

**thank
you for
choosing**

**us. > understanding
your energy
agreement
with us.**

—

Terms and Conditions for Residential
Network Services Agreement.

|

Effective April 2018

Network Services Agreement

Terms and Conditions

Real Utilities Tailors Walk Pty Limited as agent for Frabrica & Baily Owners Corporation

1 Introduction and important information

- 1.1 These are the terms and conditions that apply to the supply of electricity at your Premises on the Embedded Network. Real Utilities Tailors Walk Pty Limited (“Real Utilities”, “we” or “us”) owns the Embedded Network through which energy is supplied to you at the Premises.
- 1.2 We have given you a Registration Form that you have completed which (among other things) specifies you as the customer or “account holder” (“you”). By completing the Registration Form:
 - (a) you agree that you have entered into an agreement (“Agreement”) for the supply of electricity at the Premises on these Terms and Conditions; and
 - (b) you acknowledge and give your consent to these Terms and Conditions, including the credit information consents contained in section 20 below.
- 1.3 The Agreement consists of:
 - (a) the Registration Form;
 - (b) these Terms and Conditions;
 - (c) the Energy Price Fact Sheet; and
 - (d) any addendum or appendix we provide to you from time to time that is stated to form part of this Agreement.
- 1.4 We may appoint an Embedded Network Manager if required under the Electricity Laws. We will let you know if this is done or if there is a change to the Embedded Network Manager during the term of this Agreement and will provide you with the relevant contact details where this is required under the Electricity Laws.
- 1.5 As the owner of the Embedded Network, Real Utilities is exempt from the requirement to be a Registered Network Service Provider. The Owners Corporation is also exempt from this requirement as a person considered under the Electricity Laws to have control of the Embedded Network. Accordingly, neither Real Utilities nor the Owners Corporation are subject to all the obligations of a Registered Network Service Provider. This means that you may not have the same consumer protections as you would if you were being connected directly by a Registered Network Service Provider. However, the exemption that has been granted to Real Utilities and the Owners Corporation is subject to conditions with which we (and our representatives) must comply. The conditions of our exemption can be viewed on our Website and the website of the Australian Energy Regulator at www.aer.gov.au.
- 1.6 The Australian Consumer Law may apply to the connection of your Premises under this Agreement. We and our representatives must comply with the Australian Consumer Law to the extent this is required.

- 1.7 You have the right to choose to purchase electricity from a Retail Provider of your choice. The procedures for you to change Retail Providers are described in section 3 of these Terms and Conditions.
- 1.8 The dispute resolution procedures applying to this Agreement are described in section 19 of these Terms and Conditions. You can also contact EWON (the energy ombudsman in your State) if you have complaints about your supply of electricity under this Agreement.
- 1.9 Information about the applicable tariffs under this Agreement and associated fees and charges is set out in the Energy Price Fact Sheet as updated on our Website from time to time.
- 1.10 Information about energy rebates, concessions and relief schemes as well as flexible payment options is available on our Website. Please contact us if you are experiencing financial difficulty and we may be able to offer you assistance through our Hardship Policy.
- 1.11 Information about Real Utilities and other Real Utilities Group Members, as well as the Real Utilities business and the utility services provided to your Premises can be found on our Website.
- 1.12 Unless you otherwise request, we propose to:
 - (a) send all utility bills and other communications to the email address nominated in the Registration Form; and
 - (b) put in place direct debit payment arrangements for convenience which are described in section 14 of these Terms and Conditions. The bill we send you will also set out alternative payment methods.Please contact us if you would like to discuss alternative arrangements.
- 1.13 In this Agreement, if the day on which something has to be done is not a Business Day, that thing must be done on or by the next Business Day. If this Agreement refers to a period of time, that period of time is to be calculated without including any day that is not a Business Day.
- 1.14 If there is a fault or emergency related to your electricity supply, please contact 1300 16 16 68.
- 1.15 For all other queries in relation to the Embedded Network or to discuss your electricity account with us, Real Utilities can be contacted at:

T: 1300 16 16 68

E: support@realutilities.com.au

2 Your Agreement with Us

- 2.1 This Agreement is for the connection of the Premises to

the Embedded Network. This is separate to the Retail Agreement that applies to the sale of electricity to you at the Premises.

2.2 Under this Agreement:

- (a) we agree to connect the Premises to the Embedded Network and permit the Embedded Network to be used to supply electricity to the Premises (“Network Services”) and to comply with our obligations under Electricity Laws; and
- (b) You agree to:
 - (1) pay the amounts billed by us under this Agreement;
 - (2) provide us with safe and unhindered access to the Premises in accordance with clause 6;
 - (3) not alter, remove, interfere with or otherwise damage any equipment owned by the Owners Corporation or a Real Utilities Group Member (including the Embedded Network or any meters or associated equipment) at the Premises (if any), or allow others to do so;
 - (4) take reasonable steps to minimise risk of loss or damage you suffer in connection with this Agreement;
 - (5) provide us with accurate information (including about your Retail Agreement and any material change to the energy load or usage at the Premises), and update us if information you have provided to us in the Registration Form or under this Agreement has changed; and
 - (6) comply with the law in respect of your use of electricity.

