

Agreement for the Issue of

Recipient Created Tax Invoices and for the purposes of Subdivision 153-B GST Act

**Australian Energy Market Operator Limited**

and

**#1#**

Australian Energy Market Operator Ltd

Level 12, 171 Collins Street

MELBOURNE VIC 3000

TEL: 03 9609 8000

FAX: 03 9609 8080

**AGREEMENT FOR THE ISSUE OF RECIPIENT CREATED TAX INVOICES AND FOR THE PURPOSES OF SUBDIVISION 153-B GST ACT**

**NOTES FOR COMPLETION BY APPLICANT FOR REGISTRATION**

Last Updated: 11 December 2023

This file contains two documents for completion and submission to AEMO by an applicant for registration as any of the following:

• Market Participant in the National Electricity Market

• Market Participant in a Declared Wholesale Gas Market

• Trading Participant in the Short Term Trading Market

• Market Participant in a gas trading exchange (Gas Supply Hub)

• Auction Participant in a capacity auction

• Part 24 Facility Operator (transportation service provider for an Auction Facility).

The two documents are:

1. Agreement for the Issue of Recipient Created Tax Invoices and for the purposes of subdivision 153-B GST Act (the Agreement); and
2. Covering letter returning a signed copy of the Agreement to AEMO (the Letter).

*In response to the COVID-19 pandemic, AEMO has adopted digital and remote ways of working to protect our people and critical operations.  As a result, this Agreement may be executed in counterparts. All counterparts when taken together are deemed to constitute one instrument. The counterparts may be executed and delivered by email or other electronic signature by one or more of the parties and the receiving party or parties may rely on the receipt of such document so executed and delivered electronically as if the original had been received.*

If your organisation has already entered into an agreement in exactly this form since the “Last Updated’ date above, you do not need to sign another agreement for registration in another market listed above.

**How to complete the Documents**

The Agreement and Letter use a code to ensure that all variables are completed. Use the “Find and Replace” function in Microsoft Word and insert the coded variable in the “Find” section and then type the text to replace it with in the “Replace” section.

These are the variables:

|  |  |
| --- | --- |
| VARIABLE | REQUIRED INFORMATION |
| #1# | Your company’s full name, including the ‘Pty Ltd’ or similar, exactly as the name is registered |
| #2# | Company ABN |
| #3# | Company’s address. Use the following format, using AEMO’s Melbourne office as an example: Level 12, 171 Collins Street, MELBOURNE VIC 3000 |
| #4# | Name of the person from your company who will sign the Agreement on the company’s behalf. It must be someone with sufficient authority to enter into the agreement, such as a Chief Financial Officer. Please note that this person will also be nominated in the covering letter as the recipient of the fully executed copy from AEMO in due course. |

**Number of Copies**

*In response to the COVID-19 pandemic, AEMO has adopted digital and remote ways of working to protect our people and critical operations.  As a result, this Agreement may be executed in counterparts. All counterparts when taken together are deemed to constitute one instrument. The counterparts may be executed and delivered by email or other electronic signature by one or more of the parties and the receiving party or parties may rely on the receipt of such document so executed and delivered electronically as if the original had been received.*

Insert the date the authorised signatory signs the agreements underneath his/her signature. The date of the Agreement will be the date on which AEMO executes it.

**ONCE YOU HAVE COMPLETED THE TASKS DETAILED ON THIS PAGE, PLEASE DELETE IT, LEAVING THE AGREEMENT AND LETTER INTACT.**

DETAILS

|  |  |
| --- | --- |
| **Parties:** | Australian Energy Market Operator Limited  ABN 94 072 010 327  of Level 12, 171 Collins Street, MELBOURNE VIC 3000 (**AEMO**)    and    #1#  ABN #2#  of #3# (**Registered Participant**) |

**Operative Provisions**

# Interpretation

## Definitions

In this document, unless a contrary intention appears, these meanings apply:

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Market** means any of:

* 1. the national electricity market, as that term is defined in the National Electricity Law;
  2. a regulated gas market, as that term is defined in the National Gas Law;
  3. a gas trading exchange, as that term is defined in the National Gas Law; or
  4. a capacity auction, as that term is defined in the National Gas Law.

**National Electricity Law** means the Schedule to the *National Electricity (South Australia) Act 1996* (SA).

**National Gas Law** means the Schedule to the *National Gas (South Australia) Act 2008* (SA).

**Rules** means the National Electricity Rules made under the National Electricity Law, the National Gas Rules made under the National Gas Law, a gas trading exchange agreement (as that term is defined in the National Gas Law), or a capacity auction agreement (as that term is defined in the National Gas Law) as the case may be.

**Settlement Revision and Adjustment Provisions** means any provisions in the Rules governing the revision and adjustment of settlements of transactions in a Market.

