

# ROLR DEEMED LARGE CUSTOMER RETAIL ARRANGEMENT

## ACT

**ActewAGL**

*for you*

# ROLR Deemed Large Customer Retail Arrangement

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**Schedule 1**

**15**

# ROLR Deemed Large Customer Retail Arrangement

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## 1. The Parties

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This contract is the *ROLR deemed large customer retail arrangement* between **ActewAGL Retail** (ABN 46 221 314 841) a partnership of AGL ACT Retail Investments Ltd (ABN 53 093 63 586) and Icon Retail Investments Limited (ABN 23 074 371 207) of 40 Bunda Street, Canberra ACT 2600, as the *designated ROLR* who provides you with *customer retail services* at your *premises* (in this contract referred to as 'we', 'our' or 'us') and you, the *customer* to whom this contract is expressed to apply (in this contract referred to as 'you' or 'your').

## 2. Definitions

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Words appearing in italicised type like *this* are defined in Schedule 1 to this contract.

## 3. Does this Contract Apply to You?

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### 3.1 This is our contract

This document sets out our current terms and conditions for our *ROLR deemed large customer retail arrangement* under the *National Energy Retail Law*.

### 3.2 Application of this contract

This contract applies to you if you are deemed by section 146 of the *National Energy Retail Law* to have a *RoLR deemed large customer retail arrangement* with us.

## 4. What is the Term of this Contract?

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### 4.1 When does this contract start?

This contract will start on the *transfer date*.

### 4.2 When does this contract end?

- (a) This contract will end on the earliest of the following to occur:
- (i) the date that you become a *small customer* in relation to the *premises*;
  - (ii) the date a different *customer* starts receiving *customer retail services* under a retail contract for the *premises*;
  - (iii) when we or another *retailer* enter into a different contract with you for providing *customer retail services* to you at your *premises* and your responsibility for payment for *customer retail services* under the new contract commences;
  - (iv) if you have vacated or intend to vacate your *premises*, on the day you cease to be responsible to pay for *customer retail services* supplied to that *premises* under clause 16;
  - (v) on the day after you cease to have the right under any applicable

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*electricity legislation* to have your *premises* reconnected following disconnection in accordance with clause 15;

- (vi) subject to clause 4.2(b), 20 *business days* after we receive a notice from you terminating the contract;
  - (vii) if both parties mutually agree to terminate this contract or
  - (viii) if we serve a notice on you which states that this contract will be terminated after the period of 6 months after the *transfer date* unless we enter into another contract for the provision of *customer retail services* in relation to the premises before the end of that period.
- (b) If you give notice under clause 4.2(a)(vi) but do not give safe access to the *premises* to conduct a final meter reading (where relevant), then this contract will not end until the earlier of:
- (i) ten *business days* after safe access is given; and
  - (ii) when the meter is read or the relevant *metering data* are obtained.

## 4.3 Rights on the contract ending

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

## 5. Scope of this Contract

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### 5.1 What is covered by this contract?

This contract applies only to the provision of *customer retail services* to you at your *premises*. We agree to sell to you electricity supplied to your *premises* (by your *distributor*) and perform the other obligations set out in this contract. In return, you are required to pay the amount billed by us under clause 9 of this contract, and perform your other obligations under this contract.

### 5.2 What is not covered by this contract?

- (a) We do not operate the *electricity distribution network* to which your *premises* is connected. This is the role of your *distributor*.
- (b) You have a separate *customer connection contract* with your *distributor*. Your *distributor* is responsible for:
  - (i) the connection of your *premises* to the *electricity distribution network*;
  - (ii) the maintenance of that connection;
  - (iii) the supply of electricity to your *premises*; and
  - (iv) the quality and other characteristics of electricity supplied to your *premises*.
- (c) Unless you negotiate a different arrangement with your *distributor*, a *deemed standard connection contract* or a *deemed AER approved standard connection contract* will govern your contractual relationship with your *distributor*. Even if you do not apply to enter into a *deemed standard connection contract* or a *deemed AER approved standard connection contract* it will automatically come into place by operation of law.

