

**thank  
you for  
choosing  
us.**



**Terms and Conditions –  
Residential Customers and  
Body Corporates**



**Effective October 2018**

# Real Utilities Pty Limited and Real Utilities Discovery Point Pty Limited Utility Services Agreement

## Terms and Conditions – Residential Customers and Body Corporates

### 1 Introduction and important information

1.1 These are the terms and conditions that apply to the supply of Utility Services at your Premises on the Embedded Utility Networks. The party providing the Utility Services to you:

- (a) in relation to the Network Services, is Real Utilities Operator; and
- (b) in relation to each other Utility Service, is Real Utilities Retailer,

and “we” or “us” is used in these Terms and Conditions to refer to either or both of Real Utilities Retailer and Real Utilities Operator in relation to the respective Utility Services as the context requires.

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 Utility Services 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 clause 18.

1.3 The Agreement consists of:

- (a) the Registration Form;
- (b) these Terms and Conditions;
- (c) the Energy Price Fact Sheets or Basic Plan Information Document (as applicable) relevant to the Utility Services; 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 The Agreement applies to Residential Customers and Body Corporates for the supply of Utility Services to Premises located within a Residential Building sited in a residential strata scheme if the Premises is connected to any Embedded Utility Network(s) and you do not have another contract for the supply of Utility Services with us for the Premises. Where provisions in this Agreement apply only in respect of Small Customers or Other Customers (as the case may be), this is specified in the Agreement.

1.5 Where and for so long as a Real Utilities Group Member is providing your Premises with any of Electricity Services, Network Services, Cooker Gas Services or Hot Water Services during the term of the Agreement, then those services will be a ‘Utility Service’ for the purposes of this Agreement. If we have agreed with you that we are not

providing you with one or more of these utility services, then that service is not a ‘Utility Service’ for the purposes of this Agreement.

1.6 You have a right to cancel this Agreement in respect of any Utility Service (excluding Network Services) 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 our Website. If you cancel this Agreement in respect of any Utility Service during the Cooling-Off Period:

- (a) you will only need to pay charges for that Utility Service to the extent they were provided before you cancelled the Agreement; and
- (b) in the case of Electricity Services only – you must enter into a contract for the sale of electricity with an Electricity Retailer if you want to continue receiving electricity at the Premises. If you do this, we may still need to charge you for Network Charges as a customer being physically supplied electricity through the Embedded Electricity Network under this Agreement.

1.7 As the owner of the Embedded Electricity Network, Real Utilities Operator 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 Energy Laws to have control of the Embedded Electricity Network. Accordingly, neither Real Utilities Operator 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 Operator 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](http://www.aer.gov.au).

1.8 The Australian Consumer Law may apply to the supply of Utility Services under this Agreement. We and our representatives must comply with our obligations under the Australian Consumer Law.

1.9 The dispute resolution procedures applying to this Agreement are described in clause 17. You can also contact the relevant Energy Ombudsman or Consumer Tribunal if you have complaints about the provision of Utility Services under this Agreement.

1.10 Information about the applicable tariffs under this

Agreement and associated fees and charges is set out in the Energy Price Fact Sheets or Basic Plan Information Document (as applicable) for the Utility Services as updated on our Website from time to time.

1.11 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.

1.12 Information about the Real Utilities Group, its business and the utility services we provide can be found on our Website.

1.13 Unless you otherwise request, we propose to:

- (a) send all utility bills to the email address nominated in the Registration Form; and
- (b) put in place direct debit payment arrangements for convenience, which are described in clause 12. The bill we send you will also set out alternative payment methods.

Please contact us if you would like to discuss alternative arrangements.

1.14 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.

1.15 If there is a fault or emergency related to your supply of the Utility Services, please contact: 1300 16 16 68.

1.16 For all other queries in relation to the Embedded Utility Networks or to discuss your utility services account, please contact us at:

T: 1300 16 16 68

E: support@realutilities.com.au

## 2 Your Agreement with Us

2.1 This Agreement is for the provision of Utility Services at the Premises only. We are not responsible:

- (a) for the installation, maintenance or repair of any appliance(s), pipes or other works which facilitate the supply of water or natural gas to and within the Premises, including any Owners Corporation Utility Assets or Customer Utility Assets;
- (b) in the case of Cooker Gas Services – for the supply or sale of natural gas for any purpose other than for use in cooking appliances, such as air-conditioning or in the heating of bulk or stored hot water at the Premises; or
- (c) in the case of Hot Water Services – for the supply or sale of water, electricity or natural gas used by the Bulk Hot Water System to supply Hot Water Services to you at the Premises.

2.2 Under this Agreement:

- (a) we agree to supply you Utility Services at the Premises and to comply with our obligations under

Energy Laws or any other applicable law; 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 at the Premises (if any) which facilitates the supply of Utility Services to the Premises (including the Embedded Utility Networks or any meters or associated equipment), or allow others to do so;
- (4) take reasonable steps to minimise risk of loss or damage you may suffer in connection with this Agreement;
- (5) provide us with accurate information (including any material change to the demand, load or usage of the Utility Services 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 (including any Energy Laws) in respect of your use of the Utility Services.

2.3 We must provide, install and maintain the Embedded Electricity Network in accordance with the Energy 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.

2.4 You acknowledge that, subject to your rights to purchase the Electricity Services from your preferred Electricity Retailer as described in clause 3, during the term of this Agreement, you may only obtain or purchase the Utility Services exclusively from us and you may not obtain or purchase these utility services from any third party supplier offering similar services.

2.5 You can request for a new connection to the Embedded Electricity 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. You must let us know in writing if you no longer want to maintain these connections.

2.6 You acknowledge and agree that we retain all rights of ownership of certain of the metering equipment in relation to the Utility Services, including the Hot Water Meter and other meters, which will at all times remain our personal property. We may choose to disconnect and remove the Hot Water Meter following termination of this Agreement in respect of Hot Water Services if we are no longer supplying you with any Hot Water Services.

