

**thank
you for
choosing**

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



Terms and Conditions for
Electricity Sale Agreement.
Real Utilities Tailors Walk Pty
Limited as agent for Magnolia
Owners Corporation.



Effective December 2017

Electricity Sale Agreement

Terms and Conditions

Real Utilities Tailors Walk Pty Limited as agent for Magnolia Owners Corporation

1 Introduction and important information

- 1.1 These are the terms and conditions that apply to the sale of electricity at your Premises on the Embedded Network. The Magnolia Owners Corporation is the party who sells energy to you at the Premises.
- 1.2 Real Utilities Tailors Walk Pty Limited (“Real Utilities”, “we” or “us”) has been appointed by the Magnolia Owners Corporation to act as its agent as the operator of the Embedded Network and in managing Magnolia Owners Corporation’s selling of electricity within the Embedded Network. All references to “Real Utilities”, “we” or “us” in this Agreement are references to Real Utilities in its capacity as the appointed agent for and on behalf of the Magnolia Owners Corporation in respect of its electricity retailing activities at the Premises unless otherwise specified or the context requires otherwise.
- 1.3 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, you agree:
 - (a) to enter into an agreement for the sale of electricity (“Agreement”) on these Terms and Conditions; and
 - (b) with these Terms and Conditions, including the credit information consents contained in section 18 below.
- 1.4 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.
- 1.5 We may appoint an Embedded Network Manager if this becomes 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.
- 1.6 As the seller of electricity within the Embedded Network, Magnolia Owners Corporation is exempt from the requirement to be an Authorised Retailer and it is not subject to all the obligations of an Authorised Retailer. This means that you may not have the same consumer protections as you would if you were purchasing electricity directly from an Authorised Retailer. However, Magnolia Owners Corporation’s exemption is subject to conditions, which can be viewed on the Website and the website of the Australian Energy Regulator at www.aer.gov.au. In time, Real Utilities or its related body corporate may become an Authorised Retailer. If this occurs, Magnolia Owners Corporation will transfer this Agreement to Real Utilities or its related body corporate as contemplated by clause 14.2. The Australian Consumer Law also applies to sales under this Agreement. We and our representatives must comply with the conditions of Magnolia Owners Corporation’s exemption as well as the Australian Consumer Law.
- 1.7 You have the right to choose to purchase electricity from an Authorised Retailer of your choice. The procedures for you to change to an Authorised Retailer of your choice are described in section 3 of these Terms and Conditions.
- 1.8 Information about Real Utilities and its parent company Real Utilities Pty Ltd, its business, the Embedded Network and the utility services provided to your premises can be found on the Website.
- 1.9 You have a right to cancel this Agreement within 10 Business Days starting on the day after you entered this Agreement (“Cooling-Off Period”). To cancel this Agreement during the Cooling-Off Period, you can call us on 1300 16 16 68 or complete the cancellation notice available on the Website. If you cancel this Agreement during the Cooling-Off Period, you will only need to pay charges for the electricity you consumed before you cancelled the Agreement and you must enter into a contract for the sale of electricity with an Authorised Retailer or other licensed electricity retailer.
- 1.10 The dispute resolution procedures applying to this Agreement are described in section 16 of these Terms and Conditions. You can also contact EWON if you have complaints about your sale of electricity under this Agreement.
- 1.11 You may be eligible for energy rebates, concessions and relief schemes. Relevant information is available on the Website.
- 1.12 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 the Website from time to time.
- 1.13 Information about flexible payment options is available on the Website. Please contact us if you are experiencing financial difficulty.
- 1.14 We propose to send utility bills to the email address you provided in the Registration Form. As set out in the Registration Form, we propose a direct debit payment arrangement for convenience, however the bill we send you will set out alternative payment methods. Please contact us if you would like to discuss alternative arrangements for receiving or paying your bill other than by direct debit. More information about the direct debit

arrangements is described in section 11 of these Terms and Conditions.

- 1.15 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.
- 1.16 If there is a fault or emergency related to your electricity supply, please contact:
1300 16 16 68.

