

Your Hot Water Contract

Terms and conditions for Hot Water Customers



Thank you for choosing PowerHub

We pride ourselves on delivering low-cost utilities to customers within strata and other multi-tenanted properties by implementing and operating embedded networks and introducing other energy efficiency and cost-saving initiatives.

We want to make your utilities more affordable and meet your expectations. Our motto at PowerHub is simple:

"We treat customers the way we like to be treated."

PowerHub Contact Details

Get in contact with our friendly team at:



PHONE 1300 196 673
Mon to Fri: 09:00am to 5:00pm (AEST)



EMAIL support@powerhub.net.au



POST PowerHub
PO Box 110, Spring Hill QLD 4004

Interpreter Service

If you require interpreter services for languages other than English, please call 1300 196 673.

Italian - Per assistenza di interpretariato, La preghiamo di telefonare 1300 196 673

Arabic - 1300 196 673

ص+ال+ت+رجى+ي+ة+فوري+ال+ترجمة+ال+خدمة+ب+ة+عان+ت+س+لا+ل+ال

Simplified Chinese - 如需翻译协助, 请致电1300 196 673

Greek - Αν χρειάζεστε διερμηνέα, τηλεφωνήστε στο 1300 196 673

Spanish - Para la asistencia de un intérprete llame al 1300 196 673

Vietnamese - Đ- được trợ giúp từ phiên dịch viên, vui lòng gọi điện thoại 1300 196 673

Payment Difficulties

If you are having trouble paying an account by the due date, please call us as soon as you can on 1300 196 673 and our team will be happy to talk you through the options available.

The sooner you call the sooner we can help.

Disclosure Statement

This Disclosure Statement is provided by PowerHub Pty Ltd and sets out important information for the sale of hot water (and where relevant, unmetered cooktop gas) to you as a Customer under our Hot Water Contract (General Terms).

Capitalised items in this Disclosure Statement have the meaning assigned in the General Terms.

Your Agreement

Your Agreement with us consists of the Customer Details, Utility Plan, Disclosure Statement and General Terms.

Commencement of your Agreement

Your Agreement commences on the date that you provide consent to enter into this Agreement, however, it is conditional until the Site Owner enters into unconditional agreements with PowerHub to give effect to the setup and operation of the Central Water Heating System.

We will commence selling you Utilities from the date we commence supplying Utilities to your Premises, but only after any physical works required to implement the Central Water Heating System have been completed and the Central Water Heating System and the Meters at the Site are permanently commissioned, and if applicable, your account has been transferred to us.

See the General Terms for further information.

Duration of your Agreement

There is no fixed term for your Agreement with PowerHub. This Agreement ends when written notification is provided in accordance with the General Terms and without attracting early termination fees.

Ending your Agreement

If you are vacating your Premises or wish to cancel your Agreement for any other reason, you may do so by giving us at least 3 business days' written notice of the date on which you wish to end the Agreement, and by providing us with a forwarding address to which a final bill may be sent.

There are no early termination fees under this Agreement.

Prices, Fees and Charges

Your Utility prices and other fees and charges are set out in the Utility Plan.

Fees such as late payment fees, paper bill fees, dishonoured payment fees, payment processing fees, connection/disconnection fees and other charges relating to your Meter or Premises may also apply under the General Terms.

A payment processing fee may apply when you pay a bill using a payment method that results in us incurring a merchant services fee (including payment by credit card).

Other charges and feeds may apply in accordance with the Utility Plan and General Terms.

Changes to Prices, Fees and Charges

Unless your Utility Plan indicates otherwise, your prices, fees and charges, early termination fees and penalties, security deposits, service levels, concessions or rebates, or payment options may be varied at any time by PowerHub by giving you written notice in accordance with the General Terms and any relevant Energy Law. See the General Terms for further information.

Billing and Payment Arrangements

We will bill you on a monthly, bi-monthly or quarterly billing cycle as specified in the Utility Plan.

