NSW State Contracts Control Board Deed of Agreement will prevail.

2. Supply of Electricity

Supply

- 2.1 The Contractor, being a Retail Supplier, agrees to supply and to sell electricity to the Customer and the Customer agrees to take, at the Point or Points of Supply, and to purchase electricity from the Contractor on the terms and conditions of this Agreement.
- 2.2 Subject to clauses 3.2 and 5.1, the Contractor will arrange for the retail supply of electricity in accordance with this Agreement to the Customer at the Site.
- 2.3 Subject to clause 2.5 and 3.1, the retail electricity supplied by the Contractor under this Agreement will meet the specifications in Item 4 of Schedule 1.
- 2.4 The Contractor will supply the Value Added Services (if any) at the prices specified in Item 13 of Schedule 1.
- 2.5 The Contractor will supply the quantity of Green Power (if any) specified in Item 14 of Schedule 1 at the price specified in Item 5 of Schedule 1.

Title and Risk

- 2.6 Title to and risk of ownership in respect of the electricity supplied under this Agreement shall pass to the Customer at the relevant Point of Supply.

Reliability and Quality of Supply

- 2.7 The Customer acknowledges that the Contractor is not the Network Operator and has no control over the reliability and quality of electricity provided and that the Contractor is not liable to the Customer under this Agreement or to any person claiming through the Customer for any costs, expenses, losses, damages, or claims for any partial or total failure to supply electricity under this Agreement arising through any cause that is due to the act or omission of a Network Operator or that is otherwise not due to an act or omission of the Contractor or its representative.

Customer Focus and Service

- 2.8 The Contractor agrees to implement the special arrangements for maintaining Customer focus and providing Customer service (if any) referred to Item 15 of Schedule 1.

3. Customer's Obligations

- 3.1 Subject to clause 3.4(a), the Customer will not significantly change its electricity demand and consumption pattern specified in Item 4 of Schedule 1, the latter being specified if available at the time of execution.
- 3.2 The Customer will ensure that the Site is and remains physically connected to the local Distribution System.
- 3.3 The Customer agrees to comply with the obligations placed upon it by any connection contract relating to the connection of the Customers Site to the local Distribution System.
- 3.4 The Customer will notify the Contractor if, at any time during the term of this agreement:
 - (a) it proposes to significantly alter its demand and consumption pattern specified in Item 4 of Schedule 1 at least two days prior to the event where practicable; or
 - (b) it becomes aware of any circumstances which may prevent it from complying with its

obligations under this Agreement as soon as practicable after it becomes aware of those circumstances.

4. Retail Electricity Charges

- 4.1 The Customer will pay the Contractor the Retail Electricity Charges for the Contract Period.
- 4.2 Not Applicable.
- 4.3 The Contractor will be responsible for payment of statutory costs and regulated charges and will pass on to the Customer such statutory costs and regulated charges at cost as determined within the framework set by IPART and/or the Market and System Operator and/or such other appropriate body from time to time. All such costs and charges in force at the commencement of this Agreement are specified in Item 16 of Schedule 1. Renewable Energy Certificates (REC) costs and Greenhouse Abatement costs will be paid at the rates shown in Item 5 of Schedule 1.
- 4.4 The Contractor will also pass on to the Customer at cost the Other Charges listed in Item 17 of Schedule 1.
- 4.5 The Customer will pay for any Value Added Services at the prices indicated in Item 13 of Schedule 1.
- 4.6 The Contractor agrees that the Retail Electricity Charges are maximum charges not subject to increase.

5. Metering and Metering Charges

Type 3 or 4 or 7 Meters

- 5.1 Subject to Clause 20, the Contractor will appoint the Accredited Metering Service Provider specified by the Customer in Item 6 of Schedule 1, for the provision of all metering services including but not limited to provision, installation, servicing, maintenance of metering equipment and meter reading and data forwarding at the Points or Point of Supply as required by the Market and System Operator in accordance with the National Electricity Code.
- 5.2 The Parties agree that the Accredited Metering Service Provider may be changed during the Contract Period.
- 5.3 The Contractor will be responsible for payment of all costs and charges for metering services related to the Retail Electricity Supply under this Agreement and will pass on to the Customer such costs and charges at cost.

Type 7 Meter

- 5.4 'Type 7' meters (being meter databases) are the responsibility of the Network Service Provider. The

Contractor shall assist with registration of the relevant load and inventory tables for customers.

6. Meter Testing

- 6.1 If the Customer requires its Meter to be tested the Contractor shall refer the Customer to the Electricity Distributor or Meter testing authority that will test the Meter at a charge for services which may be payable in advance. The Contractor shall give a copy of the results of the test if the testing authority does not do so.
- 6.2 If the Meter is accurate, the Customer shall be responsible for paying all testing charges and any amount in dispute that is outstanding as a result of the customer disputing the accuracy of the meter reading.
- 6.3 If the Meter is defective and favours the customer by more than the amount allowable in the Metering Standards, the Customer shall pay the difference between the Metered consumption and the calculated actual consumption, and the Contractor shall reimburse the Customer for the testing charges.
- 6.4 If the meter is defective and favours the Contractor by more than the amount allowable in the Metering Standards, the Contractor shall reimburse the difference between the metered consumption and the calculated actual consumption, and the Contractor shall reimburse the testing charges.

7. Network Charges

- 7.1 The Customer agrees to pay the Contractor all reasonable charges including, without limitation, all statutory and regulatory charges levied by the Network Operator in respect of the Site including, without limitation, any costs of connecting the Site to the Distribution System and use of the Distribution System.

8. Payment

- 8.1 The Contractor will issue accounts to the Customer:
 - (a) monthly in arrears for electricity usage unless otherwise agreed to between the parties; and
 - (b) in all other cases as soon as practicable after the relevant charges have been incurred;
 and the Customer will pay the account in full within 21 days from the date of the invoice of such account or such other date as may be specified in the account, being not less than 21 days ("Due Date") unless otherwise specified in Item 12 of Schedule 1.
- 8.2 The Contractor agrees that the accounts will include the information specified in Schedule 2, Part 1, Item

10 of the Retail Electricity Supply (General) Amendment (Customer Contracts) Regulation and any other information specified in Item 21 of Schedule 1.