2 Your Agreement with Us

- 2.1 This Agreement is for the sale of electricity to you at the Premises through the Embedded Network. This is separate to the Network Agreement that applies to the connection of your Premises to the Embedded Network.
- 2.2 Under this Agreement:
- (a) we agree to sell you electricity at the Premises and to comply with our obligations under Electricity Laws, including the conditions of Magnolia Owners Corporation's exemption; 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 Magnolia Owners Corporation or Real Utilities (including 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 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 from an Authorised Retailer of your choice. Changing suppliers may require changes to your electricity meter and billing arrangements. It is our responsibility to ensure that your access to an Authorised Retailer of your choice is not impeded by any network configuration or metering arrangements. We may need to coordinate with your preferred Authorised Retailer's Metering Coordinator in relation to any metering changes required.
- 3.2 If you enter into a contract with an Authorised Retailer for the sale of electricity, we may still need to charge

you for Network Charges as a customer being physically supplied electricity through the Embedded Network under the Electricity Laws subject to clause 13.8 of the Network Agreement.

- 3.3 The collection of the Network Charges may be done under a contract between us and your new Authorised Retailer or, if that cannot be arranged, you will pay us those amounts under the Network Agreement. You must provide us with all information and assistance reasonably required by us to ensure that all payments for the Network Charges you make to the relevant Authorised Retailer are passed on to us.
- 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 10 (except to the extent that doing so would be contrary to any obligations imposed upon us under applicable Electricity Laws). You will be liable to pay us for all Network Charges included in any bill issued under clause 10. You will not be liable for any Network Charges provided to the Premises for which a previous customer at the Premises is liable. If you pay the Network Charges to us under this Agreement, you will not be charged those amounts under the Network Agreement.
- 3.5 If meters in the Embedded Network are or become subject to metering contestability then, 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 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.
- 3.6 The Embedded Network Manager (if appointed) will be responsible for coordinating your access to other Authorised Retailers. If an Embedded Network Manager has not yet been appointed, Real Utilities can be contacted in its capacity as the agent of the Embedded Network operator at:
T: 1300 16 16 68
E: support@realutilities.com.au.
- 3.7 If you choose to purchase electricity from an Authorised Retailer, you should:
- (a) advise that Authorised Retailer that the Premises is connected to the Embedded Network; and
 - (b) contact us (or, if one is appointed, the Embedded Network Manager) and give notice of that Authorised Retailer.

4 Commencement and Termination of the Agreement

- 4.1 The Agreement will start when we notify you that we have satisfied the requirements of our sign-up process. If you receive electricity from us before the completion of that process, we will bill you for that consumption in your first bill.

4.2 Subject to this clause 4, the Agreement will terminate on the earlier of the following dates:

- (a) when you request termination during the Cooling-Off Period referred to in clause 1.9;
- (b) on a date agreed by you and us;
- (c) 5 Business Days from the date when you give us a termination notice, unless a different time is agreed between us;
- (d) at the end of your lease, tenancy agreement or ownership of the Premises;
- (e) when a different customer starts to receive electricity for the Premises;
- (f) when you start receiving electricity from an Authorised Retailer or other licensed electricity retailer; or
- (g) 10 Business Days after the date when the Premises is Disconnected where conditions for reconnection (as described in clause 5.1(f) or any other conditions notified to you) have been set by us, and these conditions have not been met.

4.3 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. Where the Agreement is terminated under clause 4.2(g), we will 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.

4.4 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 Charges (including the Network Charges component) 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.

4.5 Following termination of this Agreement (other than under clause 4.2(d)) we may continue to sell you electricity on the same terms as these Terms and Conditions until we enter into a new agreement (whether with you or someone else) or you transfer your Premises to an Authorised Retailer or other licensed electricity retailer.