## Interpretation

In this document, unless the contrary intention appears:

* 1. a reference to a document (including this Agreement) or another instrument includes the document or instrument as novated, varied, or replaced, and despite any change in the identity of the parties;
  2. a reference to legislation includes subordinate legislation and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them;
  3. the singular includes the plural and vice versa and a gender includes all genders;
  4. a reference to a party includes its successors, substitutes and assigns;
  5. the expressions “GST”, "GST law", “tax invoice” “recipient created tax invoice”; “adjustment note” and “taxable supply” have the meanings given to those terms in the GST Act; and
  6. if a word or phrase is specifically defined in this Agreement, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

# Term

This Agreement commences on the date it is executed by all parties or, if later, when all of the following conditions are met:

* 1. AEMO is registered for GST purposes; and
  2. the Registered Participant is registered:
     1. for GST purposes; and
     2. to participate in a Market in accordance with the Rules.

# Recipient Created Tax Invoices

AEMO will issue tax invoices and adjustment notes in respect of taxable supplies (including supplies taken to be taxable supplies under Subdivision 153-B of the GST Act) made by the Registered Participant to AEMO through or in respect of the Market in accordance with the Rules, and the Registered Participant will not issue tax invoices in respect of those supplies.

# Subdivision 153-B of the GST Act

* 1. Where applicable, AEMO will make supplies to third parties through the Market, in accordance with the Rules, as intermediary on the Registered Participant’s behalf (153-B Supplies).
  2. For the purposes of the GST law:
     1. AEMO will be treated as making the 153-B Supplies to third parties; and
     2. the Registered Participant will be treated as making corresponding supplies to AEMO.
  3. In the case of the 153-B Supplies to third parties:
     1. AEMO will issue to the third parties, in AEMO’s own name, all the tax invoices and adjustment notes relating to the 153-B Supplies; and
     2. the Registered Participant will not issue to the third parties any tax invoices and adjustment notes relating to the 153-B Supplies.

# Acknowledgements

## Previous agreements

This Agreement supersedes all previous agreements entered into between the parties in respect of the same subject matter for any one or more of the Markets to which this Agreement applies, and the parties agree that any such agreement terminates on the date of this Agreement.

## GST registration

* 1. The Registered Participant acknowledges that it is registered for GST purposes on the date of this Agreement and that it will notify AEMO if it ceases to be so registered.
  2. AEMO acknowledges that it is registered for GST purposes on the date of this Agreement and that it will notify the Registered Participant if it ceases to:
     1. be so registered; or
     2. satisfy any of the requirements for issuing recipient created tax invoices listed in a relevant determination made under subsection 29-70(3) of the GST Act.

# Termination

This Agreement will continue until the first to occur of:

* 1. the date on which either party ceases to be registered for GST purposes; or
  2. where the Registered Participant has ceased to be registered to participate in a Market under the Rules in a particular capacity, the date on which, in AEMO’s opinion, the Registered Participant has fulfilled all obligations and received all entitlements that may arise in relation to that registration under the Settlement Revision and Adjustment Provisions; or
  3. the date on which the parties enter into a subsequent agreement in respect of the same subject matter for all Markets to which this Agreement relates.

# Notices

Any notice in connection with this Agreement must be in writing and:

* 1. may be given and received:
     1. by the Executive General Manager Markets, Group Manager Market Management or equivalent officer on behalf of AEMO; and
     2. by the Chief Financial Officer, equivalent officer or other person notified to AEMO as the person authorised to give or receive notices under this Agreement on behalf of the Registered Participant; and
  2. may be:
     1. left at, or sent by prepaid express post to, the address of the receiving party as specified in this Agreement, or another address specified by the receiving party to the other party; or
     2. sent by email to an email address specified by the receiving party to the other party, but an email notice is only taken to be received in the event and at the time that the receiving party acknowledges receipt by any means.

# Counterparts and Electronic Signatures

This Agreement may be executed in counterparts. All counterparts when taken together are deemed to constitute one instrument. The counterparts may be executed and delivered by email or other electronic signature by one or more of the parties and the receiving party or parties may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

EXECUTED as an agreement

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **#4#** as authorised representative for **#1#**: | )  )  )  )  )  )  )  )  )  )  ) | Sign    Position  By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of #1#  Date: ….................................................... |

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **CHIN CHAN** as authorised representative for **AUSTRALIAN ENERGY MARKET OPERATOR LIMITED**: | )  )  )  )  )  )  )  )  )  )  )  ) | Sign  GROUP MANAGER - MARKET MANAGEMENT, OPERATIONS  By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of AEMO  Date: ….................................................... |

COMPANY LETTERHEAD

Date:

AEMO Settlements

Email: [markets.settlements@aemo.com.au](mailto:markets.settlements@aemo.com.au)

Dear Sir/Madam

Return of Agreement for the Issue of Recipient Created Tax Invoices

Further to ourapplication for registration, please find attached a copy of the signed Agreement for AEMO to issue recipient created tax invoices and for the purposes of subdivision153-B GST Act.

We note that this Agreement may be executed in counterparts. All counterparts when taken together are deemed to constitute one instrument. The counterparts may be executed and delivered by email or other electronic signature by one or more of the parties and the receiving party or parties may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

Yours sincerely

(signed)