- 8.3 The Contractor agrees to submit to the Customer a single monthly account which will include, but not be limited to, the Retail Electricity Charges, Network Charges and all Other Charges associated with the Retail Electricity Supply to the Site.
- 8.4 The Contractor agrees to Itemise the Retail Electricity Charges and the Network Charges and the Contractor also agrees that all Other Charges other than the Retail Electricity Charges will be Itemised separately on the accounts together with a clear explanation of what the charges are for and the basis upon which they have been calculated. The Contractor agrees that as a minimum the account will separately identify energy charges, Network Charges and regulatory charges where appropriate such charges will be further Itemised by tariff type. Where there is more than one Site for the Customer, the Itemisation of the charges will be on a Site by Site basis.
- 8.5 If the Customer disputes the accuracy of an account prior to the Due Date, and the account is subsequently found to be inaccurate, the Contractor will issue an amended account and the Due Date for the amended account will be calculated from the date of issue of the amended account.
- 8.6 If the Customer reasonably disputes an invoice it will pay an amount which it reasonably estimates to be the amount properly payable in accordance with the Agreement within the period specified in clause 8.1.
- 8.7 If a Party ("first Party") becomes aware that the other Party has made an error in an amount invoiced or paid under this Agreement:
- (a) the first Party shall notify the other Party within 7 days of becoming aware of that fact; and
 - (b) provided that the Customer consents to the Contractor's calculation of the amount of the error, the Contractor will credit or debit the Customer's next account with the amount necessary to rectify the error.

9. Set-off

- 9.1 A Party may set off any amount owing to it under this Agreement against any amount which is payable by that Party under this Agreement.
- 9.2 Neither Party may set off any amount payable by or owing to it otherwise than under this Agreement against any amount which is payable by or owing to that Party under any other agreement.

10. Inconsistency

- 10.1 The Parties shall comply with the obligations imposed on them by all relevant laws and regulations except where those obligations are inconsistent with this Agreement, in which case the provisions of this Agreement shall prevail to the extent permitted by law.

11. Term and Termination

Term and Termination for Breach

- 11.1 This Agreement shall commence on the Commencement Date and will continue until the Termination Date unless terminated earlier in accordance with this clause 11.
- 11.2 Notwithstanding any other provision of this Agreement, either party may give 30 days prior written notice to the other party to terminate this Agreement. if:
- (a) a receiver, administrator or liquidator is appointed over any part of the Party's undertaking or assets; or
 - (b) the party is in breach of any obligation under this Agreement and fails to rectify such breach within 14 days of a notice of breach being served by the other party; or
 - (c) the party has been in repeated breach of this Agreement and continues to repeat the breach despite receipt of a notice from the other party requesting non recurrence of the same breach.
- 11.3 In the event of termination under clause 11.2, the Customer may recover from the Contractor the amount of any loss or damage suffered by the Customer as a result of the termination. This clause will survive the termination.
- 11.4 Upon termination of this Agreement the Contractor shall have the right to advise the Market and System Operator that the Contractor is no longer the Customer's Retail Supplier and subject to the National Electricity Code it is not liable for any retail supply costs incurred by the Customer after the Termination Date.
- 11.5 The Customer's obligation to pay any amount due to the Contractor under this Agreement is a continuing obligation, separate and independent from the other obligations of the Customer and survives termination of this Agreement.
- 11.6 The Contractor may also request the Host Distributor to disconnect a Point of Supply from the Host Distributor's Distribution System pursuant to

any right or obligation to disconnect the Point of Supply set out by law or if this Contract has been terminated and the Customer has not made arrangements for another Retail Supplier to assume financial responsibility to the Market and System Operator for electricity consumed at the point of Supply. The Contractor may charge the Customer for any cost it incurs in arranging disconnection.

12. Force Majeure

12.1 If a force majeure event occurs and prevents a party (in this clause the "affected party") from performing in full any of its obligations under this Contract, the affected party must notify the other party of the nature of the force majeure event, the time of its commencement and likely duration and the extent to which its obligations are affected.

Provided that the affected party notifies the other party as soon as practicable after it becomes aware of a force majeure event, its obligations under this Contract are suspended to the extent that the affected party is prevented from performing them. However, a force majeure event shall not suspend any obligation to make a payment to the other party.

The affected party must use its reasonable endeavours to overcome the effect of a force majeure event, but nothing in this clause shall require the affected party to settle any industrial dispute.

12.2 Performance of the relevant obligations must recommence once the relevant force majeure event has been rectified or ceases to exist.

The contractor shall also be entitled to suspend any requirement on it to:

- (a) register as the market customer for the supply points if it can't gain access to the Market Operator's customer transfer system;
- (b) read any meter if it can't gain access to the meter because the telecommunication system attached to the meter is inoperative and there is no other reasonable way for it to read the meter, or
- (c) send the Customer a bill if for any reason (including power failure, sabotage, computer failure) the contractor's billing system fails. An obligation of a party under this Agreement (other than in respect of an obligation to pay money) shall be suspended during the time and to the extent that the Party is prevented from or delayed in complying with that obligation for Force Majeure, provided that Party complies with its obligations under 12.2 in respect of the Force

Majeure and provided that the Force Majeure does not continue for more than 1 week.

12.3 A Party affected by Force Majeure must give to the other Party particulars of the Force Majeure and take reasonable steps to promptly remove or mitigate the relevant Force Majeure, except that the Party will not be obliged to settle a strike, boycott or other Industrial Dispute.

13. Information and Communication

13.1 The Customer will provide the Contractor with all the information reasonably requested for the purposes of this Agreement and will notify the Contractor of any changes in that information.

13.2 This Agreement is confidential and cannot be disclosed except:

- (a) to the Customers employees, advisors, auditors or consultants who are similarly bound not to disclose it; or
- (b) with the approval of both Parties; or
- (c) if required by law or the stock exchange; or
- (d) to the Contractors shareholders, parent corporation or their shareholders; or
- (e) to the Electricity Distributor or Metering Provider to assist them with the connection and supply; or
- (f) if strictly needed for legal proceedings; or
- (g) if this Agreement as already become generally available without a Party being in breach of the Agreement; or
- (h) to any Retail Supplier in relation to the customers billing history.

