

WHOLESAVE TERMS & CONDITIONS

Background

1. These WHOLESAVE Terms & Conditions form part of the energy retail agreement (**Agreement**) between GloBird Energy Pty Ltd ABN 68 600 285 827, referred to in these WHOLESAVE Terms & Conditions and elsewhere in the Agreement as “GloBird Energy”, “we” or “us”, and you, identified in the Agreement Details as the customer and referred to in these WHOLESAVE Terms & Conditions and elsewhere in the Agreement as “you”, for the sale of electricity to you at the Premises. Other parts of the Agreement are the Agreement Details, your WHOLESAVE Energy Plan and our Market Retail Contract Terms & Conditions. In the event of any inconsistency between the various parts of the Agreement, the Agreement Details prevail over your WHOLESAVE Energy Plan which in turn prevails over these WHOLESAVE Terms & Conditions which in turn prevail over our Market Retail Contract Terms & Conditions.

Eligibility and ongoing requirements

2. To initially be eligible for WHOLESAVE and on an ongoing basis:
 - 2.1 you must be:
 - 2.1.1 a Business Customer with a valid ABN and the network tariff applicable to you or the Premises must be a business tariff; or
 - 2.1.2 a Residential Customer who is a Sophisticated Investor; or
 - 2.1.3 a Residential Customer who:
 - 2.1.3.1 is not a retiree or pensioner;
 - 2.1.3.2 is not a concession card holder nor otherwise entitled to any Centrelink, Veteran's Affairs or other agency's concession, rebate or service; and
 - 2.1.3.3 is earning gross income per annum of more than \$100,000 excluding any superannuation benefits;
 - 2.2 the meter at the Premises must be a smart meter, capable of being remotely read, that records usage in 5 Minute Intervals, 15 Minute Intervals or 30 Minute Intervals;
 - 2.3 there must not be any additional *metering installation* behind the *connection point* at the Premises that is registered with AEMO and in respect of which there is a separate *NMI*;
 - 2.4 you must not be receiving any payment difficulties assistance, and must not be on any payment plan, in connection with any of your energy services and must not have been so in the 12 months preceding the Acceptance Date;
 - 2.5 you must accept communications from us electronically;
 - 2.6 if you are a Residential Customer, you must agree to pay and pay our bills by direct debit from a credit card in your name, and of a sort identified on our website as being acceptable for these purposes; and
 - 2.7 there must be no person living or intending to live at the Premises who requires life support equipment.
3. We may cancel the Agreement and, if we are not currently the retailer responsible for the Premises, we may stop the transfer of responsibility for the Premises to us, if we cannot verify that you meet the requirements in paragraph 2 within 1 month of the Acceptance Date.
4. If at any time after we start selling you electricity at the Premises under WHOLESAVE you do not comply with any of the requirements in paragraph 2, then we may give you 20 Business Days' notice requiring you to remedy your failure to comply with that requirement or to enter into a new agreement with us with a new energy plan. If you do neither, then the Agreement will end at the end of the 20 Business Days.

Wholesale Usage Charges

5. Wholesale Usage Charges under WHOLESAVE are based on Wholesale Prices. However, for so much of the electricity you use at the Premises up to the Wholesale Capped Usage covered by a Cap, Wholesale Prices are capped at the Wholesale Price Cap under that Cap. These principles are reflected in the following formula which, subject to paragraphs 7 and 13, we use to calculate the amount of the Wholesale Usage Charge for each Billing Period:

$$WUC_{BP} = WAP_{BP} * U_{BP} * (DLF * MLF)$$

where:

WUC_{BP} is the amount of that Wholesale Usage Charge for that Billing Period (in \$);

$WAEPTUP$ is a weighted average electricity price for that Billing Period (in \$/kWh) determined as follows:

$$\frac{\sum_{n=1}^X (\min[WP_n, WPC_n] * \min[U_n, (WCD_n * T)] + WP_n * \max[(U_n - (WCD_n * T)), 0])}{U_{BP}}$$

where:

n is each 5 Minute Interval in that Billing Period with 1 representing the first of those 5 Minute Intervals;