3 Power of Choice

- 3.1 You have the right to choose to purchase electricity under a Retail Agreement with a Retail Provider of your choice. If you change between different Retail Providers, this may require changes to your electricity meter and billing arrangements. It is our responsibility to ensure that your access to a Retail Provider of your choice is not impeded by any network configuration or metering arrangements. We may need to coordinate with your preferred Retail Provider’s Metering Coordinator in relation to any metering changes required.
- 3.2 Subject to clause 3.3, we will help coordinate the collection of the Network Charges with your Retail Provider:
 - (a) if a Real Utilities Group Member is the Retail Provider, by arranging for the Network Charges to be charged under that Retail Agreement and the amounts to be passed on to us (where applicable), in which case you will not be charged those amounts under this Agreement; or
 - (b) if the Retail Provider is any other licensed electricity retailer, by arranging for the Network Charges to be charged under a contract between us and that Retail

Provider where they collect the Network Charges from you and pay them to us, in which case you must provide us with all information and assistance reasonably required by us to ensure that all payments for the Network Charges you make are passed on to us.

3.3 You will be liable to pay us for Network Charges under this Agreement:

- (1) if your Retail Provider does not collect the Network Charges from you under your Retail Agreement or does not pass these amounts to us; or
- (2) if you do not have a Retail Agreement.

3.4 We reserve the right to invoice you directly under this Agreement for the Network Charges at any time by issuing a bill for them, or including them in a bill issued, under clause 13 (except to the extent that doing so would be contrary to any obligations imposed upon us under applicable Electricity Laws). You will not be liable for any Network Charges provided to the Premises for which a previous customer at the Premises is liable.

3.5 If you do not have a Retail Agreement (whether with a Real Utilities Group Member or another Retail Provider) and you consume electricity at the Premises, you agree that such electricity is sold to you by the Real Utilities Retailer on the same terms as the Electricity Sale Agreement and the details set out in the Registration Form until you enter into a Retail Agreement with a different Retail Provider.

3.6 Subject to the Electricity Laws, you may have the right to choose to appoint a metering provider of your choice for the meter relevant to your consumption at the Premises and you (or your Retail Provider) may become liable for additional charges relating to the supply of metering related services. Changing suppliers for metering related services may require changes to your electricity meter arrangements.

3.7 The Embedded Network Manager will be responsible for coordinating your access to other Retail Providers. As at the date these Terms and Conditions have been provided to you, the Embedded Network Manager can be contacted at:

T: [Ausgrid ENM phone details]

E: [Ausgrid ENM email details]

3.8 You should do the following things once you have chosen your preferred Retail Provider:

- (a) advise that Retail Provider that the Premises is connected to the Embedded Network; and
- (b) contact the Embedded Network Manager (if one has been appointed) and give notice of that Retail Provider.

4 Commencement and Termination of the Agreement

4.1 The Agreement will start on the date that we receive a completed Registration Form from you (in person, in

the mail or through our Website) or any earlier time as required under the Electricity Laws.

- 4.2 Unless we agree a different date with you, our obligation to supply you electricity under this Agreement will start on the date on which all of the following conditions have been satisfied:
- (a) you have satisfied the requirements of our sign-up process; and
 - (b) you have paid all applicable connection fees or other charges associated with connecting the Premises to the Embedded Network; and
 - (c) the Premises are connected to the Embedded Network.
- 4.3 If you receive a supply of electricity from us before all of the conditions in clause 4.2 have been satisfied, we will bill you in relation to that supply in your first bill.
- 4.4 Subject to this clause 4, the Agreement will terminate on the earlier of the following dates:
- (a) if your Retail Provider notifies us that the supply of electricity to the Premises is to be Disconnected, on the later of the date:
 - (1) we Disconnect the Premises (even if you have vacated the Premises earlier); or
 - (2) if you do not give safe and unhindered access to the Premises to conduct a final meter reading (where relevant), on the date a final meter reading is carried out;
 - (b) on a date agreed by you and us;
 - (c) other than where clause 4.4(a) applies, at the end of your lease, tenancy agreement or ownership of the Premises;
 - (d) if a different customer starts to receive supply of electricity for the Premises, on the date that customer's network services agreement starts; or
 - (e) when you start receiving the supply of electricity for the Premises under a different network services agreement with us, on the date that agreement starts.
- 4.5 Termination of this Agreement does not affect our rights to collect payments still owing to us under this Agreement. On termination of this Agreement, you must give us safe and unhindered access to the Premises to conduct a final meter reading so that we can prepare a final bill. We may be entitled to claim from you our reasonable costs and expenses arising from your breach of the Agreement, as well as any reasonable fees we charge in relation to that breach.
- 4.6 If you are vacating the Premises, you must give us at least 5 Business Days' written notice of the date on which you intend to vacate the Premises and provide a forwarding address to which a final bill may be sent after we have arranged a final meter read. You may remain responsible for paying Network Charges incurred and any other amounts payable under this Agreement if no notice has been provided to us, no forwarding address is provided or you do not provide access to your meter.

