

# Synergy Electricity Sales Agreement

## Form of Agreement - unbundled

### 1. Parties

This Agreement is between:

1. Synergy	2. Customer
Electricity Generation and Retail Corporation trading as Synergy  ABN 58 673 830 106 Forrest Centre 219 St Georges Terrace Perth WA 6000	

### 2. Agreement to Supply Electricity

During the Contract Period, the Customer will purchase, and Synergy will sell, electricity on the terms set out in this Agreement.

This Agreement comprises:

- this Form of Agreement, including its Schedules:
  - Schedule 1 – Contract Details;
  - Schedule 2 – Premises Details and Charges;
  - Schedule 3 – Capacity Charge formula;
  - Schedule 4 – Renewable Energy Certificate Charge formula;
  - Schedule 5 – Charge Adjustment for CPI formula;
  - Schedule 6 – Line Loss Adjustment formula; and
  - Schedule 7 – Special Conditions, if any; and
- the Electricity Sales General Conditions as specified in Schedule 1 (**General Conditions**).

In the event of any conflict or inconsistency between the terms contained in this Form of Agreement (including its Schedules) and the terms contained in the General Conditions, the terms contained in this Form of Agreement prevail.

Defined terms have the meaning given to them in this Form of Agreement or the Definitions and Interpretations clause (clause 19) of the General Conditions.

### 3. Condition Precedent

None.

**Executed as an Agreement:**

**Executed by CUSTOMER NAME** in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:

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Director / Company Secretary

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Director

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Printed Name

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Printed Name

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Date

**Executed by the ELECTRICITY GENERATION AND RETAIL CORPORATION trading as SYNERGY** by a person or persons authorised by its Board in accordance with section 135(4) and (5) of the Electricity Corporations Act 2005 (WA):

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Authorised Signatory

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Witness

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Printed Name

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Printed Name

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Title

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Title

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Date

# Schedule 1 – Contract Details

Item	Description	Detail	
<b>1. Customer Details</b>			
1.1	Customer Name		
1.2	ABN/ACN		
1.3	Street Address		
1.4	City, State and Postcode		
<b>2. Contract Information</b>			
2.1	Applicable Electricity Sales Agreement General Conditions <b>(General Conditions)</b>	Electricity Sales General Conditions April 2021	
2.2	Security Deposit	Refer to Schedule 7 (special conditions)	
2.3	Commencement Date	TBA	
2.4	End Date	TBA	
<b>3. Address for Service of Notices</b>			
		<b>Synergy</b>	<b>Customer</b>
3.1	Attention	Contract Manager	
3.2	Company	Electricity Generation and Retail Corporation trading as Synergy	
3.3	Address	Forrest Centre, 219 St Georges Terrace Perth, WA 6000	
3.4	E-Mail	contractmanagement@synergy.net.au	

## Schedule 2 – Premises Details & Charges

Item	Premises Number	Premises 1	Premises 2	Premises 3	Premises 4	Premises 5	Premises 6
1	Premises	NMI					
		Location					
		Bill Account No.					
		Nominal Supply Voltage					
2	Loss Factors at the Commencement Date	Transmission Loss Factor					
		Distribution Loss Factor					
		Combined Trans and Dist Loss Factors (LLF)					
3	Energy Charge Rates exc GST (adjusted under Schedule 5 and 6)	On-Peak Energy Charge Rate Exclusive LLF (cents / kWh)*					
		Off-Peak Energy Charge Rate Exclusive LLF (cents / kWh)*					
4	Supply Charge Rate exc GST (as may be adjusted under Schedule 5, if applicable)	Supply Charge Rate (\$ / day)*					

Item		Premises Number	Premises 1	Premises 2	Premises 3	Premises 4	Premises 5	Premises 6
5	Capacity Charges		Calculated in accordance with Schedule 3					
6	Covered Services and Network Charges	Covered Service <sup>1</sup> (pass through)						
		Network Charges <sup>1</sup> (pass through)	Pass through based on actual Network Charges for the Covered Service type					
		Contract Maximum Demand or CMD <sup>2</sup>						
		Excess Network Usage Charge	As determined under the Western Power price list that applies at the time demand exceeds the CMD					
7	REC Charges (as determined under Schedule 4)	LRET charge rate (\$ / MWh)						
		SRES charge rate (\$ / MWh)						
8	Other Charges	Minimum Charge Amount (\$ per Minimum Charge Period) (as adjusted for CPI under Schedule 5)	N/A					
		Minimum Charge Period	N/A					
		NaturalPower (c/kWh) excl GST						

Item		Premises Number	Premises 1	Premises 2	Premises 3	Premises 4	Premises 5	Premises 6
		NaturalPower %						
9	Commencement date and end date of Contract Period for each Premises	Commencement date	See Schedule 1					
		End date	See Schedule 1					

The charges in this schedule 2 are base figures and subject to adjustment and change at any time in accordance with this Agreement.