X is the total number of 5 Minute Intervals in that Billing Period;

WP_n is the Wholesale Price in 5 Minute Interval n (in \$/kWh);

WPC_n is the Wholesale Price Cap under the Cap covering 5 Minute Interval n (in \$/kWh);

U_n is the amount of electricity used at the Premises in 5 Minute Interval n (in kWh) including any controlled load, if applicable, provided that, if your meter only records usage in 15 Minute Intervals or 30 Minute Intervals, that amount is taken to be one third or one sixth, respectively, of the amount of the electricity used at the Premises in the 15 Minute Interval or the 30 Minute Interval, respectively, within which 5 Minute Interval n occurs;

WCD_n is the Wholesale Cap Demand under the Cap covering 5 Minute Interval n ;

T is the period of time comprising a 5 Minute Interval (in hours) being $5/60^{\text{th}}$ of one hour; and

U_{BP} is the amount of electricity used at the Premises in that Billing Period (in kWh) including any controlled load, if applicable;

U_{BP} is as defined immediately above;

DLF is the Distribution Loss Factor applicable to the Premises in that Billing Period or, if there is no such Distribution Loss Factor, 1; and

MLF is the Marginal Loss Factor applicable to the Premises in that Billing Period.

In the preceding formula, the Σ symbol is used to sum up the relevant results calculated for each of the 5 Minute Intervals in a Billing Period, in determining the weighted average of those results, **max** is used to select the larger of the values within the brackets that follow and **min** is used to select the smaller of the values within the brackets that follow.

6. If the Wholesale Usage Charge for a Billing Period calculated under paragraph 5 is a positive amount, it is payable by you. If it is negative, the Wholesale Usage Charge is payable by us and we will credit your account with the absolute value of that negative amount.
7. Instead of calculating one Wholesale Usage Charge for a Billing Period using the formula in paragraph 5, we may calculate a Wholesale Usage Charge for each Time of Use Period in that Billing Period, using a corresponding formula for each those Time of Use Periods, so that in your bills we can show you the different cost to you of the electricity you use in those Time of Use Periods. However, the total Wholesale Usage Charges payable by you or by us for a Billing Period, as contemplated by paragraph 6, will be the same no matter which approach we use.
8. Wholesale Usage Charges as calculated under paragraphs 5, 6 and 7 exclude GST. In addition to each Wholesale Usage Charge payable by you, you must also pay us a further amount equal to any GST payable on the related supply of electricity. In addition to each Wholesale Usage Charge payable by us, we will credit your account with a further amount equal to any GST payable on the related supply of electricity.

Caps

9. Under WHOLESERVE:
 - 9.1 a **Cap** is a transaction between us which will in part determine Wholesale Usage Charges for Billing Periods occurring in a Cap Period, the terms and conditions of which include that Cap Period, a Wholesale Cap Demand selected by you which will determine Wholesale Capped Usage throughout that Cap Period for which the Wholesale Price will be capped, a Wholesale Cap Price set by us which caps the Wholesale Price, and a Wholesale Cap Fee set by us which will determine Wholesale Cap Charges for the Cap payable by you;
 - 9.2 you must have a Cap for each Cap Period;
 - 9.3 you were required to purchase from us, and you purchased from us, an initial Cap for the first Cap Period;

