

Electricity Sales Agreement

Form of Agreement

Large Use Business Flexi

Greater than 160 MWh per annum

Customer Details

Legal Name (Customer) _____
 ABN/ACN _____ Trading As _____
 Address _____

Contact Details

Name _____ Position _____
 Phone _____ Fax _____ Email _____

Contract Details

Start date _____ End date _____ Security _____ Offer valid to _____

The charges and premises covered by this agreement are:

Product: Business Flexi

NMI	Contract Account	Address details for each premise		Billing Cycle	Price Key	Energy Charges c/kWh		Supply Charge \$/Day
		Supply	Billing			On Peak	Off Peak	
				Monthly				

All charges are exclusive of GST and are not adjusted for CPI during the term of this agreement.

It is agreed as follows:

- The agreement comprises of this form of agreement and the terms and conditions (**version 14, November 2016**) and, if this agreement is an unsolicited consumer agreement under the Australian Consumer Law, the attached coversheet.
- Synergy will sell, and you will purchase, electricity on the terms and conditions set out in the agreement.

Your Commitment and Acknowledgment

By you and Synergy signing this agreement, you and Synergy will become legally bound by this agreement (subject to its terms), and you acknowledge and commit to the following:

- You and Synergy are bound by the terms in this agreement (including this form of agreement).
- Synergy will supply electricity to the premises, and you must purchase electricity from Synergy, on the terms and conditions contained in this agreement.
- You recognise that items in bold have the meaning set out in this form of agreement or clause 23.1 of the terms and conditions as applicable.
- You acknowledge that you may be required to pay fees and other amounts in addition to the charges set out in the table above, under and in accordance with the terms and conditions.
- If you are transferring your electricity supply from another retailer and you wish for Synergy to assume the rights and obligations regarding the supply of electricity to you, you consent to Synergy effecting a transfer from your existing electricity supplier to Synergy.
- You authorise Synergy to do all things necessary to:
 - arrange the transfer of electricity supply from your existing supplier; and
 - provide information relating to you to Western Power Networks as required for the above purposes.
- If so required, you will give any information, notification and cooperation required to assist Synergy in completing these matters including duly completing and signing all necessary forms.
- You have received from Synergy in plain language appropriate to you all matters materially relevant to the consent and authorisation set out in this commitment and acknowledgment, including the specific purpose for which the consent will be used.
- Special conditions may be applicable to you as part of your terms and conditions. If special conditions are required, these will be set out in this form of agreement or provided as an appendix to this agreement.

Signature

Executed for and on behalf of the *Customer* by its duly authorised representative:

**SIGN
HERE**

Authorised Signatory

Name (please print)

Title (please print)

Date

Executed by the **ELECTRICITY GENERATION AND RETAIL CORPORATION trading as SYNERGY** ABN 58 673 830 106 by person(s) authorised by its Board in accordance with Section 135(4) and (5) of the Electricity Corporations Act 2005:

Signatory

Synergy Contact Details

Name _____ Email _____
 Phone _____ Contract reference/DMS# _____

Collection of Information Notice

To assist us to provide you with services and supply electricity to you, we need to collect personal and credit information about you. We may disclose this information to other parties (who may be located overseas), including third party providers, and to external agencies as described in our privacy policy, and may also use your personal information for direct marketing purposes. Our privacy policy explains what information we collect and why we collect it, how we use that information, who we work with, and the countries (currently the USA, Japan, Philippines and New Zealand) where those recipients may be located. This policy also explains your rights to access and correct any information we store about you, how to make a privacy complaint and how to opt out of receiving direct marketing. Our privacy policy is available at synergy.net.au/privacy or call us on **13 13 54**.

When you apply to us to have your electricity paid in arrears you are applying to us for commercial credit. To assess that application we may also collect commercial credit information about you from credit reporting bodies (CRBs). We collect and use that information for the purpose of assessing your commercial credit application and collecting overdue payments. We may also disclose commercial credit information to CRBs such as information about overdue payments. Our privacy policy also includes important information about credit reporting such as the details about the CRBs to whom we may disclose your credit information, the information that CRBs hold, and how you can request CRBs not to use or disclose your information for pre-screening or when you consider yourself to be victim of fraud. You can request a copy of a statement setting out the important credit reporting information by contacting us.

Special Conditions

1. Paying your bill

Clause 8.2 (Paying your bill) in the Business Plan Terms and Conditions (version 15, 2021) is deleted and replaced with:

“You must pay the total amount payable for each **bill** by the due date specified in that **bill**. The due date will be at least 30 calendar days from the date of the **bill**.

You can find out the range of payment options that **you** can choose from by referring to **your bill**, by visiting **Synergy’s** website or by calling **Synergy’s** retail sales team.”

2. Addition or removal of Premises

2.2.2 Addition of Premises

(a) You may, by giving at least 30 days prior written notice to Synergy, request additional premises to be included as Premises under this Agreement (**Additional Premises**). The written notice given by You must:

- (i) state the address and the proposed commencement date for supply to the Additional Premises; and
- (ii) include a statement signed by an officer of Yours confirming that the Additional Premises is a site wholly-owned or managed by you and (without limiting any other term of this Agreement in any way) undertaking to pay all and any costs and expenses incurred by Synergy or the Western Power Networks in relation to connection of the Additional Premises to the electricity network and metering of the supply of electricity to the Additional Premises.