4.6 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 3.2 and clause 3.3);
- (c) the provisions about payment (clause 10 and clause 11);
- (d) the provisions about access (clause 6);
- (e) the provisions about our liability (clause 8, clause 9 and clause 17),
- (f) the provisions about transfer of this Agreement

(clause 14);

- (g) the provisions about the complaint and disputes procedure (clause 16); and
- (h) the important information set out in clause 1 and provisions about privacy (clause 18), notices (clause 19), applicable law and application of laws (clause 20), the general provisions (clause 21) and the definitions (clause 22).

5 Disconnection and Reconnection

5.1 Subject to clause 5.2, we must not Disconnect the Premises unless one or more of the following has occurred:

- (a) you have requested Disconnection;
- (b) the Agreement has been terminated;
- (c) continuity of supply of electricity to the Premises would be unsafe, in which case we must do our best to notify you in person or by telephone prior to the Disconnection;
- (d) in the event of an Emergency;
- (e) your lease or tenancy agreement has ended and/or you are vacating the Premises;
- (f) you have not paid a bill by the pay-by date or have not adhered to the terms of a 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; and
 - (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
- (g) we are otherwise entitled or required to Disconnect the Premises under the Electricity Laws or any other applicable law.

5.2 Except where you have requested Disconnection or this Agreement has been terminated, we cannot Disconnect the Premises where:

- (a) where a person residing there requires Life Support Equipment that depends on electricity for its operation;
- (b) 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 or non-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;
- (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; and
- (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.

- 5.3 If the Premises has been Disconnected under clause 5.1(c), clause 5.1(d) or clause 5.1(g) 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. If the Premises has been Disconnected for any other reason and you have within 10 Business Days of the Disconnection:
- (a) if relevant, rectified the matter that led to the Disconnection of the Premises; and
 - (b) made a request to us for reconnection; and
 - (c) paid any reconnection charges,

then we will reconnect the Premises as soon as practicable, and no later than 2 days from when those actions have been done. We will arrange with the local area Registered Network Service Provider to reconnect the Premises if required.

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, 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; 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 Metering

- 7.1 Subject to clause 3.5 and 10.4, we will arrange for the installation, periodic testing and maintenance of the meters at the Premises in accordance with the Electricity Laws at our cost. If we propose to replace your meter, we will give you the relevant notice where this is required under the Electricity Laws.
- 7.2 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 as is required to prepare our bills consistently with the metering rules and at least once every 12 months. 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.
- 7.3 We may arrange for interruptions to the supply of electricity to the Premises where permitted under the Electricity Laws for the purpose of the installation, maintenance, repair or replacement of your meter. In this case, we will give you notice as required under the Electricity Laws.
- 7.4 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.
- 7.5 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 Embedded Network Manager, the owner or operator of the Embedded Network (if the Embedded Network is owned or operated by a party other than Magnolia Owners Corporation and Real Utilities) and any counterparty of agreements Magnolia Owners Corporation (in its personal capacity) or Real Utilities (whether in its personal capacity or as agent of Magnolia Owners Corporation) enters into to manage any arrangements in selling 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 relating to general usage by post code (but excluding any information relating to names or address or other identifying features), for internal analyses of usage patterns by Real Utilities.

8 Supply of Electricity

- 8.1 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.

- 8.2 The local area Registered Network Service Provider may 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.
- 8.3 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.
- 8.4 In addition, if Magnolia Owners Corporation, Real Utilities or one of their related bodies corporate 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.

9 Our Liability

- 9.1 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.
- 9.2 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.

- 9.3 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.

