

CUSTOMER SELF SUPPLY

TERMS AND CONDITIONS

These terms and conditions, together with the Customer's duly completed Application Form constitute the Self Supply Contract between the Customer and the Microgrid Operator.

THIS AGREEMENT is made on the Effective Date	
BETWEEN:	
Microgrid Operator	Peel Renewable Energy Pty Ltd ACN 634 578 206 Address: 65 Hay Street, Subiaco, WA 6008 Phone: 0431-828-550 Email: notices@peelrenewableenergy.com.au
Customer	The person described as the Customer on the Application Form.
Recitals	(A) The Microgrid Operator operates the Microgrid, which is a vertically integrated high-renewable energy content supply system, located at the Peel Business Park in Nambeelup. (B) The Customer is party to an electricity supply agreement in respect of the Premises with the Microgrid Operator or a Third Party Retailer. (C) The Customer wishes to connect the Generator to the Microgrid for the purposes of reducing the Customer's consumption of electricity from the Microgrid. (D) The Microgrid Operator agrees to the connection of the Generator on and subject to these terms and conditions.
THE PARTIES AGREE AS FOLLOWS:	
1. DEFINITIONS AND INTERPRETATION	
1.1 Definitions	Capitalised terms used in this Self Supply Contract have the meaning given to them in paragraph 1 of Schedule One unless specified otherwise.
1.2 Interpretation	The rules for interpreting this Self Supply Contract are set out in paragraph 2 of Schedule One.
2. TERM	
2.1 Term	This Self Supply Contract commences on the date the Microgrid Operator countersigns the Application and returns it to the Customer and terminates in accordance with its terms.
3. CONSENT TO CONNECTION	
3.1 Permission to connect	Subject to clause 5, the Microgrid Operator grants the Customer permission to connect the Generator to the Distribution Network in consideration with the Customer's compliance with each term of this Self Supply Contract.
3.2 Right of disconnection	The Microgrid Operator may at any time during the Term, and from time to time, disconnect the Generator from the Distribution Network if the Microgrid Operator considers it is prudent or necessary to do so for any operational

		reason. The Microgrid Operator must use reasonable endeavours to provide reasonable notice of its intention to disconnect the Generator but is not required to provide prior notice in circumstances where the Microgrid Operator considers that disconnection is necessary or prudent in order to mitigate or address any emergency, or any adverse effect on the security and reliability of the Microgrid.
4. TRANSFER OF CERTIFICATES		
4.1	Obligation to register	If the Generator is capable of being an “accredited power station” or a “small generation unit” (as both terms are defined in the Renewable Energy Act), then the Customer must do all things necessary to ensure that, to the extent permitted by Law, the Generator will be capable of creating Renewable Energy Certificates.
4.2	Obligation to transfer	<p>(a) All Renewable Energy Certificates created, to be created or capable of being created by the Generator vest in the Microgrid Operator immediately on creation, including if their creation occurred prior to the commencement of the Term.</p> <p>(b) The Customer indemnifies and must keep indemnified the Microgrid Operator for and against all losses, costs, Claims, damages and other amounts arising in connection with any breach of clause 4.2(a) and the limitations described in clause 11 do not apply.</p>
5. UNBUNDLED TARIFFS		
5.1	Entry into Unbundled Supply Agreement	The Customer and the Microgrid Operator acknowledge and agree that a pre-condition to the Microgrid Operator’s permission to electrically connect the Generator to the Distribution Network is the entry of the Microgrid Operator and the Customer into an Unbundled Supply Agreement in respect of the Premises.
6. RIGHTS OF ACCESS		
6.1	Entry rights	In addition to any rights the Microgrid Operator has at Law or at contract, the Customer grants to the Microgrid Operator and the Microgrid Operator’s employees, officers, contractors, sub-contractors and related bodies corporate safe and unimpeded access to the Premises at any time in order for the Microgrid Operator to inspect, disconnect, reconnect or otherwise undertake such inquiries as are necessary in relation to the Generator.
6.2	Make good	The Microgrid Operator must make good any damaged caused as a consequence of it exercising any right of entry under clause 6.1.
7. APPROVALS AND COMPLIANCE		
7.1	Performance standards	<p>The Customer must:</p> <p>(a) obtain, maintain and comply with any Approvals required in respect of the Generator;</p> <p>(b) comply with all Laws relating to the Generator and the use, consumption and generation of electricity, more generally;</p> <p>(c) comply with the Customer Self Supply Guidelines;</p> <p>(d) comply with the Customer Connections and Contributions Guidelines;</p> <p>(e) ensure that the Generator does not, in any respect, have an adverse impact on the Distribution Network or the Microgrid, more</p>

