

# Power Purchase Agreement

**Power and Water Corporation (PWC)**

**ABN: 15 947 352 360**

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Day/Month/Year)

Customer: \_\_\_\_\_

Customer's ABN:  (Commercial Customers Only)

## Note to customers

- 1 This document sets out the terms on which PWC will purchase the energy generated by your photovoltaic system and exported into our network.
- 2 This document is **not** suitable for:
  - a customers who have photovoltaic systems which exceed 30kVA; or
  - b customers consuming 750,000kWh or more per annum.Such customers will be asked to enter into a customised agreement with PWC.

Phone: 1800 245 092

Fax: 08 8923 9546

Email: [customerservice@powerwater.com.au](mailto:customerservice@powerwater.com.au)

Web: [powerwater.com.au](http://powerwater.com.au)

**PowerWater**

## Contents

- 1 Eligibility
- 2 Connection Agreement
- 3 PWC Customer Contract Not Affected
- 4 Period of Agreement
- 5 Customer's General Obligations
- 6 Supply of Electricity
- 7 Invoicing and Payment
- 8 Variation of Charges
- 9 Termination
- 10 Dispute Resolution
- 11 Notices
- 12 General Provisions
- 13 Definitions and Interpretation

## Background

- a PWC owns and operates the Network.
- b The Customer owns or occupies the Premises and has connected the Unit to the Network in accordance with the Connection Agreement.
- c The Customer wishes to sell Export Electricity to PWC on the terms and conditions of this Agreement.
- d PWC has agreed to pay the Customer for Export Electricity on the terms and conditions of this Agreement.

## 1 Eligibility

To be eligible to receive any Payment:

- a the Customer must supply Export Electricity to the Network;
- b the PV Unit must be installed at the Premises;
- c the PV Unit must be connected to the Network under a Connection Agreement;
- d the PV Unit must comply with the Electricity Law;
- e all PV Units installed at the Premises, must not be more than 30kVA;
- f the Customer must not consume equal to or more than 750,000kWh per annum;
- g there must be a current PWC Customer Contract for the Premises; and
- h if the Customer occupies but does not own the Premises, the Customer must satisfy PWC that the Customer has the consent of the owner of the Premises to enter into this Agreement and supply Export Electricity to PWC.

## 2 Connection Agreement

This Agreement must be read in conjunction with the Connection Agreement.

## 3 PWC Customer Contract Not Affected

- a Subject to clause 7 and to clause 12.1, this Agreement does not amend, directly or indirectly, the PWC Customer Contract and nothing in this Agreement affects PWC's or the Customer's rights or obligations under the PWC Customer Contract.
- b The Customer must continue to pay any standard service charges under the PWC Customer Contract, but no additional standard service charges will be payable under this Agreement in relation to the PV Unit.

## 4 Period of Agreement

### 4.1 Term of Agreement

Provided the Customer first meets the eligibility requirements of clause 1, this Agreement comes into effect on the Commencement Date and will continue in effect until terminated in accordance with clause 9 (**Term**).

### 4.2 Accrued Rights

Upon termination of this Agreement, the parties will be discharged from any further obligations or liabilities under this Agreement, subject to any rights, obligations or liabilities which have accrued prior to or upon expiry or termination.

## 5 Customer's General Obligations

The Customer will, throughout the Term comply with:

- a the Electricity Law;
- b any reasonable direction given by PWC under the Electricity Law or this Agreement;
- c the REC Act;
- d any applicable CPRS; and
- e the Connection Agreement.

## 6 Supply of Electricity

### 6.1 Sale and Purchase

During the Term:

- a the Customer will supply and sell Export Electricity to PWC; and
- b PWC will purchase Export Electricity from the Customer, from the Premises at the Supply Point, in accordance with this Agreement.

### 6.2 CPRS Credits

- a The Customer agrees that PWC shall be entitled to all CPRS Credits.
- b The Customer shall transfer to PWC, free of charge, all CPRS Credits that the Customer receives or to which the Customer may be entitled.

- c The Customer shall ensure that:
  - i it applies for and receives all CPRS Credits to which it may be entitled;
  - ii all CPRS Credits it receives are validly created and registered under the CPRS; and
  - iii CPRS Credits are created in respect of Export Electricity.
- d The Customer will promptly do everything reasonable necessary to facilitate the creation of CPRS Credits.
- e The Customer will sign and provide to PWC all documents and other evidence that PWC reasonably requests in connection with the creation of CPRS Credits.

