

## Terms and Conditions and General Information

### General

1. The Body Corporate has entered into a Bulk-Supply Agreement for the scheme and offers to on-supply that utility to the Consumer in accordance with the terms set out in this agreement.
2. Consumer accepts the on-supply of utilities on the terms set out in this Agreement and any applicable Supply Conditions. In consideration, the Consumer will pay the fees and charges in accordance with this agreement.
3. The Body Corporate may vary the fees and charges payable by the Consumer for the on-supply utilities to the Lot from time to time on giving reasonable notice to the Consumer.
4. The Body Corporate must not charge the Consumer tariffs or other fees that are higher than the maximum price that can be charged by the relevant local area retailer for new connections,
5. The Body Corporate may invoice the Consumer periodically for the on-supply of utilities and the Occupier must pay all invoiced amounts within 14 days after they are given the invoice, failing which the Body Corporate may institute proceedings to recover any unpaid and invoiced amounts and recover the reasonable costs of those proceedings from the Consumer.
6. Any account disputes must be made in writing before the due date of any invoice.
7. Upon payment of any amounts that are not made by direct debit, the Body Corporate must provide a receipt. If payment has been made by credit card over the phone the Body Corporate can provide a receipt number to satisfy its obligation under this clause.
8. The Consumer agrees to do all things reasonably necessary to ensure that the Body Corporate is not in breach of this Supply Agreement.
9. The Body Corporate is not responsible or liable to the Consumer for any failure of the supply of utilities due to breakdowns, repairs, strikes, accidents or causes of any class or description.
10. The Consumer must not alter, tamper or interfere with any infrastructure or metering at the scheme and must allow the Body Corporate and any of its representatives access to the Lot as is reasonably required for the purposes of maintenance, meter reading or carrying out obligations under this Agreement.
11. The Body Corporate must notify the Consumer and the Australian Energy Regulator immediately if the supply is disconnected, or if there is any likelihood that they will be unable to continue selling energy.

### Disconnection and reconnection

12. The Body Corporate can disconnect or cease the energy supply to the Consumer if the:
  - a. Supply Agreement has been terminated;
  - b. Consumer has requested disconnection,
  - c. continuity of supply to the Supply Address would be unsafe and the Body Corporate has used its best endeavours to notify the Consumer and must arrange for reconnection of the premises as soon as practicable when it is safe to continue the supply;
  - d. Consumer's occupation of the Supply Address has ended and the Consumer is vacating the premises; or
  - e. It is otherwise lawful for the Body Corporate to do so.
13. The Body Corporate cannot disconnect or cease the energy supply to the Consumer if:
  - a. A person residing at the Customer's premises requires life support equipment that depends on energy for its operation;
  - b. An application has been made by or on behalf of the exempt Customer for assistance to an organisation responsible for a rebate, concession or relief available under any government or non-government funded energy charge rebate, concession or relief scheme and a decision on the application has not been made;
  - c. The Consumer has made a complaint directly related to the proposed reason for disconnection or cessation of supply, to the Body Corporate, the energy Ombudsman or another relevant external dispute resolution body and the complaint remains unresolved;
  - d. disconnection or cessation would occur on:
    - i. a business day before 8 am or after 3 pm, or
    - ii. a Friday or the day before a public holiday, or
    - iii. a weekend or a public holiday, or
    - iv. the days between 20 December and 31 December (inclusive) in any year; or
  - e. disconnection or cessation is prohibited on a day due to extreme weather conditions
14. Where the Body Corporate has arranged for the disconnection of the supply to the Consumer and the Consumer has within 10 business days of the disconnection:
  - a. if relevant, rectified the matter that led to the disconnection;
  - b. made a request for reconnection and paid any charge for reconnection

the Body Corporate must reconnect the premises as soon as practicable.

### Billing

15. Any invoices issued pursuant to this Supply Agreement must include the following:
  - a. name and address of the Consumer;
  - b. date that the invoice was issued;
  - c. identifier of the meter for the Consumer's premises;
  - d. due date for the bill;

- e. dates to which the meter reading or estimate applies (billing period);
- f. current and previous meter reading in kilowatt hours;
- g. energy consumed in the reading period in kilowatt hours;
- h. tariffs, fees and charges applicable to the Consumer and the basis on which they are calculated;
- i. any amount deducted, credited or received under a rebate, concession or relief scheme;
- j. details of the available payment methods; and
- k. telephone number for account inquiries and complaints.

