

Electricity supply for small business customers within an embedded network:

Details and Disclosure Document

This document forms part of your agreement for the supply of electricity to your premises within Marina Square. It should be read in conjunction with our standard terms and conditions of electricity supply for small customers within an embedded network.

Charges

1. Energy Charges

Energy Charges as at the date of this document are as follows. Please note that these are subject to change (see further below). Evergy offer the following Small Business Rates:

Single Rate Plans			
		c/kWh (GST exclusive)	c/kWh (GST inclusive)
Electricity Small Business Single Rate (EVER200)	Daily Supply Charge	181.8200	200.0000
	General Usage Charge	34.9500	38.4500
Electricity Small Business Single Rate: eBilling (EVER201)*	Daily Supply Charge	181.8200	200.0000
	General Usage Charge	30.9100	34.0000

Time-of-use Plans			
		c/kWh (GST exclusive)	c/kWh (GST inclusive)
Electricity Small Business Time-of-use (EVER210)	Daily Supply Charge	200.9100	221.0000
	Peak Charge	59.0900	65.0000
	Shoulder Charge	33.6400	37.0000
	Off Peak Charge	20.0000	22.0000
Electricity Small Business Time-of-use: eBilling (EVER211)*	Daily Supply Charge	190.9100	210.0000
	Peak Charge	51.8200	57.0000
	Shoulder Charge	30.0000	33.0000
	Off Peak Charge	18.0900	19.9000
Electricity Small Business Time-of-use Demand (EVER220)	Daily Supply Charge	525.4500	578.0000
	Peak Charge	34.8200	38.3000
	Shoulder Charge	30.0000	33.0000
	Off Peak Charge	18.4500	20.2950
	Demand Charges	40.7300	44.8000
Electricity Small Business Time-of-use Demand: eBilling (EVER221)*	Daily Supply Charge	498.1800	548.0000
	Peak Charge	34.8200	38.3000
	Shoulder Charge	30.0000	33.0000
	Off Peak Charge	18.4500	20.2950
	Demand Charges	40.7300	44.8000

* This electricity plan is only available where email is selected as the invoice distribution method. If you change your invoice delivery preference to a non-email method, you may no longer be eligible to remain on this plan.

Note: the applicable times for peak, shoulder and off-peak periods can be found on our website or Evergy's website.

Note: The applicable times for peak, shoulder and off-peak periods can be found on our website or Evergy's website. Demand Charges are applied to the maximum half hourly kW power reading over the 12 months prior to the bill being calculated. The chargeable kW reading occurs between 3pm and 9pm on working weekdays. The Demand Charge is in cents per kW per day and is calculated on the number of days in the billing period.

2. Variation in charges

We will review our Energy Charges at least twice per year, with a view to keeping them competitive with comparable pricing offered by the largest retailers. We will publish our revised Energy Charges on our website or Evergy's website, and we will also give you at least 10 Business Days' notice of the change.

3. Other charges (if applicable) as at commencement of supply:

A number of other charges may apply, depending upon your circumstances. Some of the more common charges, and the amount of them as at the commencement date, is set out below.

	Amount, GST-exclusive	Amount, GST-inclusive
Late payment fee	\$12.00 (GST Exempt)	\$12.00 (GST Exempt)
Bank Dishonour Fee (Direct Debit or Credit Card)³	\$10.00 (GST Exempt)	\$10.00 (GST Exempt)
Connection charge Standard Connection¹	\$13.27	\$14.60
Connection charge Same Day Connection²	\$45.38	\$49.92
Move out disconnection charge	\$13.27	\$14.60
Disconnection charge – Due to Non-Payment	\$185.00	\$203.50
Special meter read validation charge	\$145.30	\$159.83

¹ Next available connection day; ² Connection request received before 2pm and technician available to reconnect; ³ You may also incur fees from the company that processes your payment.

We reserve the rights to engage a third-party collection agency to recover any amounts outstanding after the due date of your final invoice. Any additional fees and charges associated with the collection of debt after the due date of the final bill will be charged against you as additional debt due and owing.

A full list of charges that may apply, depending on your circumstances, can be found on our website or Evergy's website. These charges and their amounts may change from time to time, on at least 10 Business Days' notice.

4. Network charges

If you later decide to buy your electricity from a different supplier who is an authorised electricity retailer, you will still need to pay us network charges for as long as you occupy the premises, as we in turn will still continue to incur such costs in respect of your premises. You should make arrangements with your new authorised electricity retailer to ensure that the charges you pay it do not include a component for this, unless it is part of an arrangement under which the new retailer agrees to pass those charges on to us (so that you can pay the new retailer instead of us).

These network charges will be calculated on a "shadow pricing" basis, meaning that the charge will be equivalent to the charge you would have paid your local electricity distributor had your premises been connected directly to their wiring. For this purpose, the charge will be taken to be calculated on a time of use basis.

5. Concessions or rebates

Information on various government concessions or rebates and eligibility requirements to receive them will be published on our website or Evergy's website. It is your responsibility to determine whether you are eligible for any particular concession or rebate.

6. Bill frequency

We will bill you monthly for the charges.

7. Payment difficulties

If you are unable to pay your bills due to financial difficulty, please contact us so we can discuss options to assist you.