### 6.3 RECs

The Customer may assign its right to create Export Electricity RECs to PWC, at the REC Price, by completing the REC Buyback Scheme Application Form.

### 6.4 Re-selling

The Customer agrees that PWC may re-sell the Export Electricity to any person and for any purpose without the Customer's consent.

### 6.5 Title and Risk

Title to and risk in Export Electricity will pass to PWC at the Supply Point.

## 7 Invoicing and Payment

### 7.1 Payment Obligation

PWC will pay the Customer for the supply of Export Electricity under this Agreement at the rate specified in the Charges and in accordance with this clause 7.

### 7.2 Invoicing

- a The Meter will be read by PWC.
- b The PWC Customer Contract Invoice will show:
  - i the volume of Export Electricity supplied by the Customer in the period covered by the invoice; and

- ii the Payment due to the Customer for the volume of Export Electricity shown on that invoice.
- c The Payment will be deducted from any amount to be paid by the Customer, where the Payment is less than the amount payable by the Customer under the PWC Customer Contract Invoice.
- d Any amounts owed by the Customer will be deducted from the Payment, where the amount payable by the Customer under the PWC Customer Contract Invoice is less than the Payment.
- e Each PWC Customer Contract Invoice shall show the balance to be paid by or payable to the Customer after taking into account all amounts due to PWC and the Payment shown on that invoice.
- f After applying clauses 7.2(c) and 7.2(d) above, PWC will, at the end of each calendar year, either:
  - i pay any balance due to the Customer; or
  - ii deduct any balance due to the Customer from any amounts payable by the Customer under any other accounts held between the Customer and PWC.

### 7.3 Meter Reading and Inspections

PWC will either:

- a arrange for the Meter at the Premises to be read for each Account Period; or
- b estimate the volume of Export Electricity supplied by the Customer in accordance with clause 7.4.

### 7.4 Estimating the Export Electricity

- a PWC may estimate the quantity of Export Electricity for an Account Period.
- b PWC may reflect any required adjustment between the actual volume of Export Electricity supplied by the Customer and the volume estimated under paragraph (a) in a subsequent PWC Customer Contract Invoice, once the actual volume of Export Electricity for the relevant Account Period is known.

## 7.5 Disputed Amounts

- a If the Customer disputes any amount shown on an invoice, the Customer must, within 14 days of the date of the invoice, give PWC notice in writing of the grounds of the dispute.
- b PWC will investigate the items disputed by the Customer and report the outcome of its investigations to the Customer, within 14 days of the receipt of the Customer's notice.
- c If the Customer disputes the outcome of PWC's investigation, clause 10 will apply to the dispute.

## 7.6 Goods and Services Tax

### a Interpretations

In this clause 7.6, a word or expression has the same meaning as defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, unless the context makes it clear that a different meaning is intended.

### b GST exclusive amounts

All amounts used in this Agreement, including amounts and variables in formulas, are exclusive of GST, unless it is clearly stated that they are intended to be GST inclusive.

### c GST gross up

If a party makes a supply under or in connection with this Agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 7.6 (GST exclusive consideration) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

### d Reimbursements

If a party must reimburse or indemnify another party for a Loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit to which the other party is entitled for the Loss, cost or expense and then increased in accordance with clause 7.6(c). That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be paid, that its entitlement is otherwise.

### e Tax invoices

Subject to clause 7.6(f), the recipient of a taxable supply made under or in connection with this Agreement need not make a payment until the supplier has given the recipient a tax invoice for the supply to which the payment relates. The supplier must give the recipient an adjustment note for an adjustment arising from an adjustment event relating to a taxable supply made under or in connection with this Agreement within seven days after the date the supplier becomes aware of the adjustment event.

### f Invoicing for Commercial Customers

Within seven days of this Agreement, Commercial Customers will complete and submit to PWC an Agreement to Issue Recipient Created Tax Invoices in the form included in Schedule 2.

## 8 Variation of Charges

### 8.1 PWC to Notify Variation

PWC will notify the Customer promptly of any variation in the Charges and the date from which the variation is effective.

