

Smart Energy Systems SHW/UMA Supply – Standard Terms and Conditions

These are the terms and conditions of the legally binding contract for us to sell you hot water at the supply address, and for you to pay us for that hot water. These terms and conditions set out our and your rights and obligations regarding that sale.

1. GENERAL – HOT WATER & UNMETERED APPLIANCES

We will sell you serviced hot water services (SHW) and, where applicable, Unmetered Appliance services (UMA) (including gas cooktop services) on these terms and conditions. You can use as much hot water as you want. These terms and conditions allow us to turn off or reduce your hot water supply in some situations.

Hot Water Service means the heating and metering of water provided by a Central Hot Water Plant

Gas Cooktop Service means a fixed charge for the provision of unmetered gas to a cooktop or BBQ.

2. YOU WILL PAY THE STANDARD PRICES

2.1 You must pay us a standard price

You must pay us a standard price.

2.2 What are the standard prices?

There are two types of standard price: a price based on a LPG gas supply to the hot water plant and a price based on a Natural Gas supply to the hot water plant. A standard price can include a fixed component and a usage component that consists of a number of "steps", where the cost of hot water changes depending on how much hot water you use. The fixed component and the steps of the usage component should be set out in the attached schedule or can be viewed on our web site www.smartenergysystems.com.au. A standard price will be reviewed quarterly where the plant is an LPG gas fired plant or annually where the plant is fired by Natural Gas. The standard price will also be reviewed when the prices under the maximum price permitted by the Gas Tariffs Regulations are increased.

3. WHICH STANDARD PRICE DO YOU PAY?

Your bill will show which price you are paying. A pricing schedule contains all tariffs and fees applicable to your building will also be supplied.

4. YOU MUST ALSO PAY CHARGES AND FEES

You must pay any charges for and associated with the heating of hot water at the property, the provision of gas cooktop, as applicable to you. In addition to the standard price. We can charge you the following fees:

- [a] account application; and
- [b] meter testing; and
- [c] overdue notice; and
- [d] final meter readings; and
- [e] turning off your hot water in some circumstances; and
- [f] turning your hot water back on in some circumstances; and
- [g] removing or physically disconnecting the meter; and
- [h] for replacing or physically reconnecting the meter.
- [i] unallocated refunds*.

* this fee will be charged for resources in tracking down clients to refund their deposits for clients who vacated premises without requesting final reads. We will make contact via telephone, mobile, emails and in writing, and any other method/resources that we have available to endeavour to organise the refund of the deposit and the fee is an annual fee for follow up attempts annually. To cover these costs a \$30.00 annual charge will be issued and deducted from the credit amount.

We can charge other fees as well. These fees on our website.

We can charge other fees as well. We will publish the fees on our website and/or on pricing schedule.

5. WE CAN CHANGE THE STANDARD PRICES AND THE FEES

We can change any standard price or fee, and add new fees or remove fees, from time to time. When we do so, we will publish the changed price or fee, or the new price or fee, and the date from which the change commences on the invoice and on our website. The price or fee will change on the published date.

6. HOW WE CALCULATE THE AMOUNT OF HOT WATER YOU HAVE USED

6.1 Metering

The meter measures the volume of hot water you use. The reading on your meter is conclusive evidence of the volume of hot water you have used, unless there is a metering inaccuracy. If we find that the meter is inaccurately measuring the volume of hot water you use, we can change the meter. There is no fee for this change.

6.2 You can ask for a meter test

You can ask to have your meter tested, to ensure it is measuring accurately. If it is measuring accurately, you must pay a meter testing fee. If it is not measuring accurately, there is no fee, and:

[a] we will decide whether we repair the meter or replace it; and

[b] There is no fee for repairing or replacing an inaccurate meter, unless you have damaged or interfered with the network equipment.

We will try to respond to your request for a meter test within 7 business days.

7. WE CAN BASE YOUR BILL ON ESTIMATES OF YOUR HOT WATER USE

If the information we need to prepare an accurate bill is not available in time [for example, if we haven't been able to access your meter to read it, or you fail to give us notice under clause 16 'Moving out of the supply address'], we can use estimates of the volume of hot water you use. If we use estimates, then:

[a] we will say on your bill that we have done so; and

[b] we will try to base our estimate on the volume of hot water you have used in the past; and

[c] when accurate information becomes available, we will [if necessary] include a correction in your next bill so that you are not overcharged or undercharged unless the estimate was used to produce a final bill.