10 Charges and Payment

- 10.1 The charges payable by you for the sale of electricity under the Agreement (“Charges”) are set out in the Energy Price Fact Sheet. The Charges are inclusive of the Network Charges payable in for the supply of electricity to your Premises. You can also find updates about our pricing, fees and other charges on the Website.
- 10.2 The Charges (including the Network Charges component) in your bill will be based on your measured or estimated consumption of electricity. If an accurate meter read cannot be obtained at the Premises, your consumption of electricity will be estimated based on your historical metering data reasonably available to us or, where this is not available, the average usage of electricity by a comparable customer over the corresponding period. Your estimated consumption of electricity will then be reconciled with the measured consumption and subsequent bills will be adjusted. It will be clearly stated on your bill whether the Charges (including the Network Charges component) are based on an estimation or as a result of a meter reading.
- 10.3 Please contact us if you believe there are any issues with a bill, or if you would like us to review your bill. Contact details for Real Utilities (including for billing related queries) are available on the 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 16.
- 10.4 You have the right to make a written request for a meter test or a check of the meter reading or metering data in the event of a billing dispute. Upon your request, we will arrange for the testing of the meter at the Premises or a check of the meter reading or metering data which is relevant to your consumption of electricity (as the case may be). You will not be liable for the cost of a meter test if the meter is found to be deficient in any material respect or if the meter reading or meter data is incorrect (as the case may be). The reasonable cost of testing or the check will be at your cost if the meter, meter reading or metering data is found to be accurate (as the case may be).
- 10.5 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) by the pay-by date as specified in the relevant bill. You will also need to pay any future bills by the relevant 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.

- 10.6 If you have been undercharged, we are entitled to recover the undercharged amount in instalments. 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 if the undercharging was not because of your fault or unlawful act or omission, otherwise we will recover all amounts undercharged. We will not charge you interest on the undercharged amount. You can nominate the period in which you will pay us the undercharged amount, which can be up to the period of the undercharging (if less than 12 months) or otherwise over 12 months.
- 10.7 If we discover we have overcharged you, we will notify you within 10 Business Days after becoming aware of the overcharging. If you have already paid the overcharged amount, we will credit the overcharged amount to your next bill if this amount is less than the Prescribed Threshold, otherwise we will either refund the overcharged amount or credit it to your next bill. You are entitled to request an immediate refund of overcharged amounts that is at or greater than the Prescribed Threshold. No interest is payable on any overcharged amount. 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. If you have stopped buying electricity under this Agreement, we will do our best to refund the overcharged amount to you within 10 Business Days.
- 10.8 You must pay the Charges (including 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 where we incur a merchant service fee, a credit card surcharge may apply as set out in the Energy Price Fact Sheet.
- 10.9 In addition to the Charges for electricity consumption (including the Network Charges), 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, paper bill 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 the 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 the Website.
- 10.10 You will not be charged electricity rates that are higher than the comparable standing offer price that would be charged by the Designated Retailer for new connections, if the Designated Retailer were to sell that quantity, or estimated quantity, of electricity directly to your Premises.

You will also not be charged any Additional Charges that cannot be charged by the Designated Retailer for a new connection under a standing retail contract.

- 10.11 Unless otherwise requested by you, all bills and other communications from us will be sent electronically to your email address nominated in the Registration Form. A small administrative charges will apply if you request paper bills as set out in the Energy Price Fact Sheet.
- 10.12 We may vary the Charges (including the Network Charges component) 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 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.
- 10.13 Any variation to the Charges (including the Network Charges component) and the Additional Charges must be fair and reasonable. Any variation of the Charges (including the Network Charges component) must reflect any increases in relation to any of the following:
- the total cost to us of the electricity purchased by us for on-sale to you, or any component of the total cost of such electricity; or
 - 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.
- 10.14 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.

11 Direct Debit

- 11.1 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.
- 11.2 Unless we have put in place separate arrangements, you acknowledge and agree that you 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 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.

- 11.3 The direct debit terms and conditions are as follows:
- (a) 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.
 - (b) You authorise us to verify the details of your nominated bank account with your financial institution to ensure they are correct.
 - (c) 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.

12 Life support customers

- 12.1 In this Agreement, "Life Support Equipment" includes one or more of the following:
- (a) an oxygen concentrator;
 - (b) an intermittent peritoneal dialysis machine;
 - (c) a kidney dialysis machine;
 - (d) a chronic positive airways pressure respirator;
 - (e) Cigler 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;
- 12.2 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 consent to us using and disclosing this information 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 12.2.
- 12.3 Where you provide us with the notice required under clause 12.2, we will promptly advise the local area Registered Network Service Provider, the Authorised Retailer selling electricity to the Embedded Network and

any other persons involved in the electricity connection of your Premises or otherwise required to be notified under the Electricity Laws that a person residing at the Premises requires Life Support Equipment, and provide those persons with any relevant information about the Premises for the purposes of updating the relevant records and registers. We will also give you any information and notice required under the Electricity Laws.