		generally.
7.2	Operational directions	<p>If the Microgrid Operator considers that any act or omission of the Customer has or may have an adverse effect on the Microgrid Operator's operation of the Microgrid, the Microgrid Operator may issue an operational direction to the Customer:</p> <p>(a) directing the Customer to take action in respect of that act or omission;</p> <p>(b) notifying the Customer that the Microgrid Operator may, without further notice disconnect the Generator from the Distribution Network.</p>
8. CHANGE IN LAW		
8.1	Change in Law	If a Change in Law results in any direct or indirect increase in the Microgrid Operator's costs associated with it consenting to the electrical connection of the Generator to the Microgrid or otherwise relating to the Generator, , then the Microgrid Operator may give to the Customer a notice (Change in Law Notice).
8.2	Change in Law Notice	<p>A Change in Law Notice must:</p> <p>(a) describe the Change in Law;</p> <p>(b) describe how the Change in Law gives rise to an increase in the Microgrid Operator's costs, providing reasonable documentation to support the claimed increase in the Microgrid Operator's costs; and</p> <p>(c) describe the charge that the Microgrid Operator seeks to impose on the Customer in respect of the Change in Law, which charge must be the minimum necessary to put the Microgrid Operator in the position it would have been but for the Change in Law.</p>
8.3	Change in Law	<p>Without otherwise limiting this clause 8, if there is any Change in Law which materially impacts upon the Microgrid Operator's ability to perform its obligations under this Self Supply Contract, then the Parties must meet to negotiate in good faith the minimum necessary amendments to the provisions of this Self Supply Contract required to enable this Self Supply Contract to continue to be administered, to the extent practicable, in the same manner as it had been administered prior to the relevant Change of Law.</p> <p>If the Parties are unable to agree the amendments required to this Self Supply Contract within 20 Business Days (or any longer period agreed at the time in writing by the Parties), then the matter must be referred for Dispute resolution by an expert in accordance with clause 16.4.</p>
9. GST		
9.1	Definitions	<p>(a) In this clause 9:</p> <p>(i) GST includes:</p> <p>(A) any additional tax, penalty, fine, interest or other charge relating to GST; and</p> <p>(B) an amount an entity is notionally liable to pay as GST or an amount which is treated as GST under the GST Law; and</p>

		<p>(ii) GST Law means the same as "GST law" means in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).</p> <p>(b) Terms defined in the GST Law have the same meaning in this Self Supply Contract unless the context otherwise requires.</p>
9.2	GST pass on	<p>If GST is or will be payable by the supplier or the representative member of the GST group of which the supplier is a member on a supply made under or in connection with this Self Supply Contract, to the extent that the consideration otherwise provided for that supply under this Self Supply Contract is not stated to include an amount in respect of GST on the supply:</p> <p>(a) the consideration otherwise provided for that supply under this Self Supply Contract is increased by the amount of that GST; and</p> <p>(b) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the supplier.</p>
9.3	Later adjustment to price or GST	<p>If the amount of GST on a supply is or should be different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier:</p> <p>(a) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving 7 days' notice; or</p> <p>(b) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply; and</p> <p>(c) must issue an adjustment note or tax invoice reflecting any adjustment event in relation to the supply to the recipient within 28 days of the adjustment event except where the recipient is required to issue an adjustment note or tax invoice in relation to the supply.</p>
9.4	Tax invoices / adjustment notes	<p>The right of the supplier to recover any amount in respect of GST under this Self Supply Contract on a supply is subject to the issuing of the relevant tax invoice or adjustment note to the recipient except where the recipient is required to issue the tax invoice or adjustment note.</p>
9.5	Change in the GST Law	<p>If the GST Law changes after the Effective Date to change the amount of GST on a supply that would have applied at the Effective Date, any consideration that expressly includes GST must be adjusted to reflect the change in the GST Law.</p>
9.6	Reimbursements / indemnities	<p>(a) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a Party that is required to be reimbursed or indemnified by the other Party or used as the basis for calculation of consideration for a supply under this Self Supply Contract must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.</p> <p>(b) The Parties each indemnify the other against all GST, and losses that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this Self Supply Contract relating to GST.</p>