Wherever the contract refers to a meter reading, it includes an estimation under this clause.

8. HOW WE WILL BILL YOU

We can decide how often we bill you. It will normally be either approximately once every month, or approximately once every three months. Your first bill will indicate which of these applies. We can change how often we bill you. Each bill will show:

- [a] the supply address to which the bill relates and your account number; and
- [b] the dates of the meter readings which start and end the billing period; and
- [c] the meter reading or estimated meter reading at the end of the billing period; and
- [d] the volume of hot water you used during the billing period; and
- [e] the number of units of hot water you used during the billing period; and
- [f] the price or prices which applied to you for the billing period; and
- [g] any other fees, charges or adjustments [for the billing period and also outstanding from previous bills];
- [h] the interest rate we have charged on any outstanding amounts; and
- [i] the amount payable or in credit for the billing period [taking all the above into account]; and
- [j] the due date, which will be at least 14 days after the date of the bill.

9. PAYING YOUR BILL

9.1 You must pay your charges, which may include:

- [a] The heating component charge for the supply of hot water services, which is based on your consumption of hot water applied at the tariff specified on your bill
- [b] If applicable a daily charge that covers fixed costs
- [c] If applicable an unmetered supply charge for the cooktop or BBQ, which is based on the fee and the number of days specified on your bill.
- [d] A credit card surcharge,
- [e] Disconnection and reconnection fee

For each bill, you must pay the full amount payable by the due date. We will give you options as to how you pay your bill. The bill will show the options available.

9.2 If you don't pay your bill

If you don't pay the full amount payable by the due date:

- [a] we can charge you interest on the amount you haven't paid; and
- [b] we can turn off your hot water; and
- [c] we can charge you a fee for each overdue notice we send you.

If you pay by cheque and the cheque is dishonored or reversed [these are often called "bounced"], and as a result we have to pay bank fees, you must reimburse us for those fees and also pay us an administration fee. If you still haven't paid your bill in full after 2 overdue notices, we can refer your debt to a debt collection agency or our solicitors. If we do, you must pay all costs and disbursements incurred by us in pursuing the debt including legal costs on a solicitor and own client basis and all our collection agency costs.

9.3 If you are having trouble paying

If you can't afford to pay your bills, you should let us know as soon as possible. You can write to us, call our Customer Contact Centre, or email us. Our contact details will appear on each bill. We will then offer you:

- [a] the option of paying by installments; and
- [b] the option of getting us to redirect your bill to a third person; and
- [c] Information about Government assistance programs; and
- [d] Information about independent financial

counseling services.

9.4 Interest rate

The interest rate you pay on amounts you haven't paid us will be the standard interest rate we publish for customers paying the standard price you pay. We can change the standard interest rates from time to time, and when we do, we will publish the change. The interest rate will be 3 percentage points above the quoted rate for a one-month bank bill quoted by one of the Commonwealth Bank of Australia, Australia and New Zealand Banking Group Limited or National Australia Bank

10. IF WE UNDERCHARGE OR OVERCHARGE YOU

10.1 Undercharging

If we undercharge you because of an error, including a metering error, then we can ask you to make a correcting payment, but:

- [a] the correcting payment will only relate to errors for [at most] the 12 months before your most recent bill;
- [b] we will show the correcting payment as a separate item in your bill, with an explanation; and
- [c] we will not charge you interest on the correcting payment. If you ask us, we will [on certain conditions] agree that you can pay the correcting payment by installments. We will not charge you interest on these installments.

10.2 Overcharging

If we overcharge you because of an error, including a metering error, then:

- [a] we will tell you within 10 business days after we discover the overcharging; and
- [b] we will give you a correcting refund; and
- [c] we will not pay you interest on the correcting refund. In the case of a metering error, the correcting refund will only be for [at most] the 12 months before your most recent bill. You can choose whether we make the correcting refund as:
 - [i] a credit to your account; or
 - [ii] a payment to you; or
 - [iii] a payment to someone else [if you tell us who, in writing].