## 3 Power of Choice

3.1 You have the right to choose to purchase electricity with an Electricity Retailer of your choice. If you change between different Electricity Retailers, this may

require changes to your electricity meter and billing arrangements. It is the responsibility of the Real Utilities Operator to ensure that your access to an Electricity Retailer of your choice is not impeded by any network configuration or metering arrangements. We may need to coordinate with your preferred Electricity Retailer's Metering Coordinator in relation to any metering changes required.

- 3.2 We may appoint an Embedded Network Manager if required under the Energy Laws. The Embedded Network Manager will be responsible for coordinating your access to Electricity Retailers. As at the date these Terms and Conditions have been provided to you, the Embedded Network Manager can be contacted at:

T: 0457 510 159

E: enm@plusES.com.au

We will let you know if there is a change to the Embedded Network Manager.

- 3.3 If you choose to sign up with an Electricity Retailer other than with a Real Utilities Group Member for the sale of electricity to the Premises, you should do the following things:

- (a) advise that Electricity Retailer that the Premises is connected to the Embedded Electricity Network; and
- (b) contact the Embedded Network Manager and give notice of that Electricity Retailer.

- 3.4 Subject to clause 3.5, we will help coordinate the collection of the Network Charges with your Electricity Retailer:

- (a) if a Real Utilities Group Member is the Electricity Retailer, by arranging for the Network Charges to be charged under this Agreement;
- (b) if the Electricity Retailer is any other licensed electricity retailer and collects the Network Charges from you, by making reasonable attempts to arrange for the Network Charges to be charged under a contract between us and that Electricity Retailer where they collect the Network Charges from you and pay them to the Real Utilities Operator (except to the extent that doing so would be contrary to any obligations imposed upon us under applicable Energy Laws), 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.

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

- (a) if your Electricity Retailer does not collect the Network Charges from you; or
- (b) if you do not have an agreement with any Electricity Retailer for the sale of electricity to the Premises.

- 3.6 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 11 (except to the extent that doing so would be contrary to any obligations imposed upon us under applicable Energy Laws). You will not be liable for any Network Charges provided to the Premises for which a previous customer at the Premises is liable.

- 3.7 Even if we have not agreed to provide you with Electricity Services under this Agreement, if you consume electricity at the Premises without having an agreement for the sale of electricity to the Premises with a different Electricity Retailer, you agree that Electricity Services will be deemed to be a 'Utility Service' for the purposes of clause 1.5 until you enter into such an agreement and a transfer of responsibility for the sale of electricity at the Premises to the relevant Electricity Retailer has been completed (where relevant).

## 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 applicable law.

- 4.2 Unless we agree a different date with you, our obligation to supply to you a Utility Service under this Agreement will start on the date on which all of the following conditions have been satisfied in respect of that Utility Service:

- (a) you have satisfied the requirements of our sign-up process for a utility services account;
- (b) if we have informed you that any connection fees or other charges associated with connecting the Premises to an Embedded Utility Network are payable, you have paid those connection fees or other charges;
- (c) the Premises are connected to the respective Embedded Utility Network(s); and
- (d) in the case of Electricity Services only – if you are transferring from another Electricity Retailer to the Real Utilities Retailer for the sale of electricity at the Premises, when this transfer has been completed.

- 4.3 If you receive Utility Services from us before all of the conditions in clause 4.2 have been satisfied in respect of one or more Utility Services, we will bill you for that consumption of Utility Services in your first bill.

- 4.4 If this Agreement provides for the supply of more than one Utility Service, you can choose to terminate this Agreement under clause 4.5 in relation to one or more Utility Services rather than for all Utility Services being provided at that time. If you choose to partially terminate this Agreement, then this Agreement will continue to apply to the supply of each other remaining Utility Service. If termination is occurring at the end of your lease, tenancy agreement or ownership of the Premises, you must give us the notice required under clause 4.8 and this Agreement will be terminated in respect of all Utility Services being supplied to the Premises at that time (including Network Services).

- 4.5 Subject to this clause 4, the Agreement will terminate in respect of a Utility Service on the earlier of the following dates:
- (a) when you request termination in respect of that Utility Service during the Cooling-Off Period;
  - (b) on a date agreed by you and us in respect of that Utility Service;
  - (c) subject to clause 4.5(h), at the end of your lease, tenancy agreement or ownership of the Premises;
  - (d) when a different customer starts to receive that Utility Service for the Premises or on the date that customer's agreement for that Utility Service starts (whichever is later, to the extent permitted by law);
  - (e) when you start receiving that Utility Service either:
    - (1) from us under a different agreement; or
    - (2) in the case of Electricity Services only – from another Electricity Retailer,
 

or on the date that separate agreement starts (whichever is later, to the extent permitted by law);
  - (f) for each Utility Service other than Network Services – 10 Business Days after the date when the Premises is Disconnected in respect of that Utility Service where conditions for reconnection have been set by us, and these conditions have not been met;
  - (g) the date on which we are no longer entitled under applicable law to supply that Utility Service to you;
  - (h) in the case of Network Services only – if your Electricity Retailer 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 in respect of Network Services (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 in respect of Network Services, on the date a final meter reading of the Electricity Meter is carried out;
  - (i) in the case of Hot Water Services only – when you start receiving Hot Water Services from a third party supplier in breach of clause 2.4;
  - (j) in the case of Hot Water Services only – 10 Business Days after we give you notice if:
    - (1) you have failed to provide us with access to the Hot Water Meter for meter readings on three consecutive occasions where we have sought access; or
    - (2) you commit any other material breach of the Agreement relating to Hot Water Services other than a breach of clause 2.4;
  - (k) for each Utility Service other than Network Services
    - in any other circumstance, 5 Business Days from the date on which a termination notice is given by you or us in respect of that Utility Service unless a different time is agreed between us; or
    - (l) if you are an Other Customer – if we have Disconnected the Premises under clause 5.1(o) because you have breached any provision of this Agreement (including the obligation to pay a bill by the pay-by date), and:
      - (1) you have failed to remedy that breach or failed to satisfy any reasonable conditions notified to you under clause 5.9© in respect of that breach within 10 Business Days of the Disconnection for the relevant Utility Service; or
      - (2) if the breach related to a failure to pay moneys for a particular bill, we have used reasonable endeavours to apply the Security Deposit (if any) as contemplated by clause 14.2 and there are still amounts outstanding on the relevant bill 10 Business Days after the Disconnection for the relevant Utility Service.
- 4.6 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.
- 4.7 Where the Agreement is terminated in respect of a Utility Service because:
- (a) you have committed a material breach of this Agreement relating to Hot Water Services; or
  - (b) you have not met the conditions for reconnection following a Disconnection in respect of that Utility Service,
- 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.
- 4.8 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 of any relevant meters. You may remain responsible for paying Utility Charges (including any Network Charges component) incurred and any other amounts payable under this Agreement if you have not given us notice, you have not given us a forwarding address or you do not provide access to your Electricity Meter, Hot Water Meter or other meter.
- 4.9 Following termination of this Agreement in respect of the Utility Services, we may continue to supply you these Utility Service(s) on the same terms as these Terms and Conditions until:
- (a) we enter into a new agreement (whether with you or someone else); or

