



# Retail Electricity Agreement

ERM Power Retail Pty Ltd

ABN 87 126 175 460

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Transport for NSW

ABN 18 804 239 602

This retail electricity agreement is between ERM Power Retail Pty Ltd ABN 87 126 175 460 (referred to in this agreement as "we", "us" and "our") and the customer set out above (referred to in this agreement as "you" and "your"). It incorporates the Schedule, the General Terms and Conditions and any attached Special Conditions. If there is any inconsistency between any Special Conditions and the General Terms and Conditions, the Special Conditions prevail to the extent of any inconsistency. This contract is not legally binding until it is signed by both parties.

Signed by authorised representatives:

## Transport for NSW

Executed by Transport for NSW ABN 18 804 239 602 by its authorised delegate in the presence of:	
	Signature of authorised delegate
Signature of witness	
	Full name of authorised delegate
Full name of witness	

## Important statement

You agree that, under the National Energy Retail Rules, the consumption of electricity at all of the sites comprising the Premises is to be treated as aggregated for the purpose of Division 3 of Part 1 of the National Energy Retail Rules, Part 2 of the National Energy Retail Rules and Part 2 of the National Energy Retail Law. As a result, you do not get the protections provided to small customers under those provisions of the National Energy Retail Law or the National Energy Retail Rules, other than those that are consistent with the terms of this agreement. In particular, there is no cooling off period under this agreement and we are not obliged to provide you with any disclosure information. You confirm that you have explicitly consented to the consumption being aggregated and entering into this agreement on this basis.

## ERM Power Retail Pty Ltd

Signature



Name

CRAIG DICKENSON.

Title

MANAGER MAJOR CUSTOMERS

Date

11 October 2017.

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Version:

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## Schedule

Start Date	1 May 2019
End Date	31 December 2020

## Contracting Addresses

Please complete below if blank

Primary Account Contact	Accounts Payable Contact
<b>Name:</b> John Lambert	<b>Name:</b>
<b>Phone:</b> 02 8574 3335	<b>Phone:</b>
<b>Email:</b> <a href="mailto:John.Lambert@transport.nsw.gov.au">John.Lambert@transport.nsw.gov.au</a>	<b>Email:</b>
<b>Postal address for notices:</b> 18 Lee Street, Chippendale NSW 2008	
<b>Email address for notices:</b> <a href="mailto:tss.accounts payable@transport.nsw.gov.au">tss.accounts payable@transport.nsw.gov.au</a>	
<b>Billing email address(es):</b> <a href="mailto:tss.accounts payable@transport.nsw.gov.au">tss.accounts payable@transport.nsw.gov.au</a>	

## NSW Site Details

NMI	Site Name	Site Address	Precinct	Metering	Start Date	End Date
4311275493	Sydney Metro Train Facility, Rouse Hill (Bulk 132kV)	47 TALLAWONG ROAD, ROUSE HILL NSW 2155	SMTF	COMMS2	1/05/2019	31/12/2020
TBA	Chatswood North Traction substation (Bulk 33kV)	WILLIAM STREET ROSEVILLE NSW (NRT CHATSWOOD NORTH SUBSTATION)	Chatswood North	COMMS2	1/05/2019	31/12/2020
43112852283	At Grade Car Park B - Private lighting	CAR PARK B, lot 13, 75 SCHOFIELDS RD, ROUSE HILL NSW 2155	Cudgegong Road	COMMS4	1/05/2019	31/12/2020
43112852333	At Grade Car Park A - Private lighting	CARPARK A, lot 14, 77 SCHOFIELDS RD, ROUSE HILL NSW 2155	Cudgegong Road	COMMS4	1/05/2019	31/12/2020
43112861139	At Grade Car Park D -	CUD AT GRADE CARPARK D, lot 14,	Cudgegong Road	COMMS4	1/05/2019	31/12/2020

	Private lighting	77 SCHOFIELDS RD, ROUSE HILL NSW 2155				
43112862233	Multi Level Carpark	KVE CARPARK PRECINCT ST A, lot 5, OLD WINDSOR RD, KELLYVILLE HILL NSW 2155	Kellyville	COMMS4	1/05/2019	31/12/2020
43112861336	Ongrade Carpark	KVE AT GRADE CARPARK, lot 102, OLD WINDSOR RD, KELLYVILLE HILL NSW 2155	Kellyville	COMMS4	1/05/2019	31/12/2020
43112861328	Pedestrian Footbridge - Old Windsor Road	KVE PEDESTRIAN BRIDGE, lot 2, OLD WINDSOR RD, KELLYVILLE HILL NSW 2155	Kellyville	COMMS4	1/05/2019	31/12/2020
43112861312	Multi Level Carpark	BLV CARPARK PRECINCT ST D, lot 8, OLD WINDSOR RD, KELLYVILLE HILL NSW 2155	Bella Vista	COMMS4	1/05/2019	31/12/2020
43112861229	Pedestrian Footbridge Across Old Windsor Road (East Side)	BLV PEDESTRIAN BRIDGE, lot 105, 4 CELEBRATION DR, BELLA VISTA NSW 2153	Bella Vista	COMMS4	1/05/2019	31/12/2020
TBA	Landscaped Park/Plaza Area (private)	TBA by Network	Bella Vista	COMMS4	1/05/2019	31/12/2020
43112881038	Multi-Storey Carpark	SHW CARPARK SUPPLY, lot 140, 1 CARRINGTON RD, CASTLE HILL NSW 2154	Hills Showground	COMMS4	1/05/2019	31/12/2020
43112862267	Arthur Whitting Park Private Lighting	CSH ARTHUR WHITING PARK SUPPLY, lot 112, 2 OLD CASTLE HILL RD, CASTLE HILL NSW 2154	Castle Hill	COMMS4	1/05/2019	31/12/2020
4103930985	Multi-Story Carpark	TBA by Network	Cherrybrook	COMMS4	1/05/2019	31/12/2020
TBA	Footbridge	TBA by Network	Cherrybrook	COMMS4	1/05/2019	31/12/2020
NCN003058T7	Kiss and Ride Shelter #1	KISS AND RIDE SHELTER 1 NRT-CUD-004 LOT 14 77 SCHOFIELDS RD ROUSE HILL 2155 NSW	Cudgegong Road	Unmetered	1/05/2019	31/12/2020

NCN003058U4	Kiss and Ride Shelter #2	KISS AND RIDE SHELTER 2 NRT-CUD-005 LOT 14 77 SCHOFIELDS RD ROUSE HILL 2155 NSW	Cudgegong Road	Unmetered	1/05/2019	31/12/2020
NCN003058V2	Kiss and Ride Shelter #3	KISS AND RIDE SHELTER 3 NRT-CUD-006 LOT 15 79 SCHOFIELDS RD ROUSE HILL 2155 NSW	Cudgegong Road	Unmetered	1/05/2019	31/12/2020
NCN003058W0	Kiss and Ride Shelter #4	KISS AND RIDE SHELTER 4 NRT-CUD-007 LOT 14 77 SCHOFIELDS RD ROUSE HILL 2155 NSW	Cudgegong Road	Unmetered	1/05/2019	31/12/2020
NCN00306UT3	Bus Shelter #1	BUS SHELTER 1 NRT-CUD-008 LOT 71 35 CUDGEGONG RD ROUSE HILL 2155 NSW	Cudgegong Road	Unmetered	1/05/2019	31/12/2020
NCN00306UU0	Taxi Shelter #1	TAXI SHELTER 1 NRT-CUD-009 LOT 71 35 CUDGEGONG RD ROUSE HILL 2155 NSW	Cudgegong Road	Unmetered	1/05/2019	31/12/2020
NCN00306UV8	Kiss and Ride Shelter #5	KISS AND RIDE SHELTER 5 NRT-CUD-010 LOT 71 35 CUDGEGONG RD ROUSE HILL 2155 NSW	Cudgegong Road	Unmetered	1/05/2019	31/12/2020
NCN00306UW6	Taxi Shelter #2	TAXI SHELTER 2 NRT-CUD-011 LOT 71 35 CUDGEGONG RD ROUSE HILL 2155 NSW	Cudgegong Road	Unmetered	1/05/2019	31/12/2020
NCN003058A8	Bus Shelter #2	BUS SHELTER 2 NRT-CUD-012 LOT 71 35 CUDGEGONG RD ROUSE HILL 2155 NSW	Cudgegong Road	Unmetered	1/05/2019	31/12/2020
NCN00306UX4	Car Park Shelter	CAR PARK SHELTER NRT-CUD-013 LOT 71 35 CUDGEGONG RD ROUSE HILL 2155 NSW	Cudgegong Road	Unmetered	1/05/2019	31/12/2020
NCN00306UY2	Bus Driver Facility (Southern Bus Layover)	SOUTHERN BUS LAYOVER TWAY NRT-RSH-001 LOT 312 WINDSOR RD ROUSE HILL 2155 NSW	Rouse Hill	Unmetered	1/05/2019	31/12/2020