Your bills will be sent to your nominated email address or postal address. If you provide PowerHub with your email address, you consent to receiving your Utility bills and information relating to your Agreement with us by email. You can also elect to receive your Utility bills and information relating to your Agreement by email by calling our customer service team.

You may pay your bills by cash, direct debit, BPAY®, credit card, cheque or any other method listed on your bill or agreed by us.

If you have elected to pay your bills via direct debit from a nominated bank account or credit card, you consent to the amount notified to you via your bill being withdrawn from your bank account or charged to your credit card in accordance with the General Terms.

Electronic transactions

Some of the services you receive under your Agreement may be available electronically. You acknowledge that you may receive services in connection with your Agreement electronically and agree that you will be recognised as having received the information and be bound by any relevant transactions in accordance with relevant legislation and this Agreement.

Security Deposits

In some circumstances, we may require you to provide us with a security deposit. If you have paid a security deposit to us, we will pay you interest on the security deposit. We may use your security deposit, and any interest earned on the security deposit, to offset any amounts you owe to us under your Agreement.

Concessions and Rebates

If you currently hold an eligible concession card, you may be eligible for a government-funded rebate, concession or relief scheme. The form of the concession will depend upon where your Premises is located.

If you need help, we will provide information on these concessions free of charge. To find out more, call us on 1300 196 673 or visit powerhub.net.au/rebates-and-concessions/

Service Standards

Our service to you will meet all applicable laws and regulations in your State including relevant Energy Laws.

We aim to resolve your query or complaint as soon as possible. If we need more time to find an answer or to resolve your issue, we will advise you and keep you updated on our progress.

Complaints & Dispute Resolution

We love to hear positive feedback about our team and performance. We also need to hear negative feedback when we haven't got it right so that we can address the issue and improve our service.

If you're not happy with our service or the marketing of our services, or have a query or dispute, you may complain via the methods set out in our Standard Complaints & Dispute Resolution Procedure which is available on our website, or you may request a copy by calling us on 1300 196 673. Please let our team know as soon as possible so we can start resolving the matter for you. Contact us at:

Phone: 1300 196 673

Email: support@powerhub.net.au

Postal address: PO Box 110, Spring Hill QLD 4004

We will handle complaints in accordance with our Standard Complaints & Dispute Resolution Procedure.

We make every effort to resolve complaints quickly, fairly and respectfully directly with our customers. We will inform you of the outcome of your complaint. We also recognise that sometimes, as a last resort, a matter may need to be referred to an independent umpire. If you are not satisfied with the outcome of your complaint enquiry, you may lodge a complaint with the relevant state ombudsman (where applicable), or else contact us for advice on how to access an external dispute resolution service.

Queensland

Energy and Water Ombudsman Queensland

Web site: www.ewoq.com.au

Phone: 1800 662 837

Email: complaints@ewoq.com.au

Mail: PO Box 3640, South Brisbane BC QLD 4101

New South Wales

Energy & Water Ombudsman NSW

Website: www.ewon.com.au

Phone: 1800 246 545

Email: complaints@ewon.com.au
Mail: Reply Paid 86550, Sydney South NSW 1234

South Australia

Energy & Water Ombudsman SA
Website: www.ewosa.com.au
Phone: 1800 665 565
Mail: GPO Box 2947, Adelaide SA 5001

Tasmania

Energy Ombudsman Tasmania
Website: www.energyombudsman.tas.gov.au
Email: energy.ombudsman@ombudsman.tas.gov.au
Phone: 1800 001 170
Mail: GPO Box 960, Hobart TAS 7001

Family Violence Policy

PowerHub recognises that family violence is a serious issue that affects many individuals and families, and we acknowledge the role we can play in supporting our affected customers. We are here to help.

The purpose of our Family Violence Policy is to set out PowerHub's approach in dealing with and supporting customers who may be affected by family violence.

A copy of our policy can be accessed via our website: powerhub.net.au/family-violence-policy/

You may also contact us to obtain a copy of the policy.