10. INSURANCE		
10.1	Customer insurance policies	<p>The Customer must maintain during the Term policies of insurance that would be obtained and maintained by a prudent person in the position of the Customer in respect of the Generator, including:</p> <ul style="list-style-type: none"> (a) workers' compensation insurance as required by law; and (b) third party public and products liability insurance.
10.2	Evidence of insurance	<ul style="list-style-type: none"> (a) The Customer must provide to the Microgrid Operator on demand certificates of currency demonstrating the insurances referred to in clause 10.1 are in place on and from the Effective Date.
11. LIABILITY AND INDEMNITY		
11.1	Limitations on liability	<ul style="list-style-type: none"> (a) Subject to clauses 11.1(b) and except to the extent expressly provided otherwise in this Self Supply Contract, a Party's liability to the other party in relation to this Self Supply Contract is limited to the value of damage to tangible property up to \$5 million per annum. (b) Any Claim arising in relation to the injury or death of any person will be assessed according to Law.
11.2	Indemnity	<ul style="list-style-type: none"> (a) Subject to clause 11.1 and except as expressly provided otherwise in this Self Supply Contract, each Party indemnifies and must keep indemnified the other Party against all losses, Claims, damages, proceedings, costs and amounts of money suffered or incurred by the other Party in connection with any breach by the indemnifying Party of this Self Supply Contract. (b) Despite anything else to the contrary in this Self Supply Contract, the Customer indemnifies and must keep indemnified the Microgrid Operator against all losses, Claims, damages, proceedings, costs and amounts of money suffered or incurred by the Microgrid Operator arising from any Claim made against DevelopmentWA or the SWIS Retailer by the Customer or any of its Related Bodies Corporate, contractors, sub-contractors, tenants, customers, sub-tenants or suppliers.
11.3	DevelopmentWA and SWIS Retailer provisions	<ul style="list-style-type: none"> (a) The Customer releases DevelopmentWA and the SWIS Retailer from all Claims it may have against DevelopmentWA and/or the SWIS Retailer arising directly or indirectly in relation to the subject matter of this Self Supply Contract. (b) Clause 11.3(a) is for the benefit and may be enforced by DevelopmentWA and the SWIS Retailer under section 11 of the Property Law Act 1969 (WA).
12. DEFAULT AND TERMINATION		
12.1	Default	<p>If:</p> <ul style="list-style-type: none"> (a) the Customer breaches a term of this Self Supply Contract that is, in the view of the Microgrid Operator a material term; (b) is negligent in relation to the operation of the Generator; or (c) does or permits anything that interferes with the Microgrid Operator's operation of the Microgrid that is: <ul style="list-style-type: none"> (i) not capable of remedy; or