- (b) in the case of Electricity Services only – the transfer of responsibility for the sale of electricity at your Premises to another Electricity Retailer has been completed.

This clause 4.9 does not apply where we are no longer entitled to supply that Utility Service, or when termination of this Agreement occurs at the end of your lease, tenancy agreement or ownership of the Premises.

4.10 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 3.5 and clause 3.6);
- (c) the provisions about payment (clause 11 and clause 12);
- (d) the provisions about access (clause 6);
- (e) the provisions about our liability (clause 9 and clause 10),
- (f) the provisions about transfer of this Agreement (clause 15);
- (g) the provisions about the complaint and disputes procedure (clause 17); and
- (h) the introductory and important information set out in clause 1 and provisions about Metering Data (clause 8.8), privacy (clause 18), notices (clause 19), marketing (clause 20), applicable law and application of laws (clause 21), the general provisions (clause 22), the provisions relating to Body Corporates (clause 23) and the definitions (clause 24).

## 5 Disconnection and Reconnection

5.1 Subject to this clause 5, we may Disconnect the Premises in respect of a Utility Service if:

- (a) you have requested Disconnection in respect of that Utility Service;
- (b) the Agreement has been terminated in respect of that Utility Service;
- (c) if you are a Small Customer – you have not paid a bill in respect of that Utility Service by the pay-by date, and have not agreed to a payment plan, or having agreed to a payment plan have failed to adhere to the terms of the payment plan;
- (d) your lease or tenancy agreement has ended and/or you are vacating the Premises;
- (e) for each Utility Service other than Network Services – we have not been able to read your meter relating to that Utility Service for three consecutive meter readings due to a lack of access to the Premises because of your acts or omissions;
- (f) you do not provide us or our representatives with safe access to the Premises so that we can comply with our obligations in respect of that Utility Service

under applicable law or otherwise for purposes permitted under applicable law;

- (g) you have obtained that Utility Service at the Premises fraudulently, or intentionally used such Utility Service contrary to any applicable law;
- (h) for each Utility Service other than Network Services – you refuse to pay, or do not pay the full amount of a Security Deposit we require under clause 14;
- (i) continuity of supply of that Utility Service to the Premises would be unsafe;
- (j) in the event of an Emergency;
- (k) in the case of Network Services only – if your Electricity Retailer notifies us that it has a right to arrange for Disconnection and requests us to Disconnect the Premises in respect of electricity;
- (l) in the case of Network Services only – if you use electricity supplied to the Premises wrongfully or illegally in breach of clause 7;
- (m) in the case of Network Services only – if you no longer have an agreement with any Electricity Retailer for the sale of electricity for the Premises;
- (n) in the case of Hot Water Services only – if the supply of Hot Water Services to the Premises needs to be temporarily Disconnected in order to carry out works on the Hot Water Meter, the Bulk Hot Water System or reticulation assets used to supply Hot Water Services to the Premises;
- (o) if you are an Other Customer – if you have breached any provision of this Agreement (including the obligation to pay a bill by the pay-by date), and we have given you a notice requiring you to remedy such breach and you have failed to remedy that breach by the date specified in that notice; or
- (p) we are otherwise entitled or required to Disconnect the Premises in respect of that Utility Service under any applicable law or at the direction of a relevant authority.

5.2 Subject to clause 5.4, you agree that we have the right to (and may at our discretion choose to) Disconnect the Premises in respect of one or more of the Utility Services we are supplying to you so long as we are entitled to Disconnect the Premises under this clause 5 for any one of the Utility Services being provided to you under this Agreement, and this Disconnection of multiple Utility Services can occur at the same time (except to the extent that doing so would be contrary to any applicable law), provided that:

- (a) we will exercise our rights to Disconnect the Electricity Services or Network Services no earlier than 15 Business Days after the date that Disconnection of Cooker Gas Services occurs (where relevant);
- (b) we will not exercise our rights to Disconnect any Utility Services to the Premises:

