

RoLR deemed large customer retail arrangement for the sale of gas



1. The parties

This contract is the *RoLR deemed large customer retail arrangement* between **ActewAGL Retail** (ABN 46 221 314 841) a partnership of AGL ACT Retail Investments Ltd (ABN 53 093 631 586) and Icon Retail Investments Limited (ABN 23 074 371 207) of 40 Bunda Street, Canberra ACT 2600, as the *designated RoLR* who provides you with *customer retail services* at *your premises* (in this contract referred to as 'we', 'our' or 'us') and you, the *customer* to whom this contract is expressed to apply (in this contract referred to as 'you' or 'your').

2. Definitions

Words appearing in italicised type like *this* are defined in Schedule 1 to this contract.

3. Does this contract apply to you?

3.1 This is our contract

This document sets out our current terms and conditions for our *RoLR deemed large customer retail arrangement* under the *National Energy Retail Law*.

3.2 Application of this contract

This contract applies to you if you are deemed by section 146 of the *National Energy Retail Law* to have a *ROLR deemed large customer retail arrangement* with us.

4. What is the term of this contract?

4.1 When does this contract start?

This contract will start on the *transfer date*.

4.2 When does this contract end?

- a. This contract will end on the earliest of the following to occur:
 - i. the date that you become a *small customer* in relation to *the premises*;
 - ii. the date a different *customer* starts receiving *customer retail services* under a retail contract for the *premises*;
 - iii. when we or another retailer enter into a different contract with you for providing *customer retail services* to you at your *premises* and your responsibility for payment for *customer retail services* under the new contract commences;
 - iv. if you have vacated or intend to vacate your premises, on the day you cease to be responsible to pay for *customer* retail services supplied to that premises under clause 16;

- v. on the day after you cease to have the right under any applicable *gas legislation* to have your *premises* reconnected following disconnection in accordance with clause 15;
 - vi. subject to clause 4.2(b), 20 *business days* after we receive a notice from you terminating the contract; or
 - vii. if both parties mutually agree to terminate this contract or if we serve a notice on you which states that this contract will be terminated after the period of six months after the *transfer date* unless we enter into another contract for the provision of *customer retail services* in relation to the premises before the end of that period.
- b. If you give notice under clause 4.2(a)(vi) but do not give safe access to the premises to conduct a final meter reading (where relevant), then this contract will not end until the earlier of:
- i. 10 *business days* after safe access is given; and
 - ii. when the meter is read or the relevant metering data are obtained.

4.3 Rights on the contract ending

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

5. Scope of this contract

5.1 What is covered by this contract?

This contract applies only to the provision of *customer retail services* to you at your *premises*. We agree to sell to you gas supplied to your premises (by your *distributor*) and perform the other obligations set out in this contract. In return, you are required to pay the amount billed by us under clause 9 of this contract, and perform your other obligations under this contract.

5.2 What is not covered by this contract?

- a. We do not operate the *gas distribution network* to which your premises is connected. This is the role of your distributor.
- b. You have a separate *customer* connection contract with your *distributor*. Your *distributor* is responsible for:
 - i. the connection of your *premises* to the *gas distribution network*;
 - ii. the maintenance of that connection;
 - iii. the supply of gas to your *premises*; and
 - iv. the quality and other characteristics of gas supplied to your *premises*.
- c. Unless you negotiate a different arrangement with your *distributor*, a *deemed standard connection contract* or a *deemed AER approved standard connection contract* will govern your contractual relationship with your *distributor*. Even if you do not apply to enter into a *deemed standard connection contract* or a *deemed AER approved standard connection contract* it will automatically come into place by operation of law.

5.3 Quality of gas supplied to your premises

We cannot regulate the quality or reliability of gas supplied to your *premises*. You should be aware that gas suffers from quality, pressure and continuity issues from time to time for a number of reasons, including:

- a. the location of your *premises*;
- b. the weather conditions;
- c. animals, vegetation, the actions of vandals and other people;

- d. the existence of emergency or dangerous conditions;
- e. damage to a gas network;
- f. the design and technical limitations of a gas network; and
- g. the demand for gas at any point in time.

You should understand that quality, pressure and continuity issues may cause damage to your equipment or cause it to malfunction. We recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these issues do occur.

5.4 Maximum quantities

- a. Subject to this contract, ActewAGL will sell and arrange for the supply of gas to, and the *customer* may withdraw gas at, a *delivery point* in quantities up to:
 - i. the Maximum Daily Quantity (**MDQ**) each *day*; and
 - ii. the Maximum Hourly Quantity (**MHQ**) each *hour*.
- b. Where the *customer* withdraws gas at a *delivery point* in quantities or at rates that exceed those referred to in clause (a)(i) above, additional charges may be payable for that gas.
- c. Where the *customer* withdraws gas at a *delivery point* in quantities or at rates that exceed those referred to in clause (a)(i) or (ii) above, the *customer's* liability is not limited to any *charges* applicable under this *contract* and:
 - i. the *customer* may also be liable for *loss or damages* in accordance with this *contract*; and
 - ii. if the *distributor* requires, the capacity of the *meter equipment* may be increased or flow control mechanisms may be installed to restrict the quantity of gas that may be withdrawn at the *delivery point*, at the *customer's* expense.

5.5 Variation to quantities

If the *customer* wishes to request a variation to any or both of MDQ or MHQ:

- a. the *customer* must make the request in writing;
- b. ActewAGL will advise the *customer* whether ActewAGL and the *distributor* agree to the request;
- c. ActewAGL will advise the *customer* of any variations to the terms and conditions in relation to the request; and
- d. if the *customer* accepts the proposed variations advised under clause (c) above, then the agreed variations to MDQ or MHQ (as applicable), and/or the terms and conditions will apply from the date agreed by the parties until the *end date*.