		(ii) capable of remedy but which has not been remedied within [20] Business Days of such notice. then the Microgrid Operator may by notice terminate this Self Supply Contract.
12.2	Effect of termination	On termination, the Microgrid Operator may effect the electrical disconnection of the Generator from the Distribution Network.
12.3	Survival	Termination of this Self Supply Contract does not affect rights that accrue before the date on which the notice to terminate this Self Supply Contract is given.
13. TRANSFERS		
13.1	Transfers	(a) If the Customer ceases to have operational control of the Generator, then it must immediately notify the Microgrid Operator of that fact and procure the novation of this Self Supply Contract to the person who has operational control of the Generator as soon as practicable. (b) Subject to paragraph (a), neither Party may Transfer this Self Supply Contract without prior written consent from the other Party, not to be unreasonably withheld or delayed (being not more than one month from notification). (c) The Parties agree that it would be unreasonable for a Party to withhold its consent to such a Transfer where the Transfer is proposed to be to a party with the financial and technical capacity to perform the proposed transferor's obligations under this Self Supply Contract.
13.2	Sub-contractors	(a) A Party may sub-contract the performance of any of its obligations under this Self Supply Contract to another person without the prior consent of the other Party. (b) Any sub-contract by a Party will not discharge or release that Party from any liability for it to perform its obligations under this Self Supply Contract.
14. CONFIDENTIALITY		
14.1	Use and disclosure of Confidential Information	A Party (the Recipient) which acquires Confidential Information of another Party (the Discloser) must not: (a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Self Supply Contract; or (b) disclose any of the Confidential Information except in accordance with clauses 14.2, 14.3 or 14.4.
14.2	Permitted disclosures to personnel and advisers	Subject to clause 14.3 the Recipient may disclose Confidential Information to: (a) its officers, employees, agents, contractors, or legal, financial or other professional advisers, who need to know that Confidential Information to the extent necessary to enable the Recipient to perform its obligations and to exercise its rights under this Self Supply Contract; or (b) its financing parties, bona fide prospective financing parties or investors or to an agent, employee or advisor, sub-contractor or

		contractor of a financing party, prospective financing party or investor, for the purpose of a financing Self Supply Contract or the financing of any project funding or equity investment in the Recipient.
14.3	Conditions of disclosure to personnel and advisers	<p>The Recipient must:</p> <p>(a) inform the person to whom any Confidential Information is to be disclosed of the confidential nature of that Confidential Information and of the Recipient's obligations in relation to it under this Self Supply Contract; and</p> <p>(b) before disclosing any Confidential Information, ensure that the person to whom the Confidential Information is to be disclosed agrees to comply with obligations in relation to it similar to those of the Recipient.</p>
14.4	Disclosures required by Law	<p>(a) Subject to clause 14.4(b), the Recipient may disclose Confidential Information that the Recipient is required to disclose:</p> <p>(i) by Law or by order of any court or tribunal of competent jurisdiction; or</p> <p>(ii) by any Government Agency, stock exchange or other regulatory body.</p> <p>(b) If the Recipient is required to make a disclosure under clause 14.4(a), the Recipient must:</p> <p>(i) to the extent possible, notify the Discloser immediately if it anticipates that it may be required to disclose any of the Confidential Information;</p> <p>(ii) consult with and follow any reasonable directions from the Discloser to minimise disclosure; and</p> <p>(iii) if disclosure cannot be avoided:</p> <p>(A) only disclose Confidential Information to the extent necessary to comply; and</p> <p>(B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.</p>
14.5	Security and control	<p>The Recipient must:</p> <p>(a) keep effective control of the Confidential Information; and</p> <p>(b) ensure that the Confidential Information is secure from theft, loss, damage or unauthorised access or alteration.</p>
14.6	Survival	This clause 14 survives the expiry or termination of this Self Supply Contract and for a period of 2 years following that expiry or termination.
15.	NOTICES	
15.1	Notices	<p>(a) A notice, consent or other communication under this Self Supply Contract is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail, fax or email.</p> <p>(b) A notice, consent or other communication that complies with this clause 15 is regarded as given and received:</p>