### 8.2 Change in Taxes

If:

- a any Tax is imposed which was not in force as at the earlier of the date of this Agreement and the Commencement Date;
- b the rate at which any Tax is levied is varied from the rate prevailing as at the earlier of the date of this Agreement and the Commencement Date; or
- c the basis on which any Tax is levied or calculated is varied from the basis on which it is levied or calculated as at the earlier of the date of this Agreement and the Commencement Date, (Tax Variation), then:
- d PWC will determine the necessary variation to the Charges as a result of the Tax Variation and provide the Customer with notice of its determination; and

- e if the Customer does not agree with PWC's determination, it may, within 20 Business Days of the notice under paragraph d), refer the issue to dispute resolution under clause 10.

## 9 Termination

### 9.1 Termination Without Default

- a This Agreement terminates if for any reason:
  - i The Customer's:
    - a PWC Customer Contract; or
    - b Connection Agreement, terminates;
  - or
  - ii The Customer ceases to own or occupy the Premises.
- b This Agreement may be terminated by PWC at any time by giving 90 days' notice in writing to the Customer.

### 9.2 Termination for Default

- a The Customer is in default (Default) if:
  - i PWC deems the PV Unit or the Customer's connection to the Network or any related part of the Customer's production of Export Electricity to be unsafe;
  - ii the Customer fails to comply with any requirement of the Installation and Service Rules to the reasonable satisfaction of PWC;
  - iii there is a breach by the Customer of any of its other obligations under this Agreement;
  - iv there is a breach by the Customer of any of its obligations under the Connection Agreement; or
  - v the Customer assigns, transfers, mortgages or encumbers its interest under this Agreement without PWC's consent.
- b If the Customer is in Default, PWC may, by notice to the Customer, terminate this Agreement with immediate effect.

## 10 Dispute Resolution

If there is a dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or claimed invalidity of this Agreement or any part (Dispute), the following provisions will apply:

- a The Dispute will not be subject to litigation unless and until the provisions of this clause 10 have been complied with.
- b The party claiming the Dispute will give the other party a written notice setting out the material particulars of the Dispute, and the position which it considers to be correct.
- c Representatives from both parties will meet in person or by telephone within 10 Business Days of the date of receipt of the notice under paragraph (b) and each use reasonable endeavours to resolve the Dispute.
- d If the Dispute is not resolved as evidenced by a signed statement by each representative within 20 Business Days of the notice under paragraph (b), then the Customer may refer the Dispute to the Ombudsman or such other person or entity having the jurisdiction and power to resolve the Dispute.

## 11 Notices

### 11.1 Notices to be in Writing

- a Any notices, approval, consent, demand or other communication given under or in connection with this Agreement (Communications) must be in writing and sent to the address of each party set out in the Contract Details or such other address as notified pursuant to clause 11.3.
- b Any Communications must be:
  - i delivered by hand;
  - ii sent by pre-paid certified post;
  - iii sent by facsimile; or
  - iv sent by such other electronic means as the parties may agree.

## 11.2 Receipt of Notices

- a Mail will be deemed to have been received on the second Business Day from and including the date of posting.
- b Facsimiles sent before 4pm on a Business Day will be deemed to be received on that day, but if sent after 4pm will be deemed to be received at 9am the next Business Day. The sender must have a transmission report stating that the facsimile was sent successfully to the other party's facsimile number as specified in Schedule 1.

## 11.3 Change of Address

Either party must notify the other of any change of address for service of notices within 7 days of the change.

## 11.4 Notices Sent by Email

- a Other than a Communication given under clause 9, any Communication may also be sent by email if:
  - i the Notice is sent to the relevant email address listed in the Contract Details or the email address last notified by the intended recipient to the sender; and
  - ii the sender keeps an electronic or printed copy of the Notice sent.
- b A Communication sent under paragraph a) will be taken to be duly received on return of a receipt produced by the system to which the email was sent which indicates that the email was sent to the email address of the recipient or, where no return receipt is produced by the recipient's email system, by the end of the day the email was sent if a Business Day and otherwise on the next Business Day.

# 12 General Provisions

## 12.1 Inconsistency with the Installation and Service Rules or the PWC Customer Contract

To the extent of any inconsistency between this Agreement and the Installation and Service Rules, or between this Agreement and the PWC Customer Contract, the terms of this Agreement shall prevail.