5.6 Tariff reclassifications

- a. If the characteristics of the *customer* at a *delivery point* qualify for a *tariff class* different to the *tariff class* assigned to the *customer* at that time, the *customer* may request ActewAGL to seek a variation to the *tariff class* and:
 - i. the *customer* must make the request in writing;
 - ii. ActewAGL will advise the *customer* whether AGL and the Network Operator agree to the request;
 - iii. AGL will advise the *customer* of any variations to the *tariff class*, the *charges* or other terms and conditions arising as a consequence of the request; and
 - iv. if the *customer* notifies ActewAGL that it accepts the proposed variation advised under clause (a)(iii) above then the agreed variations to the *tariff class* and the terms and conditions will apply from the date determined by the *distributor* until the *end date*. Otherwise no such variations will be made.
- b. If the characteristics of the *customer* at a *delivery point* are such that it ceases to qualify for the

tariff class assigned to the *customer* at that time or that it qualifies for a different *tariff class*, the *distributor* may determine that a different *tariff class* will apply to the *customer* at that *delivery point* and on receiving notice of that determination, ActewAGL will give the *customer* notice of the change, which will apply from the date determined by the distributor.

- c. The *tariff class* applying to the *customer* may be changed by the *distributor*, or at the request of ActewAGL or the *customer*, if the *customer's* usage or expected usage at a *delivery point* in respect of any 12-month period is:
 - i. more than 10TJ where it was previously less than 10TJ in respect of a 12-month period; or
 - ii. less than 10TJ where it was previously more than 10TJ in respect of a 12-month period,

in which case the *network charges* will be varied in accordance with variations in the *charges* paid or payable to the *distributor* in respect of the *delivery point*.

5.7 Less than 1 TJ

If the *customer's* usage or expected usage at a *delivery point* with respect to any 12-month period is less than 1 TJ, ActewAGL may terminate this contract by notice to the *customer* and the ActewAGL standard retail contract terms (Standard Terms) will apply to that *delivery point* from the date on which the *customer* will be treated by *energy law* as a small *customer*. From that date, if there is any inconsistency between the Standard Terms and the provisions of this contract, the Standard Terms prevail in relation to the relevant *delivery point*.

5.8 Chargeable Demand

The *customer* acknowledges that the *distributor* may re-determine the *chargeable demand* that applies for a *delivery point* from time to time and, following notification by the *distributor*, ActewAGL will notify the *customer* of the revised *chargeable demand* which will apply and the date from which it is effective and the *network charges* passed through to the *customer* will be varied accordingly.

6. Modification or upgrade of connection

6.1 Connection

If your existing connection to the *gas distribution network* or associated equipment requires modification or upgrading, you will need to make arrangements with your *distributor* about your connection. In some cases, we can arrange for these things on your behalf.

If the *distributor* agrees to the upgrade, or if the *distributor* initiates a *delivery point* upgrade, we will pass through to you any charges levied by the *distributor* or other *gas market service provider* relating to such upgrade. AGL makes no representation regarding the time for completion of the upgrade

7. Our liability

7.1 How this clause operates with the Competition and Consumer Act etc.

- a. The *Competition and Consumer Act 2010* (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.
- b. Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of gas, its quality, fitness or safety, other than those set out in this contract.
- c. Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:
 - i. providing equivalent goods or services provided under this contract to your *premises*; or
 - ii. paying you the cost of replacing the goods or services provided under this contract to your *premises*, or acquiring equivalent goods or services.

7.2 Not liable

- a. To the maximum extent permitted by law, we are not liable for any loss or damage you suffer (whether due to negligence, bad faith or otherwise) because of the gas we sell to you under this contract.
- b. In particular, we are not liable for any loss or damage you may suffer because:
 - i. there is a total or partial failure of gas supply, or there is a defect in the gas supplied (however caused including by way of quality or pressure); or
 - ii. some characteristic of the gas makes it unsuitable for some purpose.

7.3 Non-exclusion

This clause 7 applies in addition to, and does not vary or exclude, the benefit we receive from the operation of any indemnity under the *gas legislation*.

7.4 Survival of this clause

This clause 7 survives the termination of this contract.

8. Customer's liability

You are liable to us for, and indemnify us against, any *damages*, claims or *consequential loss* incurred or suffered by or against us or our directors, officers, employees, agents, and contractors in connection with:

- a. the failure by you to cease or reduce the withdrawal of gas as required under this contract;
- b. any *unauthorised overrun* at a *delivery point*;
- c. any *damage* to or interference with the *network* caused by you, your employees, agents, or contractors;
- d. any *damage* to or interference with any *metering equipment*, any other equipment or property or any connections installed or being installed at a *delivery point* caused by you, your employees, agents, or contractors;
- e. your gas delivery and usage installations (including pipe works, gas consuming appliances and other equipment) installed downstream of the *delivery point* not being designed, installed, operated, or maintained to required safety standards and in compliance with all applicable *energy law*;
- f. the failure by you to pay any bill in accordance with this *contract*; and
- g. any personal injury or death caused by the negligent or wrongful acts or omissions of you, your employees, agents, or contractors.

9. Price for gas and other services

9.1 What are our tariffs and charges?

- a. We will *charge* you in accordance with the *market prices*.
- b. To the extent permitted by the *gas legislation*, we may pass through to you any other *charges* imposed by your *distributor* which are not included in the *market prices*, including the *metering charges*.
- c. You acknowledge that the *market prices* charged by us include *charges* for the provision of *customer connection services* to the *premises* and agree to pay those *charges* to us.
- d. We agree to pay any amounts received for *customer connection services* from you to the *distributor* providing those services.

9.2 Variations to your tariffs and charges

If there is a variation in the *market prices*, we must include details of the variation with your first bill that includes

the variation.

9.3 Changes to the rate of a tariff or *charge* during a billing cycle

If the rate of a tariff or *charge* applying to your changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- a. the rate of the old tariff or *charge* up to and including the date of change.
- b. the rate of the new tariff or *charge* from that date to the end of the *billing cycle*.

9.4 Changes to tariff or *charge* type during a billing cycle

If the type of tariff or *charge* applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- a. the old tariff or *charge* up to and including the date of change.
- b. the new tariff or *charge* from that date to the end of the *billing cycle*.

9.5 Default rates

The *customer* acknowledges that the *default rate* reflects potential wholesale market exposures for ActewAGL, and that the default rate will change from time to time as published on ActewAGL's website.