<sup>1</sup> Covered Services may be Reference Services or Non-Reference Services. It is the Customer's responsibility to select a Covered Service that suits its needs and for which it is eligible. Whether a particular Covered Service applies to the Customer will depend on the Customer meeting the eligibility conditions for that Covered Service. Covered Services are subject to adjustment and change. Refer clause 4.3 of the General Conditions.

<sup>2</sup> Subject to the Network Operator's approval (which approval is itself subject to the Customer complying with the Network Operator's approval requirements).

## Schedule 3 – Capacity Charge formula

The Capacity Charge formula for an Accounting Period that begins prior to 1 October 2021:

$$\text{Cap Charge}_{(n)} = (\text{Cap\_Price}_{(n)} \times \text{RCR}_{(n)} \times \min(\text{RCT}, \text{TAC-DAC}) \div \text{RCT}) + \text{SRCC}_{(n)}$$

The Capacity Charge formula for an Accounting Period that begins on or after 1 October 2021:

$$\text{Cap Charge}_{(n)} = \text{Weighted\_Capacity\_Value}_{(n)} \times \text{RCR}_{(n)} \times \text{TAC} \div \text{RCT}$$

Where the components of the formula have the meanings set out below.

Where a component changes part way through an Accounting Period, the updated component will be used on and from the date the updated component applies.

### Cap Charge<sub>(n)</sub>:

<b>Cap Charge<sub>(n)</sub></b>	Capacity Charge payable by the Customer for all or part of Accounting Period (n).
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### Cap\_Price<sub>(n)</sub>:

<b>Cap_Price<sub>(n)</sub></b>	Cap Price <sub>(n)</sub> is the value of the Monthly Reserve Capacity Price in \$/MW published from time to time by the WMO multiplied by 12 and then divided by 365 (or in the case of a leap year by 366) and multiplied by the number of days in Accounting Period (n).
<b>Monthly Reserve Capacity Price</b>	As defined in the Market Rules.

### RCR<sub>(n)</sub>:

<b>RCR<sub>(n)</sub> (Reserve Capacity Requirement)</b>	<p>The Reserve Capacity Requirement for Accounting Period (n) being the summation of the amounts calculated in respect of each NMI as follows:</p> <ol style="list-style-type: none"> <li>For all NMI's with 12 PTI's in the previous Hot Season as determined by the WMO for assigning Capacity Credits:           <math display="block">\text{RCR}_{(n)} = \text{MPL}_{(n)} * \text{Propn\_Reg}_{(n)} * \text{TDL\_Ratio}_{(n)} * \text{Total\_Ratio}_{(n)}</math> </li> <li>For All other NMI's:           <math display="block">\text{RCR}_{(n)} = \text{MPL}_{(n)} * \text{Propn\_Reg}_{(n)} * \text{Total\_Ratio}_{(n)}</math> </li> </ol>
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Terms used in **RCR<sub>(n)</sub>** have the following meaning:

<b>4 PTIs</b>	4 highest demand Trading Intervals in the Network during Accounting Period (n), where "demand" refers to total demand in the Network, net of embedded generation, determined by the WMO.
<b>12 PTIs</b>	3 highest demand Trading Intervals on each of the 4 days with the highest daily demand, where "demand" refers to total demand in the Network, net of embedded generation, determined by the WMO.
<b>Capacity Credits</b>	As defined in the Market Rules.
<b>Hot Season</b>	As defined in the Market Rules.

