

Club Lifestyle Terms and Conditions

IMPORTANT NOTICE TO THE PURCHASER: YOU HAVE A RIGHT TO CANCEL THIS AGREEMENT WITHIN 10 DAYS FROM AND INCLUDING IN THE CASE OF A TELEPHONE MARKETING AGREEMENT (that is, an agreement made over the telephone), THE DAY YOU RECEIVED THE AGREEMENT DOCUMENT.

IMPORTANT DETAILS ABOUT YOUR RIGHTS ARE SET OUT IN THE CANCELLATION NOTICE PROVIDED WITH THIS DOCUMENT

1. Purpose of this Agreement

These Standard Terms and Conditions are an Agreement for the supply of electricity.

These Standard Terms and Conditions set out the terms on which we (**Neighbourhood Energy**) will supply you (**the customer**) electricity at your property (**Supply Address**).

2. General

In these Standard Terms and Conditions:

We and **us** means **Our Neighbourhood Energy Pty Ltd** (ACN 109 118 578) (**Neighbourhood Energy**) located at Suite 2, 431 Glenhuntly Road Elsternwick, Victoria, 3185 and **our** has a corresponding meaning;

You means you **the customer** obtaining the supply of electricity from us at a Supply Address nominated by **you** and **your** has a corresponding meaning.

3. Agreement and Term

This Agreement between us and you is made when, by your voice recording signature, you consent to enter into the Agreement or when you otherwise accept these standard terms and conditions. Terms and conditions other than those set out in this document may be implied into this Agreement as a matter of law and nothing in this Agreement should be construed as restricting or excluding any such implied term.

This Agreement is a fixed term agreement and will last for a period of two years from the date on which this Agreement was made.

4. Commencement of Supply

We will begin supplying you with electricity and will become your electricity retailer from the date of the next scheduled meter reading after: the cooling off period (if any) has expired; or the date on which you entered into this Agreement with us (**Commencement Date**).

5. Mutual Obligations

We agree that from the Commencement Date we will begin supplying you with electricity at the Supply Address and you agree to purchase that electricity from us on the terms and conditions set out in this Agreement.

It is agreed that the quantity of electricity supplied by us to you at the Supply Address will be measured by the meter at the Supply Address.

6. Billing, Pricing and Tariffs

We will bill you each calendar month for the supply of electricity to the Supply Address during the preceding month.

Unless an actual meter reading is available the bills that we issue to you will be based on our best estimate of your likely usage based on the historical information available to us. You consent to us issuing you with estimated bills in the absence of an actual meter reading.

We will bill you, and you must pay us for the electricity we supply to the Supply Address and the amount of your bill will be collated in accordance with the following formula.

(Amount of electricity x Applicable Tariff) + Additional Charges + Other Supplies + GST (if any)

"Applicable Tariff" in relation to your bill, means the tariff applicable to your area and for your meter configuration on the date of that bill.

"Additional Charges" means any fees, costs or other charges incurred by us that we are entitled to charge to you as a result of the express or implied terms of this Agreement.

"Other Supplies" means any amounts that we are entitled to charge you or which remain outstanding for the supply of electricity pursuant to an agreement between you and us for the supply of electricity at an address other than the Supply Address.

If we have billed you based on estimates of your electricity usage and we subsequently obtain reliable meter readings we will adjust your subsequent bill accordingly.

If we discover that we have failed to charge you or have undercharged you for certain periods we may add the uncharged amounts to your subsequent bill but in doing so and in seeking recovery of those uncharged amounts from you we will comply with the relevant provisions of the **Energy Retail Code**.

If this Agreement is terminated for a reason other than the expiry of the fixed term which does not concern a breach of this Agreement by us, we will apply a \$85.00 termination fee to your final bill.

7. Payment

All bills issued by us to you under this Agreement must be paid, using one of the payment options set out in the invoice, within 12 business days of the issue date of that bill, unless we have made separate written arrangement with you.

The total amount due and payable in relation to a bill issued by us to you shall be clearly set out as the "outstanding amount", which already takes account of any Pay-On-Time discount to which you may be entitled.

8. Credit Checks

We may, in our absolute discretion, undertake a credit check on you through a credit-reporting agency. You authorise us to conduct a credit assessment of you using any information we have to establish your creditworthiness. This will be undertaken in accordance with the Energy Retail Code and all relevant legislation.

9. Refundable Advances

We may require you to provide us with a refundable advance if:

- a. you have left a previous address or have transferred to an electricity retailer and still have relevant arrears in respect of the previous account;
- b. within the previous two years you have used electricity otherwise than in accordance with applicable laws and codes;
- c. you are a new customer and have failed to provide acceptable identification;
- d. we decide that you have an unsatisfactory credit rating; or
- e. your account is in arrears and you have failed to accept an instalment plan offered to you by us.

If we require a refundable advance, we will notify you of the amount we require - we will pay interest on a refundable advance based on the prevailing bank bill rate.

We may use the refundable advance and any accrued interest to offset any amount owed by you to us under this Agreement if: you fail to pay a bill which results in the disconnection of your electricity supply and you no longer have a right of reconnection; you vacate the supply address, request to be disconnected or transfer to another retailer.

The refundable advance will be refunded to you within 10 business days if you pay a year's bills by their due date, or if you cease to take supply of electricity under this Agreement.

10. Access

You agree to provide unhindered and safe access to the meter at the Supply Address at all times to the agents of Neighbourhood Energy, the agents of your local Distributor or metering provider whilst you are a customer of Neighbourhood Energy and for a reasonable period thereafter.