- 9.4 at all times in the Cap Window for each subsequent Cap Period, we will have a Cap for that Cap Period available for you to purchase. You may purchase a Cap for that Cap Period from us at any time during that Cap Window. You can also purchase further Caps for that Cap Period at any time before the Cap Deadline for that Cap Period, with each such further Cap superseding and replacing the immediately preceding purchased Cap;
- 9.5 if you do not purchase from us a Cap for a Cap Period before the Cap Deadline for that Cap Period, you will be deemed to have purchased a Cap for that Cap Period on terms and conditions which, except for the Cap Period and subject to paragraph 9.6, will be the same as those of the Cap for the immediately preceding Cap Period;
- 9.6 if the Cap Period for a Cap you are deemed to have purchased under paragraph 9.5 starts on a Review Date, we may re-set the Wholesale Cap Fee, the Wholesale Cap Price or both under that Cap. We cannot otherwise change the Wholesale Cap Fee or the Wholesale Cap Price under a Cap nor may you change the Wholesale Cap Demand under any such Cap;
- 9.7 the Wholesale Cap Demand selected by you for a Cap must be at least 0.1kW and must be a multiple of 0.1kW;
- 9.8 in making Caps available for you to purchase under paragraph 9.4, we will set Wholesale Cap Fees and Wholesale Cap Prices having regard to conditions in, and the state of, the wholesale electricity futures market in the State in which your Premises are located. We will do likewise in re-setting the Wholesale Cap Fee, the Wholesale Cap Price or both under a Cap under paragraph 9.6; and
- 9.9 the **Wholesale Cap Charge** for a Cap and a Billing Period is the product of the Wholesale Cap Fee for that Cap, the Wholesale Cap Demand for that Cap and the number of days in the Billing Period.
10. As soon as reasonably practicable after you have purchased a Cap from us, we will send you a Cap Confirmation for that Cap. We will also do that if you are deemed to have purchased a Cap from us under paragraph 9.5, but only if, under paragraph 9.6, we have re-set the Wholesale Cap Fee, the Wholesale Cap Price or both under that Cap.
11. We will include Wholesale Cap Charges in your bills. We may include all of the Wholesale Cap Charges for all of the Billing Periods in the Cap Period covered by a Cap in the first bill we send you after you have purchased or are deemed to have purchased that Cap or we may include the Wholesale Cap Charges for each of those Billing Periods separately in the bill for that Billing Period. Wholesale Cap Charges are non-refundable.

Distribution Loss Factor and Marginal Loss Factor

12. Any **Distribution Loss Factor** for the Premises is the *distribution loss factor* for the Premises' *connection point* as determined under the National Electricity Rules from time to time, normally on 1 July each year, and the **Marginal Loss Factor** for the Premises is the *intra-regional loss factor* for the Premises' *connection point* also as determined under the National Electricity Rules from time to time, normally on 1 July each year.
13. If the Premises' Distribution Loss Factor or Marginal Loss Factor changes during a Billing Period, we will calculate separate Wholesale Usage Charges for that part of that Billing Period preceding the change and that part of that Billing Period following the change, as if the formula in paragraph 5 or the corresponding formula referred to in paragraph 7 applied separately to those two parts of that Billing Period, and show each separate Wholesale Usage Charge separately in your bill.

Fees and charges

14. You may also incur other fees and charges the current amounts of which are detailed in the Disclosure Statement for WHOLESAVE. For any service you request from us for which no fee or charge is detailed, we will provide you with a quote for the related fee or charge.
15. GloBird doesn't charge exit fees if you are switching to another retailer.
16. We need at least 3 Business Days' notice to disconnect your Premises when you're moving out. Disconnection ensures you don't continue paying after you move out. Disconnection fees can be found in the Disclosure Statement and at www.globirdenergy.com.au/legal/fees/.

GloBird Energy's right to change prices, fees and charges

17. The Market Offer Terms & Conditions give us rights to change prices, fees and charges. Subject to paragraph 9.6, we will not exercise those rights in respect of Wholesale Usage Charges or Wholesale Cap Charges. We may exercise them in respect of other prices, fees and charges under WHOLESAVE, including the Membership Fee, and may do so even though you may have purchased a Cap in the period preceding the change.

Wholesale Feed-in Tariff

18. The following provisions of this paragraph 18 apply if and only if your WHOLESAVE Energy Plan states that Wholesale Feed-in Tariff amounts will be payable for the Premises' Feed-in Electricity.