13 Security Deposits

- 13.1 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 requested by us.
- 13.2 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 (including any Network Charges). 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.

14 Transfer of the Agreement

- 14.1 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.
- 14.2 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 of Real Utilities' related bodies corporate (whether directly in their own capacity or as agent of Magnolia Owners Corporation) or as part of the transfer to the same third party of all or substantially all of one of Real Utilities' (or its related body corporate'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.

15 Force Majeure Event

- 15.1 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.

16 Complaints and Disputes

- 16.1 You will find a complaints and feedback section on the Website. You are encouraged to contact us in relation to any queries, complaints or disputes concerning the sale of

electricity under the Agreement.

- 16.2 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 by us under this Agreement during this time or as required under clause 10.5.
- 16.3 If you are not satisfied with our response in relation to any complaint or dispute you can also contact EWON. EWON's website is www.ewon.com.au and it has a hotline on 1800 246 545.

17 Real Utilities as agent

- 17.1 Despite any other provision in this Agreement, the parties agree that any indemnities, promises, releases or limitations of liability expressed in this Agreement to be for our benefit are to be read and construed as being for the benefit of Real Utilities (both in its personal capacity and as agent of Magnolia Owners Corporation) and Owners Corporation (in its personal capacity).

18 Privacy Act Notice and Credit Information Consent

- 18.1 We will comply with all applicable privacy laws in relation to your personal information. You can find Real Utilities' privacy policy on the Website. If you have any questions, please contact the Real Utilities privacy officer.
- 18.2 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 Real Utilities' privacy policy. You also consent to us disclosing that information (including this Agreement itself) to any counterparty of agreements that Magnolia Owners Corporation (in its personal capacity) or Real Utilities (whether in its personal capacity or as agent of Magnolia Owners Corporation) enters into to manage any arrangements in selling electricity to you (including in relation to metering related services) and their representatives, agents or sub-contractors. Magnolia Owners Corporation or Real Utilities may also disclose this information to any related bodies corporate of Real Utilities for any reason.
- 18.3 You hereby consent to us:
- 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
 - collecting credit information about you from other legally permissible sources, for purposes related to determining your eligibility to receive (or continue receiving) electricity or other services from us.
- 18.4 You also hereby consent to us using your personal information and credit information and exchanging it with any related bodies corporate or agents of Magnolia Owners Corporation or Real Utilities (whether in its personal capacity or as agent of Magnolia Owners

Corporation), as well as any credit reporting bodies and credit providers for the purpose of:

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

19 Notices

- 19.1 Notices and bills under this Agreement must be sent in writing, including by email, unless specified otherwise.
- 19.2 A notice or bill sent under this Agreement is taken to have been received by you or by us (as relevant):
- on the date it is handed to the party, left at the party's premises (in your case) or at the office of Real Utilities (in our case); or
 - on the date 2 Business Days after it is posted; or
 - on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.
- 19.3 Our contact details for you to contact Real Utilities or send us a notice are as set out in our bill to you, or as notified to you from time to time.

20 Applicable laws and Application of laws

- 20.1 The Agreement is governed by the laws of the State in which the Premises is located.
- 20.2 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.
- 20.3 Certain provisions of Electricity Laws, for example the Electricity Supply Act 1995 (NSW) and Electricity Supply (General) Regulation 2001 (NSW), are deemed to apply to the sale of electricity under this Agreement as a condition of Magnolia Owners Corporation's exemption from the requirement to be an Authorised Retailer. Except in those cases, to the extent permitted by law, this Agreement prevails to the extent it is inconsistent with any law.
- 20.4 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.