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NCN00306UQ9	Kiss and Ride Shelter #1	KISS AND RIDE SHELTER 1 NRT-RSH-002 LOT 312 TEMPUS ST ROUSE HILL 2155 NSW	Rouse Hill	Unmetered	1/05/2019	31/12/2020
NCN00306KF4	Bus Shelter #1	BUS SHELTER 1 NRT-RSH-003 WINDSOR RD ROUSE HILL 2155 NSW	Rouse Hill	Unmetered	1/05/2019	31/12/2020
NCN00306UZ9	Bus Shelter #2	BUS SHELTER 1 TWAY NRT-RSH-003 LOT 312 WINDSOR RD ROUSE HILL 2155 NSW	Rouse Hill	Unmetered	1/05/2019	31/12/2020
NCN00306UP1	Kiss and Ride Shelter #2	KISS AND RIDE SHELTER 2 NRT-RSH-005 LOT 312 TEMPUS ST ROUSE HILL 2155 NSW	Rouse Hill	Unmetered	1/05/2019	31/12/2020
NCN00306US5	Kiss and Ride Shelter #3	KISS AND RIDE SHELTER 3 NRT-RSH-006 LOT 312 TEMPUS ST ROUSE HILL 2155 NSW	Rouse Hill	Unmetered	1/05/2019	31/12/2020
NCN00306V02	Bus Driver Facility (Northern Bus Layover)	NORTHERN BUS LAYOVER TWAY NRT-RSH-007 LOT 312 WINDSOR RD ROUSE HILL 2155 NSW	Rouse Hill	Unmetered	1/05/2019	31/12/2020
NCN00306X58	Bus/Taxi Shelters N/B (Street A)	BUS TAXI SHELTERS NB NRT-KVE-003 LOT 2 OLD WINDSOR RD KELLYVILLE 2155 NSW	Kellyville	Unmetered	1/05/2019	31/12/2020
NCN00306X66	Bus Shelters S/B (Street A)	BUS SHELTERS SB (STREET A) NRT-KVE-004 LOT 2 OLD WINDSOR RD KELLYVILLE 2155 NSW	Kellyville	Unmetered	1/05/2019	31/12/2020
NCN00306X73	K & R Shelters #1	KISS AND RIDE SHELTER 1 NRT-KVE-012 LOT 2 SAMANTHA RILEY DR KELLYVILLE 2155 NSW	Kellyville	Unmetered	1/05/2019	31/12/2020
NCN00306X81	K & R Shelters #2	KISS AND RIDE SHELTER 2 NRT-KVE-013 LOT 2 SAMANTHA RILEY DR KELLYVILLE 2155 NSW	Kellyville	Unmetered	1/05/2019	31/12/2020
NCN00306VZ8	Bus Shelter #1	BUS SHELTER 1 NRT-BLV-003 LOT 105 1-4 CELEBRATION DRIVE,	Bella Vista	Unmetered	1/05/2019	31/12/2020



		BELLA VISTA 2153 NSW				
NCN00306W01	Bus Shelter #2	BUS SHELTER 2 NRT-BLV-004 LOT 105 1-4 CELEBRATION DRIVE, BELLA VISTA 2153 NSW	Bella Vista	Unmetered	1/05/2019	31/12/2020
NCN00306W19	Kiss and Ride Shelter #1	KISS AND RIDE SHELTER 1 NRT-BLV-005 LOT 9 OLD WINDSOR RD KELLYVILLE 2155 NSW	Bella Vista	Unmetered	1/05/2019	31/12/2020
NCN00306W25	Kiss and Ride Shelter #2	KISS AND RIDE SHELTER 2 NRT-BLV-006 LOT 9 OLD WINDSOR RD KELLYVILLE 2155 NSW	Bella Vista	Unmetered	1/05/2019	31/12/2020
NCN00306W33	Taxi Shelter Precinct Street B	TAXI SHELTER STREET B NRT-BLV-007 LOT 20 OLD WINDSOR RD KELLYVILLE 2155 NSW	Bella Vista	Unmetered	1/05/2019	31/12/2020
NCN00306W59	Traffic Signals - Celebration Dr / Lexington Dr	RAFFIC SIGNALS LEXINGTON DR NRT-BLV-009 LOT 101 CELEBRATION DR BELLA VISTA 2153 NSW	Bella Vista	Unmetered	1/05/2019	31/12/2020
NCN00306W41	Rest Point Shelter #1	REST POINT SHELTER 1 NRT-BLV-014 LOT 105 1-4 CELEBRATION DRIVE, BELLA VISTA 2153 NSW	Bella Vista	Unmetered	1/05/2019	31/12/2020
NCN00306W67	Rest Point Shelter #2	REST POINT SHELTER 2 NRT-BLV-015 LOT 8 OLD WINDSOR RD KELLYVILLE 2155 NSW	Bella Vista	Unmetered	1/05/2019	31/12/2020
NCN00306KJ6	Bus Shelter #1	BUS SHELTER 1 NRT-NRW-001 LOT 5072 NORWEST BVD BELLA VISTA 2153 NSW	Norwest	Unmetered	1/05/2019	31/12/2020
NCN00306V10	Bus Shelter #2	BUS SHELTER 2 NRT-NRW-002 LOT 1 NORWEST BVD BAULKHAM HILLS 2153 NSW	Norwest	Unmetered	1/05/2019	31/12/2020
NCN00306KL1	Taxi Shelter #1	TAXI SHELTER 1 NRT-NRW-003 LOT 1 BROOKHOLLOW AVE BAULKHAM HILLS 2153 NSW	Norwest	Unmetered	1/05/2019	31/12/2020
NCN00306KM9	Taxi Shelter #2	TAXI SHELTER 2 NRT-NRW-004 LOT 1	Norwest	Unmetered	1/05/2019	31/12/2020