13.3 If the Customer is required to disclose information under (a) or (b) above the Customer agrees to use reasonable endeavours to ensure those who receive the information do not disclose it except to those others to whom the Customer could disclose and the Contractor will be similarly bound.

13.4 The Contractor shall be entitled to use the Customers information including the Customers supply address, electricity usage, metering data agent and other similar or related information:

- (a) for internal purposes and reporting to the Contractors shareholders, parent company or their shareholders;
- (b) to comply with the Contractors obligations under this Agreement; or

- (c) to give to a third party:
 - (i) if the Customer is not readily identifiable; or
 - (ii) to help the Contractor assess the Customer's credit worthiness or to assist recovery against the Customer where the Customer is in breach of this Agreement;
 - (iii) to help plan delivery of electricity through the transmission system; and
 - (iv) distribution supply to the customer; or
 - (v) if required or permitted by law;
 - (vi) under the coverage of a Confidentiality Agreement to help the Contractor conduct surveys, for marketing purposes or make other offers to the customer; or
 - (vii) to anyone else with the Customer's written consent.

14. Warranties and Covenant

- 14.1 The Contractor represents and warrants to the Customer that:
- (a) the execution of and performance of the Contractor's obligations under the Agreement will not amount to a breach of any contractual or other obligation owed by the Contractor to a third party; and
 - (b) the execution of and performance of the Contractor's obligations under this Agreement have been duly authorised by all necessary or appropriate actions of the Contractor.

15. Liability and Indemnity

- 15.1 Subject to clause 15.2, the Contractor will indemnify the Customer against:
- (a) any damage to or loss of any property owned by, in the possession of or under the control of the Customer; and
 - (b) any liability which the Customer may incur to any third person as a consequence of any loss, damage, personal injury or death occasioned to or suffered by that person,
- to the extent that the damage, loss, personal injury or death is:
- (c) wilfully caused by or attributable to the negligent or reckless act or omission of the Contractor, or a representative of the Contractor exercising some right or entitlement granted by or as contemplated by this agreement; or

- (d) due to any breach or non-observance by the Contractor of any provisions applying to it under this Agreement.

- 15.2 Unless otherwise expressly provided for in this Agreement, the Customer shall not be liable in any circumstances for loss of profit, business or anticipated savings or for any indirect or consequential loss of whatever kind arising out of any failure to comply with this Agreement in contract, tort (including negligence) or otherwise.

16. Change to Market

- 16.1 If there is a change to the operation of the retail and/or wholesale electricity market in New South Wales from that presently existing at the date of this Agreement as determined, without limitation, by legislation, regulation, the National Electricity Code, the Market and System Operator and/or the Independent Pricing and Regulatory Tribunal, and such change materially adversely reduces the ability of either Party to perform its obligations under this Agreement, or has a material adverse effect on the financial consequences of this Agreement for either Party, then the Parties must consult and cooperate with one another and do all such things as are reasonably necessary for the purpose of endeavouring in good faith to amend this Agreement to place it upon a basis such that the Parties are not materially financially advantaged or disadvantaged because of the change.
- 16.2 If the Parties are unable to agree upon such a basis within 30 days of either of them giving written notice to the other of the application of this clause 16, either Party may terminate this Agreement by giving 30 days prior written notice

17. Insurance

- 17.1 The Contractor will effect the following insurance policies:
- (a) Worker's Compensation Insurance policy in accordance with applicable legislation.
 - (b) A Public Liability Insurance policy to the value of not less than the amount shown in Item 11 of Schedule 1.

18. Estimation of Electricity Supplied but not Properly Metered

The Contractor agrees that where the electricity supplied is not properly metered the Contractor will

estimate the electricity supplied in accordance with the manner specified in Item 18 of Schedule 1.

19. Estimation of Electricity Supplied Where the Metering Equipment Fails to Operate Correctly

The Contractor agrees that in the event that the Metering Equipment fails to operate correctly, the Contractor will estimate the Retail Electricity Supply in accordance with the method specified in Item 19 of Schedule 1.

20. Registration of Meters

Types 3 or 4 Meters

- 20.1 If the Customer's Metering Equipment for the Site has not been registered at the time the Customer places its order for the Retail Electricity Supply, the Contractor agrees to assist the Customer to complete the registration of the meter as soon as practicable.
- 20.2 If the metering in relation to Sites within the distribution area of the Contractor's related Distributor only, is not registered by the time the Customer executes this Agreement, and assuming approval from the Market System Operator has been obtained, the Contractor agrees to nonetheless supply the Customer with the Retail Electricity until such time as the metering is registered at a rate to be agreed to in writing between the Contractor and the Customer and in the absence of agreement between the Contractor and the Customer, the existing rate available to Franchise Customers will continue to apply until the meter is registered. The Parties agree that as soon as the metering is registered the Retail Electricity Charges will become applicable to the Retail Electricity Supply within 7 days of the date of registration of the metering.
- ### 21. Standard of Service
- 21.1 The Contractor agrees to provide to the Customer the standard of service specified in Item 20 of Schedule 1.
- 21.2 This Agreement and these guaranteed customer service standards comply with the Electricity Supply Act 1995 (NSW), its regulations and other applicable laws.
- 21.3 The Contractor shall inform the Customer of any relevant telephone service that operates 7 days a week and 24 hours a day on a number to which the customer can be connected for the price of a local call and that can receive notice of, and give information, faults and difficulties in electricity works.
- 21.4 The Contractor shall provide a telephone service that operates during business hours on a number to which the Customer can be connected to for the price of a local call, and that can receive notice of and give information concerning the Customer's account and connect services arranged by the Contractor.
- 21.5 If the Contractor or its representative is more than 15 minutes late for an appointment with the Customer, the Contractor shall pay the Customer an amount of not less than \$25.00.
- 21.6 Should the Contractor be authorised to disconnect or request that the Electricity Distributor disconnect supply of electricity to the Customer on any grounds arising under this Agreement or any Regulatory Requirement, then the:
- contractor has sent to the customer at least two written notices at least one week apart notifying the Customer of the Contractors intention to do so; and
 - the Contractor has made reasonable attempts to deal with the Customer in person or by telephone, whether before or after sending any such notice, for the purpose of assisting the Customer.
- 21.7 In any notice and any dealings with the Customer the Contractor must:
- specify the grounds authorising the Contractor to take the action proposed;
 - indicate the date on or after which the supply to the supply address may be discontinued if those grounds are not removed (being a date no earlier than 14 days after the first such notice is sent);
 - advise the Customer of its rights under this Agreement, and in particular any rights that the Customer may have to have the complaint or dispute referred to the ombudsman for resolution.
- ### 22. Site Consumption Profiles and Billing Histories
- 22.1 The contractor will keep historical records of the consumption profile for the Site, as recorded for the Site which will assist the Customer to analyse its consumption of electricity. The Contractor will also provide monthly/quarterly billing histories for the site.
- 22.2 Copies of these records will be provided by the Contractor to the Customer in electronic form upon request, or to any other party directed by the Customer, including but not limited to State Procurement, Department of Commerce ("Commerce").