9.6 GST

- a. Unless expressly stated otherwise, all amounts payable or other consideration provided in respect of transactions under this contract are expressed exclusive of GST (if any). Where a supply under this contract is a taxable supply, all amounts payable or other consideration provided must be increased by the amount of GST payable in relation to the transaction.
- b. All GST payable must be paid at the same time as the payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it must be paid within 10 *business days* of a tax invoice being issued by the party making the taxable supply.

10. Billing

10.1 When bills are sent

We will send a bill to you as soon as possible after the end of each *billing cycle*.

10.2 Payments to the distributor

- a. This clause does not apply to you if you are a *customer* on a *negotiated connection contract* who is billed directly by your *distributor*.
- a. We will arrange for one bill to be sent to you for each *billing cycle* covering tariffs and *charges* due to us and those tariffs and *charges* due to your *distributor* for *customer connection services*. We will arrange for payment to the *distributor*.

10.3 Calculating the bill

- a. We will calculate at the end of each *billing cycle*:
 - i. the bill for gas sold during that *billing cycle* (using information obtained from reading your meter or otherwise in accordance with the *gas legislation*); and
 - ii. the amount for any other services supplied under this contract during the *billing cycle*.
- b. The bill may also include the *metering charge* and amounts due to the *distributor* for *customer connection services*.
- c. The bill may also include:

- i. unbilled *charges* incurred in respect of a previous *billing cycle*;
 - ii. adjustments in relation to *charges* which were billed or should have been billed in respect of a previous *billing cycle*; or
 - iii. any other *charges* attributable to you at your *premises*, or any other address at which you purchased gas from us including those set out in clause 9.3 (d)(i) to (xi).
- d. You must pay us the charges applicable to each *delivery point* in each *billing cycle*, including:
- i. an amount equal to the applicable *energy charge* multiplied by the quantity (in GJ) of gas delivered to a *delivery point* in the *billing cycle*;
 - ii. the monthly *fixed charge*;
 - iii. the *network charges*;
 - iv. the *pass through charges*;
 - v. the *STTM Activity Charge*;
 - vi. the *participant compensation fund charge*;
 - vii. the aggregate of any *contract overrun charges*;
 - viii. any other *Charges*;
 - ix. any *ancillary charge*; and
 - x. any Tax not already captured in this contract.
- e. The applicable market price is subject to change with 1 business days' notice and can increase as a result of:
- i. increased costs being passed through to ActewAGL by the wholesaler; or
 - ii. an *increased costs event*.

10.4 Estimating the gas usage

- a. If your meter is unable to be read, or your *metering data* is not obtained, or is considered to be incorrect for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of gas which was purchased from us at your *premises* may be estimated. The bill will clearly state the bill is based on an estimated reading.
- b. When your meter is subsequently read, the next bill will be adjusted for the difference between the estimate and the actual amount of gas used, based on the reading of the meter. When you have received an estimated bill due to the absence of *metering data* and a subsequent meter reading shows that you have been under *charged*, we will include the amount under *charged* as soon as practicable in a subsequent bill and you must pay the under *charged* amount.
- c. If the meter is unable to be read due to your actions, and you subsequently request that we replace the estimated bill with a bill based on a reading of the meter, we will endeavour to comply with your request but may pass through to you any cost we incur in doing so.

10.5 How bills are issued

We must send a bill:

- a. to you at the address nominated by you; or
- b. to a person authorised in writing by you to act on your behalf at the address specified by you.

10.6 Contents of a bill

The bill will be in a form and contain such information as is required by any applicable *gas legislation*.

11. Paying your bill

11.1 What you have to pay

You must pay to us the amount shown on each bill (free of set off and without deduction) by the date shown on the bill as the date for payment, which must not be less than 14 *business days* after we send the bill unless otherwise agreed between us.

11.2 Issue of reminder notices

If you have not paid a bill by the due date, we may send you a reminder notice that your bill is past due, giving you a further due date (which must not be less than five *business days* after the date we sent the notice).

11.3 Review of bills

- a. Subject to 3(b) of this clause, if you believe on reasonable grounds that any part of a bill is incorrect, then you may ask us to review the bill. Any such request must be in writing and must set out the grounds for your belief that the bill is incorrect. You must pay us the part of the bill not in dispute by the due date. You must also pay any future bills.
- b. We will inform you of the outcome of our review within a reasonable period. If our review shows the bill to be correct, you must pay the amount of the bill in full. If our review shows that your grounds for believing the bill to be incorrect were not reasonable, you may be required to pay interest on the unpaid amount from the *due date* in accordance with this contract.
- c. Despite subclause 3(a), you must pay all *charges* due to your *distributor* that are required to be paid to us under your *customer connection contract* in full by the due date.

11.4 How the bill is paid

You can pay the bill using any of the payment methods listed on the bill. If a payment you make is dishonoured (e.g. where a cheque or credit card payment is not honoured), we may require you to pay an amount reflecting any cost incurred by us as a result of the payment being dishonoured.

11.5 Late payments

- a. If you do not pay your bill on time, we may *charge* interest on the unpaid amount from the due date at the *interest rate* and compounded monthly, provided we are not prohibited by any applicable *gas legislation* from doing so.
- b. We may also require you to pay any costs incurred by us in recovering any amounts you owe to us (including any amount in dispute that is subsequently required to be paid by you), or due to your breach under this contract, provided we are not prohibited by any applicable *gas legislation* from doing so.
- c. This clause does not affect our right to arrange for your premises to be disconnected under clause 14 of this contract.

11.6 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. If you notify us, we may, depending on your circumstances, provide you with a payment arrangement.

12. Meters

12.1 Responsibility for metering

- a. The *customer* acknowledges that all *meter equipment* will be installed, maintained, tested, operated, and read by the *distributor* or a *meter data agent* in accordance with *third party contracts* and *energy law*.