## 12.2 Proper Law and Jurisdiction

This Agreement is governed by and will be construed in accordance with the laws of the Northern Territory and the parties submit to the exclusive jurisdiction of the courts of, or exercising jurisdiction in, the Northern Territory and warrant that they will not make any objection to the jurisdiction of those courts on the grounds of convenience.

## 12.3 Assignment by the Customer

The Customer may not assign all or any part of its rights and obligations under this Agreement.

## 12.4 Assignment by PWC

Subject to the provisions of applicable laws, PWC may assign all or any part of its rights and obligations under this Agreement without the Customer's consent.

## 12.5 Successors

This Agreement is only binding on the Customer and PWC or its successor and permitted assigns.

## 12.6 No Representation or Reliance

- a Each party acknowledges that neither party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement.
- b Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of the other party, except for representations or inducements expressly set out in this Agreement.

## 12.7 Variations and Waivers to be in Writing

No variation, modification or waiver of any provision in this Agreement, nor consent to any departure by any party from any such provision, will be of any effect unless it is in writing, signed by the parties or (in the case of a waiver or a consent) by the party giving it. Any such variation, modification, waiver or consent will be effective only to the extent to or for which it may be made or given.



## 12.8 Waiver

No failure, delay, relaxation or indulgence by any party in exercising any right conferred on such party by this Agreement will operate as a waiver of such right, nor will any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this Agreement.

## 12.9 Costs

Each party will bear its own costs (including legal costs) of and incidental to the preparation, negotiation and execution of this Agreement.

### 12.10 Further Assurances

The parties agree that they will perform, execute, acknowledge and deliver all such further acts, documents, agreements and assurances as shall be variably required to give full effect to this Agreement.

### 12.11 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.

### 12.12 Severance

- a If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it is severed to the extent possible and necessary to make this document enforceable, provided that such severance would not materially change the intended effect of this document.
- b The existence of such a provision will not affect or impair:
  - i the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
  - ii the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

## 13 Definitions and Interpretation

### 13.1 Definitions

In this Agreement:

**Account Period** means the period for which a PWC Customer Contract Invoice is issued to the Customer under the PWC Customer Contract.

**Act** means the *Electricity Reform Act 2000 (NT)*.

**ABN** means an Australian Business Number.

**AEU** means an Australian emissions unit under the CPRS Bill or any equivalent unit, credit, permit or other form of assistance that may be available under or be required for surrender or acquittal under CPRS.

**Agreement** means this Power Purchase Agreement between PWC and the Customer.

**Agreement to Issue Recipient Created Tax Invoices** means the document at Schedule 2.

**Business Day** means any Week Day on which banks are open for trading in Darwin.

**Charges** means the amount per kWh that PWC will pay to the Customer for Export Electricity and, from the Commencement Date and until varied under this Agreement, is the amount specified on PWC's website at [powerwater.com.au/?a=2658](http://powerwater.com.au/?a=2658) as amended from time to time.

**Commencement Date** is the date specified in the Contract Details.

**Commercial Customer** means a Customer holding an ABN.

**Communications** is defined in clause 11.1.

**Connection Agreement** means the agreement between the Customer and PWC for the Customer to connect a PV Unit into the Network.

**Contract Details** means the document attached to this Agreement as Schedule 1.

**CPRS** means the Carbon Pollution Reduction Scheme proposed to be introduced by the Commonwealth of Australia in the CPRS Bill or any other statutory emissions trading scheme, law, regulation, requirement or condition of a licence, permit, governmental consent or approval, imposed by any government or governmental agency with respect to the production, emission,



reduction, limitation, cessation, prevention, offset, sequester or management of greenhouse gas emissions or concentrations and attributable in any way to the supply of electricity or the performance of any other obligation under this Agreement.

**CPRS Bill** means the draft legislation known as the Carbon Pollution Reduction Scheme Bill 2009 (Cth.).

**CPRS Credit** means any free or subsidised AEU, unit, credit or permit to which the Customer may be entitled under the CPRS in connection with Export Electricity.

