

## SUPPLY OF ENERGY MANAGEMENT SERVICES, TERMS AND CONDITIONS

AS AT JANUARY 2019

### STANDARD SERVICES

#### A. Procurement Services

1. IE will provide you with procurement services covering two aspects, first assessment of account structure and second procurement of rates.
  - i. **Assessment of Account Structure.** IE will review your consumption and the various load groups available in your network.
  - ii. **Procurement of Retail Rates.** Based upon the assessment of account structure IE will go to market to secure the best rates available from IE selected retailers.
2. **Six month price check.** Each six months from the start date of your contract with IE, a price check will be completed whereby IE shall identify the best market rates.
3. **Qualifying Sites.** This service will only apply to the ICP's described in Schedule 1 of the Service Agreement.

#### B. Administration Services

1. **Bill checking.** This includes confirming the invoice reflects the contract rates, and the consumption is within expected levels.
2. **General services.** IE may from time to time offer additional administrative services to the client, at IE's discretion.

#### C. Service Desk

1. IE will provide access to the IE Service Desk to the client. The service desk specifically relates to the management of the Client's portfolio of ICPs.
  - i. **Set up and closure of energy accounts.** This service extends to the administration of the relationship between the Client and their Retailer for the purposes of management of the Client's portfolio of ICPs.
  - ii. **Advice on changes to supply arrangements.** This relates to any requirement the client may have to change the nature of their reticulation, including upgrades or downgrades. The Service Desk will offer advice on the necessity and required process, and may at IE's discretion manage the process on behalf of the client.

#### D. General Energy Advice

1. IE will provide general energy advice regarding any energy related project the Client is undertaking or considering. This advice will be of a summarial nature, based on IE's experience and knowledge of the energy industry.

## CONTRACT TERMS

### E. Fees

1. IE charges a Standard Service Fee of 5% of the Client's total energy spend, or 25% of energy savings. IE will decide the fee at their discretion and make an offer to the Client. This fee covers the Standard Services (B-E). The fees described in this agreement may be varied should the spend or savings vary significantly. An offer with the revised fees will be made to the Client.
2. From time to time IE may charge a Set Up Fee on new accounts or sites. This is for circumstances where the nature of the connection creates a need for IE to invest more time and resources to achieve the offered result. IE will decide the fee at their discretion and make an offer to the Client.
3. Any services requested by the Client in addition to the Standard Services will incur an additional fee. This fee is at the discretion of IE and will be offered to the Client before services commence.
4. Standard Service Fees are payable in advance in accordance with the schedule agreed in the Service Contract. Should the Client wish to terminate their agreement prior to the specified contract end date the following will apply:
  - i. The Client will be liable to pay fees for the full year of which the contract is in, taken from the start date specified in the contract or a minimum of 3 months or the annual fee, whichever is greater..
  - ii. The Client will not be eligible to recoup any fees paid in advance.

### F. Agency

1. IE is appointed by the Client as their agent when dealing with energy entities on their behalf. The agreement empowers IE to proceed with the terms described and to enter into contract as the Client's agent.
2. IE as the Client's agent is authorised to conduct six monthly price checks and to arrange new contracts should a preferred offer become available. IE must notify the Client of proposed change. If the Client thereafter does not decline the change this shall be considered acceptance.
3. IE, as the Client's agent, will have the authority to access the Client's energy accounts and make changes where required in terms of the services offered in the Standard Services.

### G. Termination and Renewal

1. IE may terminate this agreement with one month's written notice.
2. The Client may terminate this agreement with three months written notice. Fees described in E.4. are applicable.
3. IE may automatically renew this contract at the end of the contract term, provided written notification is provided to the Client. The Client may opt out in writing.
4. Accounts more than 60 days overdue for payment constitute a breach of contract and the full contract value shall be immediately due to IE.