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		BROOKHOLLOW AVE BAULKHAM HILLS 2153 NSW				
NCN00306KN7	Kiss and Ride Shelter #1	KISS AND RIDE SHELTER 1 NRT-NRW-005 LOT 1 BROOKHOLLOW AVE BAULKHAM HILLS 2153 NSW	Norwest	Unmetered	1/05/2019	31/12/2020
NCN00306KP2	Kiss and Ride Shelter #2	KISS AND RIDE SHELTER 2 NRT-NRW-006 LOT 2072 30 BROOKHOLLOW AVE BAULKHAM HILLS 2153 NSW	Norwest	Unmetered	1/05/2019	31/12/2020
NCN00306V34	Bus Shelter #1	BUS SHELTER 1 NRT-SHW-002 LOT 140 DORAN DR CASTLE HILL 2154 NSW	Hills Showground	Unmetered	1/05/2019	31/12/2020
NCN00306V42	Bus Shelter #2	BUS SHELTER 2 NRT-SHW-003 LOT 140 DORAN DR CASTLE HILL 2154 NSW	Hills Showground	Unmetered	1/05/2019	31/12/2020
NCN00306V75	Kiss and Ride Shelter #1	KISS AND RIDE SHELTER 1 NRT-SHW-006 LOT 140 1 - 5 CARRINGTON RD CASTLE HILL 2154 NSW	Hills Showground	Unmetered	1/05/2019	31/12/2020
NCN00306V83	Kiss and Ride Shelter #2	KISS AND RIDE SHELTER 2 NRT-SHW-007 LOT 140 1 - 5 CARRINGTON RD CASTLE HILL 2154 NSW	Hills Showground	Unmetered	1/05/2019	31/12/2020
NCN00306UR7	Bus Shelter #1	BUS SHELTER 1 NRT-CSH-001 LOT 18 307 - 309 SCHOFIELDS RD ROUSE HILL 2155 NSW	Castle Hill	Unmetered	1/05/2019	31/12/2020
NCN00306VV7	Bus Shelter #2	BUS SHELTER 2 NRT-CSH-002 LOT 1 303 OLD NORTHERN RD CASTLE HILL 2154 NSW	Castle Hill	Unmetered	1/05/2019	31/12/2020
NCN00306KR8	Bus Shelter #3	BUS SHELTER 3 NRT-CSH-003 LOT 215 OLD NORTHERN RD CASTLE HILL 2154 NSW	Castle Hill	Unmetered	1/05/2019	31/12/2020
NCN00306VW5	Bus Shelter #4	BUS SHELTER 4 NRT-CSH-004 LOT 215 OLD NORTHERN RD CASTLE HILL 2154 NSW	Castle Hill	Unmetered	1/05/2019	31/12/2020

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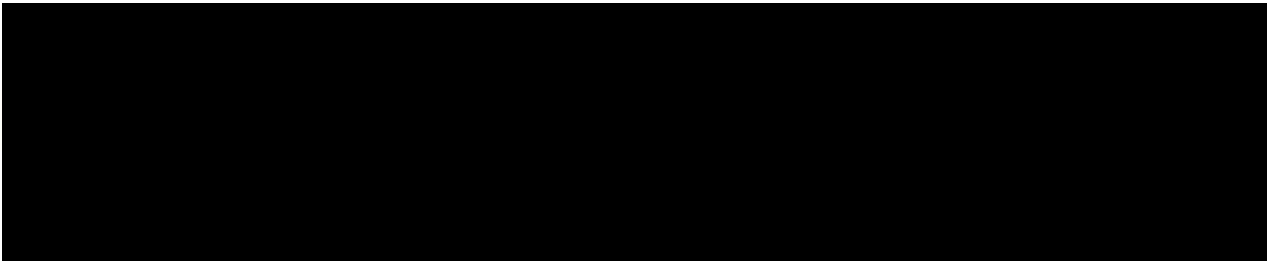


NCN00306VX3	Kiss and Ride Shelter #1	KISS AND RIDE SHELTER 1 NRT-CSH-006 LOT 7006 OLD NORTHERN RD CASTLE HILL 2154 NSW	Castle Hill	Unmetered	1/05/2019	31/12/2020
NCN00306VY1	Taxi Shelter Old Castle Hill Rd	TAXI SHELTER NRT-CSH-007 LOT 215 OLD NORTHERN RD CASTLE HILL 2154 NSW	Castle Hill	Unmetered	1/05/2019	31/12/2020
TBA	Bus Shelters #1	TBA by Network	Cherrybrook	Unmetered	1/05/2019	31/12/2020
TBA	Bus Shelters #2	TBA by Network	Cherrybrook	Unmetered	1/05/2019	31/12/2020
TBA	Northern Pedestrian Link	TBA by Network	Cherrybrook	Unmetered	1/05/2019	31/12/2020

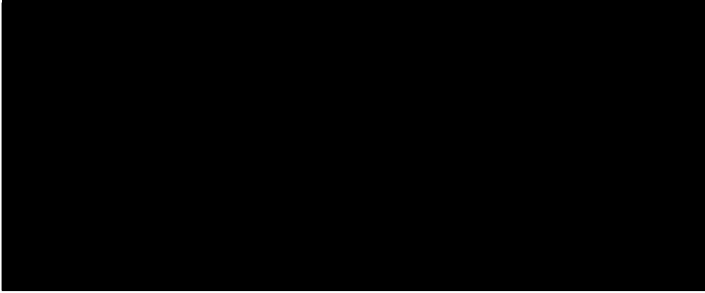


### NSW Estimated Consumption

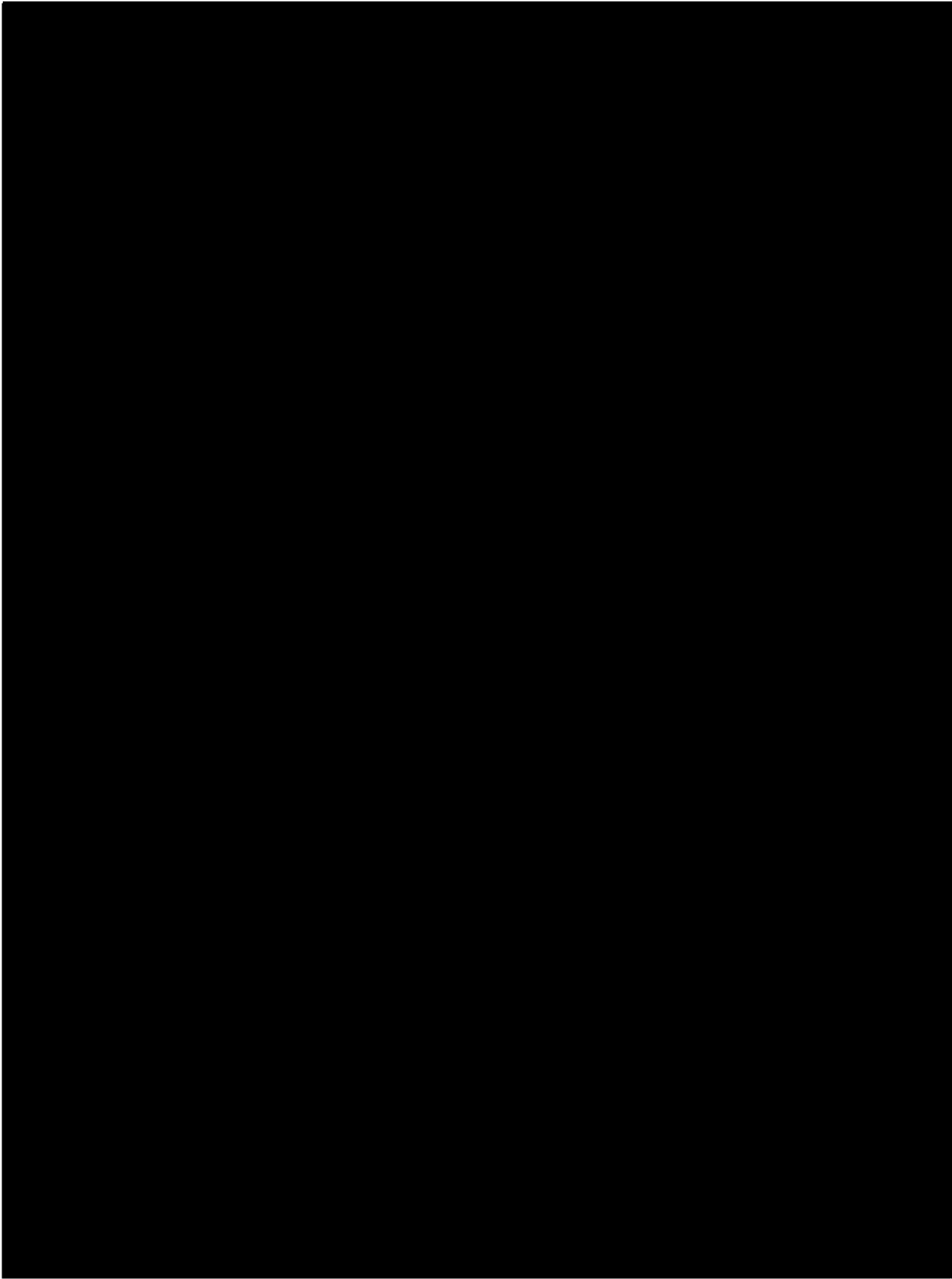
From	To	Peak Periods (MWh)	Off Peak Periods (MWh)	Shoulder Periods (MWh)	Estimated Total Electricity Consumption (MWh)
01/05/2019	31/12/2019	16,874	42,824	26,029	85,729
01/01/2020	31/12/2020	25,852	65,851	39,481	131,184