16. From time to time, the Body Corporate may be subject to new or increased fees, costs, charges or taxes relating to the on-supply of utilities or other services to the Customer. Provided it is lawful to do so, the Body Corporate may pass the liability for these fees, costs, charges and taxes onto the Consumer by providing the Consumer with notice of any changes as soon as possible.
17. Where any amount paid by the Consumer or by the Body Corporate under this contract are payments for "taxable supplies" as defined for GST purposes, to the extent permitted by law, these payments will be increased so that the GST payable on the taxable supply is passed on to the Consumer of that taxable supply.
18. Charges are based on the utilities used and is measured by installed meters. If the meter is unable to be read or the metering data is not obtained for any reason than the amount of consumption which was purchased from the Body Corporate may be estimated. The estimate must be based on historical metering data or if that is not possible, the average consumption by a comparable Consumer. The utility account will clearly state that the account is based on an estimate. When the meter is subsequently read, the utility account will be adjusted for the difference between the estimate and the actual amount of utility used, based on the reading of the meter.
19. Payment may be made by the Consumer to the Body Corporate by:
  - a. direct debit, if the Direct Debit Form is completed;
  - b. Transfer into the Nominated Account; or
  - c. By telephone or in person by contacting the Contractor.

### Flexible payments

20. If the Consumer has difficulties paying the utilities account, the Consumer should contact the Body Corporate as soon as possible. The Body Corporate agrees to provide the Consumer with information about flexible payment options available and, offer a flexible payment option to the Consumer.
21. Flexible payment options may include arrangements for payment by periodic instalments having regard to:
  - a. the Consumer's capacity to pay;
  - b. any arrears owing by the Consumer; and
  - c. the Consumer's expected consumption needs over the following 12 month period.
22. The requirements do not apply where the Consumer has:
  - a. had two flexible payment arrangements cancelled by the Body Corporate in the previous 12 months due to non-payment, or
  - b. been convicted of an offence involving illegal use of electricity in the previous two years.
23. If the Body Corporate has issued the Consumer a utilities account and the account is disputed on a genuine basis the Consumer must:
  - a. pay the portion of the account which the Consumer does not dispute;
  - b. provide the Body Corporate with a detailed statement of the Consumer's objections to the disputed amount; and
  - c. pay any further accounts the Consumer receives while the dispute is being resolved.

### Disputes

24. If a dispute arises in connection with this Supply Agreement, the Body Corporate must make reasonable endeavours to resolve the dispute; and advise the Consumer of any right that the Consumer has to access the energy Ombudsman scheme or any other relevant external dispute resolution body in Queensland.

### Conditions on the supply

25. All Supply Conditions will apply to the supply of utilities under this Agreement. To the extent that there is any inconsistency between the operative terms of this Agreement and the Supply Conditions, the Supply Conditions will prevail.
26. If it is held that any part of this Agreement is void, voidable, illegal or unenforceable; or this Agreement would be void, voidable, illegal or unenforceable unless any part of this Agreement were severed, Then that part of this Agreement will be severed from, and will not affect or derogate from, the enforceability or validity of the parties' rights or obligations or the continual operation of the remainder of this Agreement.

### Termination

28. Either party may terminate this Agreement by giving 14 days written notice to the other.
29. The Consumer is liable for all fees and charges up until the date the agreement is terminated.
30. This Agreement will terminate immediately if the Bulk-Supply Agreement is terminated for any reason.

### Review of terms

31. At any time during the term of this Agreement, the Body Corporate may give notice to the Consumer which sets out proposed amendments to any term of this Agreement. If no notice is made by the consumer within 14 days, the consumer is deemed

#### SCHEDULE of Fees – (GST inclusive)

Fees and charges are correct as at 1st July 2017 and are subject to annual review.

Service Fee	Determined by read frequency
Late Payment Fee	\$16.50 per notice
Dishonoured Payment Fee	\$27.50 per dishonoured payment
Additional meter reading	\$33.00 per reading
Arrears call to consumer	\$5.00 per call
Disconnection/Reconnection Fee	\$77.00 per disconnection
Disconnection Fee (Via Electrician)	At electricians cost
Security Deposit	Applied only in accordance with Retail Acts/Laws and AER Guideline