

COLOCATION – NATIONAL ENERGY RETAIL LAWS

The National Energy Retail Law (**NERL**) and the Australian Energy Regulator's Exempt Selling Guidelines require anyone who sells energy for use at premises to hold either a retailer authorisation, or a retail exemption. These only currently apply in New South Wales, Australian Capital Territory and South Australia (**Relevant States**).

This notice applies to the data centre locations in the Relevant States where we currently supply you with electricity in conjunction with, or ancillary to, the provision of your Colocation service under the terms of your agreement with us (**Premises**).

The terms of your Colocation service are set out in your application form and the [Cloud Services section of Our Customer Terms](#) or your separate agreement with us.

We are required to disclose to you the following information regarding the energy supply arrangements set out in your agreement with us.

TELSTRA IS NOT SUBJECT TO THE OBLIGATIONS OF AN AUTHORISED ENERGY RETAILER

We are not subject to all the obligations of an authorised energy retailer. As an exempt customer you will not receive the same protections as you would if you were purchasing energy from an authorised retailer.

ENERGY CHARGES FEES AND TARIFFS

We will charge you energy tariffs and associated fees and charges set out in your application form, for the sale of energy to the Premises, in accordance with the terms and conditions in Part F (Managed Facilities) of the Cloud Services section of Our Customer Terms or your separate agreement with us.

CONTACT NUMBERS

Telstra's contact number in the event of an electricity fault or emergency is:

Emergencies: 1800 620 354 – option 1 (available 24/7)

For all other general enquires please contact:

Faults: 1800 620 354 – option 1 (available 24/7)

Moves, adds and changes: 1800 620 354 – option 2

Sales & Account Set up: 1800 620 354 – option 3

Billing and other enquiries: 1800 620 354 – option 4

We currently hold a class D9 electricity retail exemption to be able sell energy to you at the Premises in the Relevant States. In order to hold a class D9 exemption, we are required to comply with certain conditions. Below is a summary of these conditions.

CONDITIONS ATTACHED TO CLASS D9 EXEMPTION

In order to sell electricity to the Premises we must comply with the following conditions:

- (a) We cannot refuse to sell energy to you, if you meet the criteria for this class of exemption.
- (b) We will provide you with a receipt for any amount paid for energy, except where payment has been made by:
 - (i) direct debit, or

- (ii) credit card over the phone and the customer is provided with a receipt number.
- (c) Except where paragraph (b) applies, we will provide you with a separate receipt if a payment for energy was made together with a rent payment but has not been separately identified on the rent receipt.
- (d) We will notify you, as soon as practicable but no later than your next bill, of any change to your electricity tariff.
- (e) If we have arranged for the disconnection of electricity to the Premises and you have, within 10 business days of the disconnection:
 - (i) if relevant, rectified the matter that led to the disconnection;
 - (ii) made a request for reconnection; and
 - (iii) paid any reconnection charges,then we will reconnect your equipment at the Premises (or arrange for the network operator to do that) as soon as practicable.
- (f) Where you are able to purchase electricity from a retailer of your choice, we will not do anything to discourage or prevent you from exercising this choice, whether by:
 - (i) requiring you to waive your ability to choose a retailer;
 - (ii) unreasonably hindering your efforts to find another retailer; or
 - (iii) unreasonably hindering any metering or network changes required to enable choice of retailer.
- (g) If there is a dispute relating to the sale of energy to the Premises we will:
 - (i) make reasonable endeavours to resolve the dispute; and
 - (ii) advise you of any right that you have to access the energy Ombudsman scheme or other relevant external dispute resolution body in the state in which the Premises are located.
- (h) The energy supply arrangements between us and you will terminate either:
 - (i) on a date agreed between us and you;
 - (ii) five business days (or a different time if agreed) from the date when you give us a termination notice;
 - (iii) at the conclusion of your lease for, or occupancy of, the Premises;
 - (iv) when you start receiving energy retail services from a different retailer or exempt person;
 - (v) when a different exempt customer starts receiving customer retail services for the Premises; or

at the end of a period of 10 business days commencing on the day the Premises are disconnected, where the conditions for reconnection stated at section (e) have not been met.

If you have any questions or queries with respect to your energy supply agreement or the tariffs and associated fees and charges that are applicable, please do not hesitate to contact us and we will provide further details.