<b>WMO</b>	Independent market operator established under the <i>Electricity Industry (Independent Market Operator) Regulations 2004 (WA)</i> or any replacement entity (including the AEMO) to which some or all of the independent market operators relevant functions are transferred.
<b>Market Rules</b>	Wholesale Electricity Market Rules made under the <i>Electricity Industry (Wholesale Electricity Market) Regulations 2004 (WA)</i> .
<b>MPL<sub>(n)</sub> (Median Peak Load)</b>	The Median Peak Load for Accounting Period (n) is calculated as follows:  1. For all NMIs with 12 PTIs in the previous Hot Season as determined by the WMO for assigning Reserve Capacity Credits: The median value of the Customer's demand (in kW) at the Premises (NMI) for the 12 PTIs which occur during the period during the previous Hot Season. 2. For All other NMIs: The median value of the Customer's demand (in kW) at the Premises (NMI) for the 4 PTIs during Accounting Period (n - 3), multiplied by 1.3 or the ratio applied by the WMO to convert the median value to the NMTDCR as specified in the Market Rules which is applicable during Accounting Period (n).
<b>N</b>	Each Accounting Period during the Contract Period where Accounting Period 1 is the Accounting Period in which the Commencement Date occurs.
<b>NMI</b>	National Metering Identifier, which is a unique numeric identifier assigned to each connection point at the Premises, as allocated by the Network Operator.
<b>NMTDCR</b>	New Meter Temperature Dependent Capacity Requirement as determined in the Market Rules.
<b>Non-Temperature Dependent Load (NTDL)</b>	As defined in the Market Rules.
<b>NTDL Ratio<sub>(n)</sub></b>	"NTDL Ratio" (as that term is defined in Step 8 of Appendix 5 of the Market Rules) which is applicable to Accounting Period (n), as published by the WMO in accordance with the Market Rules
<b>PTI</b>	Peak Trading Interval as defined in the Market Rules
<b>Propn_Reg<sub>(n)</sub></b>	An apportioning factor being "1" for each Accounting Period (n) except for: <ul style="list-style-type: none"> <li>the first Accounting Period of the Contract Period, where this is the number of days from the Commencement Date to the last day of that Accounting Period (including the Commencement Date and the last day) divided by the total number of days in that Accounting Period; and</li> <li>the last Accounting Period of the Contract Period, where this is the number of days from the first day of that Accounting Period to the End Date (including the first day and the End Date) divided by the total number of days in that Accounting Period.</li> </ul>
<b>Temperature Dependent Load (TDL)</b>	As defined in the Market Rules.
<b>TDL_Ratio<sub>(n)</sub></b>	TDL Ratio for Accounting Period (n) means the Temperature Dependent Load Ratio as determined and published by the WMO in accordance with the Market Rules which is applicable to Accounting Period (n).
<b>Total_Ratio<sub>(n)</sub></b>	Total Ratio for Accounting Period (n) as determined and published by the WMO in accordance with the Market Rules which is applicable to Accounting Period (n).

**SRCC<sub>(n)</sub>:**

<b>SRCC<sub>(n)</sub> (Shared Reserve Capacity Charge)</b>	The Shared Reserve Capacity Charge is calculated as follows:  $SRCC_{(n)} = (RCR_{(n)} \div RCT) \times (\max(0, (TAC - DAC - RCT))) \times Cap\_Price_{(n)} + DAC \times DSMCap\_Price_{(n)} + T2_{(n)}$
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Terms used in the remainder of the formula and in **SRCC<sub>(n)</sub>** have the following meaning:



<b>Capacity Year</b>	As defined in the Market Rules.
<b>RCT</b>	Reserve Capacity Target as defined in the Market Rules.
<b>TAC (Total Assigned Capacity)</b>	Total quantity of Capacity Credits assigned by the WMO in the applicable Capacity Year as published by the WMO.
<b>DAC (DSM Assigned Capacity)</b>	Total quantity of DSM Capacity Credits assigned by the WMO in the applicable Capacity Year as published by the WMO.
<b>DSM<sub>Cap</sub>_Price<sub>(n)</sub></b>	DSM <sub>Cap</sub> Price <sub>(n)</sub> is the value of the DSM Reserve Capacity Price in \$/MW published from time to time by the WMO divided by 365 (or in the case of a leap year by 366) and multiplied by the number of days in Accounting Period (n).
<b>DSM Capacity Credits</b>	As defined in the Market Rules.
<b>DSM Reserve Capacity Price</b>	As defined in the Market Rules.
<b>T2<sub>(n)</sub></b>	Any "Tranche 2 DSM Dispatch Payments" for a previous Accounting Period, as described in clause 4.28.4 of the Market Rules, that Synergy has been charged by the WMO and that have not previously been included in the SRCC calculated under this Schedule 3.