- 4.7 The following provisions of this Agreement will survive termination of this Agreement:
- (a) this clause 4;
 - (b) the provisions about our recovery of Network Charges (clause 3.3 and clause 3.4);
 - (c) the provisions about payment (clause 13 and clause 14);
 - (d) the provisions about access (clause 6);
 - (e) the provisions about our liability (clause 11 and clause 12),
 - (f) the provisions about transfer of this Agreement (clause 17);
 - (g) the provisions about the complaint and disputes procedure (clause 19); and
 - (h) the important information set out in clause 1 and provisions about privacy (clause 20), notices (clause 21), marketing (clause 22) applicable law and application of laws (clause 23), the general provisions (clause 24) and the definitions (clause 25).

5 Network Services

- 5.1 We must provide, install and maintain the Embedded Network in accordance with the Electricity Laws. Our obligations extend up to the connection point where electricity is to be supplied to the Premises (as defined by us) and not beyond.
- 5.2 You can request for a new connection to the Embedded Network or to increase the capacity of an existing connection at the Premises by making an application to us in writing. You must enter into any agreement reasonably required by us and comply with any conditions we impose or any notices we give you in relation to this. We will not withhold approval or impose conditions for a new connection to the Embedded Network or to change an existing connection in circumstances that contravene the Electricity Laws. You must let us know in writing if you no longer want to maintain these connections.

6 Access to the Premises

- 6.1 You agree to provide us with safe and unhindered access to the Premises:
- (a) if we need to install, inspect, maintain, replace, test, alter or repair any equipment required for the supply of electricity, for example your meter;
 - (b) if we need to connect, Disconnect or reconnect the supply of electricity at the Premises;
 - (c) to perform services requested by you or your Retail Provider; and
 - (d) where you are otherwise required to do so under the Electricity Laws or in any other circumstances we are otherwise entitled or required to have access to the Premises under the Electricity Laws or any other applicable law.
- 6.2 We will comply with the requirements under the Electricity

Laws if we or our representatives seek access to the Premises under this clause 6.

- 6.3 You must tell us promptly if you are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services at the Premises if you are required to do so under the Electricity Laws.

7 Wrongful and illegal use of electricity

- 7.1 You must not, and must take reasonable steps to ensure that others do not:

- (a) illegally use electricity supplied to the Premises; or
- (b) interfere or allow interference with any of the equipment owned by the Owners Corporation or Real Utilities at the Premises (including meters and associated equipment), except as may be permitted by law;
- (c) use the electricity supplied to the Premises or any electricity equipment in a manner that:
 - (1) unreasonably interferes with the connection or supply of electricity to another customer; or
 - (2) causes damage or interference to any third party; or
- (d) use the Network Services provided by us in a way that is not permitted by law or this Agreement; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

- 7.2 If you do not comply with clause 7.1, we may, in accordance with the Electricity Laws take any or all of the following actions:

- (a) estimate the amount of electricity obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate Disconnection of the Premises.

8 Interruptions to supply

- 8.1 We do not sell electricity to you under this Agreement. Your Retail Provider is responsible for selling electricity to you at the Premises under the Retail Agreement, through the Embedded Network.

- 8.2 In addition to the interruptions under clause 11, there may be interruptions to the supply of electricity where permitted under the Electricity Laws or any other applicable law or as otherwise required by your Retail Provider, the local area Registered Network Service Provider or a relevant authority. Interruptions may occur at any time in circumstances including:

- (a) for the purpose of maintaining the safe and efficient operation of the Embedded Network or any equipment related to the Embedded Network (including metering equipment);
- (b) for the installation of a new connection to or a connection alteration for another customer or to restore supply to another customer;
- (c) where the external distribution network or Embedded Network poses an immediate threat of injury or material damage to any person, any property or the external distribution network or Embedded Network;
- (d) for health or safety reasons or in an Emergency; or
- (e) to shed demand for electricity because the total demand at the relevant time exceeds the total supply available.

9 Disconnection and Reconnection

- 9.1 Subject to clause 9.3, we may Disconnect the Premises if:

- (a) your Retail Provider notifies us that it has a right to arrange for Disconnection under its Retail Agreement with you and requests us to Disconnect the Premises;
- (b) you use electricity supplied to the Premises wrongfully or illegally in breach of clause 7.1;
- (c) you have requested Disconnection;
- (d) the Agreement has been terminated;
- (e) continuity of supply of electricity to the Premises would be unsafe;
- (f) in the event of an Emergency;
- (g) your lease or tenancy agreement has ended and/or you are vacating the Premises;
- (h) you do not provide us or our representatives with safe access to the Premises so that we can comply with our obligations under the Electricity Laws or otherwise for purposes permitted under the Electricity Laws;
- (i) you no longer have a Retail Agreement for the Premises;
- (j) you have not paid a bill by the pay-by date, and have not agreed to a payment plan, or having agreed to a payment plan has failed to adhere to the terms of the payment plan, and:
 - (1) following non-payment by the pay-by date, we have given you a reminder notice requesting payment and have offered you more flexible payment terms;
 - (2) following non-payment by the date specified in the reminder notice or the establishment of more flexible payment terms, we have given you a disconnection warning and have, after issuing the disconnection warning notice, done our best to contact you; and
 - (3) you have refused or failed to take any reasonable action towards settling the debt by the date specified in the disconnection warning notice; or

(k) we are otherwise entitled or required to Disconnect the Premises under the Electricity Laws or any other applicable law or at the direction of a relevant authority.

9.2 Despite any other provision of this Agreement, we will not Disconnect your Premises without making arrangements for the safety of a Life Support Customer.