23 Regular Reporting

The Contractor will provide regular reports to the Customer, or to any party directed by the Customer including but not limited to Commerce, on any matter affecting or of relevance to the Retail Supply of Electricity and other services under this Agreement together with any reports listed in Item 21 of Schedule 1.

24 Notification to Market and System Operator of a Change in Retail Supplier

- 24.1 In the event that, upon execution of this Agreement, there is a change in Retail Supplier for the Site, the Contractor agrees to complete and lodge all necessary documentation to advise the Market and System Operator of such change.
- 24.2 The Contractor agrees to expediently give the notification referred to in clause 24.1, to allow the Market and System Operator to make the administrative changes necessary for the operation of this Agreement.

25 Price Variation Basis

The Contractor agrees that prices are firm.

26 Customer Selling or Otherwise Ceasing to Use Site

- 26.1 If the Customer sells or otherwise ceases to use the Site or part of the Site or Sites or any of them, the Contractor agrees that the Agreement will be deemed terminated as far as the particular Site is concerned effective from the date of disposal or otherwise ceasing to use the Site by the Customer and the Contractor will not be entitled to any consequential costs or to any compensation for any loss of prospective profits.
- 26.2 Where the Customer sells or otherwise ceases to use only part of the Site and the remaining part of the Site may be separately metered and the overall consumption remains suitable for the meter type applying at that time, the Agreement will not be deemed terminated and will be effective as far as the remaining part of the Site is concerned and the Contractor will not be entitled to any consequential costs or to any compensation for any loss of prospective profits.
- 26.3 The Customer agrees to give the Contractor 30 days notice prior to selling or otherwise disposing of a Site

27 Miscellaneous**Waiver**

- 27.1 Any waiver by either Party of a breach of this Agreement must be in writing and shall not be construed as a waiver of any further breach of the same or any other provision.

Amendment

- 27.2 Unless otherwise specifically provided for under this Agreement, any variation to the Agreement, including any variation to the Schedules, must be in writing and signed by both Parties.
- 27.3 The Contractor may by written notice vary this Agreement to the extent reasonably necessary to comply with any change in any Regulatory Requirements to the extent permitted by Regulatory Requirements.

Assignment

- 27.4 Neither Party may assign the Agreement without the written consent of the other (such consent not to be unreasonably withheld or delayed).
- 27.5 Not used.

Severability

- 27.6 If any part of this Agreement is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

Notices

- 27.7 All notices and accounts issued under this Agreement shall be sent to the address indicated in Item 7 of Schedule 1 or such other address as may from time to time be notified in writing by the Parties to each other. Notices and accounts shall be deemed to be received:
- (a) in the case of delivery by post, two business days after the date of posting; or
 - (b) in the case of fax, on receipt by the sender of a transmission report from the despatching machine showing the relevant number of pages and the correct destination fax machine number and indicating that the transmission has been made without error, unless the recipient notifies the sender within 24 hours of the fax being sent that the fax was not received in its entirety in legible form.

Emergency

- 27.8 In the case of emergency, the Parties may contact one another as provided for in Item 8 of Schedule 1.

Governing Law

- 27.9 This Agreement shall be governed and construed in accordance with the laws of the State of New South Wales.

28. Issue Resolution**28.1 General**

In order to resolve any conflicts or issues between the Parties promptly and to the satisfaction of the Parties, the issue resolution process stated below will be followed in this order until an issue is resolved:

- (a) Amicable Resolution (clause 28.2);
- (b) Expert Determination (clause 28.3).

28.2 Amicable Resolution

- 28.2.1 Either Party may give notice to the other Party of an issue, including a dispute or difference, ("the Issue Notice") about the meaning or effect of the Customer Contract or about any matter arising under or out of the Customer Contract. The Issue Notice must be given within a reasonable time of the Party becoming aware of the issue.
- 28.2.2 If the Party giving the Issue Notice is the Contractor it must give the Issue Notice to the Customer and to the NSW State Contracts Control Board.
- 28.2.3 If the Party giving the Issue Notice is the Customer, it must give the Issue Notice to the Contractor and to the NSW State Contracts Control Board.
- 28.2.4 The Parties must follow the issue resolution process in this clause before either commences proceedings or takes similar action except to seek an urgent injunction or declaration.
- 28.2.5 If a Party gives an Issue Notice under this clause, each Party will nominate in writing a senior executive who will promptly confer to resolve the issue.
- 28.2.6 A Party is not entitled to refer an issue to Expert Determination until 21 days after the giving of the Issue Notice to the person or persons specified.
- 28.2.7 A Party may only refer an issue to Expert Determination by giving notice in writing specifying the issue to be decided ("the Referral Notice") within 28 days of becoming entitled to under clause 28.2.6.
- 28.2.8 If the Party giving the Referral Notice is the Contractor it must give the Referral Notice to the Customer and the NSW State Contracts Control Board.
- 28.2.9 If the Party giving the Referral Notice is the Customer, it must give the Referral Notice to the Contractor and the NSW State Contracts Control Board.
- 28.2.10 If a Referral Notice has not been given to the person or persons specified within the time limited by clause 28.2.7 then the issue is barred from Expert Determination or any other action or proceedings (including court proceedings).
- 28.2.11 For the avoidance of doubt, failure to give an Issue Notice or a Referral Notice in accordance with the requirements of clause 28 and clause 27.6 will result in an invalid notice for the purposes of this clause.