Retail Exemption Conditions

The relevant retail exemption conditions for the Site in relation to the supply of unmetered gas are contained in the Retail Exempt Selling Guideline published by the Australian Energy Regulator. A copy of the guidelines can be accessed online at:
aer.gov.au/industry/retail/exemptions

The relevant exemption class is D5. The relevant conditions for this exemption class are listed in Appendix A-3: Exemption class conditions. You may also contact us to obtain a copy of the relevant conditions.

Exemption classes (and the associated relevant conditions) may variously apply depending on the type of customers occupying Premises within the Site.

Emergency and other contacts

- Emergencies:
 - o Triple Zero (000) is Australia's main emergency service number. You should call 000 if you need urgent help from police, fire or ambulance services.
- Hot water supply faults:
 - o Please refer to your latest bill for contact details.
- Cooktop gas supply faults:
 - o Please contact your Body Corporate or Owners Corporation.
- Enquiries and complaints:
 - o Please contact PowerHub on 1300 196 673 or visit powerhub.net.au

General Terms

1 About this Agreement

This Hot Water Contract covers our terms and conditions to Utilities to you at your Premises as a Customer within the Site and includes the Customer Details, the Utility Plan, the Disclosure Statement and the General Terms.

Please take the time to read through this agreement to ensure that you are familiar with our obligations and your obligations.

2 Agreement

By completing and signing this Agreement or otherwise accepting our offer to supply you with Utilities, you acknowledge and agree:

- we act as a facilitator for the on-supply of Utilities to you at the Site and your Premises will be connected to the Site Infrastructure and you will buy all Utilities used at your Premises from us and we will sell Utilities to you on the terms of this Agreement (the "Service");
- you must do all things reasonably required by us to enable us to provide the Service;
- we will not be under any obligation to connect your Premises to the Central Water Heating System until you have provided us with a completed Agreement;
- that you consent and grant permission to us, at our discretion, to obtain a credit check of your credit history and to use this information in accordance with applicable laws; and
- to us taking all necessary steps to transfer the sale of Utilities at your Premises from your existing Utility provider to us. This may include but is not limited to arranging a final Meter reading and bill, changes to the metering installation and the exchange of information with industry participants including your Utility usage and customer details.

3 Agreement term

You acknowledge and agree that this Agreement is conditional until the Site Owner enters into unconditional agreements with PowerHub to give effect to the Central Water Heating System.

Subject to the above conditionality, this Agreement will:

- commence on the date of this Agreement or the date we begin to supply Utilities to your Premises and has no fixed term; and
- end when written notification is provided in accordance with this Agreement and without attracting early termination fees.

We will commence selling you Utilities from the date we commence supplying Utilities to your Premises, but only after any physical works required to implement the Central Water Heating System have been completed and the Central Water Heating System and the Meters at the Site are permanently commissioned and if applicable, your account has been transferred to us.

Any rights and obligations accrued before the end of this Agreement continue despite the end of the Agreement, including any obligations to pay us.

4 Transfer process

If we're not currently your Utility supplier at your Premises, we'll arrange to transfer your Premises to us from your

current Utility supplier. You agree to us taking all necessary steps to do so.

We may stop the transfer and cancel this Agreement before the transfer is completed:

- where the transfer doesn't occur within 3 months of your completing and signing this Agreement or otherwise accepting our offer to supply you with Utilities;
- where you don't meet our credit requirements;
- where any information in the Customer Details is incorrect; or
- for any other reason as long as it is not unreasonable to do so.

If we do cancel the transfer, we'll let you know and we may offer you an alternative agreement.