11. THINGS YOU MUST TELL US

You must tell us as soon as possible:

- [a] if there is a change in the person responsible for paying your bills; or
- [b] if there is a change in your billing address or contact details; or
- [c] if you change something at the supply address which makes our access to the meter more difficult; or
- [d] if you are planning a change to your equipment which might affect the quality or safety of any hot water supply to you or anyone else; or
- [e] if you become aware of any hot water leak or other problem with the network equipment, at or reasonably close to the supply address.

12. THINGS YOU MUST NOT DO

You must not tamper with or bypass the meter or allow anyone else to do so. You must not, without our permission, turn your hot water back on at the meter if it has been turned off.

13. NETWORK EQUIPMENT AND YOUR EQUIPMENT

The meter and pulse cabling which may be accessible at each apartment belongs to our network equipment. We will inspect and look after our network equipment. Everything else (other than the boiler and communications equipment in the plant room / communications room) is not our equipment. You must not let anyone other than our representative's work on our equipment. You must protect network equipment from damage and interference. You must not use hot water in a way that interferes with network equipment or with the supply of hot water to anyone else, or in a way that causes loss to anyone else.

14. YOU MUST GIVE US ACCESS TO THE SUPPLY ADDRESS

You must let us have safe and unrestricted access to the supply address when we need it:

- [a] to read the meter; or
- [b] to inspect or work on any network equipment; or
- [c] to turn off your hot water supply if we think it necessary; or
- [d] to inspect your equipment [although we are under no obligation to do so]; or
- [e] [at any reasonable time] for any other reason having to do with the contract. We must give you at least 24 hours' notice before coming onto the supply address, except:

- [i] for a routine meter reading, or
- [ii] in an emergency; or
- [iii] if we suspect hot water is being used illegally at the supply address [for example if we suspect that you are bypassing your meter].

A person coming onto the supply address on our behalf must show you, if asked, identification that he or she is our agent.