- (1) if you are a Small Customer – for so long as you are adhering to the terms of a payment plan for any amounts owing on your utility services account (assessed on a whole of account basis); or
- (2) where there is a decision pending on your application for an energy relief scheme or an unresolved complaint as described in clause 5.3© or clause 5.3(d) (respectively) in relation to any Utility Service;
- (c) if there is a failure to pay an amount on a bill and the only amounts owing are Utility Charges for the supply of Hot Water Services, then we will only exercise our rights to Disconnect the Hot Water Services and no other Utility Service; and
- (d) if there is a failure to pay amounts owing in respect of Additional Charges and no other amounts, we will not exercise our rights to Disconnect the Premises.
- 5.3 Subject to clause 5.4 and clause 5.5, we will not arrange to Disconnect the Premises in respect of a Utility Service:
- (a) for each Utility Service other than Hot Water Services – if a person residing at the Premises requires Life Support Equipment;
- (b) if you are a Small Customer – where the Disconnection of that Utility Service is undertaken for a failure to pay a bill under clause 5.1©, during an extreme weather event;
- (c) where you have made an application (or any 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, the relevant Energy Ombudsman or Consumer Tribunal or other relevant external dispute resolution body (including any complaints brought to mediation under clause 17.4) directly related to the proposed reason for Disconnection in respect of that Utility Service and the complaint remains unresolved;
- (e) if you are a Small Customer – where the amount outstanding on your utility services account is of a kind or is below a minimum amount for Disconnection (assessed on a whole of account basis) to be permitted in your State; or
- (f) where the Energy Laws or any other applicable law prohibit us from doing so.
- 5.4 The restrictions in clause 5.2 and clause 5.3 do not apply in any of the following circumstances:
- (a) the Premises is not occupied;
- (b) Disconnection of the Premises in respect of a Utility Service is undertaken because you have requested Disconnection under clause 5.1(a) or the Agreement has been terminated under clause 5.1(b);
- (c) Disconnection of the Premises in respect of a Utility Service for health and safety reasons (including under clause 5.1(i)) or in an Emergency under clause 5.1(j); or
- (d) Disconnection of the Embedded Utility Networks required for or otherwise used to supply an affected Utility Service or the Premises is undertaken by the relevant Distributor or otherwise at the direction of a relevant authority (including where there is an Emergency or you have failed to provide access to the Premises as required under clause 5.1(f)).
- 5.5 The restrictions in clause 5.3 do not apply in any of the following circumstances:
- (a) if the reason for Disconnection of the Premises in respect of a Utility Service was failure to provide access to a meter under clause 5.1(e), then the restrictions on Disconnection because a decision is pending on your application for an energy relief scheme under clause 5.3© or you have made an unresolved complaint under clause 5.3(d) do not apply; or
- (b) for each Utility Service other than Hot Water Services – we will not Disconnect the Premises in respect of a Utility Service for your illegal use of the Utility Services under clause 5.1(g) or clause 5.1(l) if a person residing at the Premises requires Life Support Equipment, but no other restriction in clause 5.3 will apply.
- 5.6 Despite any other provision of this Agreement, we will not Disconnect the Premises in respect of Network Services without making arrangements for the safety of a Life Support Customer.
- 5.7 Unless we are not required to do so, we will give you notice before we Disconnect the Premises in respect of a Utility Service including (where relevant) in accordance with any applicable procedures and notice requirements under any applicable law.
- 5.8 We will arrange for reconnection of the Premises for the affected Utility Service as soon as practicable if the Premises has been Disconnected in respect of Network Services or Hot Water Services:
- (a) for health and safety reasons under clause 5.1(i) or in an Emergency under clause 5.1(j);
- (b) because of your failure to provide access as required under clause 5.1(f), or
- (c) so that we can carry out works contemplated by clause 5.1(n) on those assets used to supply Hot Water Services,
- in each case provided our entitlement or obligation to Disconnect the Premises was not because of your fault or unlawful act or omission.
- 5.9 If the Premises has been Disconnected in respect of a Utility Service for a reason other than those described in clause 5.8, except to the extent that doing so would be contrary to any applicable law, we will arrange for reconnection of the Premises for the affected Utility

Service in accordance with this clause 5.9 where you have within 10 Business Days of the Disconnection for that affected Utility Service:

- (a) rectified the matter that led to the Disconnection of the Premises for that affected Utility Service (if relevant); and
- (b) made a request to us for reconnection of the affected Utility Service; and
- (c) either:
  - (1) in the case of Hot Water Services only – satisfied any reasonable conditions we have specified related to the matter that led to the Disconnection for such re-connection; or
  - (2) for each Utility Service – otherwise paid any reconnection charges,

in which case 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 relevant Distributor(s) to reconnect the Premises if required.

## 6 Access to the Premises

6.1 For each Utility Service, you agree to provide us with safe and unhindered access to the Premises in respect of that Utility Service:

- (a) if we need to install, inspect, maintain, replace, test, alter or repair any equipment required for the supply of that Utility Service, for example the Electricity Meter, Hot Water Meter or other meter;
- (b) if we need to connect, Disconnect or reconnect the supply of that Utility Service at the Premises;
- (c) to disconnect the Hot Water Meter following termination of this Agreement in respect of Hot Water Services;
- (d) to perform services requested:
  - (1) for each Utility Service – by you; or
  - (2) in the case of Network Services only – by your Electricity Retailer

in relation to that Utility Service; and
- (e) where you are otherwise required to do so under any applicable law in relation to that Utility Service or in any other circumstances we are otherwise entitled or required to have access to the Premises under any applicable law in relation to that Utility Service.

6.2 We will comply with the requirements under the Energy Laws or any other applicable law 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 (including an Electricity Meter or Hot Water Meter) or to other equipment involved in providing metering services at the Premises in respect of the Utility Services if you are

required to do so under any applicable law.

## 7 Wrongful and illegal use of Utility Services

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

- (a) illegally use any Utility Services supplied to the Premises; or
- (b) interfere or allow interference with any of the equipment facilitating the supply of Utility Services owned by an Owners Corporation Group Member or a Real Utilities Group Member at the Premises (including meters and associated equipment), except as may be permitted by law;
- (c) use Utility Services supplied to the Premises or any equipment facilitating the supply of Utility Services in a manner that:
  - (1) unreasonably interferes with the connection or supply of Utility Services to another customer; or
  - (2) causes damage or interference to any third party; or
- (d) use the Utility 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 (including any Electricity Meter or Hot Water Meter), pipes or associated equipment.

7.2 If you do not comply with clause 7.1, we may in accordance with any applicable law (where relevant) take any or all of the following actions:

- (a) estimate the amount of Utility Services 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 in respect of the affected Utility Services.

## 8 Metering

8.1 Subject to the Energy Laws, you may have the right to choose to appoint a Metering Coordinator of your choice for the Electricity Meter relevant to your consumption of electricity at the Premises and you (or your Electricity Retailer) 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.