5 Connection and metering

You acknowledge and agree that:

- ownership of the Meter remains the sole property of the Site Owner or us or our nominated service provider, and the connection of the Meters to your Premises in no way operates to make it a tenant fixture or to affect title;
- you must allow us safe and unhindered access to your Premises for the purposes of installing, reading, maintaining, altering, replacing or removing the Meter and to connect, disconnect or reconnect Utility supply at your Premises;
- you will not tamper, bypass or alter your Meter and any associated pipework, wiring, conduits or other associated equipment in the Site Infrastructure, or any local Distribution System, or allow anyone else do to so in any way;
- you authorise us to access and use your Meter Data;
- if your Premises is not already connected to the Central Water Heating System, we will arrange its connection and you agree to us taking all necessary steps to do so;
- you will take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
- you will make sure the Utility supply infrastructure at your Premises is in good condition and not damaged or interfered with in any way;
- you will allow only appropriately qualified and accredited people to carry out any work in connection with that Utility supply infrastructure.

We will use our best endeavours to ensure that a reading of your Meter is carried out as frequently as is needed to prepare your bills, consistent with applicable laws and, in any event, at least once every 12 months.

We may propose to replace your Meter with a Digital Meter. If we do so, we will give you notice in accordance with applicable laws.

You agree to your Meter being replaced as part of any new meter deployment by us and waive your rights under rule 59A of the National Energy Retail Rules to opt out of having your Meter replaced (where applicable).

We may also replace your Meter where we are required by the Energy Laws to install a Digital Meter, such as where your existing Meter is faulty; or if you have previously requested or agreed to the installation of a Digital Meter.

You agree that we may temporarily interrupt the supply of Utilities to your Premises for the purpose of installation, maintenance, repair or replacement of your Meter. If your

Utility supply will be affected, we will give you prior notice of this if it is practicable or if we are required to do so under applicable laws.

6 Security deposit

Depending on your creditworthiness and subject to applicable laws you may be required to pay any security deposit required by us.

We may use your security deposit and any interest earned on it, to offset any amount you owe us under this Agreement if you fail to pay a bill by the Due Date or in relation to a final bill. If we use your security deposit or any interest to offset amounts owed to us, we'll let you know within 10 business days.

If we no longer need your security deposit, we'll return it and any interest through a credit on your bill, or if you have closed your account, through our standard processes to refund account credits.

7 Tariffs and charges

The tariffs and charges for the sale of Utilities to you under this Agreement are provided in the Utility Plan and you agree to pay these tariffs and charges.

We may from time to time vary the amount, nature and structure of the tariffs and charges payable under this Agreement, so long as any such variation is in accordance with applicable laws.

If we vary the tariffs and charges, then we will provide advance notice to you of the variation in accordance with applicable laws.

If you do not accept any change we make, you must contact us to discuss your account.

8 Billing and payments

We will bill you on a monthly, bi-monthly or quarterly billing cycle and bills will be based on the rates notified to you in the most recent Utility Plan.

Bills will be calculated on:

- Where a Utility is metered, the amount of that Utility consumed at the Premises for the relevant period obtained from either:
 - actual Meter Data; or
 - in the absence of actual Meter Data, we will issue an estimated bill based on:
 - the historical data available for your Premises; or
 - in the absence of historical data available for you, on the average usage of a Utility by a comparable customer over the corresponding period; and
- the fees and charges for any other services provided under this Agreement during the billing cycle.

Your bills will be sent to your nominated email address or postal address.

You must pay us the amount shown on each bill on or before 13 business days from the date on which we issue you a bill ("**Due Date**").

If we estimate the amount of a Utility consumed at your Premises to calculate a bill, we must clearly state on the bill that it is based on an estimation.

If your bill is based on an estimate of your usage and after the Due Date we obtain a measurement of your actual usage, we will adjust the subsequent bill to take account for any difference between the estimate and your actual

usage. If requested by you, and unless the actual meter reading or metering data could not be obtained as a result of an act or omission by you, we will offer you time to pay any undercharged amount by agreed instalments and in accordance with any applicable Energy Laws.

If your bill is based on an estimate because you fail to give us access to your Meter, we may charge you an additional fee if you ask for a replacement bill based on your actual usage.