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## 5.3 Quality of electricity supplied to your premises

We cannot regulate the quality or reliability of electricity supplied to your *premises*. You should also be aware that electricity suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of your *premises*;
- (b) whether your *premises* is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of an electricity network; and
- (h) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions may cause damage to your equipment or cause it to malfunction. We recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions do occur.

## 6. Modification or Upgrade of Connection

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### 6.1 Connection

If your existing connection to the *electricity distribution network* or associated equipment requires modification or upgrading, you will need to make arrangements with your *distributor* about your connection. In some cases, we can arrange for these things on your behalf.

## 7. Our Liability

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### 7.1 How this clause operates with the Competition and Consumer Act etc.

- (a) The *Competition and Consumer Act 2010* (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.
- (b) Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this contract.
- (c) Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:
  - (i) providing equivalent goods or services provided under this contract to your *premises*; or
  - (ii) paying you the cost of replacing the goods or services provided under this contract to your *premises*, or acquiring equivalent goods or services.

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## 7.2 Not liable

- (a) To the maximum extent permitted by law, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise) because of the electricity we sell to you under this contract.
- (b) In particular, we are not liable for any loss or damage you may suffer because:
  - (i) there is a failure of electricity supply, or there is a defect in the electricity supplied (however caused); or
  - (ii) some characteristic of the electricity (for example, voltage or frequency) makes it unsuitable for some purpose.

## 7.3 Non-exclusion

This clause 7 applies in addition to, and does not vary or exclude, the operation of sections 119 and 120 of the *National Electricity Law*.

## 7.4 Survival of this clause

This clause 7 survives the termination of this contract.

## 8. Price for Electricity and Other Services

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### 8.1 What are our tariffs and charges?

- (a) We will charge you in accordance with the *market prices*.
- (b) To the extent permitted by the *electricity legislation*, we may pass through to you any other charges imposed by your *distributor* which are not included in the *market prices*. We may also charge you the *metering charge*, provided we receive approval from *the AER* to do so.
- (c) You acknowledge that the *market prices* charged by us include charges for the provision of *customer connection services* to the *premises* and agree to pay those charges to us.
- (d) We agree to pay any amounts received for *customer connection services* from you to the *distributor* providing those services.

### 8.2 Variations to your tariffs and charges

If there is a variation in the *market prices*, we must include details of the variation with your first bill that includes the variation.

### 8.3 Changes to the rate of a tariff or charge during a billing cycle

If the rate of a tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- (a) the rate of the old tariff or charge up to and including the date of change; and
- (b) the rate of the new tariff or charge from that date to the end of the *billing cycle*.

### 8.4 Changes to tariff or charge type during a billing cycle

If the type of tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:



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- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

## 8.5 GST

- (a) Unless expressly stated otherwise, all amounts payable or other consideration provided in respect of transactions under this contract are expressed exclusive of GST (if any). Where a supply under this contract is a taxable supply, all amounts payable or other consideration provided must be increased by the amount of GST payable in relation to the transaction.
- (b) All GST payable must be paid at the same time as the payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it must be paid within 10 *business days* of a tax invoice being issued by the party making the taxable supply.

## 9. Billing

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### 9.1 When bills are sent

We will send a bill to you as soon as possible after the end of each *billing cycle*.

### 9.2 Payments to the distributor

- (a) This clause does not apply to you if you are a *customer* on a *negotiated connection contract* who is billed directly by your *distributor*.
- (b) We will arrange for one bill to be sent to you for each *billing cycle* covering tariffs and charges due to us and those tariffs and charges due to your *distributor* for *customer connection services*. We will arrange for payment to *the distributor*.

### 9.3 Calculating the bill

- (a) We will calculate at the end of each *billing cycle*:
  - (i) the bill for electricity sold during that *billing cycle* (using information obtained from reading your meter or otherwise in accordance with the *electricity legislation*); and
  - (ii) the amount for any other services supplied under this contract during the *billing cycle*.
- (b) The bill may also include the *metering charge* and amounts due to the *distributor* for *customer connection services*.
- (c) The bill may also include:
  - (i) unbilled charges incurred in respect of a previous *billing cycle*;
  - (ii) adjustments in relation to charges which were billed or should have been billed in respect of a previous *billing cycle*; or
  - (iii) any other charges attributable to you at your *premises*, or any other address at which you purchased electricity from us.