**Weighted\_Capacity\_Value(n):**

<b>Weighted_Capacity_Value(n)</b>	<p>Weighted_Capacity_Value(n) is the \$/MW/month weighted average value of Capacity Credits in the WEM in accounting period n and is calculated as follows:</p> $\text{Weighted\_Capacity\_Value} = \frac{\sum_{pt=1}^x \text{Capacity\_Volume}(pt, n) \times \max(\text{Capacity\_Price}(pt, n), \text{TransCapPrice}(n))}{\sum_{cp=1}^x \text{Capacity\_Volume}(pt, n)} / 12$
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Terms used in the remainder of the formula and in **Weighted\_Capacity\_Value(n)** have the following meaning:

<b>pt</b>	pt is the set of x different prices types at which the WMO has assigned Capacity Credits to in accounting period (n), as published by AEMO in accordance with clause 4.20.5AA of the Market Rules.
<b>Capacity_Volume(pt,n)</b>	Capacity_Volume(pt,n) is the MW volume of Capacity Credits receiving price type (pt) in accounting period (n), as published by the WMO in accordance with clause 4.20.5AA of the Market Rules.
<b>Capacity_Price(pt,n)</b>	Capacity_Price(pt,n) is the \$/MW/year value applicable for Capacity Credits receiving price type (pt) in accounting period (n), as published by the WMO in accordance with clause 4.20.5AA of the Market Rules
<b>TransCapPrice(n)</b>	TransCapPrice(n) is the 'Facility Monthly Reserve Capacity Price' for a 'Transitional Facility' determined in accordance with clause 4.29.1B of the Market Rules accounting period n as determined by the WMO under the WEM Rules multiplied by 12 (to give a \$/MW/year value)

<b>'Facility Monthly Reserve Capacity Price'</b>	As defined in the Market Rules
<b>'Transitional Facility'</b>	As defined in the Market Rules

## Schedule 4 – Renewable Energy Certificate Charge formula

Renewable Energy Certificate Charge formulas:

$$LRET\ Charges_n^1 = E_n \times DN_n \times C \times B_n$$

$$SRES\ Charges_n = E_n \times DN_n \times STC \times STP_n$$

Where:

<b>B</b>	Renewable Power Percentage as published annually in the <i>Renewable Energy (Electricity) Regulations 2001</i> (Cth) as amended from time to time and which is applicable during Accounting Period (n).
<b>C</b>	Means an amount equal to the amount for the relevant year as set out in item 7 of Schedule 2 "LRET Charge Rate (\$ / MWh)", which the Customer must pay to Synergy for each large-scale generation certificate as that term is defined in the <i>Renewable Energy (Electricity) Act 2000</i> (Cth).
<b>DN</b>	The applicable distribution loss factor(s) as published by the IMO from time to time, which apply during Accounting Period (n). If the DN changes during any Accounting Period, then Synergy will determine the appropriate DN to use for that Accounting Period.
<b>Quarter</b>	A period of three consecutive months commencing on 1 January, 1 April, 1 July or 1 October in any calendar year.
<b>REC</b>	Means a Large-scale Generation Certificate or a Small-scale Technology Certificate as that term is defined in the <i>Renewable Energy (Electricity) Act 2000</i> (Cth) as amended from time to time.
<b>STC</b>	Means an amount equal to the amount for the relevant year as set out in item 7 of Schedule 2 "SRES Charge Rate (\$ / MWh)", which the Customer must pay to Synergy for each small-scale technology certificate as that term is defined in the <i>Renewable Energy (Electricity) Act 2000</i> (Cth).
<b>STP</b>	Means Small-scale Technology Percentage as published annually in the <i>Renewable Energy (Electricity) Regulations 2001</i> (Cth) as amended from time to time and which is applicable during Accounting Period (n).
<b>E</b>	The actual electricity consumed, measured in MWh at the Meter, during Accounting Period (n).
<b>n</b>	Each Accounting Period during the Contract Period where Accounting Period 1 is the Accounting Period in which the Commencement Date occurs.

<sup>1</sup> Referred to on the Synergy invoice as either the REC or LRET charges.

## Schedule 5 – Charge Adjustment for CPI Formula

Not Applicable

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## Schedule 6 – Line Loss Adjustment

The Energy Charges do not include transmission and distribution loss factors. Adjustment for changes to transmission and distribution loss factors will be made for each Accounting Period, as follows:

$$P_n = P_{cb} \times LF_n$$

<b>P<sub>n</sub></b>	The amended Energy Charges (as applicable) for each Premises.
<b>P<sub>cb</sub></b>	The Energy Charges (as applicable) immediately prior to the change in loss factors, as adjusted under Schedule 5.
<b>LF<sub>n</sub></b>	The new combined distribution and transmission loss factor that applies to the Premises at the time of calculation.