21 General Provisions

- 21.1 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.
- 21.2 The Agreement represents the entire agreement between you and us and supersedes all prior arrangements or understandings between you and us.
- 21.3 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.
- 21.4 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.
- 21.5 Subject to clause 20.2, we may vary this Agreement by giving you at least 28 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 28 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.

22 Definitions and interpretation

- 22.1 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.

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.

Designated Retailer means a retail supplier whose retail authority states an area which includes the area where the Premises is located.

Disconnection means an action to prevent the flow of energy to the Premises, but does not include an interruption.

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

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:

- 1 the conditions applying to Magnolia Owners Corporation's exemption from the requirement to be an Authorised Retailer; and
- 2 the conditions applying to the exemptions granted to Magnolia Owners Corporation and Real Utilities from the requirement to be a Registered Network Service Provider.

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

Energy Price Fact Sheet means the 'Energy Price Fact Sheet' in relation to electricity pricing and other fees and charges payable under this Agreement attached at the end of these Terms and Conditions or otherwise provided at the time you are provided with these Terms and Conditions, or any relevant pricing or other document published on the 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)

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

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

Network Agreement means an agreement for the connection of your Premises to the Embedded Network.

Network Charges 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.

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

Prescribed Threshold means the applicable overcharge threshold prescribed under the Electricity Laws for the sale of electricity to you under this Agreement, which as at the date of this Agreement is \$25.

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 NER.

Registration Form means:

- 1 a paper form entitled 'Residential Customer Application Form'; or
- 2 an on-line Application Form as accessed from the Website or any other website notified to you from time to time.

Related body corporate has the meaning given the Corporations Act 2001 (Cth)

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 22 of this document

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

Magnolia Owners Corporation means the Owners Corporation for Strata Plan SP95488

22.2 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.

Appendix A – Special Conditions

Special Condition 1

- (a) We have given you this Appendix A because the Registration Form that you have completed indicates you are a Body Corporate.
- (b) If you are a Body Corporate, the Special Conditions in this Appendix A form part of the Agreement for the sale of electricity at your Premises by the Wilco Owners Corporation on the Embedded Network. Terms that are used and not otherwise defined in this Appendix A have the meaning given to them in the Terms and Conditions.

Special Condition 2

- (c) This Agreement applies to Small Customers. If you are a Small Customer, certain protections provided by the Electricity Laws will apply to you in relation to the sale of electricity under this Agreement.
- (d) If you are not a Small Customer (including if you are a Body Corporate), we may still sell you electricity under this Agreement as an Other Customer however you may not have the benefit of the same provisions of the Electricity Laws as a Small Customer. The Terms and Conditions will make it clear if different provisions apply between Small Customers and Other Customers.

Special Condition 3

- (e) In the event EWON cannot or declines to handle your complaint and you are an Other Customer, if we are unable to resolve a dispute or complaint with you within 3 months of it being notified under this Special Condition 3, either party may refer the matter to mediation under the guidelines for commercial mediation published from time to time by the Australian Dispute Centre. The parties will share equally in all reasonable costs of the mediator appointed to conduct any mediation under this

Special Condition 3 but will otherwise bear their own costs of the mediation.

- (f) The requirements of this Special Condition 3 are without prejudice to (and are not intended to prevent the parties from also pursuing) any legal or other remedies which either of them may be entitled to pursue by other means (such as by legal proceedings in a court or by arbitration).

Special Condition 4

The Special Conditions in this Appendix A will survive termination of the Agreement.

Special Condition 5

The meanings of certain terms used and not otherwise defined in this Appendix A are given below:

- **Body Corporate** means an owners corporation for a strata scheme
- **Business Customer** means a customer who is not a Residential Customer
- **Other Customer** means a customer who is not a Small Customer
- **Residential Customer** means a customer who purchases electricity principally for personal, household or domestic use at premises
- **Small Customer** means a Residential Customer or a Business Customer who consumes energy electricity below a level determined under the Electricity Laws