8.2 If you appoint a Metering Coordinator:

- (a) we will have no liability for and are not responsible for the provision of metering services at the Premises or compliance with the Energy Laws in respect of the Electricity Meter, and we are not liable for any losses you may suffer in connection with metering services provided by the Metering Coordinator or their acts or omissions; and



- (b) you indemnify us against and must pay us for any loss suffered by us as a direct or indirect result of:
- (1) any act or omission of your appointed Metering Coordinator;
  - (2) any failure by your appointed Metering Coordinator complying with any Energy Laws,
- including where such loss is suffered due to your negligence or the negligence of your appointed Metering Coordinator.
- 8.3 Subject to clause 11.11 and unless you are entitled and have elected to appoint a Metering Coordinator in accordance with clause 8.1, we will arrange for the installation, periodic testing, repair, replacement and maintenance of the meters at the Premises to the extent we are required to do so under and in accordance with any applicable law (where relevant).
- 8.4 We may arrange for interruptions to the supply of Utility Services to the Premises for the activities contemplated by clause 8.3. If the supply of Utility Services to the Premises will be affected, we will give you prior notice of an interruption we propose to undertake under this clause 8 if this is practicable or we are required to do so under any applicable law (where relevant).
- 8.5 We will do our best to arrange for the meter(s) for the Utility Services to be read consistent with the requirements under any applicable law or otherwise at appropriate intervals. We may require you to pay a meter read fee if you request a physical read of any meter or we are otherwise entitled to do so. 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.
- 8.6 If we propose to replace your meter in relation to any Utility Service, we will give you notice before doing so where this is required under applicable law.
- 8.7 Each party must notify the other party as soon as possible if it suspects that a meter (including an Electricity Meter or Hot Water Meter) at the Premises or other location is or may be defective, damaged or operating inaccurately.
- 8.8 You authorise us to access or receive Metering Data, and to provide Metering Data and any other information related to or in respect of any meter installed and maintained for the purpose of measuring consumption at the Premises:
- (a) to any Owners Corporation Group Member and any Real Utilities Group Member and their representatives, agents or sub-contractors;
  - (b) to the Embedded Network Manager, any Distributor(s) and any retailer selling electricity or natural gas to or on the Embedded Utility Networks and their representatives, agents or sub-

contractors; and

- (c) to any counterparty of agreements a Real Utilities Group Member (or its agents) enters into to manage any arrangements in supplying Utility Services to you (including in relation to metering related services) and their representatives, agents or sub-contractors;
- (d) for the purpose of meeting obligations in relation to greenhouse gas reporting;
- (e) in respect of general Metering Data concerning the general usage of Utility Services 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; and
- (f) for the purpose of any Energy Laws or any other applicable law or any other lawful purpose reasonably considered necessary by any Real Utilities Group Member or any Owners Corporation Group Member.

## 9 Supply of Utility Services

- 9.1 The supply of electricity, water or natural gas to the Embedded Utility Networks is the responsibility of the relevant Distributor(s) and we cannot control:
- (a) the quality, voltage, frequency or security of the electricity supply delivered to and on the Embedded Electricity Network; or
  - (b) the quality, flow, specifications or reliability of gas or potable cold water (as applicable) delivered to or on the Bulk Hot Water System or the Cooker Gas System.

The quality and reliability of the Utility Services supplied to you under this Agreement may be subject to a variety of factors that are beyond our control, including as a result of accidents, emergencies, weather conditions, vandalism, system demand and the actions of other persons including the relevant Distributor(s). Except to the extent required by law, we do not guarantee the quality, voltage, frequency or security of the electricity supply, or the quality, flow, specifications or reliability of the natural gas or water supply, and we make no representation to you about the conditions or suitability of the Utility Services supplied under this Agreement, its quality, fitness for purpose or safety.

- 9.2 In addition to the interruptions under clause 8, there may be interruptions to the supply of Utility Services where permitted under the Energy Laws or any other applicable law or as otherwise required by the relevant Distributor(s) or a relevant authority or another third party (including any retailer selling electricity or natural gas to or on the Embedded Utility Networks). Interruptions may occur at any time in circumstances including:
- (a) for the purpose of maintaining the safe and efficient operation of any Embedded Utility Network or any equipment related to any Embedded Utility Network (including metering equipment);

- (b) for the installation of a new connection or a connection alteration to another customer or to restore supply to another customer in relation to a Utility Service;
  - (c) where any Embedded Utility Network or External Distribution Network poses an immediate threat of injury or material damage to any person, any property or that Embedded Utility Network or External Distribution Network;
  - (d) for health or safety reasons or in an Emergency; or
  - (e) in the case of Network Services – to shed demand for electricity because the total demand at the relevant time exceeds the total supply available.
- 9.3 Third parties such as the relevant Distributor(s) or any retailer selling electricity or natural gas to or on the Embedded Utility Networks (including any Electricity Retailer) may Disconnect, interrupt or reduce (or direct that there is a Disconnection, interruption or reduction of) the supply of electricity, natural gas or water to the relevant Embedded Utility Networks or Premises or otherwise arrange for an interruption as permitted under the Energy Laws or any other applicable law. To the extent permitted by law, you release us from any liability:
- (a) for such Disconnection, interruption or reduction in the supply of the Utility Services or where an Electricity Retailer discontinues the sale of electricity to you under or in connection with an agreement for the sale of electricity to the Premises; and
  - (b) for any variation:
    - (1) in the voltage and frequency of the supply of electricity;
    - (2) in the flow and specifications of the supply of Cooker Gas; or
    - (3) in the flow and temperature of the supply of Hot Water Services.
- 9.4 If the supply of a Utility Service to the Premises will be affected, we will do our best to give you prior notice of a proposed interruption if this is practicable or we are required to do so under any applicable law. We will do our best to restore the supply of an affected Utility Service to the Premises as soon as possible or otherwise in accordance with any applicable law.
- 9.5 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 supply (or failure to supply or the defective supply) of any Utility Service to you.
- 9.6 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 that Utility Service or the defective supply of that Utility Service;

- (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 that Utility Service or the defective supply of that Utility Service.