**Note:** Three calculations will need to be performed to determine each of the Energy Charges.

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## Schedule 7 – Special Conditions

In this Agreement, the terms of the General Conditions are amended as follows:

### 7.1 Security Deposit Waiver

- (a) Despite clause 18 of the General Conditions, the Customer is not required to provide a security deposit with Synergy prior to the Commencement Date. However, at any time after the Commencement Date Synergy may require the Customer to provide a security deposit as set out in this special condition if:
- (i) an Event of Default in respect of the Customer occurs; or
  - (ii) Synergy in its absolute discretion believes there has been or in the foreseeable future there may be a material adverse change in the Customer's financial position.
- (b) If Synergy requires the Customer to provide a security deposit then the Customer must:
- (i) provide a security deposit in an amount equal to two times the average amounts invoiced by Synergy during the three most recent Accounting Periods, or if such information is not available Synergy's estimate of the amount of Charges payable for a typical Accounting Period multiplied by two;
  - (ii) meet its security deposit obligation either by providing:
    - (A) a cash deposit to Synergy; or
    - (B) a bank guarantee to Synergy on terms and by a financial institution acceptable to Synergy, guaranteeing the performance by the Customer of its obligations under this Agreement;
  - (iii) provide the security deposit within five Business Days of receipt of Synergy's notice requiring the provision of the security deposit.
- (c) If the Customer has provided a security deposit under this special condition, then:
- (i) Synergy may require the Customer to increase the amount of the security deposit if in Synergy's opinion the Customer's electricity consumption has or shortly will increase materially. Synergy will determine the amount of the increased security deposit by estimating the Charges payable for an Accounting Period reflecting the increase in consumption and multiplying that estimate by two; or
  - (ii) the Customer may request Synergy to reduce the amount of the security deposit if the Customer provides evidence reasonably satisfactory to Synergy reflecting a material and permanent decrease in the Customer's electricity consumption. Synergy will not unreasonably withhold its consent to this request.
- (d) Synergy's rights as set out in this special condition are in addition and without prejudice to its rights under clause 14.1 of the General Conditions.

## 7.2 Agreed LFAS Charge

7.2.1 The parties agree that the costs passed through to Synergy by the operator of the wholesale electricity market (**WEM Operator**) for Load Following Services (as defined in the Market Rules) will not be charged to the Customer on the basis of a straight pass through. Instead, the parties agree that the Customer will pay the Agreed LFAS Charge as calculated for each Accounting Period in accordance with this special condition.

7.2.2 The parties acknowledge the Agreed LFAS Charge:

- (a) reflects, and will reflect, for each Accounting Period, an agreed contractual position in relation to fees and charges for Load Following Services charged to Synergy by the WEM Operator in relation to Synergy's energy consumption for that Accounting Period; and
- (b) does not purport to reflect or represent the actual fees and charges for Load Following Services charged to Synergy by the WEM Operator for any such relevant Accounting Period or Trading Month, and should not be relied upon for that purpose.

7.2.3 The Agreed LFAS Charge is calculated as follows:

$$\text{Agreed LFAS Charge} = (\text{LFAS Price for TMn-3}) \times (\text{Loss Adjusted Consumption in MWh for APn})$$

Where:

<b>APn</b>	is the relevant Accounting Period.
<b>TMn</b>	is the Trading Month immediately prior to the month in which the first day of the relevant Accounting Period occurs.
<b>Trading Month</b>	is as defined in the Market Rules.
<b>LFAS Price for TMn-3</b>	is the LFAS Price (\$/MWh) for TMn-3, calculated as: $[(\text{TPMLFMCS} + \text{TPMLFCCS}) / \text{TPMLFCQ}] - (\text{RCLFRRCR} / \text{TPMLOAD})$ or, where Synergy's billing system has an LFAS Price for TMn-4 because the billing system has not yet been updated to LFAS Price for TMn-3, the LFAS Price for TMn-4 specified in Synergy's billing system.
<b>TPMLFCCS</b>	is the amount determined under clause 9.9.2(p) of the Market Rules for Synergy for TMn-3, which is referred to as the "Load Following Market Capacity Cost Share" in Synergy's Non-STEM Settlement Statement.
<b>TPMLFMCS</b>	is the amount determined under clause 9.9.2(n) of the Market Rules for Synergy for TMn-3, which is referred to as the "Load Following Market Cost Share" in Synergy's Non-STEM Settlement Statement.
<b>TPMLFCQ</b>	is Synergy's contributing quantity for TMn-3 determined in accordance with clause 3.14.1(a) of the Market Rules, which is referred to as the "Monthly Contributing Quantity to Consumption" in Synergy's Non-STEM Settlement Statement.
<b>RCLFRRCR</b>	is the amount determined under clause 9.9.2(q) of the Market Rules for Synergy for TMn-3 multiplied by the amount determined under clause 9.7.1 of the Market Rules for Synergy's Capacity_Share (pm) of the Market Rules for TMn-3, which is referred to as the "Reserve Capacity Load Following Requirement Market Rebate" in Synergy's Non-STEM Settlement Statement .