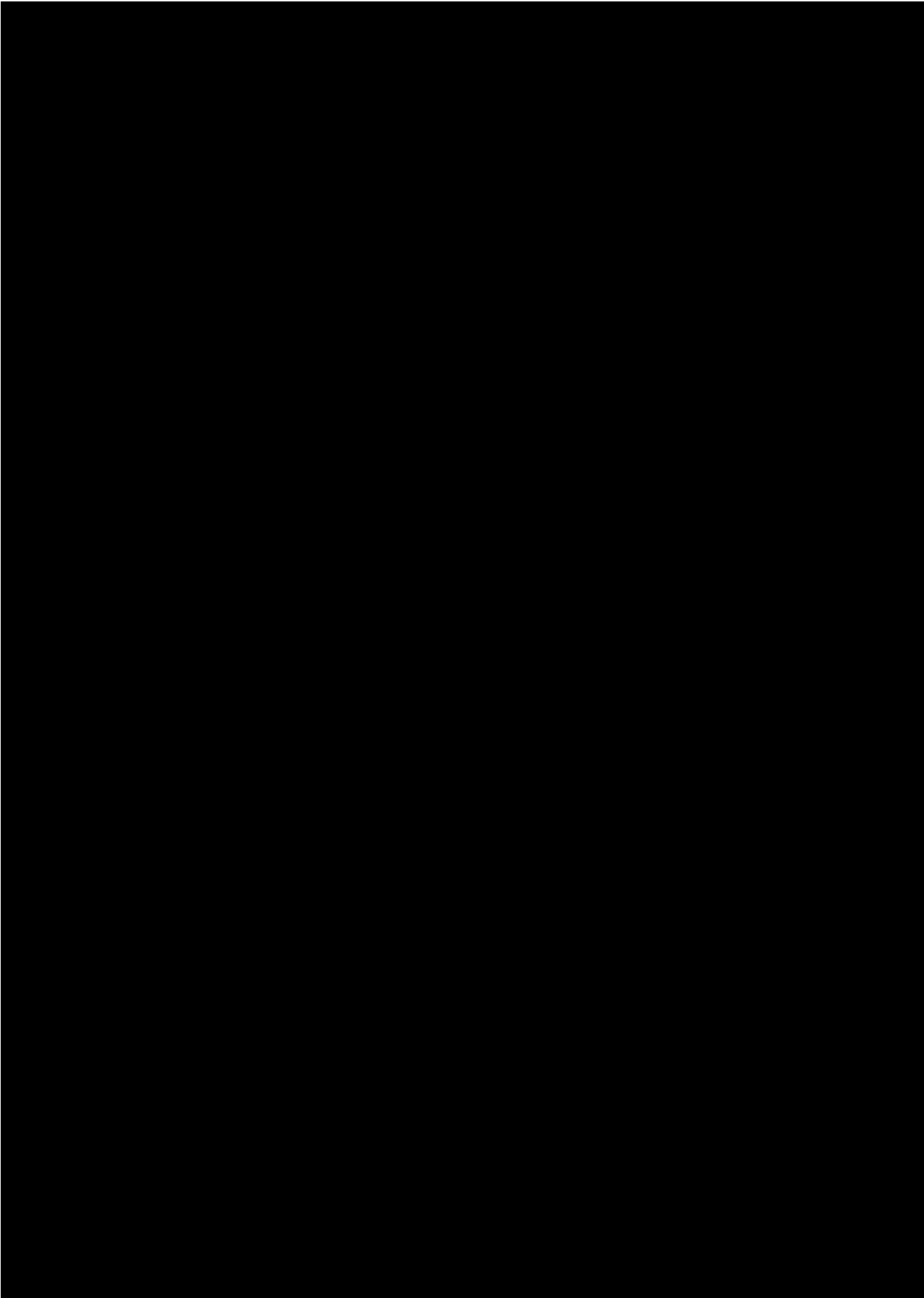
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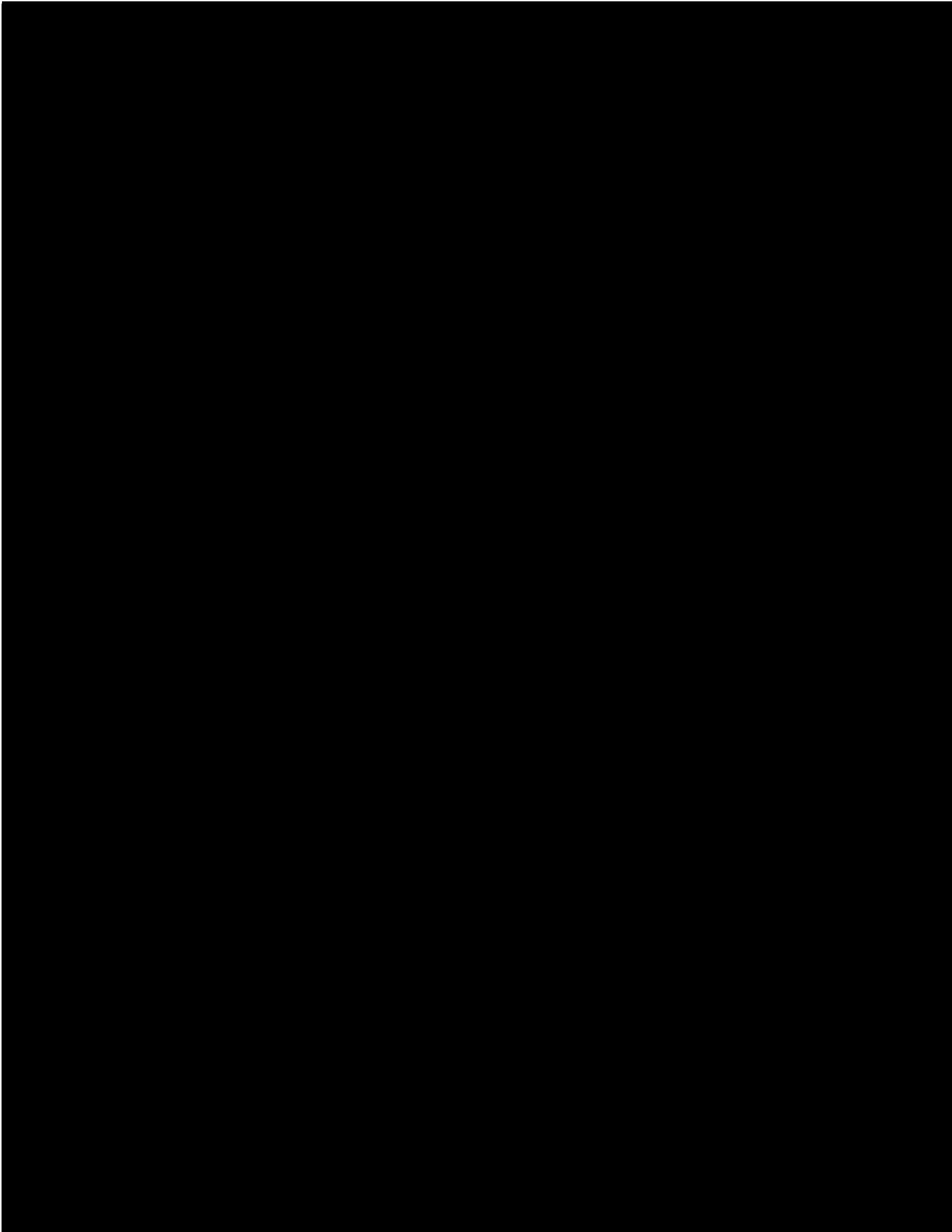
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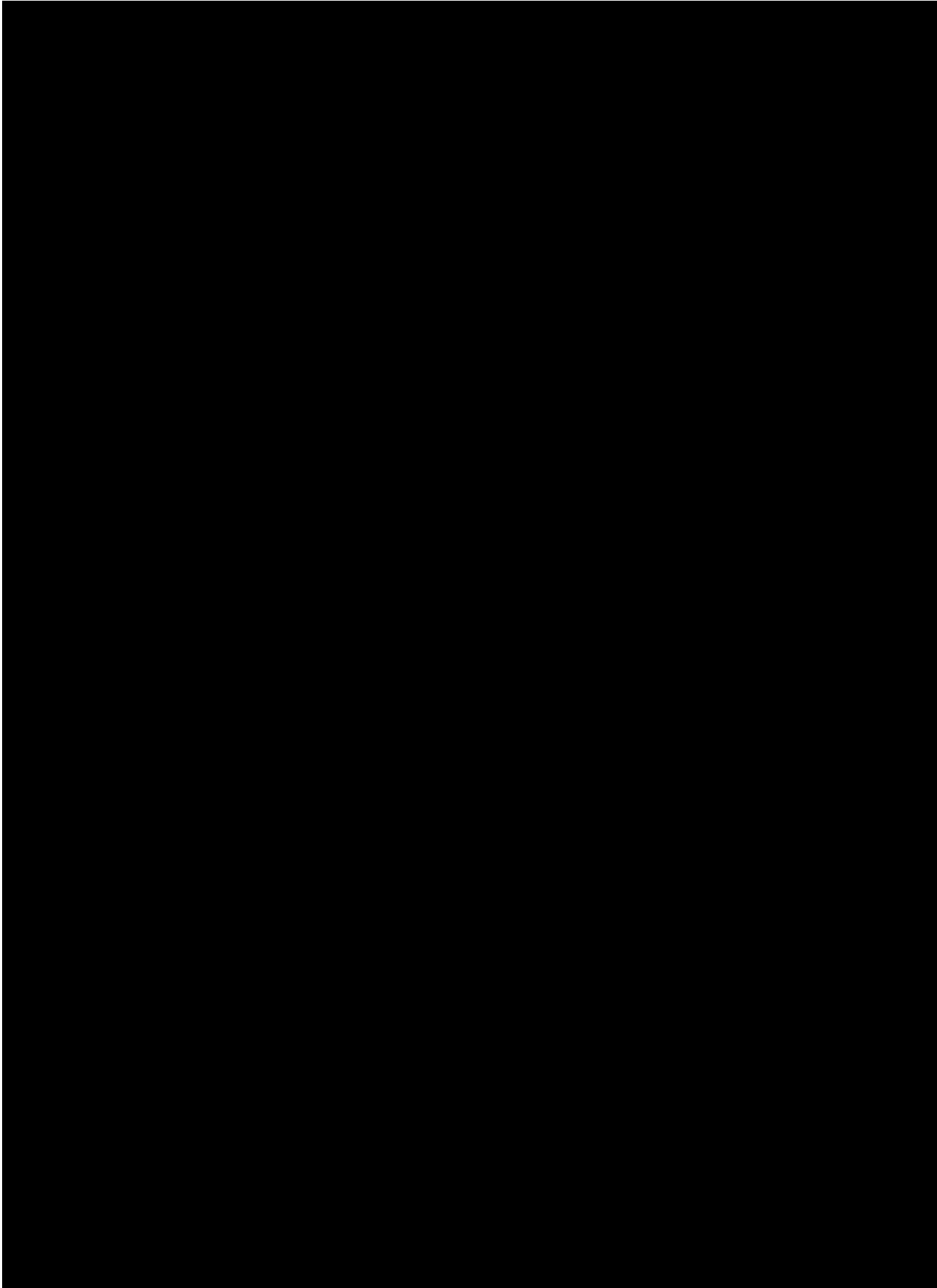