### 9.4 Estimating the electricity usage

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- (a) If your meter is unable to be read, or your *metering data* is not obtained, or is considered to be incorrect for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of electricity which was purchased from us at your *premises* may be estimated. The bill will clearly state the bill is based on an estimated reading.
- (b) When your meter is subsequently read, the next bill will be adjusted for the difference between the estimate and the actual amount of electricity used, based on the reading of the meter. When you have received an estimated bill due to the absence of *metering data* and a subsequent meter reading shows that you have been undercharged, we will include the amount undercharged as soon as practicable in a subsequent bill and you must pay the undercharged amount.
- (c) If the meter is unable to be read due to your actions, and you subsequently request that we replace the estimated bill with a bill based on a reading of the meter, we will endeavour to comply with your request but may pass through to you any cost we incur in doing so.

## 9.5 How bills are issued

We must send a bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

## 9.6 Contents of a bill

The bill will be in a form and contain such information as is required by any applicable *electricity legislation*.

## 10. Paying Your Bill

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### 10.1 What you have to pay

You must pay to us the amount shown on each bill (free of set off and without deduction) by the date shown on the bill as the date for payment, which must not be less than 14 *business days* after we send the bill unless otherwise agreed between us.

### 10.2 Issue of reminder notices

If you have not paid a bill by the due date, we may send you a reminder notice that your bill is past due, giving you a further due date (which must not be less than 5 *business days* after the date we sent the notice).

### 10.3 Review of bills

- (a) Subject to clause 10.3(b), if you believe on reasonable grounds that any part of a bill is incorrect, then you may ask us to review the bill. Any such request must be in writing and must set out the grounds for your belief that the bill is incorrect. You must pay us the part of the bill not in dispute by the due date. You must also pay any future bills.
- (b) We will inform you of the outcome of our review within a reasonable period. If our review shows the bill to be correct, you must pay the amount of the bill in full. If

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our review shows that your grounds for believing the bill to be incorrect were not reasonable, you may be required to pay interest on the unpaid amount from the *due date* in accordance with clause 10.5.

- (c) Despite clause 10.3(a), you must pay all charges due to your *distributor* that are required to be paid to us under your *customer connection contract* in full by the due date.

## 10.4 How the bill is paid

You can pay the bill using any of the payment methods listed on the bill. If a payment you make is dishonoured (eg where a cheque or credit card payment is not honoured), we may require you to pay an amount reflecting any cost incurred by us as a result of the payment being dishonoured.

## 10.5 Late payments

- (a) If you do not pay your bill on time, we may charge interest on the unpaid amount from the due date at the *interest rate* and compounded monthly, provided we are not prohibited by any applicable *electricity legislation* from doing so.
- (b) We may also require you to pay any costs incurred by us in recovering any amounts you owe to us (including any amount in dispute that is subsequently required to be paid by you), or due to your breach under this contract, provided we are not prohibited by any applicable *electricity legislation* from doing so.
- (c) This clause does not affect our right to arrange for your *premises* to be disconnected under clause 14 of this contract.

## 10.6 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. If you notify us, we may, depending on your circumstances, provide you with a payment arrangement.

## 11. Meters

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You must allow safe and convenient access to your *premises* for the purposes of reading the relevant meters.

## 12. Overcharging and Undercharging

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### 12.1 Undercharging

Where we have undercharged you, we may recover from you the amount undercharged.

### 12.2 Overcharging

Where you have been overcharged, we will inform you within 10 *business days* of becoming aware of that overcharging and:

- (a) if you have already paid that amount, credit that amount in a subsequent bill as soon as reasonably practicable; or
- (b) if you have ceased to purchase *customer retail services* from us, use our

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best endeavours to pay that amount to you within 10 *business days*.

