



AGL Large Customer Electricity Default Rates New South Wales

Effective 1 January 2022 until further notice

Default Rates

Period	Peak [\$/MWh]	Shoulder [\$/MWh]	Off Peak[\$/MWh]
1 Jan 22 – 31 Mar 22	208.48	208.48	117.32
1 Apr 22 – 30 Jun 22	147.86	147.86	96.80
1 Jul 22 – 30 Sept 22	143.92	143.92	97.41
1 Oct 22 – 31 Dec 22	133.02	133.02	89.34

- The above rates are expressed in \$/MWh and are exclusive of *approved energy loss factors* and GST.
- Peak period is from 7:00 am to 9:00 am and 5:00 pm to 8:00 pm on Business Days.
- Shoulder period is from 9:00 am to 5:00pm and 8:00 pm to 10:00 pm on Business Days.
- Off Peak period means all other times not defined under Peak or Shoulder.

When do these rates apply?

The applicable Default Rate for the relevant period and location set out above is payable by you if you consume electricity at premises in New South Wales, you meet the definition of a 'large customer' under *energy law*, and either:

- you previously entered into an agreement with AGL for the purchase of electricity for your premises at an agreed Energy Charge Rate, which has now expired or terminated, and you have not entered into a new agreement either with AGL or with another electricity retailer; or
- you have not yet entered into any agreement with an electricity retailer for the purchase of electricity for your premises and AGL has financial responsibility for electricity supplied to that premises.

Other charges

- In addition to the Default Rate, you will be charged other applicable charges, including all *market charges* (including network charges), *services charges*, *emissions* and *renewable energy charges* and *energy loss charges* applicable to each *premises* for the quantity of electricity we sell to you at each *premises*.
- Without limiting the application of any other charges under this contract, the approved energy loss factors will be applied against the market price and the emissions and renewable energy charges rates for the purpose of calculating the energy loss charges.
- You understand and agree that we are entitled to take action under this contract and in our own name to recover any network charges owing by you from time to time



When do these rates cease?

The Default Rates are subject to change from time to time by AGL by publishing on our website. The Default Rate will no longer be applicable if:

- a) you enter into a new agreement with AGL in relation to your premises with an agreed Energy Rate; or
- b) you enter into an agreement with another retailer and AGL is notified in accordance with *energy law* that another retailer is registered as the retailer for your premises; or
- c) you no longer meet the definition of a 'large customer' under *energy law*; or d) your premises is disconnected.

Definitions

approved energy loss factors means, unless explicitly stated to the contrary in this contract, any loss factors (including both the intra-regional loss factors and the distribution loss factors) approved by the *System Operator* or any other *regulatory authority* from time to time.

Business Day means a day other than a Saturday or Sunday or a public holiday in the State or Territory in which the relevant *premises* are located.

delivery of electricity means the delivery of electricity through a *supply network* to, or in relation to, your *premises*.

emissions and renewable energy charges means the amount fixed by us from time to time and set out in your bill as the charge which we reasonably determine should be paid by you on account of any cost or liability imposed on or incurred by us, or a *related body corporate* of us, under or as a direct or indirect consequence of any *emissions and renewable energy legislation* (including the cost of acquiring renewable energy, energy efficiency or greenhouse gas abatement certificates or any other relevant proprietary right or interest) or any reasonable estimate of any such cost or liability likely to be so imposed on or incurred by us, or a *related body corporate* of us, in the future. Notwithstanding the above, *emissions and renewable energy charges* excludes any cost or liability imposed or incurred by us, or a *related body corporate* of us, under or as a direct or indirect consequence of the *Clean Energy Act 2011* (Cth), in the form that Act takes as at the date of this contract.

energy law means any statute, regulation, code, rules, direction, mandatory guideline, licence condition or other regulatory instrument which governs or affects any one or more of the price of electricity, the cost to us of purchasing or selling electricity, the *delivery of electricity*, the sale of electricity to you or the electricity industry generally. **energy loss charges** means the charges calculated as:

- (a) the product of the *approved energy loss factors* applicable to each *premises* and the *market price*; and
- (b) the product of the *approved energy loss factors* applicable to each *premises* and each of the *emissions and renewable energy charges*.

For the avoidance of doubt, *energy loss charges* may be expressed in a bill as a component of another charge or amount payable and need not be expressed as a separate charge or charges.

market charges means any charge imposed by *energy law*, the *System Operator*, any other *regulatory authority* or with your agreement, and includes any ancillary services, charges or costs (such as network charges) and any other charges associated with the operation of the *National Electricity Market*.

services charges means the fee we may charge you for any other products or services we agree to provide to you.

System Operator means any person or body appointed under *energy law* whose functions are, amongst other things, to operate and administer the *National Electricity Market*, control electricity supply system security, or regulate and monitor the electricity transmission system.