Additionally, subject to any applicable Energy Laws, we may also include in your bills and you are required to pay the following additional fees (as set out in your Utility Plan, as applicable):

- any amounts charged to us by the Site Owner or other third parties in relation to services we arrange on your behalf;
- disconnection fees, including for moving out of a Premises;
- move-in or new connection fees;
- late payment fees;
- payment processing fees where we incur a merchant service fee;
- a paper bill fee; and
- fees for dishonoured direct debit or cheque payments.

If you can't pay a bill or are experiencing financial hardship, you agree to let us know as soon as possible and no later than the Due Date. We have a range of payment plans that might help and may also be able to give you information about any government support or concessions.

If you are a residential customer and have told us that you have difficulty paying your bill, we may offer you the option of paying your bill under a payment plan.

Failure to pay a bill by the Due Date may result in us:

- applying any Security Deposit;
- disconnecting the Utility supply to your Premises;
- asking a collection agency to obtain the payment from you;
- selling the rights to the unpaid amount to a third party who may seek to collect it from you; and
- relying on any other rights or remedies we have under this Agreement.

If you have agreed to direct debit, automatic payments will be deducted from your nominated account no less than 5 business days after the issue date of that period's bill and will be for the amounts billed in accordance with this clause including any overdue amounts.

You will immediately notify us of any payment cancellation requests made through the financial institution and to provide us with another payment method that is acceptable to us when cancelling a direct debit arrangement.

If a tariff, charge or discount applicable to you at the Premises changes partway through a billing cycle, or if your bill covers a period other than the usual billing cycle, we will calculate your bill on a pro rata basis so you are charged the new tariff or charge, or the new discount is applied, or the relevant period is applied, from the date of the change until the end of the relevant billing cycle and otherwise in accordance with any applicable Energy Laws.

If you are entitled to a concession, we will apply that concession if you have provided us with the relevant

information to allow us to obtain that concession on your behalf.

9 Reviewing your bill

Please review your bills carefully. If you believe there are any issues with a bill and you would like us to review your bill including having your Meter tested, please let us know prior to the Due Date. If requested, we will undertake a review in accordance with our Standard Complaints & Dispute Resolution Procedure.

While your bill is being reviewed, subject to any applicable Energy Law, you will still need to pay the lesser of:

- the portion of the bill under review that is not the subject of the review; or
- an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute)

by the Due Date and you must also pay any other bills that are properly due by their Due Date.

We may ask you to pay the cost of the Meter test if the test shows the Meter or Meter Data is not faulty or incorrect. If the test finds that the Meter or Meter Data is faulty or incorrect we'll refund any amount you've paid for the test (or set this off against any outstanding amount on your bill).

If the review finds the bill is correct, you must pay any unpaid amount. If the review finds the bill is incorrect, we'll correct the bill under review.

10 Undercharging

If you've been undercharged or not been charged, you'll only have to pay the amounts that should have been charged in the nine months prior to us notifying you of the undercharge.

However, if the undercharging is because of your fault or unlawful act or omission, we may recover all amounts undercharged and may also charge you an amount to cover costs or losses we incur as a result of the undercharging as long as the amount does not include interest or is otherwise prohibited by the Energy Law.

We will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.

11 Overcharging

Where you have been overcharged, we must inform you within 10 business days of our becoming aware of the overcharge. If the overcharge is equal to or greater than \$50, or such other amount set under the Energy Laws, we will repay the overcharged amount to you in accordance with your reasonable directions or in accordance with Energy Laws. If the overcharge is less than \$50, or such other amount set under the Energy Laws, we will credit that amount on your next bill or repay the overcharged amount to you if you no longer receive the Services from us.

No interest is payable on any amount overcharged.

If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the 12 months before the date on which the overcharge was discovered.

12 Utility supply and liability

Title and risk in the Utilities supplied under this Agreement will pass to you at the point of connection between the Site Infrastructure and your Premises.

The Site Owner and Local Network Service Provider are responsible for:

- the physical infrastructure that supplies and reticulates Utilities to your Premises and the connection of the Site to any Distribution System; and
- the physical supply, quality and reliability of Utilities supplied to your Premises.