## 10 Our Liability

- 10.1 We agree to supply the Utility Services 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 the Utility Services is limited to the maximum extent permitted by the Australian Consumer Law.
- 10.2 In relation to the supply or sale of electricity or gas other than for personal, domestic or household use or consumption, our liability is limited to the resupply or re-sale of the electricity or gas or the cost of the supply or selling of equivalent electricity or gas by another entity, unless it would not be fair and reasonable for us to rely on this limitation.
- 10.3 Subject to clause 10.2, our liability for breach of a condition, guarantee, right or representation arising out of or in connection with the Agreement that cannot be excluded is limited (at our discretion) to:
- (a) providing you with equivalent goods or services to the value or quality of those goods or services to which that breach relates; or
  - (b) paying you the cost of acquiring goods or services which are equivalent to the goods or services to which that breach relates,
- unless it would not be fair and reasonable for us to rely on this limitation.
- 10.4 We will not be liable to you or 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.

## 11 Utility Charges and Payment

- 11.1 The charges payable by you for the supply of Utility Services under the Agreement (“Utility Charges”) are set out in each Energy Price Fact Sheet or Basic Plan Information Document (as applicable) for the Utility Services. You can also find updates about our pricing, fees and other charges on our Website.
- 11.2 The Utility Charges in your bill:
- (a) includes a separate daily fixed access tariff for each Utility Service that is applied pro rata for each day the Premises is connected for the supply of those Utility Services irrespective of the quantity of those Utility Services consumed at the Premises in that billing period;
  - (b) if the Utility Services being supplied under this

- Agreement includes Electricity Services, will be calculated so that the Utility Charges payable for Electricity Services is inclusive of the Network Charges component;
- (c) in the case of Cooker Gas Services only – will not include a separate usage charge based on your consumption of Cooker Gas Services in that billing period as the Cooker Gas Services are supplied on an unmetered basis; and
- (d) otherwise, will be based on your consumption of the Utility Services.
- 11.3 We will determine your consumption of the Utility Services using Metering Data or an estimation in accordance with applicable law (where relevant). If required, your consumption of the Hot Water Services will be estimated based on your historical Metering Data from the Hot Water Meter or, where this is not available, the average usage of Hot Water Services by a comparable customer over the corresponding billing period.
- 11.4 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 consumption of the Utility Services. 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.
- 11.5 In addition to the Utility Charges for the consumption of Utility Services (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, 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 each Energy Price Fact Sheet or Basic Plan Information Document (as applicable) for the Utility Services and our Website.
- 11.6 You will not be charged Network Charges or Additional Charges in connection with the supply of Network Services that are higher than the comparable tariffs that would be charged by the relevant Distributor, had you obtained supply of electricity to your Premises directly from that Distributor and been charged for such service by that Distributor 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 in connection with the supply of Network Services).
- 11.7 Billing will be monthly unless otherwise agreed. If this Agreement provides for the supply of more than one of the Utility Services, we will issue you a single bill under this clause 11 in respect of all Utility Services being supplied under this Agreement in that billing period.
- 11.8 You must pay the Utility Charges (including the Network Charges) and the Additional Charges in relation to the Utility Services and any adjustments or other amounts payable under this Agreement as specified in your bills. 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 each Energy Price Fact Sheet or Basic Plan Information Document (as applicable) for the Utility Services.
- 11.9 You agree that any amounts you pay towards a bill issued for your utility services account will be applied in satisfaction of the entire balance owing on your utility services account (on a whole of account basis) at the time of that payment, rather than in satisfaction of the Utility Charges and Additional Charges payable for any specific Utility Service. To the extent permitted by law, the payments you make may be allocated at our discretion:
- (a) towards payment of amounts owing on your utility services account for each respective Utility Service proportionate to the fees and charges owing for each applicable Utility Service on your utility services account;
- (b) towards payment of any amounts owing on the then-oldest overdue bill, even if you intended the payment for a different bill under this Agreement; or
- (c) any other allocation agreed between us from time to time.
- 11.10 Please contact us before the applicable pay-by date 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 and as at the date these Terms and Conditions are provided to you are set out in clause 1.16. 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 17.
- 11.11 You have the right to make a written request for a meter test of the Electricity Meter and the Hot Water Meter or a check of the meter reading or metering data in respect of the Electricity Meter and the Hot Water Meter (“Meter Test”) in the event of a billing dispute. We may ask you to pay the cost of the Meter Test in advance (except to the extent that doing so would be contrary to any obligations imposed upon us under applicable law), and will reimburse you for this cost if the meter reading or meter data proves to be faulty or incorrect.
- 11.12 If you dispute your bill in relation to a Utility Service, while your bill is being reviewed, you will need to pay:
- (a) any amount we ask you to (in accordance with the Energy Laws, the Australian Consumer Law or any other applicable law as relevant) for the relevant bill in relation to that Utility Service;
- (b) all amounts on the relevant bill in relation to any other Utility Services; and

(c) 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.

11.13 If you have been undercharged in relation to a Utility Service, we are entitled to recover the undercharged amount in instalments in accordance with any applicable law or otherwise as soon as reasonably practicable after we determine the relevant amounts. 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.

11.14 If we discover we have overcharged you in relation to a Utility Service, we will notify you of the overcharging and repay you by either crediting or refunding the overcharged amount to your utility services account in accordance with any applicable law or otherwise as soon as reasonably practicable after we determine the relevant amounts. 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.

11.15 We may vary the Utility 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 and the date on which the variation takes place in accordance with any applicable law. The Energy Price Fact Sheets or Basic Plan Information Document (as applicable) for the Utility Services will also be updated from time to time to show any variation in the Utility 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.

11.16 To the extent permitted by law, any variation in the Utility Charges may reflect:

- (a) any increases in relation to the following: distribution network charges, regulated charges or tariffs, taxes, regulatory requirements and regulatory compliance requirements, any energy efficiency scheme or carbon tax, metering charges, loss factors, charges resulting from the operation of the National Electricity Market or the applicable wholesale gas market or any other regulatory requirements; or
- (b) any other changes in our costs of supplying the Utility Services to you (which may include any costs incurred by us for electricity or gas to operate any

Embedded Utility Network), or any component of such costs.

11.17 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.

## 12 Direct Debit

12.1 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 and Body Corporates to provide direct debit details as their method of payment.

12.2 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.

12.3 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 Electronic 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.