	<ul style="list-style-type: none"> (i) if it is delivered, when it has been left at the addressee's address; (ii) if it is sent by mail, 3 Business Days after it is posted; (iii) if it is sent by fax, when the addressee actually receives it in full and in legible form; and (iv) if it is sent in electronic form: <ul style="list-style-type: none"> (A) if it is transmitted by 5.00 pm (Perth time) on a Business Day – on that Business Day; or (B) if it is transmitted after 5.00 pm (Perth time) on the Business Day, or on a day that is not a Business Day – on the next Business Day. (c) The Customer's addresses and fax number are those set out in the Application Form. (d) The Microgrid Operator's address and fax number are as follows: Address: 65 Hay Street, Subiaco, WA 6008 Email Address: notices@peelrenewableenergy.com.au Phone number: 0431-828-550 Attention: Rob Breden
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16. DISPUTE RESOLUTION

16.1	Application	Any Dispute must be determined in accordance with the procedure in this clause 16.
16.2	Negotiation	<ul style="list-style-type: none"> (a) If any Dispute arises, a Party (Referring Party) may by giving notice to the other Party (Dispute Notice) refer the Dispute to the Senior Management Representatives for resolution. The Dispute Notice must: <ul style="list-style-type: none"> (i) be in writing; (ii) state that it is given pursuant to this clause 16.2; and (iii) include or be accompanied by reasonable particulars of the Dispute including: <ul style="list-style-type: none"> (A) a brief description of the circumstances in which the Dispute arose; (B) references to any: <ul style="list-style-type: none"> (aa) provisions of this Self Supply Contract; (bb) acts or omissions of any person, relevant to the Dispute; and (C) where applicable, the amount in Dispute (whether monetary or any other commodity) and if not precisely known, the best estimate available. (b) Within 5 Business Days of the Referring Party giving the Dispute Notice (Resolution Period), the Senior Management

		<p>Representative from each of the Parties must meet at least once to attempt to resolve the Dispute. The Parties must not delegate the function of the Senior Management Representative to any other person.</p> <p>(c) The Senior Management Representatives may meet more than once to resolve a Dispute. The Senior Management Representatives may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.</p> <p>(d) Each Party warrants that their Senior Management Representative has full authority to resolve any Dispute.</p>
16.3	Conditions precedent to expert determination or litigation	<p>(a) Where a Dispute is not resolved within the Resolution Period and the Dispute is in relation to:</p> <p>(i) a Financial Dispute or a Technical Dispute; or</p> <p>(ii) any other matters agreed between the Parties or required by this Self Supply Contract to be referred to an expert,</p> <p>the Dispute must be resolved by expert determination in accordance with the procedure set out in clauses 16.4 to 16.10. All other Disputes must be resolved by court proceedings.</p> <p>(b) Subject to clause 16.12, a Party must not refer a Dispute identified in clause 16.3(a) to expert determination or commence court proceedings in respect of any other Dispute unless:</p> <p>(i) a Dispute Notice has been given; and</p> <p>(ii) the Resolution Period has expired.</p>
16.4	Expert determination	<p>(a) Any expert determination is to be conducted:</p> <p>(i) by a person appointed by the Parties or if no such person is appointed within 5 Business Days of the referral of a Dispute to expert determination, an Independent person appointed by the Chair of the Resolution Institute; and</p> <p>(ii) in accordance with the Resolution Institute Expert Determination Rules.</p> <p>(b) If, within 14 days of a disputing Party proposing the appointment of an expert under clause 28.3, the Parties cannot agree whether a dispute is a:</p> <p>(i) Technical Dispute; or</p> <p>(ii) Financial Dispute,</p> <p>a final and binding decision must be made by the Chair of the Resolution Institute.</p> <p>(c) To the extent of any inconsistency between the terms of this Self Supply Contract and the Resolution Institute Expert Determination Rules, the terms of this Self Supply Contract prevail.</p>
16.5	Agreement with expert	<p>(a) The expert will not be liable to the Parties for anything arising out of, or in any way connected with, the expert determination process, except in the case of fraud.</p>