(b) If the notice given by You complies with paragraph (a) above and Synergy is satisfied that:

- (i) the Additional Premises historically consumes, or is likely to continue to consume, 50MWh per annum or more;
- (ii) the Additional Premises is a site wholly-owned or managed by You; and
- (iii) the addition of the Additional Premises would not cause the total annual forecast consumption of You, (calculated so as to combine the annual forecast consumption for the Additional Premises with the annual forecast consumption for the existing Premises), to exceed XXX kWh,

Synergy may confirm in writing to You the following (**Addition Confirmation**):

- (i) the address of the Additional Premises;
- (ii) the agreed commencement date for the Additional Premises to be supplied (**Date of Commencement**); and
- (iii) any other details for inclusion in the Premises Table.

(c) Once Synergy has given the Addition Confirmation, this Agreement will be taken to be amended to include the Additional Premises as Premises and vary the Premises Table to reflect the Addition Confirmation with effect from the Date of Commencement. The terms of this Agreement will then apply in full force and effect to the Additional Premises.

1.1.1 Removal of Premises

(a) You may, by giving not less than 90 days prior written notice to Synergy, request that Synergy discontinue supply to certain Premises (**Discontinuing Premises**). The written notice given by You must:

(i) state the address of the Discontinuing Premises and the proposed date of cessation;

(ii) include a statement signed by an officer of Yours (**Statement**) confirming that You are requesting this discontinuance of supply to the Discontinuing Premises only as a result of:

(A) You proposing to enter into an agreement with a third party for the set off of the import and export of energy between one Premises and the Discontinuing Premises (or between multiple Discontinuing Premises), provided that Synergy has had an opportunity to offer a similar product and has notified You that it will not offer You a similar product;

(B) the Discontinuing Premises being sold in whole to a third party that is not an entity controlled by You or, controlling You or under the control of an entity that controls You.

(b) If the notice given by You complies with paragraph (a) above and Synergy is satisfied that the circumstances in the Statement are correct, the parties will seek to agree the date of cessation (**Date of Cessation**) for the Discontinuing Premises. Once the Date of Cessation is agreed, Synergy will confirm in writing (**Removal Confirmation**) to You the following:

(i) the address of the Discontinued Premises; and

(ii) the agreed Date of Cessation for the Discontinuing Premises;

and once Synergy has given the Removal, then subject to paragraphs (b) and (c) below, this Agreement will be taken to be amended with necessary changes to Table 1 to effect the removal of the Discontinuing Premises as a Premises from the Date of Cessation. The terms of this Agreement will otherwise continue to apply in full force and effect.

(c) Where Synergy has given a Removal Confirmation, then:

(i) without limiting any other term of this Agreement in any way, You will be liable for and must indemnify Synergy fully for any Charges payable in relation to the Discontinuing Premises up until the Date of Cessation and after that date any Charges that arise that Synergy is reasonably unable to avoid including, but not limited to, all and any Access Charges, capacity charges and costs and expenses incurred by Synergy in relation to disconnection of the Discontinuing Premises from the Network and removal or other treatment of any associated metering equipment;

(ii) despite any other provision of this special condition, the discontinuation of supply to the Discontinuing Premises from the Date of Cessation will not affect the determination of or the Customer's obligation to pay the Minimum Charge; and

(iii) neither the removal of any Discontinuing Premises from the Premises nor any other provision in this special condition has or will have the effect of terminating this Agreement or excusing You from its obligations, responsibilities and liabilities under or in relation to this Agreement unless, upon issuing the Removal Confirmation there are no Premises taken to be listed in Table 1, at which time the contract will terminate on the Date of Cessation of the last Discontinuing Premises.

If Synergy does not give a Removal Confirmation, then the Discontinuing Premises will remain as part of the Premises. If Synergy:

(i) does not give a Removal Confirmation; or

(ii) gives a Removal Confirmation but the Customer does not comply with paragraph (c) above,

then, without prejudice to any other right or remedy Synergy may have, Synergy may at its sole discretion take all necessary action to enforce its rights including to prevent any unauthorised transfer of the Discontinuing Premises or unlawful termination of this Agreement.

3. Natural Power

Insert after subclause 4(c) of the terms and conditions, the following subclauses:

(d) Subject to clause 4(e), you agree to pay the Synergy NaturalPower® charge on the percentage of your electricity consumption which you nominate in the form of agreement. The NaturalPower charge is in addition to the other charges payable under the agreement (including the Energy Charges).

(e) Synergy may adjust the NaturalPower charge each financial year during the term of your agreement by giving written notice to you of any adjustment (Notice). You must notify Synergy in writing within 15 business days of receiving the Notice if you wish to terminate your obligation to purchase NaturalPower. Otherwise you are deemed to have accepted the adjustment to the NaturalPower charge from the date specified in the Notice and you will continue to purchase a percentage of your electricity as NaturalPower as set out in the form of agreement.

NMI	Contract Account	Address details for each premise		% Natural Power	Natural Power Energy Charges c/kWh
		Supply	Billing		

All prices are exclusive of GST and are not adjusted for **CPI** during the term of this **agreement**