- b. Unless expressly provided otherwise, all *meter equipment* will remain the property of the *distributor* (or ActewAGL, as the case may be), who will be entitled to recover possession of that property upon the termination of this *contractor* in relation to any change to a *customer's tariff class*, and for that purpose the *customer* must allow the *distributor* (or ActewAGL, as the case may be) to enter the *premises* at all reasonable times.

12.2 Customer's responsibilities

The *customer* must:

- a. keep the *meter equipment* safe from *damage* and interference;
- b. immediately notify ActewAGL and the *distributor* if the *customer* becomes aware of any:
 - i. fact or circumstance which could pose a risk to the health or safety of any of ActewAGL's or a *gas market service provider's* representatives who enter the *premises*; or
 - ii. *damage* to the *network* or the *meter equipment*;
- c. not withdraw gas, and must use its best endeavours to ensure that no others withdraw gas, before it reaches the *meter equipment* at a *delivery point*;
- d. not use gas in a manner that may interfere with the *network* or cause *damage* or interference to a third party;
- e. comply with any lawful direction issued by ActewAGL, the *distributor* or the *market operator*;
- f. as soon as possible following the *commencement date* provide details by notice to ActewAGL of an emergency contact person for each *delivery point* who can be contacted by ActewAGL, the *distributor* or the *market operator* at any time in an *emergency*. The *customer* must notify ActewAGL as soon as is practicable of any changes to the name and contact details of that *emergency* contact person. ActewAGL may provide those *emergency* contact details to the *distributor* or the *market operator* if requested or required by those parties; and
- g. provide all reasonable assistance and information to ActewAGL to allow it to comply with its obligations under this *contract*, to enable ActewAGL or the *distributor* to interrupt or curtail deliveries of gas to the *customer* and in so far as relevant to this *contract*, to comply with *energy law* or a *third party contract*.

12.3 Accuracy or security of Meter Equipment

- a. The *customer* must advise ActewAGL immediately if it becomes aware of any circumstances that might reasonably be expected to affect the accuracy or security of the *meter equipment*.
- b. If accurate readings of the *meter equipment* are unavailable, the quantity of gas delivered to a *delivery point* for that period will be the amount determined by the *distributor*, unless the *distributor*, ActewAGL and the *customer* agree otherwise.

12.4 Representatives on Premises

Each party and the relevant *gas market service provider* may appoint a representative to be present during the alteration, reading, inspection, calibration, repair, or maintenance of the *meter equipment*.

12.5 Access to Meter Equipment

The *customer* acknowledges that all *meter equipment* will be installed, maintained, tested, operated, and read by the *distributor* or a *meter data agent* in accordance

- a. The *customer* must provide safe and unhindered access to the *metering equipment* for ActewAGL's and a *gas market service provider's* employees, agents and contractors, and all persons entitled to access under *energy law*.

- b. Except in an *emergency* or where access to the *premises* is required in relation to curtailment, interruption, or suspension of gas deliveries, ActewAGL will comply with the *customer's premises' safety requirements* if notified of those requirements before entry to the *premises*.
- c. If the *customer* does not provide such access at the time ActewAGL or a *gas market service provider* requires it:
 - i. if a meter reader was unable to gain access, the *customer* must reimburse ActewAGL for any amounts which may be charged to or incurred by ActewAGL in relation to the attempted reading of that *meter equipment*, even though no reading was actually taken; and
 - ii. ActewAGL or the distributor may do any or all of the following:
 - a. estimate the quantity of gas delivered to a *delivery point* and ActewAGL will render a bill based on that estimate;
 - b. cease the supply of gas to a *delivery point*, and ActewAGL will give the *customer* up to 6 hours written notice of the cessation of supply except in the case of an interruption or reduction in supply of gas, an *emergency* or a risk to persons or property;
 - c. replicate the *meter equipment* at a location accessible to ActewAGL and the *distributor*, at the *customer's* cost.

13. Overcharging and undercharging

13.1 Undercharging

Where we have undercharged you, we may recover from you the amount undercharged.

13.2 Overcharging

Where you have been overcharged, we will inform you within 10 *business days* of becoming aware of that overcharging and:

- a. if you have already paid that amount, credit that amount in a subsequent bill as soon as reasonably practicable.
- b. if you have ceased to purchase *customer retail services* from us, use our best endeavours to pay that amount to you within 10 business days.

14. Security deposits

14.1 Security deposit

- a. We may require that you provide a security deposit. The amount of the security deposit will be no more than:
 - i. if you receive quarterly bills – 1.5 times your estimated quarterly bill; or
 - ii. if you receive monthly bills – 2.5 times your estimated monthly bill.
- b. If we require you to provide a *security deposit* or an increase in a *security deposit* you must provide such amount within 20 *business days* of receipt of our request or we may arrange for your premises to be disconnected in accordance with clause 14.

14.2 Use of a security deposit

We may use your *security deposit* to offset any amount you owe under this contract or, unless your *distributor* bills you directly, under your *customer connection contract* with your *distributor*.

- a. if you fail to pay a bill and, as a result, we arrange for the disconnection of your *premises*.
- b. in relation to a final bill (i.e. the bill we issue when you vacate the *premises*, stop obtaining *customer*

retail services from us at your *premises* or request that your *premises* be disconnected).

14.3 Increase in security deposit

We may request that you increase the amount of your *security deposit* if reasonably required by us.

14.4 Return of security deposit

We will return your *security deposit* on termination of this contract if all amounts which are owing or payable or remain unpaid by you have been paid in full.

15. Disconnection of supply

15.1 When can we arrange for disconnection?

Subject to clause 14.2, we may arrange for the disconnection of your premises by giving you 10 business days' notice if:

- a. you do not pay any amount which is due under this contract;
- b. you fail to comply with any of your other obligations under this contract;
- c. you fail to provide *acceptable identification* when we request it;
- d. we reasonably consider that you are failing to comply with your obligations under any *gas legislation*, or
- e. an *insolvency event* has occurred or continues to occur in respect of you, and you do not remedy the breach before the expiry of the notice. The disconnection will take effect upon the expiry of such notice.

You should be aware that there are other circumstances in which your distributor can arrange for disconnection under your *customer connection contract*, such as in cases of emergency or for safety reasons. These are detailed in your *customer connection contract*.