28.3 Expert Determination

- 28.3.1 Schedule 2 of this agreement governs the Expert Determination process for this agreement. Reference to "the Principal" in Schedule 2 shall be read as a reference to the NSW State Contracts Control Board.
- 28.3.2 The Parties agree that the NSW State Contracts Control Board will represent the Customer in the Expert Determination process.

Contract 777

Schedule 1: Reference Schedule

Item 1 Site Description

Refer to "Contestable Customer Notification Form – Multiple Site Details" and/or "Contestable Customer Notification & Retail Transfer - Explicit Informed Consent Form".

Item 2 Contract Period

Commencement Date to 30 June 2010

Item 3 Point of Supply

Connection Details – complete as per "Contestable Customer Notification & Retail Transfer – Explicit Informed Consent Form" and if applicable "Multiple Site Details Form" – if not relevant, insert "Not applicable".

Item 4 Consumption Pattern

Refer "Contestable Customer Notification Form" for details of site annual consumption – if not relevant, insert "Not applicable".

Item 5 Retail Electricity Charges c/kWh

(before Losses)

(i) Conventional Energy

Type 3 & 4 Meters
(excluding cross-border feeds NSW/QLD and NSW/VIC)

Date of Application: 1/7/09	cents/kWh
Peak	8.6532
Shoulder	8.6532
Off Peak	3.3793

Streetlighting
(excluding cross-border feeds NSW/QLD and NSW/VIC)

Date of Application: 1/7/09	cents/kWh
Peak	8.6532
Shoulder	8.6532
Off Peak	3.3793

Traffic Lights

Date of Application: 1/7/09	cents/kWh
Peak	8.6532
Shoulder	8.6532
Off Peak	3.3793

(ii) Government accredited GreenPower

Type 3 & 4 Meters

Date of Application: 1/7/09	cents/kWh
Peak	13.9594
Shoulder	13.9594
Off Peak	8.6598

Streetlighting
(excluding cross-border feeds NSW/QLD and NSW/VIC)

Date of Application: 1/7/09	cents/kWh
Peak	13.9594
Shoulder	13.9594
Off Peak	8.6598

Traffic Lights

Date of Application: 1/7/09	cents/kWh
Peak	13.9594
Shoulder	13.9594
Off Peak	8.6598

(iii) Renewable Energy Certificate and Greenhouse Abatement Costs for NSW & ACT

All services

Date	REC	NGAC (NSW)	NGAC (ACT)
1/7/09/-30/6/10	0.21319	0.18580	0.11689

(iv) Time Period Definitions:

Peak: 7 am to 9 am and 5 pm to 8 pm on normal business days;

Shoulder: 9 am to 5 pm and 8 pm to 10 pm on normal business days;

Off Peak: midnight to 7 am and 10 pm to midnight on normal business days and all day on weekends (i.e. Saturday and Sunday) and on public holidays.

Loss Factors: In accordance with standard industry practice, the Retail Electricity Charges payable by the Customer will be the Retail Electricity Charge rates, which are equal to the relevant tariff rates quoted in the Deed of Agreement, multiplied by the relevant loss factors applicable to the

Customer's particular site(s). The relevant loss factors are the distribution loss factor and intra-regional loss factor (as defined in the National Electricity Rules) used under the National Electricity Rules to calculate the price or quantity of electricity supplied to the Customer. These loss factors can change. The Contractor will notify the Customer if the loss factors change. This notification may be made on the Customer's bill.

Item 6 Metering and metering charges

See "Contestable Customer Notification Form" for details of Accredited Metering Service Provider with respect to Type 3 and 4 meters.

Item 7 Notices

Notices to Contractor

Attention: Executive Manager - Commercial & Industrial

Address: GPO Box 4009, Sydney NSW 2001

Telephone: 13 13 67

Fax: 02 9269 4955

Item 8 Emergency contact

- In case of an emergency phone the Customer's Local Network Service Provider.
- For account enquiries please call 13 13 67.

Item 9 Pre-conditions and additional terms

Not applicable

Item 10 Termination date

Service	Termination Date (see definition in clause 1.1)
Large Sites (type 3 & 4 meters)	First reading event on or after 30 June 2010
Traffic Lights	
Streetlighting	

Item 11 Insurance

Public & Products Liability and Professional Indemnity Insurance Limit of indemnity: \$AUS 20 million.

Item 12 Payment date

See Item 23

Item 13 Value added services

1. Consolidated Billing:

This service is available to Customers at no cost. Customers wishing to utilise this service are requested to contact EnergyAustralia on 13 13 67. Once this service is activated, Customers will receive all their invoices on a set date every month to a centralised point. The consolidated bill would contain the following:

- Account Summary detailing all site accounts with addresses, invoice date, site credit (if any), GST, and Total Amount Payable, and
- All standard individual invoices pertaining to various site accounts.

2. Co-Generation:

This facility is available on a case-by-case basis. To utilise this service, generation of electricity at Customer's premises needs to comply with relevant regulator's legislative requirements and Local Network Service Provider's (LNSP) connection rules. Special metering requirements may be taken into consideration, subject to the provision of Customer's energy load.

EnergyAustralia/s Buy-Back offer would be based on the nature of the source of energy, potential buy-back volume, committed buy-back term, and the buy-back components (energy only, or energy with Renewable Energy Certificate (REC) and NSW Greenhouse Gas Abatement Cost (NGAC), if the source qualifies).

Customers interested in this facility are encouraged to contact EnergyAustralia on 13 13 67.