	<p>(b) The Parties must enter into an agreement with the appointed expert on such terms as are reasonable having regard to the qualifications of the expert, the functions the expert is to perform, the expertise that the expert is to bring to the task and the responsibility that the expert is to undertake (Expert Determination Agreement).</p> <p>(c) The Parties must not withhold agreement to:</p> <p>(i) any term that the expert requests be included in the Expert Determination Agreement, provided the term is reasonable and does not conflict with this clause 16; or</p> <p>(ii) any reasonable fees and disbursements the expert requests to be set out in the Expert Determination Agreement.</p>
<p>16.6 Not arbitration</p>	<p>An expert determination conducted under this clause 16 is not an arbitration and the expert is not an arbitrator. The expert may reach a decision from his or her own knowledge and expertise.</p>
<p>16.7 Procedure for determination</p>	<p>The expert:</p> <p>(a) will not be bound by the rules of evidence;</p> <p>(b) must determine whether or not the Dispute is in relation to an issue arising in relation to the issues referred to in clause 28.3;</p> <p>(c) must act fairly and impartially as between the Parties, giving each Party a reasonable opportunity to:</p> <p>(i) put its case and deal with the case of any opposing Party; and</p> <p>(ii) make submissions on the conduct of the expert determination;</p> <p>(d) subject to clause 16.7(e), may:</p> <p>(i) proceed in any manner he or she thinks fit;</p> <p>(ii) conduct any investigation which he or she considers necessary to resolve the Dispute;</p> <p>(iii) examine such documents, and interview such persons, as he or she may require and may make such directions for the conduct of the determination as he or she considers necessary;</p> <p>(e) must disclose to the Parties any:</p> <p>(i) interest he or she has in the outcome of the determination;</p> <p>(ii) conflict of interest;</p> <p>(iii) conflict of duty;</p> <p>(iv) personal relationship that the expert has with either Party, or either Party's representatives, witnesses or experts; and</p> <p>(v) other fact, matter or thing which a reasonable person may regard as giving rise to the possibility of bias; and</p>

		(f) must not communicate with one Party without the knowledge of the other Party.
16.8	Costs	Each Party will: (a) bear its own costs in respect of any expert determination; and (b) pay an equal portion of the expert's costs.
16.9	Conclusion of expert determination	(a) Unless otherwise agreed between the Parties, the expert must notify the Parties of his or her decision upon an expert determination conducted under this clause 16 within 20 Business Days from the acceptance by the expert of his or her appointment or such longer period as the Parties may agree. (b) The Parties must do all things necessary to give effect to and comply with the determination of the expert.
16.10	Determination of expert	The determination of the expert: (a) must be in writing and must include the expert's opinion with respect to the matters in question and the reasons for the decision; and (b) will be final and binding on the Parties except in the case of manifest error or fraud.
16.11	Continuance of performance	Despite the existence of a Dispute, the Parties must continue to perform their respective obligations under this Self Supply Contract.
16.12	Summary or urgent relief	Nothing in this clause 16 will prevent a Party from instituting proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
16.13	Survive termination	This clause 16 survives expiry or termination of this Self Supply Contract.
17. MISCELLANEOUS		
17.1	Governing Law	(a) This Self Supply Contract and any Dispute arising out of or in connection with this Self Supply Contract is governed by the laws of the State of Western Australia. (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts that have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
17.2	Liability for expenses	Each Party must pay its own expenses incurred in negotiating, executing and registering this Self Supply Contract.
17.3	Variation of rights	The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this Self Supply Contract. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this Self Supply Contract.
17.4	Operation of this Self Supply Contract	(a) Any right that a person may have under this Self Supply Contract is in addition to, and does not replace or limit, any other right that the person may have. (b) Any provision of this Self Supply Contract which is unenforceable or partly unenforceable is, where possible, to be severed to the

