



# Electricity Default Rates



# 1. Introduction

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Publication Date – 8<sup>th</sup> April 2022

Applicable from 1<sup>st</sup> April 2022 until further notice

## 1.1 What is this document about?

This document explains the Default Rates that we will charge Large Customers for the consumption of electricity in any of the following states: Queensland, New South Wales, Australian Capital Territory, Victoria and South Australia, in the following circumstances:

- a) The Customer has previously entered into an agreement with SmartestEnergy for the purchase of electricity for the Customer's Site, the term of which has ended, the Customer has not entered into a new agreement either with SmartestEnergy or with another electricity retailer the term of which has commenced, and the agreement previously entered into with SmartestEnergy provides that SmartestEnergy may charge the Customer Default Rates after the end of the term; or
- b) The Customer consumes electricity at one or more Sites in circumstances where SmartestEnergy is Financially Responsible for those Sites, and the Customer and SmartestEnergy have not entered into an appropriate arrangement in relation to that consumption. This includes where the Customer moves into the Site and starts consuming electricity without having entered into any agreement with SmartestEnergy or another electricity retailer.

The Default Rates also include feed-in tariffs that we will pay those Large Customers who generate electricity in those circumstances.

## 1.2 When can this document change?

The Default Rates are subject to change from time to time by SmartestEnergy by publication on its website.

## 1.3 When do the Default Rates under this document cease to apply?

We will cease to apply the Default Rates to a Large Customer if:

- a) the Customer enters into a new agreement with SmartestEnergy in relation to its Sites with an agreed Energy Charge, and the term of that agreement commences; or
- b) the Customer enters into an agreement with another retailer and SmartestEnergy is notified in accordance with energy law that another retailer is registered as the retailer for the Customer's Sites; or
- c) the Customer no longer meet the definition of a Large Customer under energy law; or
- d) the relevant Site is disconnected.

## 2. Default Rates

### 1.4 Calculation of Energy Charge

The **Energy Charge** for a Billing Period is calculated as the actual metered consumption of electricity at all Connection Points for the Sites in Peak Periods, Shoulder Periods and Off-Peak Periods (as defined in item 1.5 below) respectively in the Billing Period, adjusted by the applicable Loss Factors, multiplied by the applicable Energy Price.

### 1.5 Energy Price

the **Energy Price** (excluding GST) in a period is as follows:

Site located in	Peak cents/kWh	Shoulder cents/kWh	Off-Peak cents/kWh
Australian Capital Territory	34.300	34.300	24.300
New South Wales	34.300	34.300	24.300
Queensland	37.600	n/a	26.600
South Australia	24.600	n/a	17.600
Victoria	27.800	n/a	19.800

#### Time Period

State	Peak Period	Shoulder Period	Off-Peak Period
Australian Capital Territory	<b>7am to 9am and 5pm to 8pm</b> Australian Eastern Standard/Daylight Time (AEST/AEDT), Business Days.	<b>9am to 5pm and 8pm to 10pm</b> Australian Eastern Standard/Daylight Time (AEST/AEDT), Business Days.	All times outside Shoulder Periods and Peak Periods.
New South Wales	<b>7am to 9am and 5pm to 8pm</b> Australian Eastern Standard/Daylight Time (AEST/AEDT), Business Days.	<b>9am to 5pm and 8pm to 10pm</b> Australian Eastern Standard/Daylight Time (AEST/AEDT), Business Days.	All times outside Shoulder Periods and Peak Periods.
Queensland	<b>7am to 11pm</b> Australian Eastern Standard Time (AEST), Business Days.	Not applicable.	All times outside Peak Periods.
South Australia	<b>7am to 9pm</b> Australian Central Standard/Daylight Time (ACST/ACDT), Business Days	Not applicable.	All times outside Shoulder Periods and Peak Periods.
Victoria	<b>7am to 11pm</b> Australian Eastern Standard/Daylight Time (AEST/AEDT), Monday to Friday.	Not applicable.	All times outside Peak Periods.

## 2. Service Charge

The **Service Charge** for each NMI at each Site for a Billing Period is \$5.00/day.

## 3. Metering Charges

The **Metering Charge** for each Meter at each Site for a Billing Period is \$1,250/annum/Meter (excluding GST).

## 4. Market Charge

The **Market Charge** for a Billing Period is the amount equal to the Customer's proportion on a cost pass through basis of the fees and charges payable by SmartestEnergy to AEMO or any other relevant regulatory authority associated with the sale of electricity to the Customer at the Sites, including any participants' fee, ancillary services charge and any other charge associated with the operation of the NEM. The Market Charge will be apportioned by SmartestEnergy on a fair and reasonable basis based on the Customer's electricity usage.

## 5. Network Charge

**The Network Charge** for a Billing Period is the amount (which will vary over time) payable to the Distributor in relation to the connection, transportation, delivery or physical supply of electricity to the Site or any related services (whether payable by the Customer to the Distributor under a Connection Contract, by SmartestEnergy to the Distributor under a use of system agreement or co-ordination agreement or otherwise).