- 18.1 Subject to paragraphs 18.4, 18.4 and 18.5, we will calculate a Wholesale Feed-in Tariff amount (in \$) for each Billing Period as follows:

$$WFTA_{BP} = WAFEP_{BP} * F_{BP} * (DLF * MLF)$$

where:

$WFTA_{BP}$ is the amount of that Wholesale Feed-in Tariff amount for that Billing Period (in \$);

$WAFEP_{BP}$ is a weighted average feed-in electricity price for that Billing Period (in \$/kWh) determined as follows:

$$\frac{\sum_{n=1}^X ((WP_n - A) * F_n)}{F_{BP}}$$

where:

n is each 5 Minute Interval in that Billing Period with 1 representing the first of those 5 Minute Intervals;

X is the total number of 5 Minute Intervals in that Billing Period;

WP_n is the Wholesale Price in 5 Minute Interval n (in \$/kWh);

A is an allowance equal to 10% of WP_n or, if WP_n is negative, 10% of the absolute value of WP_n ;

F_n is the amount of the Premises' Feed-in Electricity in 5 Minute Interval n (in kWh) provided that, if your meter only records Feed-in Electricity in 15 Minute Intervals or 30 Minute Intervals, that amount is taken to be one third or one sixth, respectively, of the amount of the Premises' Feed-in Electricity in the 15 Minute Interval or the 30 Minute Interval, respectively, within which 5 Minute Interval n occurs; and

F_{BP} is the Premises' Feed-in Electricity in that Billing Period (in kWh);

F_{BP} is as defined immediately above;

DLF is the Distribution Loss Factor applicable to the Premises in that Billing Period or, if there is no such Distribution Loss Factor, 1; and

MLF is the Marginal Loss Factor applicable to the Premises in that Billing Period.

In the preceding formula, the Σ symbol is used to sum up the relevant results calculated for each of the 5 Minute Intervals in a Billing Period, in determining the weighted average of those results.

- 18.2 We will include the Wholesale Feed-in Tariff amount calculated under paragraph 18.1 for a Billing Period in the bill we issue for that Billing Period.
- 18.3 If that Wholesale Feed-in Tariff amount is a positive amount, it is payable by us. If it is negative, the Wholesale Feed-in Tariff amount is payable by you and we will debit the absolute value of that negative amount in your bill for that Billing Period.
- 18.4 Instead of calculating one Wholesale Feed-in Tariff amount for a Billing Period using the formula in paragraph 18.1 we may calculate a Wholesale Feed-in Tariff amount for each Time of Use Period in that Billing Period, using a corresponding formula for those Time of Use Periods, so that in your bills we can show you the different price for the Premises' Feed-in Electricity in those Time of Use Periods. However, the total Wholesale Feed-in Tariff amounts payable by us or by you for a Billing Period, as contemplated by paragraph 18.2, will be the same no matter which approach we use.
- 18.5 If the Premises' Distribution Loss Factor or the Premises' Marginal Loss Factor changes or both change during a Billing Period, we will calculate separate Wholesale Feed-in Tariff amounts for that part of that Billing Period preceding the change and that part of that Billing Period following the change on the same basis as we will calculate separate Wholesale Usage Charges for that Billing Period as contemplated by paragraph 13.
- 18.6 Wholesale Feed-in Tariffs are Voluntary Feed-in Tariffs under the Market Retail Contract Terms & Conditions.

Additional Terms

19. If your meter only records usage in 15 Minute Intervals or in 30 Minute Intervals, then we may deploy a replacement meter at the Premises that records usage in 5 Minute Intervals. You would need to pay for the costs of the replacement meter which we would include as a special item in your bill.
20. On request, we will provide you with the interval data used to calculate Wholesale Usage Charges.