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15. **MOVING INTO THE SUPPLY ADDRESS**
- 15.1 **New hot water connection**
We will charge you for hot water from the date we turn hot water on at the *supply address*.
- 15.2 **Existing hot water connection**
We can ask you to pay for all hot water used at the *supply address* since the final *meter* reading was taken when the final *meter* reading is taken. If we don't do a final *meter* reading on the day the previous person moved out, we will estimate how much hot water you used and how much the previous customer used. We will try to share the cost of hot water between you and the previous customer:
[a] so that each of you pay a fair share; and
[b] so that we don't overcharge or undercharge you.
- 15.3 **Security Deposits**
When you open your hot water account with us, we will require payment of \$150.00 as a security deposit as security that you will comply with all of the terms of this agreement (Smart Energy Systems Hot Water Supply – Standard Terms and Conditions). If you fail to comply with the terms of this agreement, we may be able to keep this security deposit to offset any unpaid monies owing. If you have complied with all terms of this agreement your Security Deposit will be offset against your closing balance on account finalisation, and any balance refunded.
16. **MOVING OUT OF THE SUPPLY ADDRESS**
If you move out of the *supply address* you must:
[a] give us at least 3 *business days'* notice; and
[b] give us an address where the final bill can be sent. Your final invoice or notice of refund will be processed within 2 business days. We will make a final *meter* reading and then issue you with a final bill. We may offset a Security Deposit received from you against your closing balance and may also apply a refund as required subject to you meeting the requirements of clause 15.3 Security Deposits. We can charge you a fee for issuing a final bill. If we don't read the *meter* on the day you move out, we will estimate how much hot water you used and how much the next customer used. We will try to share the cost of hot water between you and the next customer:
[i] so that each of you pay a fair share; and
[ii] so that we don't overcharge or undercharge you.
If you give us at least 3 *business days'* notice before you move out, we will not ask you to pay for hot water beyond the day you move out. If you don't give us at least 3 *business days'* notice before you move out, we can ask you to pay for hot water used at the *supply address* for up to 3 *business days* after we find out that you have moved out. If you are forced to move out [for example by eviction] with less than 3 *business days'* notice, and you let us know immediately, we will not ask you to pay for hot water used at the *supply address* beyond the period of notice you were given.
17. **IF THINGS HAPPEN BEYOND YOUR CONTROL**
You must pay your bill by the due date shown on the bill, even if something happens which is beyond your control. Otherwise, if something beyond your control happens which makes you breach the contract:
[a] you must tell us immediately; and
[b] we will excuse that breach for as long as the thing beyond your control lasts.
18. **IF THINGS HAPPEN BEYOND OUR CONTROL**
If something beyond our control happens which makes us breach the contract, you must excuse that breach for as long as the thing beyond our control lasts. Because we don't operate the gas distribution network one of the things which can happen beyond our control is that the operator of that network doesn't transport gas. We will use our contract with that operator to try to make sure that this does not happen.
19. **WE CAN CHANGE THESE TERMS AND CONDITIONS**
We can change these terms and conditions. When we do so, we will *publish* the changed terms and conditions and the date from which the change commences. The terms and conditions will change on the *published* date.
20. **WHEN WE CAN TURN OFF YOUR HOT WATER, AND WHEN WE WILL TURN IT ON AGAIN**
- 20.1 **Unpaid bills**
We can turn off your hot water if you haven't paid your bill for this *supply address* [or any other address in respect of which you haven't paid your bill] in full by the due date shown on the bill or agreed to an alternative payment plan for the amount you owe us. If you agree to an alternative payment plan, we can turn off your hot water if you don't keep to that plan. We can charge you a fee for turning off your hot water. We will turn your hot water on again when you pay the bill in full or agree to an alternative payment plan. We can charge you a fee for turning your hot water back on.
- 20.2 **Not giving us access to the meter (manual read)**
We can turn off your hot water if you don't give us safe and unrestricted access to the *supply address* to read the *meter*. We can charge you a fee for turning off your hot water before we turn off your hot water for this reason, we will:
[a] try to access the *meter* on at least 3 separate days; and
[b] give you a written notice each time we can't get access; and
[c] give you a chance to give us access by some other reasonable means; and
[d] try to contact you personally, by telephone or in writing; and
[e] give you a written disconnection notice 5 days before turning off your hot water. We will turn your hot water on again when you provide access to the *meter*. We can charge you a fee for turning your hot water back on.
- 20.3 **Emergencies**
We can always turn off your hot water without notice to you in an emergency, or if we need to do so to comply with a law. If we do, you can get information by contacting our 24-hour emergency line. Our contact details will appear on each bill. We will try to turn your hot water on again as soon as possible. There is no fee for turning off your hot water or turning it back on in this case. Nothing in the contract limits our statutory powers in relation to emergencies and safety.
- 20.4 **Health or safety reasons**
We can always turn off your hot water for other health or safety reasons, but if we do:
[a] we will give you a written notice explaining what the health or safety problem is; and
[b] where we think it possible, we will give you up to 5 days to fix the problem, if we think it is a problem you can fix, and
[c] where we think it possible, we will give you a written disconnection notice up to a further 5 days before turning off your hot water.
We can charge you a fee for turning off your hot water if the problem is your fault or is in your equipment. We will turn your hot water on again when we are satisfied that you have fixed the problem. We can charge you a fee for turning your hot water back on if the problem was your fault or was in your equipment.
- 20.5 **Legal requirement**
We can turn off your hot water for a period of time without notice to you, if we are required by law to do so. If we do, or if we ask you to use less hot water or stop using hot water, you must do as we ask. We will do our best to turn your hot water on again as soon as possible. There is no fee for turning off your hot water or turning it back on in this case.