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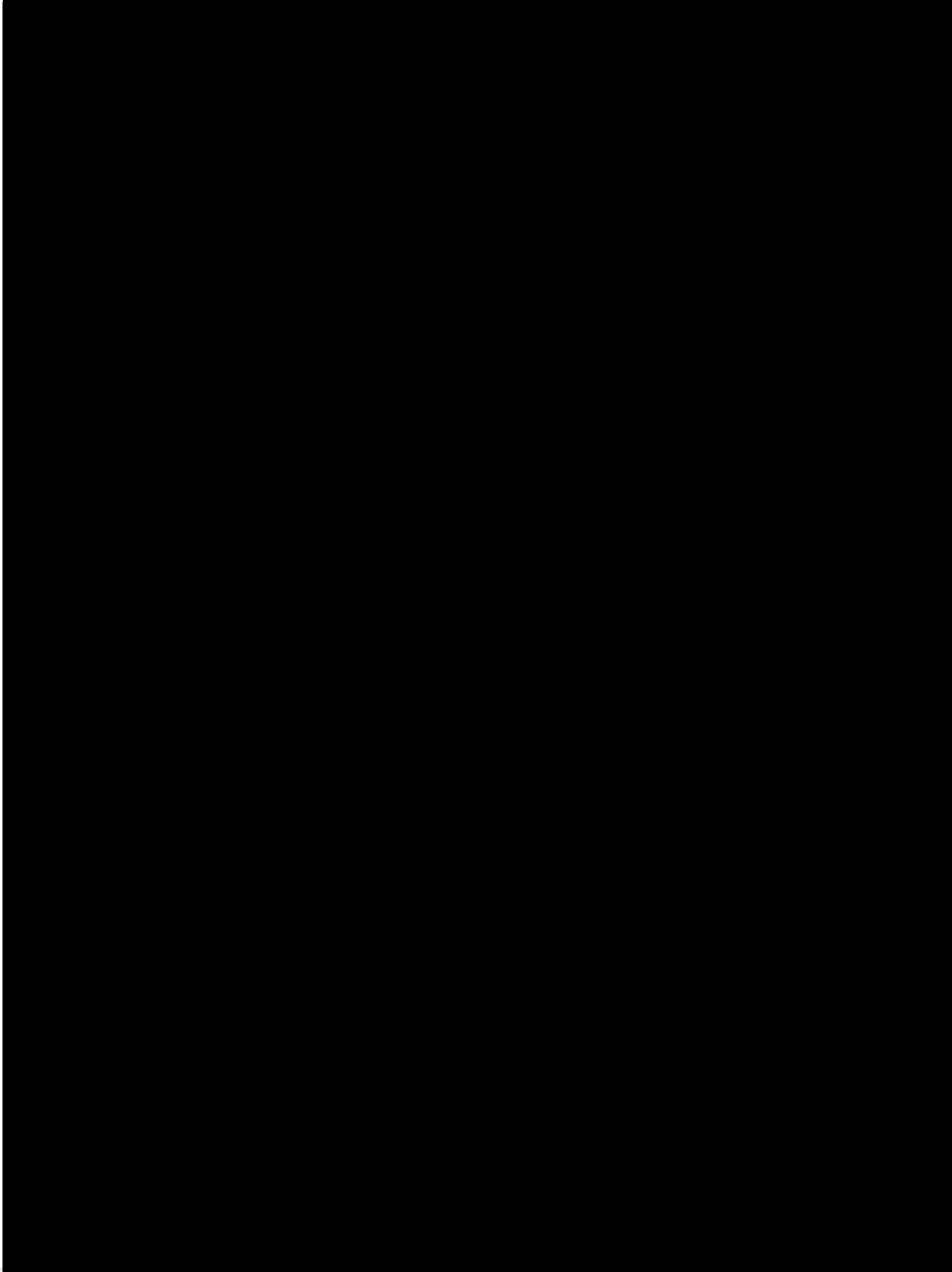