## 13. Security Deposits

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### 13.1 Security Deposit

- (a) We may require that you provide a *security deposit*. The amount of the *security deposit* will be no more than:
  - (i) if you receive quarterly bills - 1.5 times your estimated quarterly bill; or
  - (ii) if you receive monthly bills - 2.5 times your estimated monthly bill.
- (b) If we require you to provide a *security deposit* or an increase in a *security deposit* you must provide such amount within 20 *business days* of receipt of our request or we may arrange for your premises to be disconnected in accordance with clause 14.

### 13.2 Use of a security deposit

We may use your *security deposit* to offset any amount you owe under this contract or, unless your *distributor* bills you directly, under your *customer connection contract* with your *distributor*:

- (a) if you fail to pay a bill and, as a result, we arrange for the disconnection of your *premises*; or
- (b) in relation to a final bill (ie, the bill we issue when you vacate the *premises*, stop obtaining *customer retail services* from us at your *premises* or request that your *premises* be disconnected).

### 13.3 Increase in security deposit

We may request that you increase the amount of your *security deposit* if reasonably required by us.

### 13.4 Return of security deposit

We will return your *security deposit* on termination of this contract if all amounts which are owing or payable or remain unpaid by you have been paid in full.

## 14. Disconnection of Supply

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### 14.1 When can we arrange for disconnection?

Subject to clause 14.2, we may arrange for the disconnection of your *premises* by giving you 10 *business days*' notice if:

- (a) you do not pay any amount which is due under this contract;
- (b) you fail to comply with any of your other obligations under this contract;
- (c) you fail to provide *acceptable identification* when we request it;
- (d) we reasonably consider that you are failing to comply with your obligations under any *electricity legislation*; or
- (e) an *insolvency event* has occurred or continues to occur in respect of you,

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and you do not remedy the breach before the expiry of the notice. The disconnection will take effect upon the expiry of such notice.

You should be aware that there are other circumstances in which your *distributor* can arrange for disconnection under your *customer connection contract*, such as in cases of emergency or for safety reasons. These are detailed in your *customer connection contract*.

## 14.2 Comply with the electricity legislation

We must comply with any applicable *electricity legislation* (such as giving you the required notices and warnings) before arranging for the disconnection of your *premises*.

## 15. Reconnection after Disconnection

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- (a) Subject to clause 15(b), if you request us to arrange reconnection of your *premises* and you pay to us all of our and the *distributor's* reconnection charges in advance and rectify the cause that led us to disconnect your *premises*, we will arrange for the reconnection of your *premises*.
- (b) We may impose any conditions in respect of reconnecting your premises as we see fit, or refuse to arrange reconnection and terminate this contract, provided we are not prevented from doing so under the *electricity legislation*.

## 16. Vacating a Premises

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- (a) You must give us 20 *business days* notice if you intend to:
  - (i) vacate your *premises*;
  - (ii) sell or otherwise part with possession of your *premises*; or
  - (iii) cease to operate your business from your *premises*.The notice must contain your forwarding address for your final bill.
- (b) When we receive the notice, we must use our best endeavours to arrange that the relevant meters are read on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice. Subject to clause 16(c), you will cease to be responsible for charges for the premises on the date which is the later of:
  - (i) 20 *business days* after notice is provided to us; and
  - (ii) any later date specified in your notice.
- (c) If you do not give safe access to the premises to conduct a final meter reading (where relevant), you will continue to be responsible for charges for the *premises* until the earlier of:
  - (i) ten *business days* after safe access is given; and
  - (ii) when the meter is read or the relevant metering data is obtained.

## 17. Transfer to a New Retailer

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If you have entered into an agreement to receive *customer retail services* from another *retailer* at your *premises*, you acknowledge that we may:

- (a) seek your consent to conduct a special reading of the meter at your *premises*; and
- (b) if you give your consent, charge you a fee to conduct the special reading of the meter at your *premises*, which will be disclosed to you at the time we seek your consent.