Accordingly, we are not responsible for the safety, quality, continuity or reliability of your Utility supply and to the extent permitted by law, we make no promises or representations to you about these things, other than those set out in this Agreement.

Your Utility supply may be interrupted, disconnected, reduced or limited until rectification works are carried out by a Local Network Service Provider or the Site Owner and other authorised persons and you acknowledge and agree that the quality and reliability of your Utility supply is subject to factors that are beyond our control, including but not limited to accidents, emergencies, vandalism, and directions from relevant authorities. We'll try to keep you informed if this happens and we will follow any notice requirements set out in any applicable laws. In these circumstances, you must cooperate with any reasonable requests the Site Owner or a Local Network Service Provider makes of you.

To the extent permitted by law:

- we give no warranty, undertaking or representation about the condition or suitability of a Utility supplied to your Premises via the Site Infrastructure and Distribution System, as to its quality, fitness for purpose or safety;
- unless we have acted in bad faith or negligently, or in breach of this Agreement, we are not liable to you in any way whatsoever for any loss including direct, consequential or indirect loss or damage you suffer, which arises from the supply and on-selling of a Utility to you and your use of the Utility including the failure of supply, the quality, continuity or frequency of supply to your Premises.
- You must take all reasonable steps to minimise and limit any loss or damage you suffer in connection with the supply of Utilities to your Premises and this Agreement.

13 Disconnection and reconnection

We may disconnect your Utility supply in accordance with and as permitted under applicable laws including:

- on your request when made in accordance with the termination provisions of this Agreement;
- if your tenancy has ended and you are vacating the Premises;
- if continuity of supply to the Premises would be unsafe or in an emergency;
- when we are otherwise entitled or required to do so under the Energy Law;
- if you fail to pay your bill related to the sale of a Utility by the Due Date and, if you are a residential customer, you:
 - fail to comply with the terms of an agreed payment plan; or

- do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangements;
- if your Meter has not been read for three consecutive Meter readings due to a lack of access to the Premises;
- if you've refused to provide a security deposit;
- if you've used a Utility at the Premises fraudulently, or intentionally used it contrary to applicable laws;
- if you haven't agreed to an instalment plan or other payment option when we have required you to do so; or
- if you haven't paid in accordance with an agreed instalment plan or other payment option.

Where a disconnection is permitted, we will notify you in accordance with applicable laws and use our best endeavours to contact you in accordance with any applicable laws prior to the disconnection.

Where we have arranged for the disconnection of your Premises and you have:

- if relevant, rectified the matter that led to the disconnection;
- made a request for reconnection; and
- paid any charge for reconnection,
- we will reconnect or arrange for the reconnection of the Premises as soon as practicable from when the request was made.

You must cooperate with any reasonable requests the Site Owner or Local Network Service Provider makes of you and allow them to enforce their rights under applicable laws and regulations.

14 Your obligations

You must give us any information we reasonably require for the purposes of this Agreement and the information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

You must tell us promptly if the information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the Premises).

If you're moving from your Premises:

- you need to give us at least 3 business days' notice and give us an address where we can send your final bill;
- we'll arrange for your Meter to be read at the time agreed with you (or as soon as possible after if your Meter can't be accessed then);
- you need to pay us the charges and any other amounts payable under this Agreement for the Premises until the later of:
 - the date you move; or
 - 3 business days from the date you notify us that you're moving; or
 - the date we find out that you've moved, and your Meter has been read.

15 Ending this Agreement

This Agreement will continue unless either:

- we give you at least 20 business days' notice that we intend to terminate this Agreement, in which case the Agreement will terminate on the expiration of that notice period;

- you provide us with written notification of at least 3 business days' notice of the date on which you wish to end this Agreement and provide us with a forwarding address to which a final bill may be sent;
- your Premises transfers to another supplier;
- you fail to make payment of a bill by the Due Date and we disconnect you in accordance with applicable laws and your account remains unpaid for 10 business days following the disconnection, in which case we may terminate this Agreement without further notice;
- subject to you providing notice in accordance with this Agreement, from the date you move from your Premises;
- we enter into a new agreement with you or someone else in relation to the Premises; or
- you are no longer a Customer.

