

SPECIAL TERMS FOR EMBEDDED NETWORK CUSTOMERS

Clause	Amendments to Market Retail Terms For Small Customers
5.1(aa)	The following clause 5.1(aa) is added to the Market Retail Terms and Conditions immediately before clause 5.1(a): <i>"an Embedded Network has been established;"</i>
5.1(a)	Clause 5.1(a) is amended by deleting the word "network" and replacing it with the words "Embedded Network".
5.1(bb)	The following clause 5.1(bb) is added to the Market Retail Terms and Conditions immediately after clause 5.1(b): <i>"we have become Responsible for the Embedded Network Supply Point;"</i>
7.1(a)	Clause 7.1(a) is amended by deleting the whole clause and replacing it with the following: <i>"starts on the Supply Start Date, which is the date on which:</i> <i>(i) all of the preconditions detailed in clause 5 have been satisfied (or, where applicable, waived by us) in relation to that Supply Address; and</i> <i>(ii) there is no retailer who is Responsible for the Supply Point at the Supply Address; and"</i>
7.5	Clause 7.5 of the Market Retail Terms and Conditions is deleted.
7.6	Clause 7.6 of the Market Retail Terms and Conditions is deleted.
7.7	Clause 7.7 is amended by deleting the whole clause and replacing it with the following: <i>"We are not liable for:</i> <i>(a) any delays in the establishment of, or the connection of the Supply Address to, the Embedded Network;</i> <i>(b) any delays in us becoming Responsible for the Embedded Network Supply Point; or</i> <i>(c) any exit fees, special meter read fees or other amounts you must pay the retailer from whom you are transferring."</i>
9.1(b)	Clause 9.1(b) is amended by deleting the whole clause and replacing it with the following: <i>"we continue to be Responsible for the Embedded Network Supply Point;"</i>
9.1(bb)	The following clause 9.1(bb) is added to the Market Retail Terms and Conditions immediately after clause 9.1(b): <i>"there is no retailer who is Responsible for the Supply Point at the Supply Address; and"</i>

26.1	Clause 26.1 is amended by adding the words <i>“to the Embedded Network”</i> immediately after the words <i>“your Supply Address is not connected”</i> .
29.5	<p>A new clause 29.5 is inserted into the Market Retail Terms and Conditions as follows:</p> <p><i>“When this Contract terminates, we may (at our own cost), remove any meter or any associated equipment or infrastructure that we have installed at your Supply Address within 30 days after the date that this Contract ends. If we exercise our right under this clause, we will not be liable for any costs or charges incurred by you or any third party in connection with the installation of a new or replacement meter or any associated equipment or infrastructure. This clause survives the termination of this Contract.”</i></p>
38.1	<p>The word <i>“and”</i> at the end of clause 38.1(f) is deleted, the full stop at the end of clause 38.1(g) is replaced with a semi-colon, and the following clauses 38.1(h) and 38.1(i) are added to the Market Retail Terms and Conditions immediately after clause 38.1(g):</p> <p><i>“(h) the date we notify you that the Contract in respect of a Supply Address terminates in accordance with clause 38A.1; and</i></p> <p><i>(i) the date we cease to be Responsible for the Embedded Network Supply Point.”</i></p>
38A	<p>The following new clause 38A is inserted into the Market Retail Terms and Conditions immediately after clause 38:</p> <p><i>“38A Early termination of the Supply Term</i></p> <p><i>38A.1 We may notify you at any time that we wish to terminate the Contract. Any such notice will specify the date on which the Contract will end, which will be at least one month after the date of the notice.</i></p> <p><i>38A.2 Without affecting any other right to terminate this Contract, we will only give you a notice under clause 38A.1 if we also give (or have given) a similar notice to all the other electricity retail customers connected to the Embedded Network with whom we have entered into an electricity sale arrangement (Other Embedded Network Customers).</i></p> <p><i>38A.3 Despite anything in clause 40, we will not charge you an exit fee if the Contract terminates early (before the Supply Term is due to expire) due to a notice being given under this clause.”</i></p>
39.1(a)	<p>Clause 39.1(a) is amended by deleting the whole clause and replacing it with the following:</p> <p><i>“transfer your Supply Address to another retailer, whether your Supply Address will remain connected to the Embedded Network or not, the Contract in respect of the Supply Address will end on the date when another retailer becomes Responsible for the Supply Point at the Supply Address; or”</i></p>

39.2	<p>The following new clause 39.2 is inserted into the Market Retail Terms and Conditions immediately after clause 39.1:</p> <p><i>“Where this Contract is terminated because you want to transfer your Supply Address to another retailer but your Supply Address remains connected to the Embedded Network, you acknowledge that from the date that this Contract ends under clause 39.1(a), we will continue to be entitled to collect any network charges related to the supply of electricity to your Supply Address (which right survives termination of this Contract and continues for such time as we are Responsible for the Embedded Network Supply Point).”</i></p>
52.1	<p>Clause 52.1 is amended as follows:</p> <ul style="list-style-type: none"> • adding the following new defined terms immediately after the definition of “Disconnection Event”: <i>“Embedded Network means an electricity distribution network established at the site at which the Supply Address(es) is or are located, which is:</i> <i>(a) connected to the local distribution network; and</i> <i>(b) owned, controlled or operated by a person who is not the owner, controller or operator of the local distribution network”.</i> • deleting the definition of “Responsible” and replacing it with the following: <i>“Responsible means financially responsible in the wholesale energy market for energy supplied to either the Embedded Network Supply Point or the Supply Point (as applicable);”</i> • deleting the definition of "Supply Point" and replacing it with the following: <i>"Supply Point means any point at which the energy installation at your Supply Address connects to the network;"</i>
52.1A	<p>The following new clause 52.1A is inserted into the Market Retail Terms and Conditions immediately after clause 52.1:</p> <p><i>“In the Contract:</i></p> <p>(a) <i>the terms “we”, “us”, “our” and any other similar terms refer to Momentum Energy;</i></p> <p>(b) <i>the term “distributor” may be taken to mean (as the context requires):</i></p> <p style="margin-left: 40px;"><i>(i) the entity which operates the Embedded Network;</i></p> <p style="margin-left: 40px;"><i>(ii) the entity which operates the distribution network to which the Embedded Network is connected; or</i></p> <p style="margin-left: 40px;"><i>(iii) both; and</i></p> <p>(c) <i>the term “network” may be taken to mean (as the context requires):</i></p> <p style="margin-left: 40px;"><i>(i) the Embedded Network;</i></p> <p style="margin-left: 40px;"><i>(ii) the distribution network to which the Embedded Network is connected; or</i></p> <p style="margin-left: 40px;"><i>(iii) a transmission network.”</i></p>