## 18. Use of Electricity and Wrongful Use

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### 18.1 Use of electricity

You must not:

- (a) illegally use electricity;
- (b) interfere or allow interference with any of our equipment which is at the *premises* except as may be permitted by law;
- (c) use the electricity supplied to your *premises* or any *electrical equipment* in a manner which:
  - (i) unreasonably interferes with the connection or supply of electricity to another *customer*; or
  - (ii) causes damage or interference to any third party;
- (d) allow *customer retail services* purchased from us to be used other than in accordance with this contract or the *electricity legislation*; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

### 18.2 Wrongful use

If you have breached clause 18.1 of this contract, we or your *distributor* may, in accordance with any applicable *electricity legislation*:

- (a) estimate the amount of the electricity so obtained and bill you or take debt recovery action against you for that amount; and
- (b) arrange for the immediate disconnection of your *premises*.

## 19. Information we need

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You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying electricity changes).

## 20. Notices and Bills

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Unless this contract or any applicable *electricity legislation* otherwise allows (for example, where phone calls are allowed), all notices must be sent in writing. We can send you notices to your *premises* or your contact address.

Notices and bills are deemed to have been received by a party:

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- (a) on the date it is handed to the party, it is left at the party's *premises* (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);
- (b) on the date two *business days* after we post it to your *premises* or contact address or you post it to us; or
- (c) where use of email has been agreed between you and us, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

## 21. Privacy and Confidentiality

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### 21.1 Privacy Of Information

Subject to clauses 21.2 and 25 of this contract we must maintain your personal information (as that term is defined in the *Privacy Act*) in accordance with the *Privacy Act*.

### 21.2 Disclosure

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our *retailer authorisation* to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your *distributor* or a metering service provider to the extent that information is for the purposes of arranging *customer connection services* or reading a meter.

## 22. Queries and Complaints

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If you have a query or a complaint relating to the sale of electricity by us to you, or this contract generally, you may contact us on the details set out in our last bill to you, or as notified to you from time to time.

## 23. Force Majeure

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### 23.1 Effect of force majeure event

If, but for this clause 23, either party would breach this contract due to the occurrence of a *force majeure event*.

- (a) the obligations of a party under this contract, other than any obligation to pay money, are suspended to the extent to which they are affected by the *force majeure event* for so long as the *force majeure event* continues; and
- (b) the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

### 23.2 Deemed prompt notice

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For the purposes of this clause 23, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

## **23.3 Obligation to overcome or minimise effects of force majeure event**

Either party relying on this clause 23 by claiming a *force majeure event* must use its best endeavours to remove, overcome or minimize the effects of that *force majeure event* as quickly as practicable.

## **23.4 Settlement of industrial disputes**

Nothing in this clause 23 will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

## **23.5 Non-exclusion**

Nothing in this clause 23 varies or excludes the operation of sections 119 or 120 of the *National Electricity Law*.

## **24. Applicable Law**

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- (a) We, as your *retailer*, and you, as our *customer*, agree to comply with any applicable requirements of any codes issued under the *electricity legislation* from time to time.
- (b) The laws of the Australian Capital Territory govern this contract.

## **25. Last Resort Event**

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If we are no longer entitled under the *National Energy Retail Law* to provide *customer retail services* to you due to a *RoLR event* occurring in relation to us, we are required by the *National Energy Retail Law* to provide your name, billing address and *NMI* to the *regulated entity* appointed as the retailer of last resort under the *National Energy Retail Law* and this contract will come to an end.

## **26. General**

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### **26.1 Our obligations**

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract then:

- (a) we are deemed to have complied with the obligation if another person performs the task on our behalf; and
- (b) if the obligation is not complied with we are still liable to you for the failure to comply with this contract.

### **26.2 Ending of one contract does not affect the other**

To avoid doubt, if you are a party to a *deemed standard connection contract* or a

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*deemed AER approved standard connection contract and standard large customer retail contract*, the ending of one contract does not affect the other contract.

## **26.3 Amending this contract**

We may amend the terms and conditions of this contract from time to time. We must inform you of any material amendments to this contract by giving you written notice with your next bill that the terms of this contract have been amended and by publishing the amended terms and conditions on our website.

## **26.4 Obligations if you are not an owner**

If you are unable to fulfill an obligation in respect of the *premises* under this contract because you are not the owner of the *premises*, then you are not in breach of this contract if you take all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation.