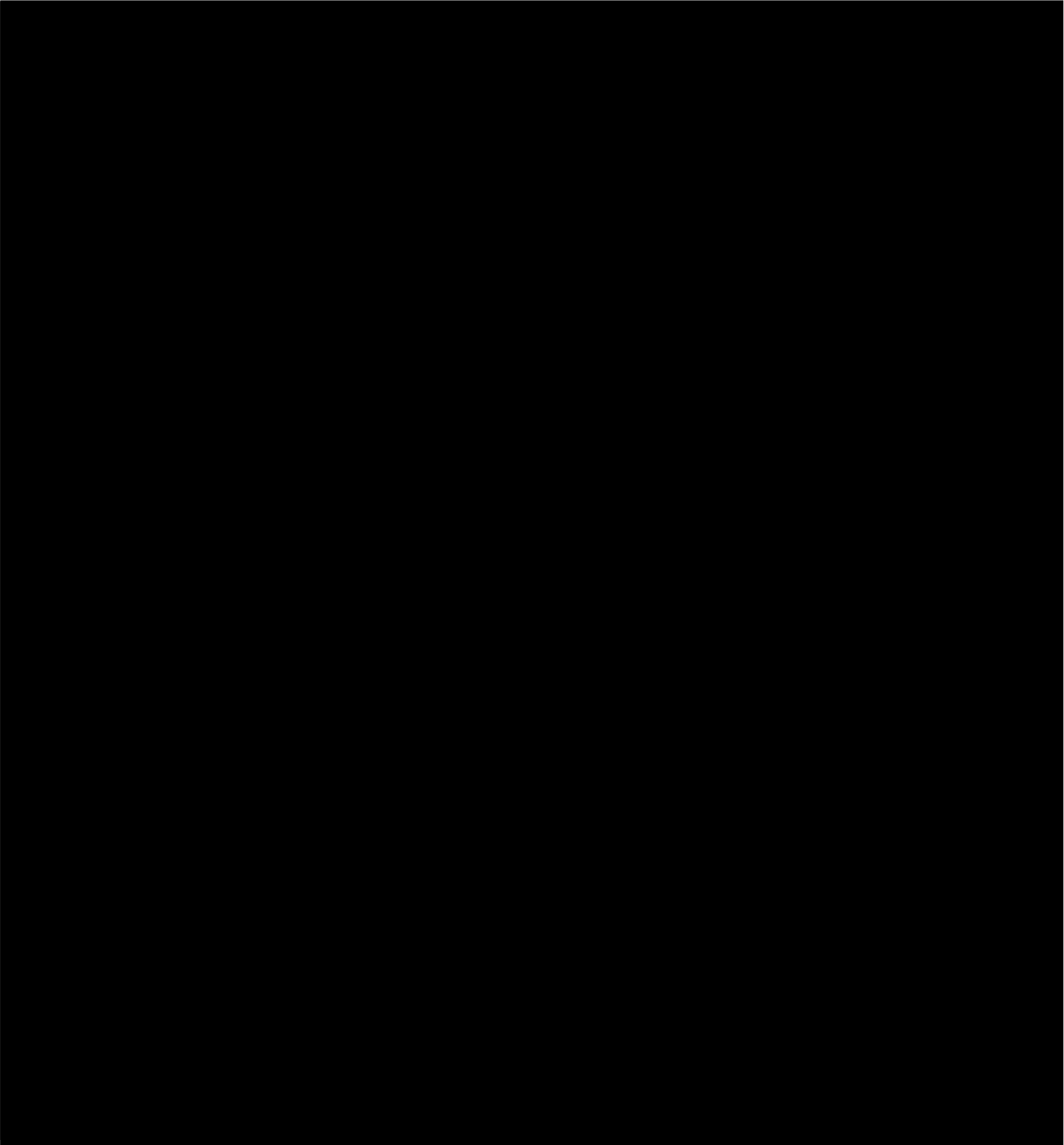
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**4. Data Provision**

4.1 The Retailer must provide to the Customer a consolidated report (in a format compatible with Microsoft Excel) for each Month which shows, in respect of each NMI, the load profile and consumption data for each 30 minute trading interval during that period. TfNSW is seeking data in NEM12 format.

**5. Billing and Payment**





5.1 The Retailer will issue to the Customer at the end of each Month a consolidated bill which sets out the aggregate charges payable by the Customer under this Agreement determined from meter readings at each NMI and in accordance with this Special Condition 5 (**Monthly Bill**).

5.2 The Monthly Bill must set out the total amount of electricity consumed in respect of each individual NMI and separately identify the charges billed in respect of each Site as individual line items in the bill.

5.3 Subject to Special Condition 5.4, the Customer will pay the Monthly Bill within 30 days of the date of issue of the Monthly Bill.

5.4 The Customer may withhold payment of all or any part of the Monthly Bill where it disputes payment of that amount.

**6. Security**

6.1 The Customer is not required to provide a security deposit, credit support, undertaking, guarantee or any other form of security in order to secure its obligations under this Agreement.

**7. Customer Public Disclosure Obligations**

7.1 The Retailer acknowledges and agrees that disclosures regarding this Agreement by the Customer, the State or any Authority may be required:

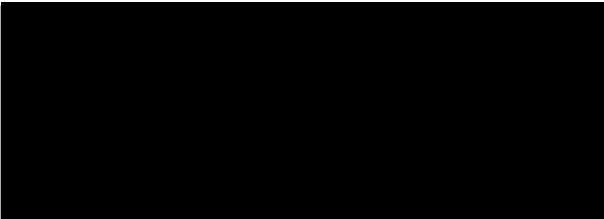
- a. under law, including the Government Information (Public Access) Act 2009 (NSW) or any similar or replacement legislation;
- b. to satisfy the disclosure requirements of the Auditor General and to satisfy the requirements of Parliamentary accountability,

**(Public Disclosure Obligations).**

7.2 The Retailer must use all reasonable endeavours to assist the Customer, the State or an Authority in meeting their Public Disclosure Obligations in connection with this Agreement.

**8. Metering**

8.1 The Customer may nominate its own metering provider and metering data agent to carry out the metering services (including metering data collection services) under the Agreement and will notify the Retailer in writing of any such nomination.