## 6. Environmental Charges

### 6.1 Large-scale Renewable Energy Target (LRET) Charge

The LRET Charge for a Billing Period is calculated as the actual metered consumption of electricity (in MWh) at all Connection Points for the Sites, adjusted by the applicable Loss Factors, multiplied by the LGC Rate for the relevant period, multiplied by the renewable power percentage set under the RET Act for the relevant year. The LGC Rate (excluding GST) in a period is as follows:

60.00 (\$/certificate)
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### 6.2 Small-scale Renewable Energy Scheme (SRES) Charge

The SRES Charge for a Billing Period is calculated as the actual metered consumption of electricity (in MWh) at all Connection Points for the Sites, adjusted by the applicable Loss Factors, multiplied by the STC Rate for the relevant period, multiplied by the small-scale

technology percentage set under the RET Act for the relevant year. The STC Rate (excluding GST) in a period is as follows:

40.00 (\$/certificate)
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### 6.3 Energy Savings Scheme (ESS) Charge (for Sites in New South Wales only)

The ESS Charge for a Billing Period is calculated as the actual metered consumption of electricity (in MWh) at all Connection Points for the Sites, adjusted by the applicable Loss Factors, multiplied by the ESC Rate for the relevant period, multiplied by the amount calculated by multiplying the energy savings scheme target by the energy conversion factor under Part 9 of the NSW Act. The ESC Rate (excluding GST) in a period is as follows:

45.00 (\$/certificate)
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### 6.4 Victorian Energy Upgrades program (VEU) Charge (for Sites in Victoria only)

The VEU Charge for a Billing Period is calculated as the actual metered consumption of electricity (in MWh) at all Connection Points for the Sites, adjusted by the applicable Loss Factors, multiplied by the VEET Rate for the relevant period, multiplied by the greenhouse gas reduction rate for electricity set under the VEET Act for the relevant year. The VEET Rate (excluding GST) in a period is as follows:

80.00 (\$/certificate)
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### 6.5 EEIS Charge (for Sites in the Australian Capital Territory only)

The **EEIS Charge** for a Billing Period is an amount reasonably determined by SmartestEnergy from time to time to cover the direct or indirect cost to SmartestEnergy of meeting its Retailer Energy Savings Obligation under the Australian Capital Territory's Energy Efficiency Improvement Scheme administered under the *Energy Efficiency (Cost of Living) Improvement Act 2012 (ACT)* associated with the Customer's consumption of electricity at the relevant Sites.

### 6.6 REES Charge (for Sites in South Australia only)

The **REES Charge** for a Billing Period is an amount reasonably determined by SmartestEnergy from time to time to cover the direct or indirect cost to SmartestEnergy of meeting its Retailer Energy Efficiency Scheme obligations under the South Australian Retailer Energy Efficiency Scheme administered under the *Electricity (General) Regulations 2012 (SA)* associated with the Customer's consumption of electricity at the relevant Sites.

## 7. Feed-in Tariff

### 7.1 Calculation of Feed-in Tariff

The **Feed-in Tariff** for a Billing Period is calculated on the actual metered export of electricity at all Connection Points for the Sites, adjusted by the applicable Loss Factors, multiplied by the Feed-in Tariff Rate for the relevant period.

### 7.2 Feed-in Tariff Rate

The **Feed-in Tariff Rate** (excluding GST) in a period is as follows:

Sites locating in	Feed-in Tariff Rate (cents/kWh)
Australian Capital Territory	0.000
New South Wales	0.000
Queensland	0.000
South Australia	0.000
Victoria	0.000

## 8. GST

### 8.1 GST exclusive amounts

Unless expressly stated otherwise, all of the Default Rates stated above are exclusive of GST.

### 8.2 Payment of GST

- (1) A recipient of a taxable supply under or in connection with the Default Rates must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply.
- (2) The recipient of any taxable supply must make that payment to the supplier as and when the GST exclusive consideration or part of it is provided, except that the recipient need not pay an amount referable to GST unless the recipient has received a tax invoice (or an adjustment note) for that taxable supply.
- (3) Where a supplier incurs a cost or expense for which it may be reimbursed, indemnified against, claimed against or set-off against another party under this agreement, the amount to be paid or credited is the cost or expense (reduced by the input tax credit that the supplier is entitled to claim in respect of that cost or expense) plus the amount in respect of GST payable by the recipient in respect of the reimbursement, etc, under this clause 8.2.
- (4) If, at any time, an adjustment event arises in respect of any supply made by a party under this agreement, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to this clause 8.2. Payments to give effect to the adjustment must be made between the parties and the supplier must issue a valid adjustment note in relation to the adjustment event.