## **26.5 Assignment**

- (a) Subject to paragraph (b), neither you nor we may assign or otherwise deal with rights under this contract or allow any interest in it to arise or be varied, without the consent of the other party.
- (b) You consent to us assigning our rights or novating our rights and obligations under this contract to a *retailer* on notice to you.

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## Schedule 1

### 1. Definitions

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**acceptable identification** in relation to:

- (a) a *large customer which* is a sole trader or partnership, includes one or more of the following forms of identification for each of the individuals that conduct the business;
  - (i) a driver's licence, a current passport or other form of photographic identification;
  - (ii) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government;
  - (iii) a birth certificate;
- (b) a *large customer which* is a body corporate, includes the body corporate's Australian Company Number or Australian Business Number;

**AEMO** means the Australian Energy Market Operator Limited ACN 072 010 327, the company which operates and administers the wholesale electricity market in accordance with the *National Electricity Rules*;

**AER** means the Australian Energy Regulator established by section 44AE of the *Competition and Consumer Act 2010* (Cth);

**billing cycle** means the regular recurrent period for which you receive a bill from us;

**business customer** means a customer who is not a residential customer;

**business day** means a day, other than a Saturday, a Sunday or a public holiday in the Australian Capital Territory made under the *Holidays Act 1958* (ACT); ;

**business premises** means premises of a business customer, other than premises used solely or principally for personal, household or domestic use;

**connection point** has the meaning given in the *National Electricity Rules*;

**customer** means a person who buys or wants to buy energy from a *retailer*;

**customer connection contract** means a contract between a *distributor* and a *customer* of the kind set out in section 67 of the *National Energy Retail Law*;

**customer connection services**, for *premises*, means:

- (a) the connection of the *premises* to a *electricity distribution network* to allow the supply of electricity from the *electricity distribution network* to the *premises*; and
- (b) the supply of electricity from the *electricity distribution network* to the *premises*;

**customer retail services** means the sale of electricity to the *premises*;

**deemed AER approved standard connection contract** means a customer connection contract between a *customer* and a *distributor* that is taken to be entered into under section 76 of the *National Energy Retail Law*;

**deemed standard connection contract** means a *customer connection contract* between a *customer* and a *distributor* that is taken to be entered into under section 70 of the *National Energy Retail Law*, the terms of which are set out in Schedule 2 to the *National*

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*Energy Retail Rules*;

**designated RoLR** has the meaning given in Part 6 of the *National Energy Retail Law*;

**distribution authority** means an authority issued under the *Electricity Act* that authorises its holder to supply electricity using a *electricity distribution network* within its distribution area;

**distributor** means –

- (a) a “regulated distribution system operator”, as that term is defined in the *National Electricity Law*; or
- (b) a “nominated distributor”, as that term is defined and to the extent provided by section 12 of the *National Energy Retail Law*;

**electrical equipment** is any apparatus, appliance, cable, conductor, fitting, insulator, material, meter or wire:

- (a) used for controlling, generating, supplying, transforming or transmitting electricity at a voltage greater than extra low voltage; or
- (b) operated by electricity at a voltage greater than extra low voltage; or
- (c) that is, or that forms part of, a cathodic protection system;

**electricity distribution network** has the same meaning as in the *Utilities Act 2000* (ACT);

**electricity legislation** means the *National Energy Retail Law*, *National Energy Retail Regulation*, *National Energy Retail Rules*, the *Utilities Act* and regulations, standards, codes, protocols and rules made under those Acts or laws;

**failed retailer** means a *retailer* (or former *retailer*) in relation to whom a *RoLR event* has occurred;

**force majeure event** means an event outside the control of you or us;

**GST** has the meaning given in the *GST Law*;

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**GST Law** has the meaning given in the *GST Act*, or if that Act does not exist, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act;

**insolvency event** includes the appointment of a receiver, administrator, liquidator or similar person, a compromise, arrangement, official management, winding-up, dissolution, cessation of business, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy or any similar procedure or where applicable, changes in the constitution of any partnership or person, or any failure to provide credit support or a *security deposit* when required by this contract;

**interest rate** means the ACT Supreme Court interest rate(s) for post-judgment interest applying for that period. As at 1 January 2016 the interest rate is set at 8.00% (reviewed bi-annually).