15.2 Comply with the gas legislation

We must comply with any applicable *gas legislation* (such as giving you the required notices and warnings) before arranging for the disconnection of your *premises*.

16. Reconnection after disconnection

- a. Subject to clause 15(b), if you request us to arrange reconnection of your *premises* and you pay to us all of our and the *distributor's* reconnection *charges* in advance and rectify the cause that led us to disconnect your *premises*, we will arrange for the reconnection of your *premises*.
- b. We may impose any conditions in respect of reconnecting your premises as we see fit, or refuse to arrange reconnection and terminate this contract, provided we are not prevented from doing so under the *gas legislation*.

17. Vacating a premises

- a. You must give us 20 *business days'* notice if you intend to:
 - i. vacate your *premises*;
 - ii. sell or otherwise part with possession of your *premises*; or
 - iii. cease to operate your business from your *premises*.

The notice must contain your forwarding address for your final bill.

- b. When we receive the notice, we must use our best endeavours to arrange that the relevant meters are read on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice. Subject to clause 16(c), you will cease to be responsible for *charges* for the premises on the date which is the later of:
 - i. 20 *business days* after notice is provided to us; and
 - ii. any later date specified in your notice.
- c. If you do not give safe access to the premises to conduct a final meter reading (where relevant), you will continue to be responsible for *charges* for the premises until the earlier of:
 - i. 10 *business days* after safe access is given; and
 - ii. when the meter is read or the relevant metering data is obtained.

18. Transfer to a new retailer

If you have entered into an agreement to receive *customer* retail services from another retailer at your *premises*, you acknowledge that we may:

- a. seek your consent to conduct a special reading of the meter at your *premises*; and
- b. if you give your consent, *charge* you a fee to conduct the special reading of the meter at your *premises*, which will be disclosed to you at the time we seek your consent.

19. Use of gas and wrongful use

19.1 Use of gas

You must not:

- a. illegally use gas;
- b. interfere or allow interference with any of our equipment which is at the *premises*;
- c. except as may be permitted by law;
- d. use the gas supplied to your *premises* or any of our equipment which is at the *premises* in a manner which:
 - i. unreasonably interferes with the connection or supply of gas to another *customer*; or
 - ii. causes damage or interference to any third party;
- e. allow *customer retail services* purchased from us to be used other than in accordance with this contract or the *gas legislation*; or
- f. tamper with, or permit tampering with, any meters or associated equipment.

19.2 Wrongful use

If you have breached clause 18.1 of this contract, we or your distributor may, in accordance with any applicable *gas legislation*.

- a. estimate the amount of the gas so obtained and bill you or take debt recovery action against you for that amount; and
- b. arrange for the immediate disconnection of your premises.

20. Information we need

You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. You must tell us if information you have provided to us changes (for example, if your address

changes, or the purpose for which you are buying gas changes).

21. Notices and bills

Unless this contract or any applicable *gas legislation* otherwise allows (for example, where phone calls are allowed), all notices must be sent in writing. We can send you notices to your premises or your contact address.

Notices and bills are deemed to have been received by a party:

- a. on the date it is handed to the party, it is left at the party's *premises* (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);
- b. on the date two *business days* after we post it to your *premises* or contact address or you post it to us; or
- c. where use of email has been agreed between you and us, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

22. Privacy and confidentiality

22.1 Privacy of information

Subject to clauses 21.2 and 25 of this contract we must maintain your personal information (as that term is defined in the *Privacy Act*) in accordance with the *Privacy Act*.

22.2 Disclosure

We may, however, disclose information about you:

- a. if required or permitted by law to do so;
- b. if we are required or permitted by our *retailer authorisation* to do so, such as to a law enforcement agency;
- c. where you give us written consent; or
- d. to your *distributor* or a metering service provider to the extent that information is for the purposes of arranging *customer* connection services or reading a meter.

23. Queries and complaints

If you have a query or a complaint relating to the sale of gas by us to you, or this contract generally, you may contact us on the details set out in our last bill to you, or as notified to you from time-to-time.

24. Force majeure

24.1 Effect of force majeure event

If, but for this clause 23, either party would breach this contract due to the occurrence of a *force majeure event*.

- a. the obligations of a party under this contract, other than any obligation to pay money, are suspended to the extent to which they are affected by the *force majeure event* for so long as the force majeure event continues; and
- b. the affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

24.2 Deemed prompt notice

For the purposes of this clause 23, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

24.3 Obligation to overcome or minimise effects of force majeure event

Either party relying on this clause 23 by claiming a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of that *force majeure event* as quickly as practicable.

24.4 Settlement of industrial disputes

Nothing in this clause 23 will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

25. Applicable law

- a. We, as your *retailer*, and you, as our *customer*, agree to comply with any applicable requirements of any codes issued under the *gas legislation* from time to time.
- b. The laws of the Australian Capital Territory govern this contract and you submit to the jurisdiction of the courts of the Australian Capital Territory, including any courts having appellate jurisdiction from those courts.

26. Last resort event

If we are no longer entitled under the *National Energy Retail Law* to provide *customer retail services* to you due to a *RoLR event* occurring in relation to us, we are required by the *National Energy Retail Law* to provide your name, billing address and *MIRN* (or *DPI* if you are in NSW) to the *regulated entity* appointed as the retailer of last resort under the *National Energy Retail Law* and this contract will come to an end.

27. General

27.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract then:

- a. we are deemed to have complied with the obligation if another person performs the task on our behalf; and
- b. if the obligation is not complied with we are still liable to you for the failure to comply with this contract.

27.2 Ending of one contract does not affect the other

- a. To avoid doubt, if you are a party to a *deemed standard connection contract* or a *deemed AER approved standard connection contract* and *standard large customer retail contract*, the ending of one contract does not affect the other contract.

27.3 Amending this contract

We may amend the terms and conditions of this contract from time to time. We must inform you of any material amendments to this contract by giving you written notice with your next bill that the terms of this contract have been amended and by publishing the amended terms and conditions on our website.