- (5) All GST must be paid at the same time and in the same manner as the payment to which it relates is payable and whether or not that payment is payable directly to SmartestEnergy.
- (6) Where applicable, if:
  - (1) the transfer of a certificate created under the RET Act, NSW Act or VEET Act (**Certificates**) by the Customer to SmartestEnergy; or
  - (2) the issuing of an Exemption Certificate under the RET Act,  
is a taxable supply, then:
    - (3) the GST exclusive value of the Certificates transferred or the Exemption Certificate issued (as applicable) will be equal to the market value of those Certificates or Exemption Certificate issued (as applicable and exclusive of GST) as reasonably determined by SmartestEnergy;
    - (4) SmartestEnergy will send to the Customer as soon as is practicable a recipient created tax invoice for the Certificates transferred or Exemption Certificate issued (as applicable), in addition to or in the same document as a tax invoice for the electricity supplied;
    - (5) SmartestEnergy may offset any amount in respect of GST payable by SmartestEnergy to the Customer in respect of the Certificates transferred or Exemption Certificate issued against any amount in respect of GST payable by the Customer to SmartestEnergy under this Agreement; and
    - (6) each party must do all things as are otherwise necessary to ensure the other party can comply with its obligations under the GST law.

### 8.3 Definitions

Words in this clause 8 have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and related regulations, unless the context makes it clear that a different meaning is intended.

## 3. Definitions

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The following definitions apply in this Agreement.

**AEMO** means Australian Energy Market Operator Ltd ACN 072 010 327, or any other entity that operates the NEM from time to time.

**Billing Period** means calendar monthly.

**Business Day** means a day that is not a Saturday, Sunday or:

- (a) where the obligation or thing required to be done is solely in respect of one or more Sites in the same State, a public holiday other than a show holiday in that State; or
- (b) for all other obligations or things required to be done, a public holiday other than a show holiday in New South Wales.

**Connection Contract** means an agreement (including an agreement deemed by any Law) between the Customer and the Distributor providing for the connection, transportation, delivery or physical supply of electricity to the Site or any related services.

**Connection Point** has the meaning given in the Rules.

**Customer** means a person who consumes electricity at premises, and who may also generate electricity at those premises.

**Default Rates** means the rates set out in this document.

**Distributor** means the entity responsible for the connection, transportation, delivery or physical supply of electricity to the Site. There may be different Distributors for different Sites.

**Electricity Legislation** means the *Utilities Act 2000 (ACT)*, *NSW Act*, *Electricity Act 1994 (Qld)*, *Electricity Safety Act 2002 (Qld)*, *Electricity Act 1996 (SA)*, *Electricity Industry Act 2000 (Vic)*, the National Electricity Law, the Rules, the National Energy Retail Law, the Retail Rules and regulations, standards, protocols and rules made under any of them.

**Exemption Certificate** means an exemption certificate issued under the RET Act.

**Financially Responsible** has the meaning given in the Rules.

**Large Customer** means in the same NERL State, the Customer is a "large customer" under the applicable Electricity Legislation in respect of that NERL State; or in Victoria, the Customer is not a "domestic or small business customer" or a "small customer" under the applicable Electricity Legislation in respect of Victoria.

**Law** means any relevant law, statute, regulation, proclamation, order in council, order, by-law, rule, code, guideline, standard, direction, notice, levy, licence, consent, permit, approval, binding decision or authority governing or affecting those involved in the generation, transmission, distribution, supply, sale, purchase or consumption of electricity as enacted and in force or amended from time to time.

**Loss Factors** means the transmission or distribution loss factors (as applicable) for a Site published or determined by AEMO from time to time under the Rules.

**Meter** means a type 1, 2, 3 or 4 meter that complies with the Rules and includes all components of the metering installation including current transformers and voltage transformers.

**National Electricity Law** means the National Electricity Law as set out in the *National Electricity (South Australia) Act 1996 (SA)* as in force in each constituent State and Territory of the NEM in which a Site is located.

**National Energy Retail Law** or **NERL** means the National Energy Retail Law set out in the *National Energy Retail Law (South Australia) Act 2011* (SA) as in force in each Participating Jurisdiction in which a Site is located.

**NEM** means the national electricity market.

**NERL States** means each of the Participating Jurisdictions.

**NMI** means National Metering Identifier as defined in the Rules.

**NSW Act** means the *Electricity Supply Act 1995* (NSW).

**Participating Jurisdiction** has the meaning given in the National Energy Retail Law. At the date of this Agreement, the Participating Jurisdictions (which SmartestEnergy retails in) are Queensland, New South Wales, the Australian Capital Territory and South Australia.

**RET Act** means the *Renewable Energy (Electricity) Act 2000* (Cth).

**Retail Rules** means the National Energy Retail Rules made under the National Energy Retail Law.

**Rules** means the National Electricity Rules made under the National Electricity Law.

**Site** means each premises at which a person consumes or generates electricity.

**SmartestEnergy** means SmartestEnergy Australia Pty Ltd registered in New South Wales, Australia (ABN 37 632 313 029)

**VEET Act** means the *Victorian Energy Efficiency Target Act 2007* (Vic).