

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				
		Unit	Rate (GST exclusive)	Rate (GST inclusive)
Electricity Small Business Single Rate (EVER200)	Daily Supply Charge	c/Day	98.8400	108.7200
	General Usage Charge	c/kWh	35.4500	39.0000
Electricity Small Business Single Rate: eBilling (EVER201)*	Daily Supply Charge	c/Day	98.1400	107.9500
	General Usage Charge	c/kWh	34.2500	37.6800

Time-of-use Plans				
		Unit	Rate (GST exclusive)	Rate (GST inclusive)
Electricity Small Business Time-of-use (EVER210)	Daily Supply Charge	c/Day	90.9100	100.0000
	Peak Charge	c/kWh	59.1600	65.0800
	Shoulder Charge	c/kWh	34.5500	38.0100
	Off Peak Charge	c/kWh	17.0000	18.7000
Electricity Small Business Time-of-use: eBilling (EVER211)*	Daily Supply Charge	c/Day	90.9100	100.0000
	Peak Charge	c/kWh	51.8200	57.0000
	Shoulder Charge	c/kWh	36.2100	39.8300
	Off Peak Charge	c/kWh	15.4500	17.0000
Electricity Small Business Time-of-use Demand (EVER220)	Daily Supply Charge	c/Day	525.4500	578.0000
	Peak Charge	c/kWh	34.8200	38.3000
	Shoulder Charge	c/kWh	30.0000	33.0000
	Off Peak Charge	c/kWh	18.4500	20.2950
	Demand Charges	c/kW/Day	40.7300	44.8000
Electricity Small Business Time-of-use Demand: eBilling (EVER221)*	Daily Supply Charge	c/Day	498.1800	548.0000
	Peak Charge	c/kWh	34.8200	38.3000
	Shoulder Charge	c/kWh	30.0000	33.0000
	Off Peak Charge	c/kWh	18.4500	20.2950
	Demand Charges	c/kW/Day	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.

Annual Comparison

The comparison price is an annual GST-inclusive amount determined by the AER. It is used for comparison purposes only and is based on assumed annual usage and the applicable distribution region's pattern of supply. A customer's actual bill will depend on their actual usage, tariff assignment, meter configuration, billing period and any other charges or adjustments that apply.

All tariffs (plans) listed below are market offer regulated tariffs.

Plans	Percentage difference from comparison price
Electricity Small Business Single Rate (EVER200)	5% less than the comparison price
Electricity Small Business Single Rate: eBilling (EVER201)*	8% less than the comparison price

For regulated Single Rate (Flat) tariffs of small business customers in the Ausgrid distribution region, the comparison price is \$4,523 per year including GST. This is based on annual usage of 10,000 kWh and the applicable Ausgrid pattern of supply.

All tariffs (plans) listed below are market offer regulated tariffs.

Plans	Percentage difference from comparison price
Electricity Small Business Time-of-use (EVER210)	5% less than the comparison price
Electricity Small Business Time-of-use: eBilling (EVER211)*	8% less than the comparison price

For regulated Time of Use tariffs of small business customers in the Ausgrid distribution region, the comparison price is \$4,450 per year including GST. This is based on annual usage of 10,000 kWh and the applicable Ausgrid pattern of supply.

The tariffs (plans) listed below are market offer non-regulated tariffs.

Plans	Percentage difference from comparison price
Electricity Small Business Time-of-use Demand (EVER220)	22% more than the comparison price
Electricity Small Business Time-of-use Demand: eBilling (EVER221)*	20% more than the comparison price

For non-regulated Time of Use Demand tariffs of small business customers in the Ausgrid distribution region, the comparison price is \$4,450 per year including GST. This is based on annual usage of 10,000 kWh, assumed chargeable demand of 1.48 kW, and the applicable Ausgrid pattern of supply.

These tariffs include demand charges. The annual price used for comparison is based on AER assumptions and may not reflect your actual demand. Your actual bill may be higher or lower depending on your actual usage, maximum demand and billing period.

2. Variation in charges

We may vary Energy Charges from time to time in accordance with applicable regulatory requirements.

Evergy will provide at least 5 Business Days' written notice before any increase takes effect.

We may reduce Energy Charges more frequently where appropriate.

Where changes occur as a direct result of distributor network tariff reassignment, regulated charge changes, or other circumstances permitted by law, we may vary applicable charges in accordance with applicable regulatory requirements.

Updated Energy Charges will be published on Evergy's website.

3. Other charges (if applicable)

Evergy does not charge residential or small business customers:

- Account establishment fees
- Connection or disconnection fees
- Move-out disconnection fees
- Meter reading fees
- Reconnection fees; or
- Late payment fees

If a payment is reversed or disputed after processing (for example, a chargeback), Evergy may recover the reasonable third-party costs incurred in relation to that transaction.

The current chargeback fee charged to Evergy by its payment processing provider is \$44.00 including GST.

If an overdue account is referred to an external debt recovery provider after reasonable attempts to resolve the outstanding balance directly with you, Evergy may recover reasonable third-party debt recovery costs incurred by Evergy, where permitted by law.

Evergy's external debt recovery provider may charge recovery costs of up to 18% plus GST of the outstanding balance referred.

The following fees will not be charged if you are a hardship customer, a residential customer experiencing payment difficulties, or an affected customer (other than fees that are network charges):

- Any fees under your Contract

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

Small Business customers may be eligible for government rebates, concessions or assistance programs depending on their circumstances and location.

Evergy can provide information about available rebates and concession programs and how to apply for them.

Additional information about available rebates, concessions and support services can also be found on our website or by contacting our customer support team.

6. Bill frequency

We will bill you monthly for the charges.

7. Payment difficulties and hardship assistance

If you are experiencing financial difficulty or are having trouble paying your bills, please contact Evergy as soon as possible so we can discuss support options that may be available to 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 5 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.

Please see each State's Ombudsman contact details below

- **NSW – Energy & Water Ombudsman NSW (EWON)**
Free Call: 1800 246 545
Email: complaints@ewon.com.au
NRS: 133 677
TIS: 131 450

- **QLD – Energy & Water Ombudsman QLD (EWOQ)**
Free Call: 1800 662 837
Email: complaints@ewoq.com.au
NRS: 133 677
TIS: 131 450
- **SA – Energy & Water Ombudsman SA**
Free Call: 1800 665 565
Online: <https://ewosa.com.au/submit-a-complaint>
NRS: 133 677
TIS: 131 450
- **ACT – ACT Civil and Administrative Tribunal (ACAT)**
Free Call: (02) 6207 1740
Online: <https://www.acat.act.gov.au/fees-and-forms/online-forms/energy-and-water-complaint-form>

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