		extent necessary to make this Self Supply Contract enforceable, unless this would materially change the intended effect of this Self Supply Contract.
17.5	Representations and warranties	<p>(a) Each Party represents and warrants that:</p> <p>(i) it has full legal capacity and power to:</p> <p>(A) own its property and to carry on its business; and</p> <p>(B) enter into this Self Supply Contract and to carry out the transactions that it contemplates;</p> <p>(ii) it has taken all corporate action that is necessary or desirable to authorise its entry into this Self Supply Contract and to carry out the transactions contemplated;</p> <p>(iii) this Self Supply Contract constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally); and</p> <p>(iv) the execution of this Self Supply Contract will not:</p> <p>(i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;</p> <p>(ii) contravene any Approval required by Law;</p> <p>(iii) contravene any agreement binding on it or any of its property; or</p> <p>(iv) contravene its constitution or the powers or duties of its directors.</p> <p>(b) Each Party acknowledges that the other Party has executed this Self Supply Contract and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties that are made or repeated in this clause 17.5.</p>
17.6	Operation of indemnities	Each indemnity in this Self Supply Contract survives the expiry or termination of this Self Supply Contract.
17.7	Amendment	Except as provided in clause Error! Reference source not found. , this Self Supply Contract can only be amended or replaced by another Self Supply Contract executed by the Parties.
17.8	Survival	This clause will deal with those provisions that survive termination of the Self Supply Contract.
17.9	Relationship of Parties	Nothing in this Self Supply Contract constitutes or is intended to constitute a relationship of employer and employee, joint venture, principal and agent, or partnership between the Microgrid Operator and the Customer (including its employees or any related bodies corporate).

SCHEDULE ONE

Definitions and Interpretation

1. Definitions

The following terms used in this Self Supply Contract have the meaning given to them as set out below except where the context provides otherwise.

Affected Party has the meaning given in clause **Error! Reference source not found.**;

Approval means:

- (a) an approval, authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment;

Business Day means a day on which banks are open for business in Perth, other than a Saturday, Sunday or public holiday in Perth;

Change in Law means:

- (a) a change of statute, regulation, or ministerial direction in force in Western Australia, made by the Commonwealth of Australia or the State of Western Australia; or
- (b) the introduction or repeal of a statute, regulation, or ministerial direction by either the Commonwealth of Australia, or the State of Western Australia (but the reference to a ministerial direction does not include a ministerial direction arising out of a failure by a Party to comply with existing Laws or Approvals);
- (c) a change to, making of, or cancellation of an Approval;
- (d) the decision of any Government Authority; or
- (e) any applicable judgment of a relevant court of law having jurisdiction in Western Australia which changes a binding precedent.

Claim means any claim, demand, action or proceeding made or instituted against a Party;

Confidential Information means information that:

- (a) relates to the business, assets or affairs of the Discloser; and
- (b) is made available by or on behalf of the Discloser to the Recipient; and
- (c) is by its nature confidential or the Recipient knows, or ought to know, is confidential.

Confidential Information may be made available or obtained directly or indirectly, and before, on or after the Effective Date and includes information concerning the existence and terms of this Self Supply Contract.

Confidential Information does not include information that:

- (a) is in or enters the public domain through no fault of the Recipient or any of its officers, employees or agents;

- (b) is or was made available to the Recipient by a person (other than the Discloser) who is not or was not then under an obligation of confidence to the Discloser in relation to that information; or
- (c) is or was developed by the Recipient independently of the Discloser and any of its officers, employees or agents;

Corporations Act means the *Corporations Act 2001* (Cth);

Customer means the person described as such on the Application that has been executed by the Microgrid Operator;

Customer Connections and Contributions Guidelines means the guidelines so named published on the Microgrid Operator's website from time to time;

Customer Self Supply Guidelines means the guidelines so named published on the Microgrid Operator's website from time to time;

DevelopmentWA means the Western Australian Lands Authority;

Discloser has the meaning given in clause 14.1;

Dispute means any dispute, controversy or claim arising out of, relating to or in connection with this Self Supply Contract, including any question regarding its validity, existence or termination;

Dispute Notice has the meaning given in clause 16.2(a);

Disputed Amount has the meaning given in clause **Error! Reference source not found.**;

Distribution Network means the "distribution system" (as that term is defined in the Electricity Industry Act) located at the Peel Business Park;

Effective Date means the date the Application is signed by the Microgrid Operator;

Electricity Industry Act means the *Electricity Industry Act 2004* (WA);

Force Majeure Event has the meaning given in clause **Error! Reference source not found.**;

Generation and Storage Infrastructure means the generating and battery storage infrastructure operated by the Microgrid Operator at the Peel Business Park.