You acknowledge that failure to provide access to the meter at the Supply Address can result in continuous estimated bills being issued and resulting in a disconnection under the Energy Retail Code.

11. Termination and Disconnection

We may disconnect the Supply Address and/or terminate this Agreement for any of the following reasons:

- a. on request by you;
- b. upon the expiry of this fixed term agreement;
- c. if your account remains in arrears following the issue and expiry of a disconnection notice and you have failed to make alternative arrangements with us concerning your account;
- d. you unreasonably refuse to provide us, our agents or your Distributor or its agents (as the case may be) with access to the Supply Address;
- e. if we conclude that you have fraudulently obtained electricity at the Supply Address.
- f. you have refused to provide us with a refundable advance;
- g. you have vacated the Supply Address.

If we disconnect the Supply Address for any of the foregoing reasons and if any of those reasons are continuing 10 business days after the disconnection of the Supply Address, this Agreement will terminate without further action from either you or us. If this Agreement terminates in accordance with this clause you remain liable to us for any amounts owing from you to us under this Agreement immediately prior to termination (including amounts not at that date billed by us).

The Supply Address will not be disconnected and this Agreement will not be terminated if:

- a. it is a registered life support site and you have notified us and the local Distributor of this fact; or
- b. you have an application for a Utility Relief Grant for the Supply Address or for arrears of anything other than the supply of electricity.

You may terminate this Agreement by giving us ten business days notice.

12. Vacating the Supply Address

You must provide us with no less than 10 business days notice if you intend to vacate the Supply Address together with details of the date you intend to vacate the Supply Address. You must provide us with a forwarding address where we can send the final bill.

You will be responsible for the electricity supplied at the Supply Address until you have provided us with 10 business days notice that you are vacating the Supply Address or a new customer enters into an Agreement for the supply of electricity to the Supply Address.

13. Illegal or Fraudulent Consumption

- a. You must not use the electricity supplied to the Supply Address illegally and must not obtain a supply of electricity at the Supply Address either fraudulently or for fraudulent purposes.
- b. If you breach subclause (a):
 - I. we may bill you based on our best estimate of the amount of electricity that you have used but usage not paid for as a result of the breach;
 - II. the bills based on estimated usage will be immediately payable to us by you in full;
 - III. we may also recover from you any additional charges incurred by us as a result of your breach;
 - IV. we may notify your Distributor and appropriate authorities of the activities giving rise to the breach;
 - V. we may disconnect your electricity supply.

14. Assignment

We may assign, or otherwise dispose of the whole or any part of our interest in this Agreement without your consent, to a person who acquires all or part of the retail business of Neighbourhood Energy.

15. Force Majeure

- a. If either you or us (**affected party**) are unable to comply with any of our respective obligations under this Agreement due to a force majeure event or due to the Distributor, Generator or Producer's inability to supply energy or changes in applicable laws the compliance with that obligation by the affected party shall be suspended (except the obligation to pay any money owing) for as long as and to the extent that compliance with that obligation is affected by that *force majeure event*.
- b. The affected party must use its best endeavours to remove, overcome or minimise the effects of the *force majeure event* as quickly as possible.

Nothing in this clause operates to exclude or limit in any way section 177 of the **Electricity Industry Act 2000 (Vic)**.

16. Variations and Amendments

We may amend or vary this Agreement at any time in writing by publishing a variation to these Terms and Conditions on our website and providing you with thirty business-days written notice.

17. Energy Retail Code and Regulatory Requirements

- a. Any relevant provision that is required to be included in this Agreement by a regulatory requirement that is not expressly included, is deemed to be incorporated as if it were a term of this Agreement.
- b. In the event of any inconsistency between a regulatory requirement and the terms of this Agreement, the regulatory requirement will prevail. In the event there is express inconsistency between a regulatory requirement and a term of this Agreement the relevant term of this Agreement is void and the regulatory requirement is deemed to be part of this Agreement in its place.
- c. Both you and us must perform our obligations and exercise our rights under this Agreement in accordance with the requirements of the relevant regulatory requirement.

Definitions:

Business Day: Any day that is not a Saturday, Sunday or a proclaimed Public Holiday under the Public Holidays Act 1993.

Cooling-Off Period: The period under the Energy Retail Code in which you have a right to cancel this Agreement without penalty by giving written notice to Us - within ten business days from date when this Agreement was made.

Distributor: The holder of the distribution licence of the electricity distribution network to which the Supply Address is connected;

Due Date: The date your bill becomes due and payable.

Energy Retail Code: The Victorian Energy Retail Code of the Essential Services Commission.

Essential Services Commission: The Essential Services Commission of Victoria.

Force Majeure Event: An event beyond the reasonable control of You or Us.

GST: Goods and Services Tax as defined under the GST Law.

GST Law: The definition given in A New Tax System (Goods and Services Tax) Act 1999.

Meter: The same meaning as in the Energy Retail Code.

Pay-On-Time Discount in relation to a bill from us to you for the supply of electricity under this Agreement, means a discount of 10% which we will apply to your bill provided that your previous bill was paid in full by the due date and your account is not currently in arrears.

Refundable Advance: means an amount of money or other arrangement acceptable to us as security against you defaulting on a bill.

Regulatory Requirements: means all relevant legislation, regulations, codes, guidelines, orders in council, licences, directions or standards applicable to participants in the Victorian region of the electricity market.

Relevant Arrears: means arrears on an account of an amount that is equal to or greater than an amount set by the Essential Services Commissioner from time to time, or if no amount is so set out, zero.

Voice Recording Signature: means a voice recording, retained by us, of you agreeing to make the Agreement with us.