**Customer** means the person specified as the Customer in the Contract Details.

**Default** is defined in clause 9.2.

**Dispute** is defined in clause 10.

**Electricity Law** means the Act, the ESAA Australian Guidelines for Grid Connection of Energy Systems via Inverters, the Installation and Service Rules, the Technical Requirements for Grid Connection of Photovoltaic Systems Via Inverters, PWC's electricity network licence and any other statute, regulation, ordinance, code or other law, whether territory state or federal, including any lawfully binding determination, decree edict, declaration, ruling, order or other similar pronouncement validly issued by any authority.

**ESAA Australian Guidelines for Grid Connection of Energy Systems via Inverters** means the document so entitled, currently published on PWC's website at [powerwater.com.au/?a=9812](http://powerwater.com.au/?a=9812) as revised by PWC from time to time.

**Export Electricity** means the quantity of electricity generated by the PV Unit and exported into the Network as measured by the Meter.

**Export Electricity REC** means a REC that is created, or to which any party becomes entitled, in respect of Export Electricity.

**GST** means any tax, levy, charge or Impost implemented under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (GST Act) or an act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act.

**GST Exclusive Consideration** is defined in clause 7.6.

**Import Electricity** means electricity imported from the Network by the Customer at the Premises under the terms of the PWC Customer Contract.

**Installation and Service Rules** means [powerwater.com.au/?a=13542](http://powerwater.com.au/?a=13542) and [powerwater.com.au/?a=13531](http://powerwater.com.au/?a=13531) as revised by PWC from time to time.

**Loss** includes loss, costs, damages, liabilities and expenses.

**Meter** means the instrument installed at the Premises to measure the quantity of electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of electricity. The Meter measures both:

- a Import Electricity; and
- b Export Electricity.

**Network** has the same meaning as "electricity network" in the Act.

**Ombudsman** means the Ombudsman of the Northern Territory, 12th Floor, NT House, 22 Mitchell Street, Darwin, Northern Territory 0800.

**Payment** means the amount payable by PWC to the Customer for the supply of Export Electricity under this Agreement paid in accordance with clause 7 and as varied in accordance with clause 8.

**Premises** means the premises from which Export Electricity is to be supplied under this Agreement as set out in the Contract Details.

**PV Unit** means a photovoltaic system (and inverter) compliant with the technical specifications outlined in the Installation and Service Rules and includes all equipment associated with it to make the PV Unit work.

**PWC** means Power and Water Corporation; ABN 15 947 352 360.

**PWC Customer Contract** means the contract between PWC and the Customer for the supply of Import Electricity.

**PWC Customer Contract Invoice** means the periodic invoice issued by PWC to the Customer under the PWC Customer Contract for the electricity consumed by the Customer's Premises from the Network and which will show any Payment to be made under clause 7 of this Agreement.

**REC** means a renewable energy certificate created under Division 4 of Part 2 of the REC Act.

**REC Act** means the *Renewable Energy (Electricity) Act 2002 (Cth)* and the Renewable Energy (Electricity) Regulations 2001.

**REC Buyback Scheme Application Form** means the application form currently published on PWC's website at [powerwater.com.au/?a=9131](http://powerwater.com.au/?a=9131) as revised by PWC from time to time.

**REC Price** means the price offered by PWC to the Customer for receipt of the Export Electricity RECs in accordance with clause 6.3.

**Technical Requirements for Grid Connection of Photovoltaic Systems Via Inverters** means the document currently published on PWC's website at [powerwater.com.au/?a=3292](http://powerwater.com.au/?a=3292) as revised by PWC from time to time.

**Schedule** means a schedule to this Agreement.

**Supply Point** means the supply point specified in Schedule 1.

**Tax** includes any levy, rate, rent, royalty, licence fee or impost which is a cost to Customer in respect of the generation, distribution, supply or sale of electricity.