General

1. About us

- (a) As explained in our terms and conditions, Evergy Pty Ltd ACN 623 005 836 (**Evergy**) acts as agent for Marina Square Retail Pty Ltd ACN 605 329 637 (**Marina Square**). Marina Square is the holder of a retail exemption under the National Electricity Law, under which Marina Square is permitted to sell electricity to you. A reference to “we” or “us” in this agreement is a reference to Marina Square (not Evergy), and it is Marina Square (rather than Evergy) who is the legal party to this agreement. However, you will generally deal with Evergy, on behalf of Marina Square, in matters relating to this agreement. Marina Square’s exemption for small commercial/retail customers is Class R1.
- (b) A person selling electricity under a retail exemption is not subject to all of the obligations of an authorised retailer, and you do not receive the same regulatory protections as you would if you were purchasing from an authorised retailer. The conditions applicable to retail exemptions can be found in the Australian Energy Regulator’s Exempt Selling Guideline on its website.
- (c) You have the right to purchase electricity from another supplier who is an authorised electricity retailer should you wish. Your meter may need to be changed to accommodate this.

2. Term and cooling-off period

(a) No fixed term

This is not a fixed term contract. You can give us notice at any time that you wish to terminate this agreement. No penalty or early termination fee will apply if you wish to do this.

If Evergy continue to supply you with energy at your premise, after your terminated this agreement, the supply will be at our Standing Offer relevant to your premises (without any benefits) as specified on our website.

(b) Cooling-off period

You have a 10 Business Day cooling off period during which you may cancel this agreement without any charge or penalty. That cooling off period commences on the later of the date this agreement becomes legally binding and the date that you receive the Disclosure Information about this agreement. Despite the paragraphs above, we may delay supply of electricity to your premises until the expiration of the cooling off period. If you cancel during the cooling-off period and we supply energy to the premises immediately before this supply agreement starts, we’ll continue to sell you energy:

- (1) at Evergy’s Standing Offer relevant to your premises (without any benefits); or
- (2) if you enter into a new electricity supply agreement with us for the same premises.

If you wish to cancel this agreement during that period, you must notify us, orally or in writing, clearly indicating your intention to cancel this agreement.

3. Credit check and security deposit

You give us your permission to obtain a credit check of your credit history.

If and to the extent permitted by the Regulatory Instruments, we may ask you to provide a security deposit, or vary the amount of a security deposit, after you enter into this agreement.

4. Electronic communications

If you provide us with an email address for bills, we will send bills electronically to that email address. Similarly, if you provide us with a contact email address for receiving notices electronically, we may send notices and other documentation to that email address. In each case this will be sufficient for us to assume that you have received the documentation or information. We will not be required to send you physical copies to a postal or street address, unless you asked for that at the time of sign-up or contact us asking for that to change going forward. We are entitled to assume that an electronic communication to us from those email addresses is from you.

5. Eligibility Criteria

Some electricity plans offered by Evergy have eligibility requirements. These requirements are outlined in this Details and Disclosure document.

If you no longer meet the eligibility requirements for your electricity plan, you may not be able to remain on that plan.

If this happens, we will contact you in writing to:

- (a) explain why you are no longer eligible for your current plan;
- (b) outline the alternative electricity plans available to you; and
- (c) advise when any proposed change to your electricity plan would take effect.
- (d) You will have at least five (5) Business Days from the date of our notice to:
 - (1) confirm that you are happy to move to an alternative eligible electricity plan; or
 - (2) choose to meet the eligibility requirements so you can remain on your current plan.
- (e) If we do not hear from you within this timeframe, we may move you to the next best available electricity plan that you are eligible for at that time. Any alternative plan will:
 - (1) be a generally available market offer;
 - (2) have the same usage structure (flat rate or time of use) as your current electricity plan; and
 - (3) be suitable for your supply type.
- (f) If there is no generally available market offer that you are eligible for, or if a standing offer is otherwise a suitable option, we may move you to a standing offer contract.

6. Variation of this agreement

We may from time to time vary this agreement going forward. We will give you at least 10 Business Days' notice of any such change. If you do not terminate this agreement effective from before the change comes into effect, you agree to comply with the agreement as varied.

7. Transfer of this agreement

- (a) If another person, instead of us, becomes entitled to onsell electricity to your premises within the embedded network, we may transfer our rights and obligations under this agreement to that person, and notify you of that transfer.
- (b) Such a transfer may include a transfer from Marina Square (for which Evergy acts agent) to Evergy, upon Evergy becoming an authorised electricity retailer and becoming permitted to sell electricity under that authorisation, or to another authorised electricity retailer. In that case, Evergy (or the other authorised retailer) will be selling under a retailer authorisation, not under a retail exemption, and this agreement will become a retail contract under the National Energy Retail Law and National Energy Retail Rules.
- (c) You consent to any such transfer, without the need for any further documentation or agreement, and you agree to comply with this agreement in favour of that person.

8. Complaints and dispute resolution

- (a) If you have a query, complaint or dispute, you can contact us using the contact details in clause 9 below.
- (b) We will handle a complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website or Evergy's website, or provided to you on request. We will inform you of the outcome of our review of your complaint.
- (c) If you are not satisfied with our response to the complaint, you may refer the complaint or dispute to the energy ombudsman, where the ombudsman has jurisdiction.

9. Evergy's contact details

Phone: 1300 383 749

Interpreter: 131 450 – For help using an interpreter visit TIS NRS: 133 677 – For help using this service visit NRS

Email: support@evergy.com.au

Mailing address: Locked Bag 1400, Meadowbank, NSW 2114

10. Electrical faults or emergencies

In the event of an electrical fault or emergency, please contact:

Evergy 1300 383 749

Ausgrid (24 hours) 13 13 88