3. GreenPower Flexibility:

Customers have the flexibility in altering (e.g. increase the percentage from 0% to 100% or decrease it from 100% to 50%) the amount of GreenPower over the term of agreement of their contract at no cost. However, any change will require a minimum of 3 months notice period before any change in the GreenPower percentage is activated.

For the prices of Conventional and GreenPower, refer Item 5 - Retail Electricity Charges.

Item 14 Government accredited GreenPower

Refer to Attachment 2

Item 15 Customer focus and service

Not applicable

Item 16 Statutory costs and regulated charges

In accordance with clause 4.3 of the Retail Electricity Supply Agreement, the Contractor will pass on to the Customer, and the Customer must pay the Contractor for, market charges multiplied by the Customer's metered consumption and by the relevant loss factors (which as indicated above are subject to change).

Item 17 Other charges**(a) Network operator charges**

In accordance with clause 7.1 of the Retail Electricity Supply Agreement, the Contractor will pass on to the Customer, and the Customer must pay the Contractor for, Network Charges as determined by the Local Network Operator from time to time and these will be passed through to the Customer at cost.

(b) Goods and Services Tax

The Electricity Retail Charges and market charges quoted above are exclusive of GST (Goods and Services Tax imposed under the "A New Tax System (Goods and Services Tax) Act 1999"). If the retail of electricity to the Customer, or any other supply under this Agreement (including metering services and services provided by the Customer's Network Operator) is a taxable supply then the Customer must pay the Contractor the GST payable on that supply in addition to the price of electricity.

(c) Other Charges

Change in Taxes:

In accordance with clause 4.4 of the Retail Electricity Supply Agreement, the Contractor may pass on to the Customer and the Customer must pay the Contractor for any "change in taxes" provided that the Contractor notifies the State Contracts Control Board of any "change in taxes" prior to the changes being passed on to the Customer.

For the purposes of this item 17(c), "change in taxes" means the cost to Contractor of any new or increased tax, fee or charge (in relation to the sale, supply or purchase of electricity by Contractor for supply to the Customer or the purchase by the Customer of electricity and/or other goods or services from the Contractor) imposed upon the Contractor after the date of the Deed of Agreement.

Item 18 and 19 Estimation of electricity supplied

If the metering equipment at the Customer's site makes an incorrect reading or fails to operate, or access to the meter is denied for any reason, the Contractor will estimate the quantity of electricity supplied having regard to the Customer's prior billing history, by meter readings subsequently obtained or by any other procedure established by NEMMCO under the National Electricity Rules.

Item 20 Standard of service

The Contractor will provide the standard of service in accordance with clause 21 of the Retail Electricity Supply Agreement.

Item 21 Accounts information and reports

In accordance with clause 8.1 of the Retail Electricity Supply Agreement, the Contractor will issue to the Customer accounts:

- a) monthly in arrears for electricity usage unless otherwise agreed to between the parties; and
- b) in all other cases as soon as practicable after the relevant charges have been incurred.

Three Reports are available.

1. Consumption Report:

Consumption reporting is available to the Customer at no cost and will be provided upon request four weeks after the most recent billing period. The consumption reports are a compilation of what has been billed and can be used for energy management and other reporting requirements of the Customer.

2. Variance Report:

Variance reporting is available to the Customer at a rate of \$20 per account report for each request. This report provides a variance check of the billing data with data of a corresponding twelve-month billing period. Customers may use this report to identify opportunities for improved energy management.

3. Half-Hour Meter Reports:

Half-Hour Meter reporting is available to the Customer in a Data file format at the rate of \$20 per report. Customers may use this report to review power factor, to review the correct operation of automatic control equipment or to review energy management practices.

Item 22 Energy & Water**Ombudsman NSW**

Energy & Water Ombudsman NSW
Reply Paid K1343
Haymarket NSW 1239

Phone: 1800 246 545
Fax: 1800 812 291
Email: omb@ewon.com.au
Web: www.ewon.com.au

Item 23 Billing and payment terms

In accordance with clause 8.1 of the Retail Electricity Supply Agreement, the Contractor will issue to the Customer accounts:

- a) monthly in arrears for electricity usage unless otherwise agreed to between the parties; and
- b) in all other cases as soon as practicable after the relevant charges have been incurred.

and the Customer shall pay each account in full by the date specified in the account ("Due Date") being not less than 21 days from the date of the invoice.

Payment facility via Electronic Funds Transfer (EFT) is available at no additional cost.

Pricing will be calculated based on a payment period of 21 days. The discounts of approximately 0.27% off energy charges only (not regulated network, market and other charges) will apply for a change of payment terms to within 14 days from the date of issue of invoice, not from the date of receipt of invoice. This would be offered on a customer by customer basis.

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Schedule 2**Expert Determination**

- 1 If a Referral Notice is given pursuant to clause 28 of this agreement, the expert is to be agreed between the Principal and the Contractor. If they cannot agree within 28 days of the Referral Notice, the expert is to be nominated by the Chief Executive Officer, Australian Commercial Disputes Centre, Sydney.
- 2 The expert nominated must be a lawyer unless otherwise agreed. The expert must not be:
 - (a) an employee of the Parties; or
 - (b) a person who has been connected with the Head Agreement or the Customer Contract as the case may be; or
 - (c) a person who the Parties have not been able to agree on.
- 3 When the person to be the expert has been agreed or nominated, the Principal, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:
 - (a) the issue referred to the expert for determination
 - (b) the expert's fees
 - (c) the procedure for the determination set out in Schedule 3
 - (d) any other matter which is relevant to the engagement.
- 4 The Parties must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own expenses.
- 5 The procedure for expert determination is set out in Schedule 3.
- 6 In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off, or counter-claim.
- 7 If the expert determines that one Party must pay the other an amount exceeding the amount of \$100,000 (calculating the amount without including interest on it, and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- 8 Unless a Party has a right to commence litigation under this agreement
 - (a) the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 28 days.
- 9 **Performance of Agreement during Issue Resolution**
- 9.1 The Parties agree to continue performing their obligations under this Agreement while the issue is being dealt with in accordance with this process.