27.4 Obligations if you are not an owner

If you are unable to fulfill an obligation in respect of the *premises* under this contract because you are not the owner of the *premises*, then you are not in breach of this contract if you take all reasonable steps to ensure that the owner or other person responsible for the *premises* fulfils the obligation.

27.5 Assignment

- a. Subject to paragraph (b), neither you nor we may assign or otherwise deal with rights under this contract or allow any interest in it to arise or be varied, without the consent of the other party.
- b. You consent to us assigning our rights or novating our rights and obligations under this contract to a *retailer* on notice to you.

27.6 Severance

If any term of this contract is or becomes for any reason invalid or unenforceable at law, then that term will be deleted from this contract without affecting the remainder of this contract, which will continue to be valid and enforceable.

27.7 Exercise of rights

A party may exercise a right, power, or remedy under this contract at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

27.8 Survival

Clauses 4, 5, 7, 8, 9, 10, 11, 12 and 27 (except 27.7) of this *contract* and the indemnities in this *contract* will survive the termination of this *contract*.

27.9 Use of information

- a. The **customer** consents to ActewAGL seeking and using information concerning the **customer**, the **delivery point**, the **customer's** gas consumption, metering, billing and payment data and history (and any related or similar information) for the purposes of this contract, any relevant **third party contract**, any **energy law** or for any other lawful purpose we reasonably considers necessary.
- b. Unless prevented by law, ActewAGL or its **related bodies corporate** can use this information to offer the you other products and services. You may notify us at any time if you do not wish ActewAGL to use this information in this manner

27.10 Energy and pressure units

Joule or **J** means a unit of energy as defined in Australian Standard AS ISO 1000-1998.

MJ means one megajoule and is equal to one million Joules. **GJ** means one gigajoule and is equal to one thousand MJ.

TJ means one terajoule and is equal to one thousand GJ.

Declared Heating Value for a *day* means the Heating Value of gas applicable to a *delivery point* for the *day* as determined by the *distributor*.

kPa means one kilopascal and is equal to one thousand pascals as defined in Australian Standards AS ISO 1000-1998, and unless otherwise specified, refers to a gauge pressure in excess of the prevailing atmospheric pressure.

Heating Value is the number of megajoules liberated when one cubic metre of gas at Standard Conditions, is completely burnt in air, with all water formed by the combustion process condensed to the liquid state, and with all products of combustion at Standard Conditions.

Standard Conditions means a temperature of 15 degrees Celsius and an absolute pressure of 101.325 kPa.

Volume means volume measured in cubic metres (m³) at actual conditions converted to Standard Conditions using either a flow corrector forming part of the *meter equipment*, or an algorithm determined by the *distributor*.

Schedule 1

Definitions

acceptable identification in relation to:

- a. *a large customer* which is a sole trader or partnership, includes one or more of the following forms of identification for each of the individuals that conduct the business:
 - i. a driver's licence, a current passport or other form of photographic identification;
 - ii. a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; and/or
 - iii. a birth certificate.
- b. *a large customer* which is a body corporate, includes the body corporate's Australian Company Number or Australian Business Number.

access arrangement means the access arrangement applying from time to time to the *network*, as made under the *National Gas Rules*.

AEMO means the Australian Energy Market Operator Limited ACN 072 010 327, the company which operates and administers the wholesale gas market in accordance with the *National Gas Rules*.

AER means the Australian Energy Regulator established by section 44AE of the *Competition and Consumer Act 2010* (Cth).

ancillary charge means an ancillary *charge* applicable to a Tariff Category set out in the Reference Tariff Schedule.

Annual Contract Quantity (ACQ) for a *delivery point*, means the quantity of gas the *customer* is expected to withdraw under this contract at that *delivery point* in a contract year.

billing cycle means the regular recurrent period for which you receive a bill from us.

business customer means a *customer* who is not a residential *customer*.

business day means a day, other than a Saturday, a Sunday or a public holiday in the Australian Capital Territory made under the *Holidays Act 1958* (ACT).

business premises means premises of a business *customer*, other than premises used solely or principally for personal, household or domestic use.

Central West Pipeline charges means *charges* incurred in respect of the customer's use (if any) of the Central West Pipeline services, calculated by reference to the reference tariff as specified in the access arrangement for Central West Pipeline, as varied from time to time.

chargeable demand means the quantity of gas determined by the Distributor from time to time pursuant to the Access Arrangement and used to determine the *demand charge* under the Reference Tariff Schedule.

charges means the *charges* listed in clause 9.3, or elsewhere in this contract, as varied from time to time in accordance with this contract.

commencement date in relation to a *delivery point*, means the date the *delivery point* is transferred to ActewAGL as a result of a *RoLR event*.

consequential loss means loss of income or revenue; loss of profit or anticipated profits; loss of business or financial opportunity; loss of production or loss from business interruption; loss of reputation; punitive or exemplary damage; failure to achieve anticipated savings, reduction of costs, or other savings; and penalties payable under third party contracts.

connection point has the meaning given in the *National Gas Rules*.

contract overrun charge means a *charge* applicable to a *delivery point* on each day there is an overrun

customer means a person who buys or wants to buy energy from a *retailer*.

customer connection contract means a contract between a *distributor* and a *customer* of the kind set out in section 67 of the *National Energy Retail Law*.

customer connection services, for *premises*, means:

- a. the connection of the *premises to a gas distribution network* to allow the supply of gas from the *gas distribution network* to the *premises*; and
- b. the supply of gas from the *gas distribution network* to the *premises*.

customer retail services means the sale of gas to the *premises*.

damage includes any costs, liabilities, losses, charges, expenses, interest, penalty, or damage suffered or incurred by a person.

day has the same meaning as 'gas day' in Part 20 of the National Gas Rules for a hub other than the Brisbane hub and **daily** has a corresponding meaning. A *day* begins at the time specified in the National Gas Rules. When referring to a particular *day*, the date of the *day* is the date on which that *day* begins.

deemed AER approved standard connection contract means a *customer* connection contract between a *customer* and a *distributor* that is taken to be entered into under section 76 of the *National Energy Retail Law*.