### **13 Life support customers**

- 13.1 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.
- 13.2 You consent to us using and disclosing information disclosed under clause 13.1 for purposes connected with the provision of Utility 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 clause 13.2.
- 13.3 If you give us notice under clause 13.1, we will comply with any information and notice requirements or other obligations relating to Life Support Equipment under applicable law.

### **14 Security Deposits**

- 14.1 We may require you to provide us with a Security Deposit in a form acceptable to us and for the amount we request:
- (a) in all cases – at the time the Agreement is entered into; and
  - (b) if you are an Other Customer – if:
    - (1) we consider, acting reasonably, that your creditworthiness is unsatisfactory or has materially adversely changed since the date of the Agreement;
    - (2) you fail to pay the amounts invoiced to you in a bill by the applicable pay-by date in full for any 3 bills in a 12 month period or any 2 consecutive bills; or
    - (3) the Premises have been Disconnected for a failure to pay under clause 5.1(o).
- 14.2 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). Where the Security Deposit is used under this clause 14.2 and you are an Other Customer, we may require you to provide top-up security to restore the Security Deposit to the original amount most recently requested under this Agreement within 10 Business Days.
- 14.3 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 any applicable law.

### **15 Transfer of the Agreement**

- 15.1 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.

15.2 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 business segments in respect of any utility services to the extent this is permitted by law.

15.3 We will provide you with advance notice of any such transfer, novation or assignment contemplated by clause 15.1, 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.

15.4 We may transfer, novate or assign this Agreement or otherwise transfer you as a customer to any other third party with your consent.

### **16 Force Majeure Event**

16.1 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.

### **17 Complaints and Disputes**

17.1 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 provision of Utility Services under the Agreement, and we will handle these in accordance with our Complaints Policy.

17.2 Even if you raise a complaint or dispute (including where this is brought to mediation under clause 17.4), 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 11.12.

17.3 If you are not satisfied with our response in relation to any complaint or dispute you can also contact:

- (a) in the case of Hot Water Services – the relevant Consumer Tribunal; or
- (b) for each other Utility Service – the relevant Energy Ombudsman,

to lodge a complaint or for free independent information and advice.

17.4 In the event the relevant Energy Ombudsman 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 clause 17, 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 clause 17.4 but will otherwise bear their own costs of the mediation.

17.5 The requirements of clause 17.4 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 legal proceedings in a court or by arbitration).

## 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 our Privacy Policy on our Website. If you have any questions, please contact our 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 our Privacy Policy. You also consent:

- (a) to us disclosing relevant personal information (including this Agreement itself) to any Owners Corporation Group Member and any counterparty of agreements that a Real Utilities Group Member (or its agents) enters into to manage any arrangements in supplying Utility Services to you (including in relation to metering related services) and their representatives, agents or sub-contractors;
- (b) to us disclosing that information to any Real Utilities Group Member for any reason; and
- (c) to the use and disclosure of that information by a Real Utilities Group Member or any Owners Corporation Group Member for the purposes of any Energy Laws or any other applicable law or any other lawful purpose it reasonably considers necessary.

18.3 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) Utility Services 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 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.

## 19 Notices

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

19.2 Communications under this Agreement other than bills may be sent to the email address or via SMS to the mobile phone number nominated in the Registration Form (except to the extent that doing so would be contrary to any applicable law).

19.3 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 or Billing Address (in your case) or at our registered office (in our case); or
- (b) on the date 2 Business Days after it is posted to the Premises or the Billing Address (in your case) or at our registered office (in our case); or
- (c) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically to an email address or mobile phone (via SMS) notified to the sending party from time to time.

19.4 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.

## 20 Marketing

20.1 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.

20.2 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.

## 21 Applicable laws and Application of laws

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

21.2 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.

21.3 Certain provisions of the Energy Laws may be deemed to apply to the supply of Network Services under this Agreement as a condition of the exemptions granted to the Owners Corporation and Real Utilities Operator from the requirement to be a Registered Network Service Provider. Except in those cases and unless the relevant law provides that it must prevail, this Agreement prevails

to the extent it is inconsistent with any Energy Law or any other applicable law to the extent allowed.

21.4 If any matter that is required to be dealt with under the Energy Laws is not expressly dealt with in this Agreement (whether in whole or in part), the relevant provisions of the Energy Laws is incorporated into this Agreement in whole or in part as required.

21.5 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.

## 22 General Provisions

22.1 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.

22.2 Subject to clause 21.4, 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 provision of Utility Services at the Premises (excluding any agreements relating to the set-up of the Embedded Utility Networks you may have entered if you are a Body Corporate).

22.3 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.

22.4 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.

22.5 Subject to clause 21.2, 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.

## 23 Provisions relating to Body Corporates

23.1 This clause 23 applies if you are a Body Corporate. As a Body Corporate, you may be considered a Small Customer under the Energy Laws for the purposes of the supply of Utility Services (excluding Hot Water Services) under this Agreement. This depends on the level of electricity or gas you use at the Premises in a year.

23.2 If you are a Small Customer, certain protections provided by the Energy Laws will apply to you in relation to the supply of the Utility Services (excluding Hot Water Services) under the Agreement.

23.3 If you are not a Small Customer and:

- (a) the Premises are located within a Residential Building sited in a residential strata scheme; or
- (b) if we agree in writing, the Premises are located adjacent or reasonably proximate to, or otherwise services, a Residential Building sited in a residential strata scheme; or
- (c) if we agree in writing, the Body Corporate operates shared facilities at the Premises or otherwise has the benefit of the Premises,

we may still supply you Utility Services under this Agreement as an Other Customer however you may not have the benefit of the same provisions of the Energy Laws as a Small Customer.

23.4 You must give us notice as soon as reasonably practicable:

- (a) if you are an Other Customer (whether as at the date of this Agreement or subsequently during the term of this Agreement) – if you reasonably believe you are no longer an Other Customer; and
- (b) if you are a Small Customer (whether as at the date of this Agreement or subsequently during the term of this Agreement) – if you reasonably believe you are no longer a Small Customer.