9. Unmetered sites

In relation to Unmetered Sites:

- (a) the Metering Charge will be zero;
- (b) Clause 4.1 of the General Terms and Conditions does not apply; and
- (c) electricity usage will be calculated in accordance with the applicable procedures under the Rules.

**10. Definitions:**

**Agreement** means the agreement for the sale of electricity entered into by the Retailer and the Customer as amended by these Special Conditions.

**Authority** means:

- a. any governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality; or
- b. any other person having a right to impose a requirement, or whose consent is required, under or with respect to any part of the activities of the Customer or the Retailer.

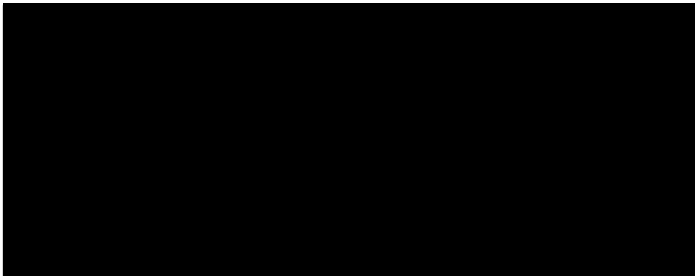


**Contract Term** means the period from 1 May 2019 to 31 December 2020.

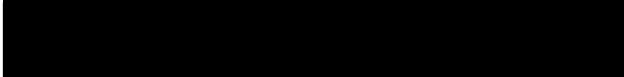
**Customer** means Transport for New South Wales.



**Load Adjustment Charge** is not applicable.



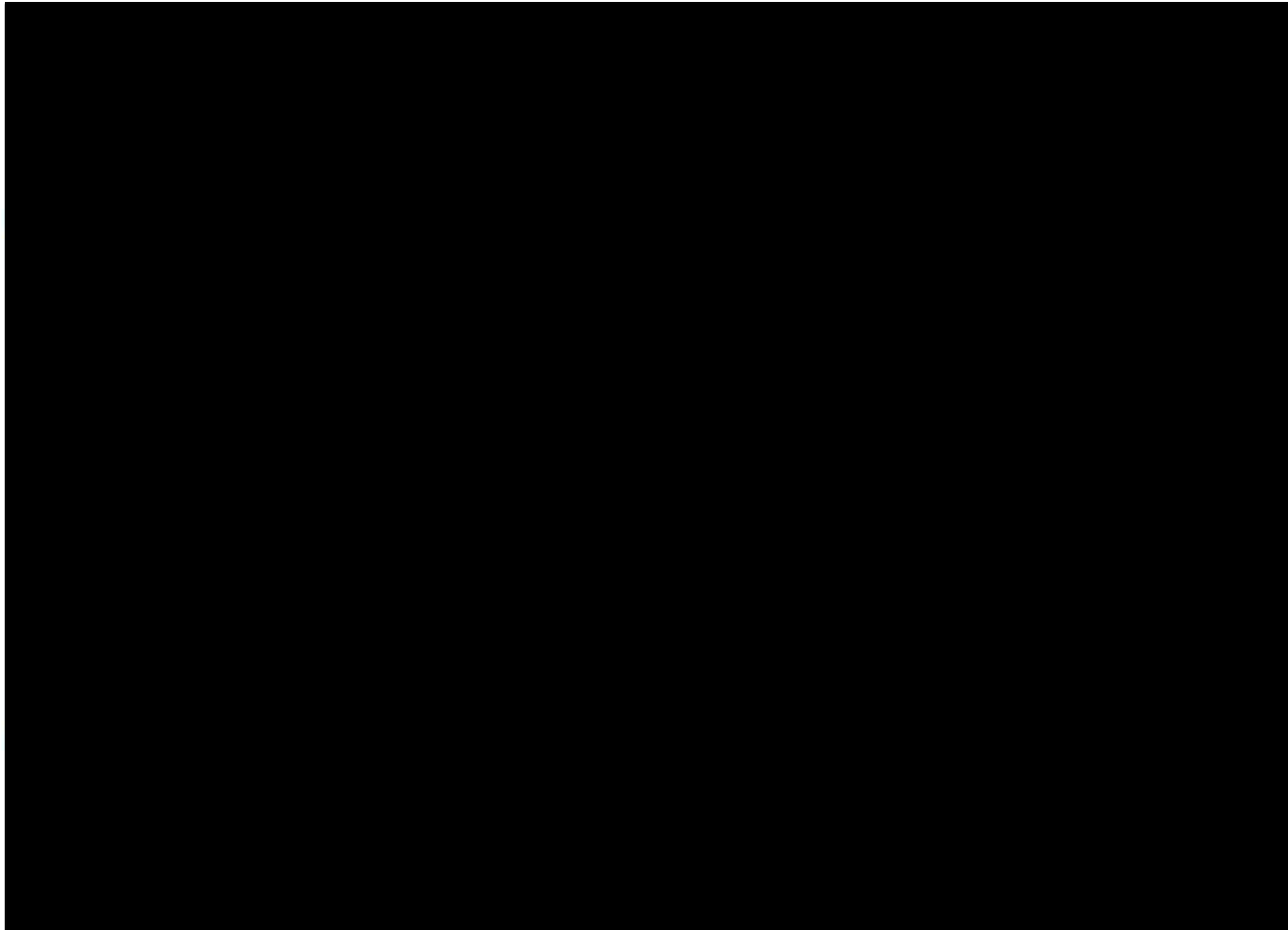
**Month** means a calendar month.



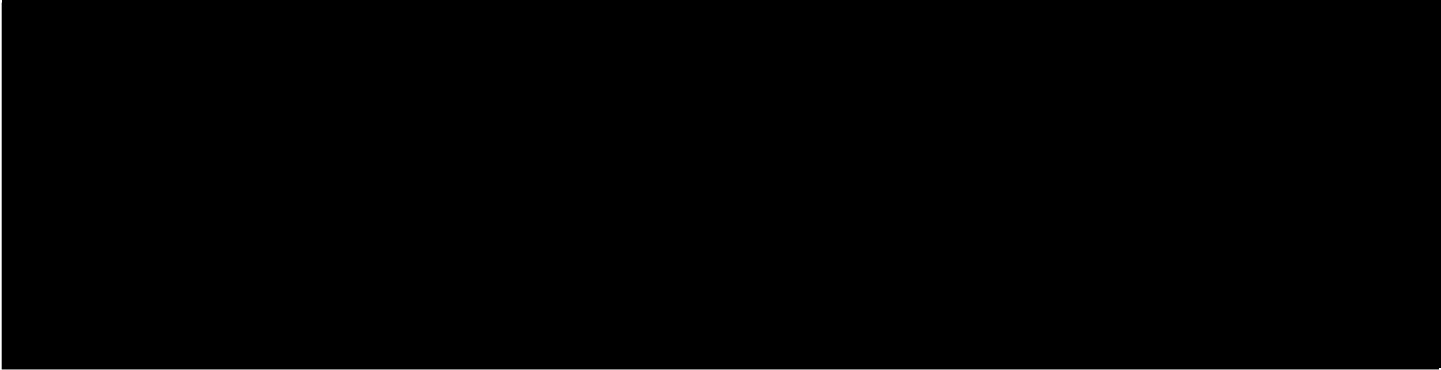
**Retailer** means the electricity retailer under the Agreement.

**Unmetered Sites** means sites with Type 7 meters, or described as "unmetered" metering in the schedule to the Agreement.