deemed standard connection contract means a *customer* connection contract between a *customer* and a *distributor* that is taken to be entered into under section 70 of the *National Energy Retail Law*, the terms of which are set out in Schedule 2 to the *National Energy Retail Rules*.

default rate means the rate or rates published at www.actewagl.com.au/plans-and-connections/pricing-information/your-rights-and-obligations that ActewAGL has determined would be necessary to protect ActewAGL or a *related body corporate* from potential market exposures to withdrawals of gas by a *customer*, including the costs of acquiring and transporting gas in the market and selling that gas to the *customer* at a reasonable margin and allowances for market constraints and fluctuations, and which will change from time to time by publication on the ActewAGL website.

delivery point means a point at which gas is withdrawn from the Network by the Customer, being the inlet flange of the receipt facilities at the *customer's delivery point*.

delivery point identifier or (DPI) means the unique meter installation registration number assigned to a NSW supply point by the relevant distributor.

demand charge means the annual *charge* calculated by multiplying the *chargeable demand* by the relevant rate set out in the reference tariff schedule for the tariff class assigned to the *delivery point*.

designated RoLR has the meaning given in Part 6 of the *National Energy Retail Law*.

distributor means:

- a. a 'regulated distribution system operator', as that term is defined in the National Gas Law; or
- b. a 'nominated distributor', as that term is defined and to the extent provided by section 12 of the National Energy Retail Law; or
- c. a person who operates all or any part of the *network* and, for the avoidance of doubt, includes transmission system and storage facility operators.

emergency means an actual or imminent event that in ActewAGL's, the *distributor's* or the *market operator's* reasonable opinion may endanger any person, property, or part of the *network* or as otherwise defined or deemed to occur under any *energy law*

end date means the date this contract is terminated in accordance with its terms or at law

energy charge means the *charge* provided to you by ActewAGL, within 5 business days of the RoLR notice being published by the AER and as varied from time to time in accordance with this contract.

energy law means any law, statute, regulation, rules, code, direction, mandatory guideline, licence condition, access arrangement or other regulatory instrument, which governs or affects any one or more of the price of gas, the cost to

ActewAGL of buying or selling gas, the delivery of gas, the sale or supply of gas to the *customer*, the management of greenhouse gas emissions or concentrations generally or in connection with the production, processing, transportation, sale, purchase, supply or consumption of gas, the cost of complying with any new or changed laws or the gas industry generally.

failed retailer means a *retailer* (or former *retailer*) in relation to whom a *RoLR event* has occurred.

fixed charge for a *delivery point* means the *default rate* per gigajoule of the **Maximum Daily Quantity (MDQ)** plus a default rate for haulage. The *fixed charge* is a monthly *charge*

force majeure event means an event outside the control of you or us.

gas distribution network has the same meaning as in the *Utilities Act 2000* (ACT).

gas legislation means the *National Gas Law*, *National Gas Regulations*, *National Gas Rules*, *National Energy Retail Law*, *National Energy Retail Regulation*, *National Energy Retail Rules*, the *Utilities Act* and regulations, standards, codes, protocols and rules made under those Acts or laws.

gas market service provider includes the *distributor*, the *market operator*, a *meter data agent* or other entity providing services relating to or associated with the supply of gas.

GST has the meaning given in the *GST Law*.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law has the meaning given in the *GST Act*, or if that Act does not exist, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

hour means a period of 60 consecutive minutes, the first *hour* in a *day* starting at the beginning of the *day* and, thereafter, each successive period of 60 consecutive minutes.

increased costs event means ActewAGL determines that there is any material reduction in benefit or increase in the direct or indirect costs that are or will be incurred or payable by ActewAGL or any of its *related bodies corporate* relating to the performance of ActewAGL's obligations under this agreement, due to:

(a) the imposition of a new tax or a change in the basis for imposing or calculating any existing tax, including as a result of a change to the interpretation of any law related to a Tax;

(b) any liability, cost or reduction in benefit due to or arising from a change to or introduction or application of *Energy Law* or a change to the interpretation or effect of *Energy Law*; or

insolvency event includes the appointment of a receiver, administrator, liquidator or similar person, a compromise, arrangement, official management, winding-up, dissolution, cessation of business, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy or any similar procedure or where applicable, changes in the constitution of any partnership or person, or any failure to provide credit support or a *security deposit* when required by this contract.

interest rate means the ACT Supreme Court interest rate(s) for post-judgment interest applying for that period. As at 1 January 2022 the interest rate is set at 4.10% (reviewed bi-annually).

large customer means a *business customer* who consumes energy at *business premises* at or above the *upper consumption threshold*.

market operator means AEMO and any other entity operating a gas retail market.

market prices being the prices and *charges* we, in our sole discretion, determine are necessary to recover our costs of acquiring gas in the *National Gas Market* and selling that gas to you, plus a reasonable margin. This pricing is either published on our website at actewagl.com.au/publications, or has been provided to you directly.

Maximum Daily Quantity (MDQ) for a *delivery point* means that quantity of gas which ActewAGL is obliged to make available at a *delivery point* on a *day* under this *contract*.

Maximum Hourly Quantity (MHQ) for a *delivery point* means that quantity of gas which ActewAGL is obliged to make available at a *delivery point* in any hour of a *day* under this *contract*.

metering charges means all costs incurred in relation to the provision of *metering equipment*, and the collection and distribution of the data from that equipment.

metering equipment for a *delivery point* means the meter, flow computer and associated equipment and installations, including regulators to filter, control or regulate the flow of gas, safety valves, equipment to

measure pressure and temperature of gas, telemetry and data logging devices and any other equipment necessary to record and measure quantities of gas supplied to the *customer* or for recovering, communicating or transmitting data and including any Daily Meter Reading Facilities.

metering data has the meaning given under the *National Gas Rules*.

meter data agent means the *network operator* or other person from time to time responsible for carrying out a *meter data service* (or a like service) in respect of a *delivery point*.

meter data service means the provision of any of the following services:

- (a) reading or where permitted under an applicable law, estimating the meter reading at each *delivery point*; or
- (b) providing *meter equipment* and other on-site data and communication equipment at each *delivery point*.