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Schedule 3**Expert determination procedure****1. Questions to be determined by the Expert**

- 1.1 The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):
- 1.1.1 Is there an event, act or omission which gives the claimant a right to compensation:
- under the Agreement
 - for damages for breach of the Agreement, or
 - otherwise in law.
- 1.1.2 If so:
- What is the event, act or omission?
 - On what date did the event, act or omission occur?
 - What is the legal right which gives rise to the liability to compensation?
 - Is that right extinguished, barred or reduced by any provision of the Agreement, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- 1.1.3 In the light of the answers to clauses 1.1.1 and 1.1.2 of this Expert Determination Procedure:
- What compensation, if any, is due from one party to the other and when did it fall due.
 - What interest, if any, is due when the expert determines that compensation.
- 1.2 The expert must determine for each issue any other questions required by the parties, having regard to the nature of the issue.

2. Submissions

- 2.1 The procedure for submissions to the expert is as follows:
- 2.2 The Party to the Agreement which has referred the issue to Expert Determination must make a submission in respect of the issue, within 15 business days after the date of the letter of engagement referred to in Schedule 2 item 3 of this Agreement.
- 2.3 The other party must respond within 15 business days after receiving a copy of that submission. That response may include cross-claims.
- 2.4 The Party referred to in clause 2.1 may reply to the response, but must do so within 10 business days after receiving the response, and must not raise new matters.
- 2.5 The other party may comment on the reply, but must do so within 10 business days after receiving the reply, and must not raise new matters.
- 2.6 The expert must ignore any submission, response, reply, or comment not made within the time given in clauses 2.2 to 2.5 of this Expert Determination Procedure, unless the Principal and the Contractor agree otherwise.
- 2.7 The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the response to the other Party, and give the other Party a reasonable opportunity to comment on the response.
- 2.8 All submissions, responses, replies, requests and comments must be in writing. If a Party to the Agreement gives information to the expert, it must at the same time give a copy to the other Party.

3. Conference

- 3.1 The expert may request a conference with both parties to the Agreement. The request must be in writing, setting out the matters to be discussed.
- 3.2 The Parties agree that such a conference is considered not to be a hearing which would give anything under this Expert Determination Procedure the character of an arbitration.

4. Role of Expert

- 4.1 The Expert:
- acts as an expert and not as an arbitrator;
 - must make its determination on the basis of the submissions of the parties, including documents and witness statements, and the Expert's own expertise; and
 - must issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 12 weeks after the date of the letter of engagement referred to in Schedule 2 Item 3 of this Agreement.
- 4.2 If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate.

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Attachment 2

Please complete all details within the yellow boxes below. Please print a copy and complete, using BLOCK LETTERS written with a black pen.

Agreement

This deed of agreement is made the _____ day of _____, 20__

PARTIES

Between: EnergyAustralia (ABN 67 505 337 385)
of 570 George Street, Sydney
New South Wales ("the Contractor")

And: Tweed Shire Council (ABN90 178 732 496)
of Tumbulgum Road, Murwillumbah
New South Wales ("the Customer")

RECITALS

- A. The Contractor is a Retail Supplier and the holder of a Retail Supplier's Licence under the Electricity Supply Act 1995 (NSW), and carries on the business of selling electricity in New South Wales.
- B. The Customer has requested and The Contractor has agreed to supply electricity to the Point or Points of Supply at each Site on the terms of the Retail Electricity Supply Agreement (RESA) attached to this Agreement.
- C. This agreement sets out additional matters agreed between the Customer and the Contractor in connection with the RESA.

Notices to Customer

Attention

Mr Mike Rayner

Address

P.O. Box 816, Murwillumbah NSW 2484

Business phone number

02 6670 2412

Facsimile

02 6672 2429

After hours number

- Would you like EnergyAustralia to direct all future correspondence to the person above?

Yes No

Options for receiving final copies of this RESA document

Please choose one of the following alternatives:

- Please complete and mail two copies of the RESA if you would like an **original** copy of this RESA returned to you. Are you mailing two copies to EnergyAustralia?
 Yes No
- Alternatively, if you would like a photocopy of this completed and signed RESA returned to you, please indicate:
 Yes No

Government accredited GreenPower

From Schedule 1, Item 14: GreenPower

0-

Percentage of total demand as GreenPower: _____ %

Price: As indicated in Schedule 1, Item 5(ii)
Note: Schedule 1 Departments must take up at least 6% GreenPower.

Contestable Customer Notification Forms

ELECTRICITY SITE TRANSFER NOTIFICATION & CONSENT FORM

1. Customer's Contestable Site Details

If there is more than one site please complete the Multiple Site Details section on page 3.

Business name

Tweed Shire Council

ABN

90 178 732 496

Customer's name at location of supply point

refer Contestable Customer Notification Form

Street name / number

as above

Suburb / town

as above

NMI

as above

Estimated Annual Consumption kWh (per site)

as above

Current retailer

refer Contestable Customer Notification Form

Current account number with current retailer

as above

2. Commencement Date / Proposed Date of Transfer

Please select the Commencement Date for the Points of Supply:

- The later of 1 July 2009 and the completion of the Market Transfer of the Point of Supply to EnergyAustralia, or
- The later of _____, 20 (insert date) and completion of the Market Transfer of the Point of Supply to EnergyAustralia.

Subject to the terms and conditions of the RESA, the RESA will terminate for a Point of Supply on the later of 30 June 2010 and completion of the Market Transfer of the Point of Supply from EnergyAustralia.

The dates on which the Market Transfers are completed are subject to the normal meter reading cycle of the Customer's Network Service Provider.

3. Responsible Person

(to be completed by Customer).

Company name

Tweed Shire Council

Name

Mr Mike Rayner

Title

General Manager

Telephone

02 6670 2412

Facsimile

02 6672 2429

Email

Signature

4. Financially Responsible Market Participant (FRMP)

The declaration is endorsed by the Customer's FRMP in accordance with the relevant clauses to the applicable Ministerial Order:

Name

Marjorie Maydwell

Title

Account Manager - Multi Site

Retailer name

EnergyAustralia

Telephone

13 13 67

Facsimile

02 9269 4955

Email

contract777@energy.com.au

Signature

5. Market Transfer – Explicit Informed Consent

(to be completed by Customer).