9.3 Subject to clause 9.4, we cannot Disconnect the Premises:

- (a) where a person residing there requires Life Support Equipment that depends on electricity for its operation;
- (b) where the Disconnection is undertaken under clause 9.1(j), during an extreme weather event;
- (c) where you have made an application (or an application has been made on your behalf) for assistance under any government funded energy relief scheme and a decision on the application has not been made;
- (d) where you have made a complaint to us or EWON or other relevant external dispute resolution body directly related to the proposed reason for Disconnection and the complaint remains unresolved; or
- (e) if the amount outstanding is of a kind or is below a minimum amount for Disconnection to be permitted in your State;
- (f) where we are otherwise required to not Disconnect the Premises under the Electricity Laws or any other applicable law; or
- (g) during the period:
 - (1) before 8.00am or after 3:00pm on Business Days,
 - (2) on Fridays or the day before a public holiday;
 - (3) a weekend or a public holiday; or
- (4) the days between 20 December and 31 December (inclusive) in any year.

A public holiday includes a day that is observed as a local public holiday in the area in which the Premises are located, or the whole of the State in which the Premises are located.

9.4 The restrictions in clause 9.3 do not apply if:

- (a) the Premises is not occupied; or
- (b) Disconnection of the Premises is undertaken under clause 9.1(c) or clause 9.1(d); or
- (c) Disconnection of the Premises is undertaken under clause 9.1(e) or clause 9.1(f);
- (d) Disconnection of the Premises is undertaken under clause 9.1(b), except that the restriction in clause 9.3(a) does apply in this circumstance; or
- (e) Disconnection of the Embedded Network or the Premises is undertaken by the local area Registered Network Service Provider or otherwise at the direction of a relevant authority (including under clause 9.1(f) or clause 9.1(h)).

9.5 If the Premises has been Disconnected under clause 9.1(e), clause 9.1(f) or clause 9.1(h) where our entitlement or obligation to Disconnect the Premises was not because of your fault or unlawful act or omission, we will arrange for reconnection of the Premises as soon as practicable.

9.6 If the Premises has been Disconnected for any other reason and you have made a request for reconnection, we will arrange for reconnection of the Premises in accordance with this clause 9.6 provided that:

- (a) your request for reconnection is made 10 Business Days after the Disconnection, or as soon as the matter that led to the Disconnection of the Premises has been rectified; and
- (b) you have paid any reconnection charges; and
- (c) if you still have outstanding amounts owed under your electricity account with us, you agree to enter into a payment plan,

in which case then we will reconnect the Premises as soon as practicable, and no later than 2 Business Days from when the request is made. We will arrange with the local area Registered Network Service Provider to reconnect the Premises if required.

10 Metering

10.1 Subject to clause 3.6 and 13.4, we will arrange for the installation, periodic testing and maintenance of the meters at the Premises in accordance with the Electricity Laws.

10.2 Subject to clause 3.5, we will do our best to arrange for the meter or meters at the Premises to be read at appropriate intervals consistent with the requirements under the Electricity Laws. We may require you to pay a meter read fee if you request a physical read of the meter or we are otherwise entitled to do so under the Electricity Laws. By completing the Registration Form, you acknowledge and agree that you have provided your consent for us to charge you meter read fees more than once per month in response to a request you make under this Agreement for more flexible payment arrangements. This consent will remain in place until you give us notice at any time that this consent is withdrawn.

10.3 Subject to clause 3.5, each party must notify the other party as soon as possible if it suspects that a meter at the Premises is or may be defective, damaged or operating inaccurately.

10.4 You authorise us to access or receive Metering Data, or to provide Metering Data and any other information related to, in connection with or in respect of the meter installed and maintained for the purpose of measuring consumption at the Premises:

- (a) to the local area Registered Network Service Provider, the Owners Corporation, Embedded Network Manager, your Retail Provider and any counterparty of agreements a Real Utilities Group Member enters into to manage any arrangements in supplying electricity to you (including in relation to metering related services) and their representatives, agents or sub-contractors;

- (b) for the purpose of meeting obligations in relation to greenhouse gas reporting; and
- (c) in respect of general Metering Data concerning the general electricity usage by post code (but excluding any information relating to names or address or other identifying features), for internal analyses of usage patterns by the Real Utilities Group.