<b>TPMLOAD</b>	is Synergy's Monthly Participant Load for TM-3 determined under clause 9.13.1 of the Market Rules.
<b>Loss Adjusted Consumption in MWh for APn</b>	$T \times DN \times TN$
<b>T</b>	The actual electricity consumed, measured in MWh at the meter, during the relevant Accounting Period.
<b>DN</b>	The applicable distribution loss factor(s) as published by the WEM Operator (subject to change) for the relevant Accounting Period. If the DN changes during any Accounting Period then Synergy will determine the appropriate DN to use for that Accounting Period.
<b>TN</b>	The applicable transmission loss factor(s) as published by the WEM Operator (subject to change) for the relevant Accounting Period. If the TN changes during any Accounting Period then Synergy will determine the appropriate TN to use for that Accounting Period.

### 7.3 Terms of Payment

The definition of 'Due Date' in clause 19.1 of the General Conditions is deleted and replaced with the following:

'Due Date means 30 days from the date of the Tax Invoice.'

### 7.4 Addition or Removal of Premises

#### 7.4.1 Additional Premises

- (a) The Customer 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 the Customer 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 the Customer confirming that the Additional Premises is a site wholly-owned or managed by the Customer 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 Network Operator in relation to connection of the Additional Premises to the Network and metering of the supply of electricity to the Additional Premises.
- (b) If the notice given by the Customer 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 the Customer; and

- (iii) the addition of the Additional Premises would not cause the total annual forecast consumption of the Customer, (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 the Customer 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 Schedule 1 and Schedule 2.
- (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 Schedule 1 and Schedule 2 to reflect the Addition Confirmation with effect from the Date of Commencement. The terms of this Agreement will apply in full force and effect to the Additional Premises.

#### 7.4.2 Removal of Premises

- (a) The Customer may, by giving not less than 30 days prior written notice to Synergy, request that Synergy discontinue supply to certain Premises (**Discontinuing Premises**). The written notice given by the Customer must:
- (i) state the address of the Discontinuing Premises and the proposed date of cessation;
  - (ii) include a statement signed by an officer of the Customer (**Statement**) confirming that the Customer is requesting this discontinuance of supply to the Discontinuing Premises only as a result of:
    - (A) the Discontinuing Premises being permanently closed by the Customer;
    - (B) the Discontinuing Premises being sold in whole to a third party that is not an entity controlled by the Customer, controlling the Customer or under the control of an entity that controls the Customer; or
    - (C) the Discontinuing Premises being replaced by additional premises, at least the same load profile as the Discontinuing Premises.
- (b) If the notice given by the Customer 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 the Customer 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 Schedule 1 and Schedule 2 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, the Customer 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 the Customer from its obligations, responsibilities and liabilities under or in relation to this Agreement.
- (d) 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.

## 7.5 NaturalPower

- (a) Subject to clause 7.5(b), the Customer agrees to pay the Synergy NaturalPower charge specified in the Form of Agreement on the percentage of its electricity consumption which it nominates in the Form of Agreement for each Premises. The NaturalPower charge is in addition to the other Charges payable under this Agreement.
- (b) Synergy may adjust the NaturalPower charge each financial year during the term of this Agreement by giving the Customer written notice of any adjustment (Notice). The Customer must notify Synergy in writing within 15 Business Days of receiving the Notice if the Customer wishes to terminate its obligation to purchase NaturalPower. Otherwise the Customer is deemed to have accepted the adjustment to the NaturalPower charge from the date specified in the Notice and the Customer will continue to purchase a percentage of its electricity as NaturalPower as set out in the Form of Agreement.