Definitions

21. In this Energy Plan:

- 21.1 any term appearing *like this* has the same meaning as in the National Electricity Rules;
- 21.2 any reference to electricity used or usage at the Premises is to electricity that is supplied to the Premises from the *national grid*, with the amount of that electricity to be determined using information obtained from reading your meter or otherwise an estimation of that use in accordance with Energy Law; and
- 21.3 **5 Minute Interval** means a 5 minute period ending on the hour (AEST) and each continuous period of 5 minutes thereafter, each corresponding to a *trading interval* under the National Electricity Rules;

15 Minute Interval means a 15 minute period ending on the hour (AEST) and each continuous period of 15 minutes thereafter, each corresponding to three *trading intervals* under the National Electricity Rules;

30 Minute Interval means a 30 minute period ending on the hour or the half hour (AEST), each corresponding to six *trading intervals* under the National Electricity Rules;

Cap is defined in paragraph 9.1;

Cap Confirmation means a document confirming the terms and conditions of a Cap you have purchased or are deemed to have purchased from us which is in the same or substantially same form as the document already provided to you confirming the terms and conditions of the initial Cap you purchased from us;

Cap Deadline for a Cap Period means 2400 hours (AEST) on the third Business Day preceding the start of that Cap Period;

Cap Period means the Initial Cap Period and any subsequent calendar quarter ending on 31 March, 30 June, 30 September or 31 December in a year provided that, if a Review Date occurs in any such calendar quarter, then that calendar quarter is not a Cap Period and instead the period from the start of that calendar quarter to the day immediately preceding the Review Date is a Cap Period as is the period from the Review Date to the end of that calendar quarter;

Cap Window for a Cap Period means from 0000 hours (AEST) on the first day of the immediately preceding Cap Period to the Cap Deadline for that Cap Period;

Distribution Loss Factor is defined in paragraph 12;

Initial Cap Period means the period from when we start selling you electricity at the Premises under WHOLESAVE until the first to occur of 31 March, 30 June, 30 September and 31 December in a year, or the day immediately preceding a Review Date, following that start date;

Marginal Loss Factor is defined in paragraph 12;

Sophisticated Investor means a person that has net assets of at least \$2,500,000 or that has gross income for each of the last 2 financial years of at least \$250,000;

Time of Use Period means each of the applicable times bands for Peak Usage Charges, any Shoulder Usage Charges and Off-peak Usage Charges, and possibly also for Wholesale Usage Charges, published at www.globirdenergy.com.au/legal/flexible/;

Wholesale Capped Usage for a Cap means the amount of electricity (in kWh) that would be used at the Premises in a 5 Minute Interval if the electricity demand at the Premises throughout that 5 Minute Interval were equal to the Wholesale Cap Demand under the Cap. Wholesale Capped Usage (in kWh) is equivalent to the Wholesale Cap Demand (in kW) multiplied by 5/60th of one hour;

Wholesale Cap Fee for a Cap means the fee set by us and used to determine the Wholesale Cap Charges payable by you for the purchase of that Cap (in \$ per kW per day);

Wholesale Cap Charge is defined in paragraph 9.9;

Wholesale Cap Demand for a Cap means the electricity demand (in kW) selected by you under that Cap;

Wholesale Price for a 5 Minute Interval is the *spot price* at the *regional reference node* for the *region* in which the Premises is located in the *trading interval* corresponding to that 5 Minute Interval as published by AEMO (in \$/MWh but converted for the purposes of the Agreement to \$/kWh by dividing by 1000) or, if that *spot price* is not published by AEMO or there is a material change in the formula for or the method of calculating that *spot price* or there is a change in the location of that *regional reference node* or a change in the boundaries or the number of *regional reference nodes* in that *region*, such alternative price as we determine, acting reasonably (in \$/kWh);

Wholesale Price Cap for a Cap means the cap on Wholesale Prices (in \$/kWh) set by us under that Cap; and

Wholesale Usage Charge means an Energy Charge the amount of which for each Billing Period is calculated under paragraphs 5, 6 and 7.