11 Supply of Electricity

- 11.1 The supply of electricity to the Embedded Network is the responsibility of the local area Registered Network Service Provider and we cannot control the quality, voltage, frequency or security of the electricity supply delivered to and on the Embedded Network. The supply of electricity to and on the Embedded Network may be subject to variations in voltage and frequency and may contain voltage surges and dips, including as a result of accidents, emergencies, weather conditions, vandalism, system demand and the actions of the local area Registered Network Service Provider. Except to the extent required by law, we do not guarantee the quality, voltage, frequency or security of the electricity supply, and we make no representation to you about the conditions or suitability of the electricity supplied under this Agreement, its quality, fitness for purpose or safety.
- 11.2 The local area Registered Network Service Provider may or direct that we must Disconnect, interrupt or reduce the supply of electricity to the Embedded Network or Premises. To the extent permitted by law, you release us from any liability for such Disconnection, interruption or reduction in the supply of electricity or any variation in the voltage and frequency of the supply.
- 11.3 The Retail Provider may Disconnect, interrupt or reduce the supply of electricity to the Premises or otherwise arrange for an interruption as permitted under the Electricity Laws. To the extent permitted by law, you release us from any liability for the Retail Provider discontinuing the sale of electricity to you under or in connection with a Retail Agreement.
- 11.4 Other than for failure to comply with a Consumer Guarantee, to the extent permitted by law, we will not be liable for any loss, damage or expense (including loss of profit, loss of revenue or loss of commercial opportunity) that you may suffer, arising out of or in relation to the sale or supply (or failure to supply or the defective supply) of electricity to you.
- 11.5 If the supply of electricity to the Premises will be affected, we will do our best to give you prior notice of a proposed interruption if this is practicable. We will do our best to restore the supply of electricity to the Premises as soon as possible.
- 11.6 If a Real Utilities Group Member owns the Embedded Network, then other than for failure to comply with a Consumer Guarantee, to the extent permitted by law:
- (a) we are not liable to you or any other person for any loss or damage suffered as a result of the total or partial failure to supply electricity or the defective supply of electricity;

- (b) we are not liable for any indirect, special or consequential losses suffered by you or any other person as a result of any partial or total failure to supply electricity or the defective supply of electricity.

12 Our Liability

- 12.1 We agree to supply electricity to you on the terms of this Agreement and in accordance with the non-excludable warranties under the Australian Consumer Law, including Consumer Guarantees. Our liability to you in connection with the supply of electricity is limited to the maximum extent permitted by the Australian Consumer Law.
- 12.2 In relation to the supply of electricity other than for personal, domestic or household use or consumption, our liability is limited to the resupply of the electricity or the cost of the supply of equivalent electricity by another entity, unless it would not be fair and reasonable for us to rely on this limitation. In the case of supply of goods other than electricity or of supply of services, other than for personal, domestic or household use or consumption, our liability is limited to the resupply of the goods or services or the payment of the cost of having the goods or services resupplied, unless you establish that it would not be fair and reasonable for us to rely on this limitation.
- 12.3 We will not be liable to you and any third party for any indirect, special or consequential loss or damage suffered or incurred by you or by third parties, and the amount of our liability will be reduced to the extent that the event giving rise to the liability has been caused or contributed to by you or a third party, except to the extent we cannot exclude or reduce such liability at law.

13 Charges and Payment

- 13.1 The Network Charges payable by you under the Agreement are set out in the Energy Price Fact Sheet. You can also find updates about our pricing, fees and other charges on our Website.
- 13.2 The Network Charges in your bill will be based on your consumption of electricity. We will determine your electricity consumption using Metering Data or an estimation where that is permitted under the Electricity Laws. If an estimation is used to prepare a bill and Metering Data then becomes available, subsequent bills will be adjusted to account for the difference between the estimated and measured electricity consumption. If you ask for a bill to be adjusted where a meter reading could not be conducted due to your failure to give us access, we may charge you a fee to do so.
- 13.3 Please contact us if you believe there are any issues with a bill, or if you would like us to review your bill. Our contact details (including for billing related queries) are available on our Website. If you have a complaint or wish to dispute a bill, we will respond in accordance with the standard complaints procedures as described in clause 19.
- 13.4 You have the right to make a written request for a meter test or a check of the meter reading or metering data ("Meter Test") in the event of a billing dispute. We may ask

you to pay the cost of the Meter Test in advance, and will reimburse you for this cost if the meter reading or meter data proves to be faulty or incorrect.

- 13.5 If you dispute your bill, while your bill is being reviewed, you will need to pay any amount we ask you to (in accordance with the Electricity Laws and the Australian Consumer Law) for the relevant bill and any future bills by the applicable pay-by date. If the review finds the bill is correct, we are entitled to recover any unpaid amount. If the review finds the bill is incorrect, we will correct the bill under review. Any amounts paid in relation to an incorrect bill in excess of the amount showing on the corrected bill will either be refunded to you or otherwise credited to your next bill.
- 13.6 If you have been undercharged, we are entitled to recover the undercharged amount in instalments in accordance with the Electricity Laws. If the undercharging was not because of your fault or your unlawful act or omission, you will only have to pay us any amounts that should have been charged in the 9 months before we notify you of the undercharge. In all other cases, we will recover all amounts undercharged. We will not charge you interest on the undercharged amount.
- 13.7 If we discover we have overcharged you, we will notify you of the overcharging, and repay you by either crediting or refunding the overcharged amount to you in accordance with the Electricity Laws. You may be entitled to request an immediate refund of overcharged amounts in some circumstances. If the overcharging was because of your fault or unlawful act or omission, we will only refund to you or credit to your next bill any amount that was overcharged in the 12 months before the date we discovered the overcharging. No interest is payable on any overcharged amount.
- 13.8 You must pay the Network Charges as specified in your bills. Billing will be monthly unless otherwise agreed. You must pay each bill in full by the pay-by date specified in the bill, using one of the payment methods provided in the bill. If you pay by a credit card and we incur a merchant service fee, a credit card surcharge may apply as set out in the Energy Price Fact Sheet.
- 13.9 In addition to the Network Charges for electricity consumption, additional charges that you may be required to pay include connection, disconnection or reconnection fees, special meter read, initial meter read, final meter read, meter testing, late payment fees, any fees we incur if your payment is dishonoured or reversed and our reasonable administrative and processing costs in relation to such payment dishonouring or reversal, any other amounts referred to in this Agreement and any other fees set out on our Website ("Additional Charges"). Any Additional Charges payable by you will be set out in your bill. Details of our Additional Charges are set out on the Energy Price Fact Sheet and our Website.
- 13.10 You will not be charged Network Charges or Additional Charges that are higher than the comparable tariffs that would be charged by the local area Registered Network Service Provider, had you obtained supply of electricity to your Premises directly from that Registered Network

Service Provider and been charged for such service by that local Registered Network Service Provider in the same circumstances (in the case of Network Charges) or subject to a standard distribution connection contract (in the case of any Additional Charges).