Generator means the generation system described in the Application.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation, such as Synergy or Western Power; or
- (c) a person (whether autonomous or not) who is charged with the administration of, or decision making under, a law which for the avoidance of doubt includes the Wholesale Electricity Market Rules made under the Electricity Industry Act,

but does not include a Party;

Law means any statute, regulation, by-law, local law, Approval or other authorisation, direction, order or ruling of a Minister of the Crown, or other authorised government representative pursuant to statute, any common law in force or applicable from time to time in Australia or any final determination of a court or legal tribunal within Australia;

Microgrid means the Distribution Network and Generation and Storage Infrastructure operated by the Microgrid Operator.

Party means each of the Microgrid Operator and the Customer and Parties means both of them;

Premises means the premises on which the Generator is, or is to be, located and in respect of which the Customer is the consumer of electricity.

Recipient has the meaning given in clause 14.1;

Referring Party has the meaning given in clause 16.2(a);

Renewable Energy Act means the *Renewable Energy (Electricity) Act 2000* (Cth);

Renewable Energy Certificate means either of:

- (a) a “large-scale generation certificate”; or
- (b) a “small-scale technology certificate”,

as those terms are defined in the Renewable Energy Act;

Resolution Institute means the Resolution Institute (ACN 008 651 232, Level 2, 13-15 Bridge Street, Sydney NSW 2000) or such other entity succeeding or replacing that entity;

Resolution Institute Expert Determination Rules means the Expert Determination Rules of the Resolution Institute from time to time;

Resolution Period has the meaning given in clause 16.2(b);

Senior Management Representative means a senior management representative of each Party.

SWIS Retailer means an electricity retailer licenced under the Electricity Industry Act to sell electricity in Western Australia and which is party to an electricity supply agreement with the Microgrid Operator under which it supplies electricity to the Microgrid Operator at the Western Power Connection Point;

Technical Dispute means a Dispute involving only issues of a technical nature which is capable of determination by reference to engineering or scientific knowledge or practice;

Term has the meaning given in clause 2 **Error! Reference source not found.**;

Third Party Retailer means an electricity retailer licenced under the Electricity Industry Act to sell electricity and which is party to a contract for access to electricity on the Microgrid with the Microgrid Operator;

Unbundled Supply Agreement means an agreement between the Microgrid Operator and the Customer in respect of the Premises under which the charges are payable for electricity, the transport of electricity and a range of other items are imposed separately.

Western Power means Electricity Networks Corporation trading as Western Power;

Western Power Connection Point means the connection point on the Western Power Network electrically connecting it to the Microgrid;

Western Power Meter means the meter installed at or about the Western Power Connection Point on the Western Power Network;

Western Power Network means the electricity transmission and distribution system owned and operated by Western Power; and

Wilful Default means any act or omission (whether sole, joint, or concurrent) amounting to an intentional breach of this Self Supply Contract which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of foreseeable harmful consequences.

2. Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Self Supply Contract, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this Self Supply Contract) or agreement, or a provision of a document (including this Self Supply Contract) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a Party to this Self Supply Contract or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that Party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (g) The expression this Self Supply Contract includes the agreement, arrangement, understanding or transaction recorded in this Self Supply Contract.
- (h) The expressions subsidiary and related body corporate have the same meanings as in the Corporations Act.
- (i) A reference to dollars or \$ is to an amount in Australian currency.
- (j) The words includes and including will be deemed to be qualified by a reference to "without limitation".
- (k) A reference to time is to the time in Perth, Western Australia.