**Tax Variation** is defined in clause 8.2.

**Term** is defined in clause 4.1.

**Week Day** means any Monday, Tuesday, Wednesday, Thursday or Friday.

## 13.2 Interpretation

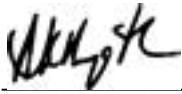
In this Agreement:

- a a term used in this Agreement that is defined in the Connection Agreement but not defined in this Agreement, has the meaning given to that term in the Connection Agreement;
- b headings are for convenience only and do not affect interpretation;  
and unless the context indicates a contrary intention:
- c person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- d a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation, and, in the case of a trustee, includes a substituted or an additional trustee;
- e a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- f a reference to a statute or statutory provision includes a statutory modification or re-enactment of it or a statutory provision substituted for it, and each ordinance, by-law, regulation, rule and statutory instrument (however described) issued under it;
- g a word importing the singular includes the plural (and vice versa) and a word indicating gender includes every other gender; a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexure to it;
- h if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- i no rule of construction applies to the disadvantage of a party on the basis that the Party put forward the Agreement or any part;
- j includes in any form is not a word of limitation;
- k a reference to \$ or dollar is to Australian currency; and
- l obligations to indemnify survive termination or expiry of this Agreement.

## Signed as an Agreement

### Residential Customer

#### Executed for and on behalf of the Customer

Customer's signature:  \_\_\_\_\_

Signed in the presence of (signature of witness): \_\_\_\_\_

Full name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

or

### Commercial Customer

#### Executed by the Customer in accordance with section 127 of the *Corporations Act 2001 (Cth)* by or in the presence of:

\_\_\_\_\_  
Signature of Secretary or other Director

\_\_\_\_\_  
Signature of Sole Director or Secretary

\_\_\_\_\_  
Full name of Secretary or other Director

\_\_\_\_\_  
Full name of Sole Director or Secretary

#### The Common Seal of the Power and Water Corporation (ABN 15 947 352 360) was affixed in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

# Schedule 1 - Contract Details

Commencement Date: (On Final Approval) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (to be completed by PWC)

Are you currently a PWC Electricity Customer at the address below? ☐ Yes ☐ No

Customer Number: \_\_\_\_\_

## Details of Parties

### A) Power and Water Corporation

Postal Address: GPO Box 3596, Darwin NT 0801

Telephone: 1800 245 092

Facsimile: 08 8923 9546

Email: customerservice@powerwater.com.au

### EITHER B) Residential Customer (This section to be completed by the Customer)

Address for Service: \_\_\_\_\_

Are there access difficulties to your property (eg locked gates, dogs, etc): \_\_\_\_\_

Customer Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

### OR B) Commercial Customer (This section to be completed by the Customer)

Trading Name: \_\_\_\_\_

ABN: \_\_\_\_\_

Address for Service: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Are there access difficulties to your property (eg locked gates, dogs, etc)? \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

## Schedule 2 - Agreement to Issue Receipt Created Tax Invoices

**Note:** This Schedule is for completion by Commercial Customers only. Refer Clause 7.6(f).

Under a New Tax System (Goods and Services Tax) Act (Cth) 1999

BETWEEN: [Name of Customer] \_\_\_\_\_

ABN           ["Supplier"]

AND: POWER AND WATER CORPORATION ABN 15 947 352 360 of Level 2, Mitchell Centre,  
55 - 59 Mitchell Street, Darwin NT 0800 ["Recipient"]

Hereby agree as follows:

- 1 The Recipient may (but will not be obliged to) issue a Recipient Created Tax Invoice ("RCTI") in respect of any contract between the Recipient and the Supplier of the supply of electricity made by the Supplier to the Recipient unless agreed otherwise.
- 2 The Recipient will issue a copy of the RCTI to the Supplier and retain the original and will issue to the Supplier an adjustment note in relation to adjustment events.
- 3 The Supplier must not issue tax invoices in respect of any supplies to which this Agreement applies.
- 4 The Supplier acknowledges that it is registered for GST as at the date of this Agreement and will promptly notify the Recipient if the Supplier ceases to be registered for GST.
- 5 The Recipient acknowledges that it is registered for GST as at the date of this Agreement and it will notify the Supplier if it ceases to be registered for GST or ceases to satisfy the legal requirements for issuing an RCTI.
- 6 This Agreement will automatically terminate if the Recipient ceases to satisfy the legal requirements for issuing an RCTI.
- 7 The Recipient indemnifies the Supplier for any liability for GST or penalty that may arise as a result of an understatement of the GST payable on any supply for which the Recipient issues an RCTI to the Supplier, but only on the extent that any such liability is caused by an act or omission of the Recipient in issuing that RCTI.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed on behalf of the Supplier by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Position

Signed on behalf of the Recipient by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name