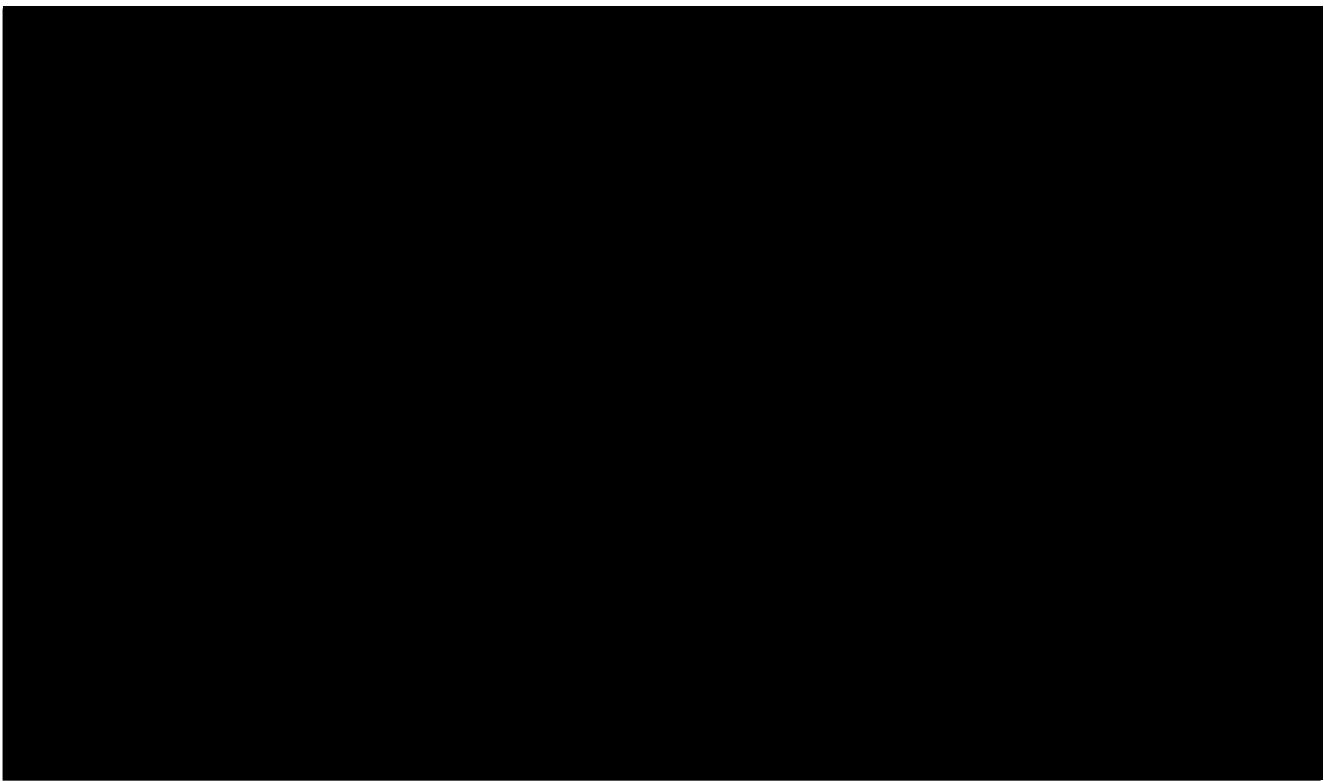
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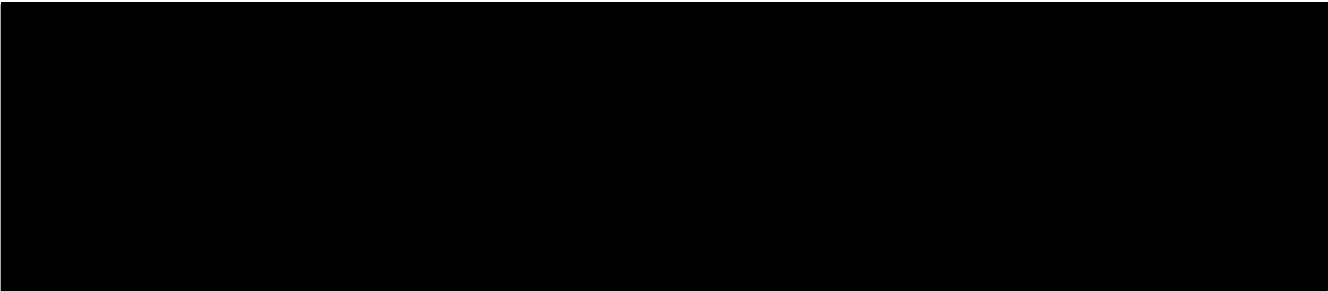
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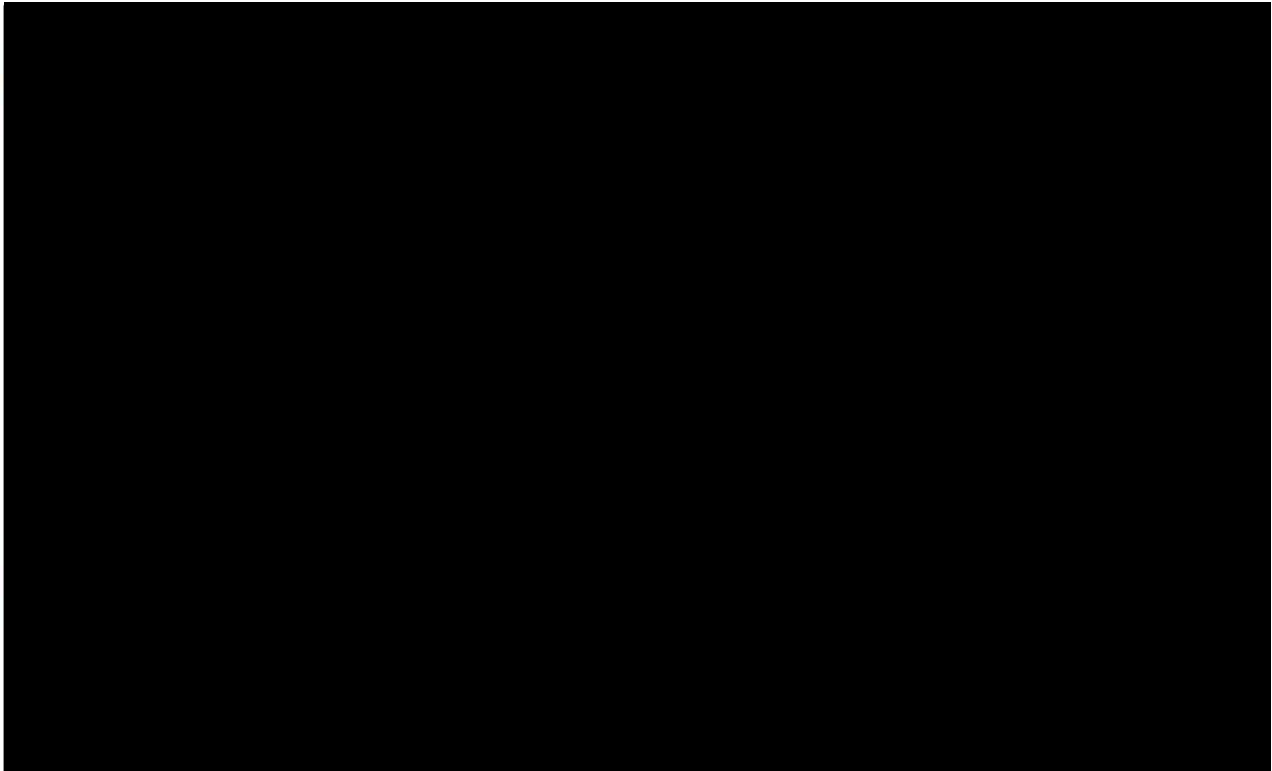
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