- 13.11 We may vary the Network Charges and the Additional Charges by giving you notice at any time. This notice may be included as a statement in your bill. We will notify you of any change in tariff as soon as practicable, and no later than your next bill after the variation. The Energy Price Fact Sheet will also be updated from time to time to show any variation in the Network Charges and the Additional Charges. These variations will form part of this Agreement from the date the notice is taken to have been received by you.
- 13.12 Any variation to the Network Charges and the Additional Charges must be fair and reasonable. To the extent permitted by law, any variation of the Network Charges must reflect any increases in relation to any of the following: distribution network charges, regulated charges or tariffs, taxes, regulatory requirements and regulatory compliance requirements, any energy efficiency scheme, carbon trading scheme or carbon tax, metering charges, loss factors, charges resulting from the operation of the National Electricity Market or any other regulatory requirements.
- 13.13 Amounts payable under this Agreement may be stated to be exclusive or inclusive of GST. Where an amount is not stated to include GST and is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

14 Direct Debit

- 14.1 So that you can avoid late payment fees, we offer a direct debit payment method as well as our other payment methods. As part of our sign-up process, we request all residential customers to provide direct debit details as their method of payment.
- 14.2 Unless we have put in place separate arrangements, you acknowledge and agree that you have provided your consent to enter into a direct debit payment arrangement in respect of this Agreement by completing the Registration Form. This consent will remain in place unless you indicated otherwise on the Registration Form or until you give us notice at any time that you prefer not to pay bills by direct debit. If this is the case, we can put in place alternative payment methods for you to pay your bills under this Agreement.
- 14.3 The direct debit terms and conditions are as follows:
- You authorise us to arrange for funds to be debited from your nominated bank account or credit card (as specified in the Registration Form) as prescribed through the Bulk Clearing System.
 - You authorise us to verify the details of your nominated bank account with your financial institution to ensure they are correct.
 - You agree that automatic payments will be deducted

for the amount on the bill issued including any overdue amounts.

- (d) The funds will be debited on the date your bill becomes due.
- (e) If a direct debit is refused by your financial institution or otherwise returned not fully paid, you agree that:
 - (1) we may charge you for any fees we incur if your payment is dishonoured or reversed and our reasonable administrative and processing costs in relation to such payment dishonouring or reversal; and
 - (2) if this occurs over two consecutive billing periods, your direct debit arrangement may be cancelled, in which case we will notify you and you must arrange for an alternative payment method.
- (f) If you have cancelled the payment request through your bank, you need to notify us and arrange for an alternative payment method.

15 Life support customers

- 15.1 You must notify us if a person residing at the Premises requires Life Support Equipment by providing us with confirmation from a registered medical practitioner. You must keep us updated if the Life Support Equipment is no longer required at the Premises.
- 15.2 You consent to us using and disclosing information disclosed under clause 15.1 for purposes connected with the provision of electricity services to the Premises and otherwise complying with our regulatory obligations regarding Life Support Equipment. Before you provide us with health information about another person, you must first get their consent to us collecting, using and disclosing that information for the purposes described in this section 15.1.
- 15.3 If you give us notice under clause 15.1, you will be a "Life Support Customer" for the purposes of this Agreement and we will comply with any information and notice requirements or other obligations relating to Life Support Customers under the Electricity Laws.

16 Security Deposits

- 16.1 At the time the Agreement is entered into, we may require you to provide us with a Security Deposit in a form acceptable to us and for the amount we request.
- 16.2 If you have provided a Security Deposit, we may use the Security Deposit and any interest earned on the Security Deposit to offset any amount you owe under this Agreement. We will refund the balance of the Security Deposit to you on termination of the Agreement once all outstanding amounts due to us have been paid in accordance with the Electricity Laws.

17 Transfer of the Agreement

- 17.1 You may transfer the Agreement to another person but

only if we agree in writing. We will not unreasonably refuse a request from you to transfer the Agreement and will do our best to accommodate any such request.

- 17.2 By entering into the Agreement, you give your consent for us to transfer, novate or assign the Agreement or transfer you as a customer to any Real Utilities Group Member or as part of the transfer to the same third party of all or substantially all of a Real Utilities Group Member's Embedded Network business segments to the extent this is permitted by law. We will provide you with advance notice of any such transfer, novation or assignment, and you acknowledge and agree that you will take all reasonable steps and sign any documents on our request that is required to effect such transfer, novation or assignment. We may transfer, novate or assign this Agreement or otherwise transfer you as a customer to any other third party with your consent.