I have selected EnergyAustralia as my chosen retailer. I am aware my chosen retailer will have to arrange market transfer. I consent to that retailer taking the necessary steps to effect that transfer. I understand this may involve the transfer of information relating to my electricity between industry participants. I also understand and accept that I cannot become the Customer of my chosen retailer until all necessary steps have occurred.

Name

Mr Mike Rayner

Title

General Manager

Date

Telephone

02 6670 2412

Facsimile

02 6672 2429

Email

Customer's signature

Contestable Site Listing - Tweed Shire Council

NMI (if known)	Current supply account number	Current Retailer	Customer Name	Billing Address	Customer site name	Customer site address	Estimated Annual Consumption in kWh (per annum)	Green Power %	Meter provider / meter data agent
	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Kingscliff Pool	Cudgen Road, Kingscliff NSW 2487	320,844	6%	TCA
NEFFCA0260	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Murwillumbah Civic Centre	Tumbulgum Road, Murwillumbah NSW 2484	1,135,968	6%	TCA
NEFFA00012	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Murwillumbah WWTP	O'Conner Road, Murwillumbah NSW 2484	600,000	6%	TCA
NEFFA00015	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Tweed Heads Civic Centre	Wharf Street, Tweed Heads NSW 2485	216,960	6%	TCA
NEFFA1036	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Tweed Regional Aquatic Centre	Tumbulgum Road, Murwillumbah NSW 2484	229,900	6%	TCA
40012056846	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Pump Station No.2	Durroon Ave, Bray Park NSW 2484	2,747,198	6%	TCA
NEFFA00014	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Murwillumbah Art Gallery	2 Mistral Road, Murwillumbah NSW 2484	758,700	6%	TCA
4001142408	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Tweed Heads South Pool	Helfron St. & Minjungbal Drive, Tweed Heads South NSW 2486	411,828	6%	TCA
NEFFA00006	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Water Pump Station No. 9	Terranora Road, Terranora NSW 2486	503,316	6%	TCA
NEFFA00009	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Banora Point WWTP	Enterprise Avenue, Banora Point NSW 2486	2,916,000	6%	TCA
NEFFA00011	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Water Pump Station No.10	Evron Road, Condong NSW 2484	256,152	6%	TCA
NEFFA00016	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Chinderah Water Pump Station	Terrace Street, Chinderah NSW 2487	505,308	6%	TCA
NEFFA00007	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Hastings Point WWTP	Round Mountain Road, Hastings Point NSW 2489	501,120	6%	TCA
NEFFA00008	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Water Pump Station No.1A	O'Connor Drive, Murwillumbah NSW 2484	935,544	6%	TCA
NEFFA00017	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Murwillumbah Works Depot	Buchanan Street, Murwillumbah NSW 2484	177,192	6%	TCA
NEFFCA0258	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Water Pump Station No. 11	Bilambil Road, Bilambil NSW 2486	257,088	6%	TCA
NEFFA1065	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Expo Park Sewer Pumping Station	Enterprise Ave, Tweed Heads South NSW 2486	169,188	6%	TCA
NEFFA1084	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484	Tweed Shire Council Street Lighting	Tweed Shire Council Street Lighting	3,000,000	6%	TCA
4407360117	TBA	Country Energy	Tweed Shire Council	P.O. Box 816, Murwillumbah NSW 2484					

Executed as an agreement

Please ensure that the signatories to the Agreement have the requisite authority to execute the Agreement on behalf of the Contractor and the relevant Customer, e.g. the appropriate delegation.

Signed by _____ as authorised representative for **EnergyAustralia** in the presence of:

Signature of witness

Name of witness (block letters)

Address of witness

Occupation of witness

Signature of authorised representative

By executing this agreement the signatory is duly authorised to execute this agreement on behalf of **EnergyAustralia**.

Signed by

as authorised representative for Tweed Shire Council

in the presence of:

Signature of witness

Name of witness (block letters)

Address of witness

Occupation of witness

Signature of authorised representative

By executing this agreement the signatory is duly authorised to execute this agreement on behalf of **the Customer**.

Contract 777

Contact List

Sales – Large Customers

(+160MWh or approx \$16,000 spend p.a. per site)*

EnergyAustralia Business Centre

Phone: 13 13 67 (8am to 6pm Monday to Friday)

Email: contract777@energy.com.au

*All sites below this threshold fall under the Small Electricity Supply Agreement. Enquiries for these sites should be addressed directly to AGL on 13 12 45 or the State Contracts Control Board (refer below).

General Enquiries

(including billing, registration and transfers)

Phone: 13 13 67 (8am to 8pm Monday to Friday)

Email: contract777@energy.com.au

State Contracts Control Board Enquiries

(Customer eligibility, policies and contract guidelines)

State Contracts Control Board Contract Officer

Phone: 02 9372 7637

Fax: 02 9372 7622

Email: rajesh.ramanathan@commerce.nsw.gov.au

Visit: www.nswbuy.com.au

Emergency

In case of an emergency, phone the Local Network Service Provider.

The four networks' emergency numbers are:

EnergyAustralia Network: 13 13 88 (24 hours)

Integral Energy Network: 13 10 03 (24 hours)

Country Energy Network: 13 20 80 (24 hours)

ActewAGL Network: 13 10 93 (24 hours)

Local Network Areas

To establish which Local Network applies to you, visit:

www.energy.com.au/energy/ea.nsf/Content/Network+Our+Distribution+Area/

www.countryenergy.com.au/wps/wcm/connect/CEL/ce/aboutus/ourenergynetworkarea/oen_electricity

www.integral.com.au/wps/wcm/connect/integralenergy/NSW/NSW+Homepage/ourNetworkNav/Our+network+area/

GreenPower

GreenPower logo, use and contribution levels:

Phone: Department of Water and Energy (DWE) on 8281 7705

Email: information@dwe.nsw.gov.au

Visit: www.greenpower.nsw.gov.au

The Government Energy Management Policy (GEMP):

Visit: www.dwe.nsw.gov.au

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