## 24 Definitions and interpretation

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

**Additional Charges** has the meaning set out in clause 11.5.

**Agreement** has the meaning set out in clause 1.2.

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

**Basic Plan Information Document** means (from the time this obligation applies to the Real Utilities Retailer) the 'Basic Plan Information Document' in relation to pricing for the Utility Services and other fees and charges payable under this Agreement provided alongside these Terms and Conditions, or any relevant pricing or other document for Residential Customers or Body Corporates (as applicable) published on our Website as amended and varied from time to time.

**Billing Address** means the address specified in the Registration Form as the 'billing address' or similar.

**Body Corporate** means an owners corporation for a strata scheme, and any co-operative or building management committee (or similar) of which an owners corporation for a strata scheme is a member.

**Bulk Hot Water System** means the hot water systems, pipes and associated equipment by which water is centrally heated and delivered within the building where the Premises is situated, but does not include the Hot Water Meters.

**Business Customer** means a customer who is not a Residential Customer.

**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 the Real Utilities Group and published on our Website as amended and varied from time to time

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

**Consumer Tribunal** means, if the Premises are located in New South Wales, the NSW Civil and Administrative Tribunal.

**Cooker Gas** means unmetered natural gas.

**Cooker Gas System** means gas pipes, bayonet(s) and other works through which Cooker Gas is supplied within the building where the Premises is situated.

**Cooker Gas Services** means the sale of Cooker Gas on the Cooker Gas System to the Customer Utility Assets installed at your Premises.

**Cooling Off Period** has the meaning set out in clause 1.6.

**Customer Utility Assets** means the fitted cooktop appliance(s) installed at your Premises, and any gas barbeque installed on the balcony of your Premises which is connected to the Cooker Gas System.

**Disconnection** means an action to prevent the flow of Utility Services to the Premises and (in the case of Hot Water Services only) may include the suspension or stopping of the supply of hot water, but does not include an interruption.

**Distributor** means the person that owns, operates and maintains the relevant External Distribution Network.

**Electricity Meter** means the meter servicing the Premises and measuring the flow of electricity on the Embedded Electricity Network to the Premises.

**Electricity Retailer** means a person that is authorised to sell electricity to customers under the Energy Laws.

**Electricity Services** means the sale of electricity to the Premises through the Embedded Electricity Network.

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

**Embedded Network Manager** means the person appointed to manage certain aspects of the Embedded Electricity Network under the Energy Laws.

**Embedded Utility Network** means the Embedded Electricity Network and the Owners Corporation Utility Assets.

**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 any Embedded Utility Network, or that destroys or damages, or threatens to destroy or damage, any property.

**Energy Ombudsman** means the energy ombudsman prescribed by the Energy Laws for the State in which the Premises are located, which as at the date of this Agreement is EWON if the

Premises are located in New South Wales.

**Energy 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 the Real Utilities Operator and the Owners Corporation (where relevant).

**Energy Price Fact Sheet** means the 'Energy Price Fact Sheet' in relation to pricing for the Utility Services and other fees and charges payable under this Agreement provided alongside these Terms and Conditions, or any relevant pricing or other document for Residential Customers or Body Corporates (as applicable) published on our Website as amended and varied from time to time

**EWON** means Energy and Water Ombudsman NSW, and as at the date these Terms and Conditions are provided to you, EWON's website is [www.ewon.com.au](http://www.ewon.com.au) and it has a hotline on 1800 246 545.

**External Distribution Network** means:

- (a) the local electricity distribution network connected to the Embedded Electricity Network;
- (b) the gas distribution network connected to the Bulk Hot Water System and the Cooker Gas System; and
- (c) the potable water supply system connected to the Bulk Hot Water System.

**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 the Real Utilities Group and published on our Website as amended and varied from time to time.

**Hot Water Meter** means the meter servicing the Premises and measuring the consumption of Hot Water Services at the Premises.

**Hot Water Services** means the heating of water by the Bulk Hot Water System.

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

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

**Meter Test** has the meaning set out in clause 11.11.

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

**Network Services** means the connection of the Premises to the Embedded Electricity Network and the permitting of the Embedded Electricity Network to be used to supply electricity to the Premises.

**Other Customer** means a customer who is not a Small Customer.

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

**Owners Corporation Group Member** means the Owners Corporation and any Body Corporate of which the Owners Corporation is a member and Owners Corporation Group Member means any member of the Owners Corporation Group.

**Owners Corporation Utility Assets** means the Cooker Gas System, the Bulk Hot Water System and certain components comprising the Embedded Electricity Network and any other equipment required for the provision of Utility Services at the Premises, other than a Real Utilities Infrastructure Asset.

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

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

**Real Utilities Infrastructure Asset** means the Hot Water Meters and certain components comprising the Embedded Electricity Network and any meters measuring the flow of electricity through the Embedded Electricity Network (including any Electricity Meter).

**Real Utilities Group** means Real Utilities Retailer, Real Utilities Operator and each of their Related Bodies Corporate and Real Utilities Group Member means any member of the Real Utilities Group.

**Real Utilities Operator** means Real Utilities Discovery Point Pty Limited ACN 627 790 443.

**Real Utilities Retailer** means Real Utilities Pty Ltd ACN 150 290 814.

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

**Registration Form** means:

- (a) a paper form entitled 'Residential Customer Application Form'; or
- (b) 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).

**Residential Building** means the residential building within which the Premises are located.

**Residential Customer** means a customer who purchases electricity principally for personal, household or domestic use at 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).

**Small Customer** means a Residential Customer or a Business Customer who consumes energy below a level determined under the Energy Laws.

**Terms and Conditions** means clauses 1 to 24 of this document.

**Utility Charges** has the meaning set out in clause 11.1.

**Utility Services** has the meaning set out in clause 1.5.

**we** or **us** has the meaning set out in clause 1.1.

**Website** means the website for the Real Utilities Group, which as at the date of this Agreement is [www.realutilities.com.au](http://www.realutilities.com.au)

**you** has the meaning set out in clause 1.2.

24.2 In these Terms and Conditions, unless the contrary intention appears, an obligation or a liability assumed by 2 or more persons binds them jointly and severally and a right conferred on 2 or more persons benefits them jointly and severally.

24.3 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.