- 20.6 **Planned maintenance**
We can turn off your hot water when it is necessary for work on the hot water distribution network. We will try to give you at least 4 days' notice. We will do our best to turn your hot water on again as soon as possible. There is no fee for turning off your hot water or turning it back on in this case.
- 20.7 **Unauthorised use of hot water**
We can turn off your hot water.
[a] if you commit a fraud relating to our supply of hot water to you at the *supply address* or any other *supply address*; or
[b] if you get hot water supplied to the *supply address* illegally; or
[c] if you get hot water supplied to the *supply address* in breach of the contract.
We can charge you a fee for turning off your hot water, and we can ask you to pay any reasonable costs we incur turning off your hot water. In addition, we can measure [or estimate if necessary] any units of hot water, which you haven't paid for, and ask you, to pay for those units. We will turn your hot water on again when you have stopped obtaining your hot water in the Unauthorised way and have paid all amounts owing [or made an arrangement to pay them]. We can charge you a fee for turning your hot water back on. If we think you have used hot water illegally, we can tell the coordinator at the office of Mines and Energy and the Police [as appropriate] and give them any information we have in relation to your illegal use.
21. **IF YOU HAVE BEEN DISCONNECTED, WE CAN REMOVE OR PHYSICALLY DISCONNECT THE METER**
Whenever we turn off your hot water, we can remove the *meter* or physically disconnect the *meter*. We can remove or physically disconnect the *meter* at the same time that we turn off your hot water, or at a later time. The fees we charge you for turning off your hot water and turning your hot water back on can include separate fees for removing or physically disconnecting the *meter*, and for replacing or physically reconnecting the *meter*.
22. **THE TIME WHEN WE WILL RECONNECT YOU**
We will try to meet the reconnection deadlines in the following table:
If you ask us to turn on your hot water then we will try to turn your hot water back on before 3pm on a *business day* on the same day after 3pm on a *business day*, on the next *business day* or on a day which is not a *business day* after 3pm on a *business day* on the same day or on a day which is not a *business day*, and you pay our fee for turning your hot water back on after-hours [If we have removed or physically disconnected the *meter* we won't be able to meet these deadlines.]
23. **PRIVACY ACT 1988**
[a] You agree for us to obtain from a credit reporting agency a credit report containing personal credit information about you in relation to credit provided by us.
[b] You agree we may exchange information about you with those credit providers either named as trade referees by you or named in a consumer credit report issued by a credit reporting agency for the following purposes:
to assess an application by you; and/or
[i] to notify other credit providers of a default by you; and/or
[ii] to exchange information with other credit providers as to the status of your credit account, where you are in default with other credit providers; and/or
[iii] to assess your credit worthiness.
[c] You consent to us being given a consumer credit report to collect overdue payment on commercial credit (Section 18K1h privacy act 1988).
[d] You agree that personal credit information provided may be used and retained by us for the following purposes as shall be agreed between you and us or required by law from time to time:
[i] provision of Goods; and/or
[ii] marketing of Goods by us, our agents or distributors in relation to the Goods; and/or
[iii] analyzing, verifying and/or checking your credit, payment and/or status in relation to provision of Goods; and/or
[iv] processing of any payment instructions, direct debit facilities and/or credit facilities requested by you; and/or
[v] enabling the daily operation of your account and/or the collection of amounts outstanding on your account in relation to the Goods.
[e] We may give information about you to create or maintain a credit information file containing information about you.
24. **CONFIDENTIALITY**
We will keep confidential your information in accordance with the *customer service code*, except where:
[a] we have your prior consent; or
[b] disclosure is required to comply with any accounting or stock exchange requirement [such information disclosed will, as far as possible, be in an aggregated form]; or
[c] disclosure is required to comply with any legal or regulatory requirement, or in the course of legal or other proceedings or arbitration; or
[d] the information is in the public domain other than by breach of this clause; or
[e] we think you have used hot water illegally, and where we may give any information we have, in relation to your illegal use.
25. **CONFIDENTIALITY AND THIRD PARTIES NOTES**
Property Managers/Realtors and Body Corporate Management Co's often act as a facilitator, or as party to, a tenancy agreement, and therefore are required to provide legal protection of disclosure of personal information in their provision of record keeping and are often also responsible for the facilitation of utility services such as electricity and gas for which the tenant must pay. As SES have been appointed as a service provider to provide SHW and Gas UMA's to the building, it is necessary that SES liaise with the above third-party agents to obtain the contact details for the establishment of accounts and to avoid disconnecting services due to an unknown occupier. SES will also liaise with these third parties where tenants vacate properties without having giving notice to SES, for SES to facilitate a final meter read and process the closure of an account. This Information exchanged is deemed 'an authorised use of disclosure of personal information' and as such is protected by contractual agreement in the Service Provider Agreement between SES and the Body Corporate.

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26. PROTECTION FOR US [EXCLUSIONCLAUSE]

This clause means that *you* might not be able to get compensation from *us* for some losses *you* might suffer as a result of *our* actions. The effect of this clause may be limited by law, in which case it has effect only as far as the law allows. Despite anything else the *contract* says, and despite anything outside the *contract*, *we* will only ever be liable to *you* for direct damage. *We* will not in any circumstances be liable to *you* for indirect damage, including [but not limited to]:

- [a] indirect loss; or
- [b] consequential loss; or
- [c] business interruption loss; or
- [d] lost profits; or
- [e] loss of an opportunity; or
- [f] *your* liability to other people under contracts or otherwise.