18 Force Majeure Event

- 18.1 If a Force Majeure Event prevents us or you from carrying out any obligation under the Agreement, other than an obligation to pay money, the affected obligation will be suspended to the extent to which they are affected by the Force Majeure Event for as long as the Force Majeure Event continues.

19 Complaints and Disputes

- 19.1 You will find a complaints and feedback section on our Website. You are encouraged to contact us in relation to any queries, complaints or disputes concerning the supply of electricity under the Agreement, and we will handle these in accordance with our Complaints Policy.
- 19.2 Even if you raise a complaint or dispute, we will continue to comply with our obligations under this Agreement. You must continue to pay the amounts billed under this Agreement during this time or as required under clause 13.5.
- 19.3 If you are not satisfied with our response in relation to any complaint or dispute, you can also contact EWON to lodge a complaint or for free independent information and advice. EWON's website is www.ewon.com.au and it has a hotline on 1800 246 545.

20 Privacy Act Notice and Credit Information Consent

- 20.1 We will comply with all applicable privacy laws in relation to your personal information. You can find our Privacy Policy on our Website. If you have any questions, please contact our Privacy Officer.
- 20.2 We may collect relevant personal information about you in connection with this Agreement. You consent to us collecting, using and disclosing that information in accordance with this Agreement and our Privacy Policy. You also consent to us disclosing that information (including this Agreement itself) to the Owners Corporation and any counterparty of agreements that a

Real Utilities Group Member (or its agents) enters into to manage any arrangements in supplying electricity to you (including in relation to metering related services) and their representatives, agents or sub-contractors. Real Utilities may also disclose this information to any Real Utilities Group Member for any reason.

20.3 You hereby consent to us:

- (a) exchanging your personal information with a credit reporting body to obtain a consumer credit report about you or to allow the credit reporting body to create or maintain a credit information file containing information about you; and
- (b) collecting credit information about you from other legally permissible sources, for purposes related to determining your eligibility to receive (or continue receiving) Network Services from us.

20.4 You also hereby consent to us using your personal information and credit information and exchanging it with any Real Utilities Group Member (or its agents), as well as any credit reporting bodies and credit providers for the purpose of:

- (a) assessing your application(s) for credit;
- (b) notifying other credit providers of payment defaults;
- (c) exchanging information about your credit status if you are in default with us or another credit provider;
- (d) assessing your credit worthiness at any time during or after the life of your credit arrangement;
- (e) resolving disputes and errors; and
- (f) any other purpose authorised by law.

21 Notices

21.1 Notices and bills under this Agreement must be sent in writing, including by email, unless specified otherwise.

21.2 A notice or bill sent under this Agreement is taken to have been received by you or by us (as relevant):

- (a) on the date it is handed to the party, by leaving it at the Premises (in your case) or at our registered office (in our case); or
- (b) on the date 2 Business Days after it is posted; or
- (c) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.

21.3 Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

22 Marketing

22.1 From time to time, a Real Utilities Group Member (or its agents) may contact you to provide information about our products and services even after this Agreement has ended. If you do not want to receive this information from us, please let us know by contacting us on 1300 16 16 68.

22.2 Unless you tell us you do not want us to do so, we will continue providing this information to you so long as we are permitted to send you this information under applicable laws or you have otherwise provided your consent to receive this information.

23 Applicable laws and Application of laws

23.1 The Agreement is governed by the laws of the State in which the Premises is located.

23.2 If any amendments to the Agreement are, in our opinion, reasonably required due to a change in applicable laws, then we may make such amendments. If such amendments are reasonably likely to be adverse to you, we will notify you prior to making such amendments and they will only take effect from the date the nature of the amendments are communicated to you. You may end this Agreement if the variation is not acceptable to you by giving us notice.

23.3 Certain provisions of Electricity Laws, for example the Electricity Supply Act 1995 (NSW) and Electricity Supply (General) Regulation 2001 (NSW), may be deemed to apply to the supply under this Agreement as a condition of the exemptions granted to the Owners Corporation and Real Utilities from the requirement to be a Registered Network Service Provider. Except in those cases, to the extent permitted by law, this Agreement prevails to the extent it is inconsistent with any law.

23.4 Any present or future legislation which operates to vary the obligations of a party in connection with this Agreement with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

24 General Provisions

24.1 Some of our obligations under this Agreement may be carried out by another person, however we remain liable to you for any failures to comply with those obligations.

24.2 The Agreement represents the entire agreement between you and us and supersedes all prior arrangements or understandings between you and us in connection with the supply of electricity at the Premises.

24.3 If any term or clause of the Agreement is or becomes invalid or unenforceable, then the other terms remain valid and unaffected and will continue for the duration of the Agreement.

24.4 If we do not exercise or enforce any right or power under the Agreement, that failure will not amount to a waiver of that right or power. Any delay in doing so will also not amount to a waiver of that right or power.

24.5 Subject to clause 23.2, we may vary this Agreement by giving you at least 20 Business Days' written notice of the variation. If the variation is not acceptable to you, you may terminate this Agreement by giving us notice. The Agreement will be varied by agreement between us if

you have accepted that variation by not terminating this Agreement in the 20 Business Day period immediately following the date the notice is taken to have been received by you. Other than as provided in this Agreement, no variation of the provisions of the Agreement may be inferred from a course of conduct.