**large customer** means a *business customer* who consumes energy at *business premises* at or above the *upper consumption threshold*;

# ROLR Deemed Large Customer Retail Arrangement

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**market prices** means the prices and charges set by us (and amended) from time to time, being the prices and charges we, in our sole discretion, determine are necessary to recover our costs of acquiring electricity in the *National Electricity Market* and selling that electricity to you, plus a reasonable margin, as published from time to time on our website at [actewagl.com.au/publications](http://actewagl.com.au/publications).

**metering charges** means all costs incurred in relation to the provision of *metering equipment*, and the collection and distribution of the data from that equipment;

**metering equipment** means equipment installed (or to be installed) to measure, record and in certain cases forward the data relating to the amount of electricity delivered to a premises;

**metering data** has the meaning given under the *National Electricity Rules*;

**negotiated connection contract** means a *customer connection contract* between a customer and a distributor that is taken to be entered into under section 78 of the *National Energy Retail Law*;

**National Electricity Law or NEL** means the law of that name as operates in the ACT by force of the *Electricity (National Scheme) Act 1997 (ACT)*;

**National Electricity Market** means the Australian wholesale electricity market operated by AEMO under the *National Electricity Rules*;

**National Electricity Rules or NER** has the meaning given under the *National Electricity Law*;

**National Energy Retail Law** means the law of that name as operates in the ACT by force of the *National Energy Retail Law (ACT) Act 2012 (ACT)*;

**National Energy Retail Regulation** means the regulation of that name made under Part 11 of the *National Energy Retail Law* and as operates in the ACT by force of section 7 of the *National Energy Retail Law (ACT) Act 2012 (ACT)*;

**National Energy Retail Rules** has the meaning given in the *National Energy Retail Law*;

**NMI** means a National Metering Identifier assigned to a metering installation at a customer's premises;

**premises** means the address at which *customer retail services* or *customer connection services* (as the context requires) are provided to you and, to avoid doubt, may include your electrical installation;

**Privacy Act** means the Privacy Act 1988 (Cth);

**regulated entity** means –

- (a) a retailer;
- (b) a distributor; or
- (c) any other person identified in the *National Energy Retail Rules* as a regulated entity;

**residential customer** means a customer who purchases energy principally for personal, household or domestic use at a premises;

**retailer authorisation** means a retailer authorisation issued under Part 5 of the *National Energy Retail Law*;

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**retailer** means a person who is the holder of a *retailer authorisation*;

**RoLR event** has the meaning given in Part 6 of the *National Energy Retail Law*;

**RoLR deemed large customer retail arrangement** means a contract on the terms and conditions and in the form of this document;

**RoLR notice** has the meaning given in section 136 of the *National Energy Retail Law*;

**security deposit** means an amount of money or other arrangement acceptable to us as a security against a *customer* defaulting on a bill;

**small customer** means a *customer* who is a *residential customer* or a *business customer* who consumes energy at *business premises* below the *upper consumption threshold*;

**transfer date** means either the date, or the manner of fixing the date, specified in a *RoLR notice* on which the customers of the *failed retailer* are transferred to the relevant *designated RoLR* under section 140 of the *National Energy Retail Law*;

**upper consumption threshold** means the upper consumption threshold determined in accordance with section 6 of the *National Energy Retail Law*;

**Utilities Act** means the Utilities Act 2000 (ACT).

Other grammatical forms of words defined in the dictionary are taken to have a corresponding meaning.

## 2. Interpretation

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In this contract, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this contract;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) all references to 'include' or 'including' are non-exhaustive and do not imply any limitation;
- (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporation and any governmental agency;
- (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this contract;
- (g) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rule varying, consolidating, reenacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
- (i) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (j) a reference to a person includes that person's executors, administrators,

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successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;

- (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
- (l) when *italicised*, other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- (m) a period of time which:
  - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
  - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
- (n) an event which is required under this contract to occur on or by a stipulated day which is not a *business day* may occur on or by the next *business day*.