MIRN means meter installation reference number.

National Gas Law or NGL means the law of that name as operates in the ACT by force of the *Gas (National Scheme) Act 1997* (ACT).

National Gas Market means the Australian wholesale gas market operated by AEMO under the *National Gas Rules*.

National Gas Rules or NER has the meaning given under the *National Gas Law*.

National Energy Retail Law means the law of that name as operates in the ACT by force of the *National Energy Retail Law (ACT) Act 2012* (ACT).

National Energy Retail Regulation means the regulation of that name made under Part 11 of the *National Energy Retail Law* and as operates in the ACT by force of section 7 of the *National Energy Retail Law (ACT) Act 2012* (ACT).

National Energy Retail Rules has the meaning given in the *National Energy Retail Law*.

negotiated connection contract means a *customer connection contract* between a *customer* and a *distributor* that is taken to be entered into under section 78 of the *National Energy Retail Law*.

network charges, in relation to a given *billing cycle* and *delivery point* all *charges*, fees, costs, expenses and similar payments calculated by us as being payable to various *gas market service providers* under *Third Party Contracts* or otherwise based on the *Customer's Chargeable Demand* (or MDQ, MHQ or ACQ as may be applicable) and allocated by us to the *billing period* and *delivery point* and includes but is not limited to the:

- (a) *demand charge*;
- (b) *metering charges*; and
- (c) any additional *charges* that may be imposed on us from time to time, or, as varied from time to time by the *distributor*.

network means the pipe or network of gas pipes, storage facilities, meters and associated controls and equipment through or by which gas is transported, stored, managed, and delivered to a *delivery point*. **other service charges** means all charges, fees, costs and expenses or similar payments paid or payable by ActewAGL to a *gas market service provider* for services provided by a *gas market service provider* in relation to provision of gas under this *contract*, other than *network charges*. It includes request for service charges and other ancillary reference service fees charged by the distributor.

overrun means a withdrawal of gas in excess of the MDQ or MHQ at a *delivery point*.

pass through charges means:

- (a) *other service charges*;
- (b) *Central West Pipeline Charges*;
- (c) the *customer's* portion of any other *charges* payable to AEMO or any other market operator by ActewAGL pursuant to the *National Gas Rules* or *Energy Law* or to any other regulatory body; and
- (d) any other cost incurred or payable by us, or any *related body corporate*, in relation to the sale or supply of gas under this *contract* and not otherwise recoverable under another provision of this *contract*.

Participant Compensation Fund Charge means the 'PCF Fee' as determined and *charged* by AEMO from time to

time to us or to our *related body corporate*.

premises means the address at which *customer retail services* or *customer connection services* (as the context requires) are provided to you and, to avoid doubt, may include your electrical installation.

Privacy Act means the Privacy Act 1988 (Cth);

reference service agreement means an agreement between ActewAGL and the *distributor* in respect of the transportation of gas to a *delivery point*.

reference tariff schedule means the Reference Tariff Schedule forming part of the Access Arrangement as approved by the Australian Energy Regulator and amended from time to time in accordance with the terms of the Access Arrangement.

regulated entity means:

- a. a retailer;
- b. a distributor; or
- c. any other person identified in the National Energy Retail Rules as a regulated entity.

related body corporate has the same meaning as in section 50 of the Corporations Act 2001 (Cth).

residential customer means a *customer* who purchases energy principally for personal, household or domestic use at a *premises*.

retailer authorisation means a retailer authorisation issued under Part 5 of the *National Energy Retail Law*.

retailer means a person who is the holder of a *retailer authorisation*.

RoLR event has the meaning given in Part 6 of the *National Energy Retail Law*.

RoLR deemed large customer retail arrangement means a contract on the terms and conditions and in the form of this document.

RoLR notice has the meaning given in section 136 of the *National Energy Retail Law*.

security deposit means an amount of money or other arrangement acceptable to us as a security against a *customer* defaulting on a bill.

small customer means a *customer* who is a *residential customer* or a *business customer* who consumes energy at *business premises* below the *upper consumption threshold*.

STTM means the Short Term Trading Market being a wholesale market for natural gas and related services operated and administered by AEMO in accordance with the *National Gas Rules*.

STTM Activity Charge means an amount equal to the *STTM Activity Fee* multiplied by the quantity (in GJ) of gas supplied to a *Delivery point* in a *billing cycle*.

STTM Activity Fee means the 'Activity Fee' as determined and charged by AEMO from time to time to ActewAGL or a *related body corporate* of ActewAGL.

tariff class means a tariff class assigned by a *distributor* to a *delivery point*

third party contract means a contract relating to the supply or transportation of gas into or through the network for or on behalf of ActewAGL or any *related body corporate* of ActewAGL, and includes gas purchase agreements with producers (or other sellers of gas), gas transportation agreements with a *distributor* (or other transporters of gas), and the *access arrangement* and the *reference service agreement* as amended from time to time.

transfer date means either the date, or the manner of fixing the date, specified in a *RoLR notice* on which the customers of the *failed retailer* are transferred to the relevant *designated RoLR* under section 140 of the *National Energy Retail Law*.

unauthorised overrun means an *overrun* not agreed to by ActewAGL before it occurs.

upper consumption threshold means the upper consumption threshold determined in accordance with section 6 of the National Energy Retail Law.

Utilities Act means the Utilities Act 2000 (ACT).

Other grammatical forms of words defined in the dictionary are taken to have a corresponding meaning.

Interpretation

In this contract, unless the context otherwise requires:

- a. headings are for convenience only and do not affect the interpretation of this contract;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. all references to 'include' or 'including' are non-exhaustive and do not imply any limitation;
- e. an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporation and any governmental agency;
- f. a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this contract;
- g. a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- h. a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule, includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rule varying, consolidating, reenacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;
- i. a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- j. a reference to a person includes that person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;
- k. a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
- l. when *italicised*, other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- m. a period of time which:
 - i. dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - ii. commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
 - iii. an event which is required under this contract to occur on or by a stipulated day which is not a business day may occur on or by the next business day.