25 Definitions and interpretation

25.1 The meanings of certain terms used and not otherwise defined elsewhere in these Terms and Conditions are given below:

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Authorised Retailer means a person that is authorised to sell electricity to customers.

Business Day means any day that is not a Saturday or Sunday or a public holiday in the area in which the Premises is located or the whole of the State in which the Premises is located.

Complaints Policy means the 'Energy Complaints Policy' that is applicable to Real Utilities and published on our Website as amended and varied from time to time.

Consumer Guarantee means a consumer guarantee applicable to this contract under the Australian Consumer Law, including any express warranty as defined in section 2(1) of the Australian Consumer Law.

Disconnection means an action to prevent the flow of energy to the Premises, but does not include an interruption (including any Planned Interruptions or Unplanned Interruptions).

Electricity Laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules, insofar as they apply to this Agreement, and includes the conditions applying to the exemption from the requirement to be a Registered Network Service Provider granted to us and the Owners Corporation.

Electricity Sale Agreement means the standard agreement offered by the Real Utilities Retailer for the sale of electricity through the Embedded Network published on our Website as amended and varied from time to time

Embedded Network means the private electricity network that enables the supply of electricity to the Premises.

Embedded Network Manager means the person appointed to manage the Embedded Network under the Electricity Laws

Emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the Embedded Network, or that destroys or damages, or threatens to destroy or damage, any property

Energy Price Fact Sheet means the 'Energy Price Fact Sheet' in relation to Network Charges pricing and other fees and charges payable under this Agreement provided alongside these Terms and Conditions, or any relevant pricing or other document published on our Website as amended and varied from time to time

EWON means Energy and Water Ombudsman NSW.

Force Majeure Event means an event outside the control of a party, and may include a failure or fluctuation in any electrical power supply, failure of air-conditioning or humidity control, electromagnetic interference, cable cut, fire, storm, flood, earthquake, accident, war, labour dispute (other than a dispute solely between that person and its own staff or staff under its control), materials or labour shortage, the change or introduction of any law or regulation or an act or omission, failure or delay of any third party or any failure of any equipment owned or operated by any third party.

Governmental Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, government Minister, agency or entity in any part of the world.

GST has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth)

Hardship Policy means the 'Customer Hardship Policy' that is applicable to Real Utilities and published on our Website as amended and varied from time to time.

Metering Coordinator means a person that is registered as a 'Metering Coordinator' with the Australian Energy Market Operator in accordance with the NER.

Life Support Equipment means:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a kidney dialysis machine;
- (d) a chronic positive airways pressure respirator;
- (e) crigler najjar syndrome phototherapy equipment;
- (f) a ventilator for life support; and
- (g) in relation to a particular customer, any other equipment that a registered medical practitioner certifies is required for a person residing at the Premises for life support;

Metering Data means information obtained from a meter installed and maintained for the purpose of measuring the consumption of electricity at the Premises.

Network Charge means any tariff or charge that we are permitted to charge under the Electricity Laws or any other applicable law in connection with the transportation of electricity to the Premises.

Owners Corporation means the body corporate for the strata scheme in respect of the Premises

Premises means the premises as specified in the Registration Form as the 'supply address'.

Privacy Policy means the 'Privacy Policy' that is applicable to Real Utilities and published on our Website as amended and varied from time to time

Real Utilities Group means Real Utilities and each of its related bodies corporate and **Real Utilities Group Member** means any member of the Real Utilities Group.

Real Utilities Retailer means the Real Utilities Group Member that is an Authorised Retailer, which as at the date of this Agreement is Real Utilities Pty Limited.

Registered Network Service Provider means a person that is registered as a 'Distribution Network Service Provider' with the Australian Energy Market Operator in accordance with the Electricity Laws.

Registration Form means:

- 1 a paper form entitled 'Residential Customer Application Form'; or
 - 2 an on-line Application Form as accessed from our Website or any other website notified to you from time to time.
- related body corporate has the meaning given the Corporations Act 2001 (Cth)

Retail Agreement means an agreement for the sale of electricity to you at the Premises through the Embedded Network.

Retail Provider means an Authorised Retailer or other licensed electricity retailer that you enter into a Retail Agreement with for the sale of electricity to the Premises.

Security Deposit means an amount of money paid to us as security against non-payment of a bill, as specified in the Registration Form (if any).

Terms and Conditions means clauses 1 to 25 of this document

Website means the website for Real Utilities, which as at the date of this Agreement is www.realutilities.com.au

25.2 In these Terms and Conditions, headings and boldings are for convenience only and do not affect the interpretation of this Agreement and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (c) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency;
- (d) a reference to any thing (including, but not limited to, any right) includes a part of that thing;
- (e) a reference to a clause or party is a reference to a clause of, and a party to this Agreement;
- (f) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or by laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (g) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;

- (h) a reference to a party to any document includes that party's successors and permitted assigns;
- (i) a reference to an agreement other than this Agreement includes an undertaking, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (j) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated without including that day;
- (k) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (l) a reference to time is to local time in the State in which the Premises is located;
- (m) a reference to a month is to be interpreted as a calendar month;
- (n) specifying anything in this Agreement after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included; and
- (o) no provision of this Agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this Agreement or that provision.