For the avoidance of doubt, you agree that you will be responsible for any charges incurred under this Agreement until such time that you give notice in accordance with this clause.

If you do not give us safe and unhindered access to the Premises to conduct a final Meter reading (where relevant), this Agreement will not end until we have issued you a final bill and you have paid any outstanding amount for the sale of a Utility.

Rights and obligations accrued before the end of this Agreement continue despite the end of the Agreement, including any obligations to pay amounts to us.

The provisions of this Agreement about Meters, privacy, liability, notices, governing law and payment will survive this Agreement ending.

16 Changing this Agreement

In addition to changes otherwise permitted in this Agreement, and to the extent permitted under any applicable Energy Law, this Agreement may also be varied by us without your agreement:

- to comply with any applicable laws;
- to make an administrative or typographical change; or
- for any other reason we consider reasonably necessary.

In this case:

- we will give you 30 days' written notice of the variation; and
- you accept the variation by not exercising your right to terminate the Agreement within 30 days of receiving the notice of variation.

If you receive a notice of variation, you may terminate the Agreement within 30 days of receiving the notice of variation, or otherwise in accordance with this Agreement.

We may also vary this Agreement by providing written notice to you if we need to do so because:

- the Energy Laws change;
- there are changes in the law that affect the cost of providing energy to you; or
- there are changes to the pricing for periods in the future, where the pricing for those periods has not already been provided to you.

17 Force majeure

If either party cannot meet or perform an obligation under this Agreement because of a Force Majeure Event:

- the obligation, other than an obligation to pay any amount due and payable under this Agreement, is suspended to the extent it is affected by the Force Majeure Event for as long as the Force Majeure Event continues; and
- the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

If the effects of a Force Majeure Event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of communications or otherwise as soon as practicable.

A party that claims a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

Nothing in this clause requires a party to settle an industrial dispute that constitutes a Force Majeure Event in any manner other than the manner preferred by that party.

The failure or inability to pay any amount due and payable under this Agreement does not constitute Force Majeure.

18 Energy laws

If any matter that applies to the sale of a Utility at the Site is required to be included in this Agreement by an Energy Law and is not expressly dealt with in this Agreement, the relevant part of the applicable Energy Law is incorporated as if it were a term of this Agreement.

19 Warranties and rights

To the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement.

If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

20 What laws apply

The laws in force in the State in which your premises is located govern this Agreement.

21 Your privacy

You acknowledge that we will collect, use and disclose your personal information as required by applicable laws and in order for us to be able to provide you with Utilities and related services and otherwise facilitate your dealings with us. We may disclose this information to:

- our third-party providers (agents, partners, contractors and service providers);
- our employees and related bodies corporate;
- government agencies and regulatory bodies;
- the operators of any network through which a Utility is supplied to you; and
- other entities, as described in our privacy policy.

You also acknowledge that we may collect sensitive information (including health information) about you or third parties (e.g. your spouse, partner or co-tenants located at your Premises).

If you do not provide this information to us, we may not be able to provide our services to you. Where possible, we will collect this information directly from you, but we may get it

from third parties, your representative or from publicly available sources (including credit reporting bodies).

If you provide us with information about another person, you agree that you are authorised to provide us with their information and that you will provide them with the information in this privacy statement and direct them to our privacy policy.

Our privacy policy is available at:
powerhub.net.au/privacy-policy/

Our privacy policy tells you in more detail how we handle your personal information, including how you can:

- access your personal information,
- have it corrected, or
- make a complaint.

From time to time, we may revise our privacy policy. We will publish any revised policy on our website. We encourage you to check our website periodically to keep up to date with any changes to our privacy policy.

22 Notices

Notices under this Agreement must be in writing and may be delivered by hand, or sent by mail or fax, or subject to any applicable Energy Laws by email, to the addresses set out in the Customer Details, or any other addresses notified from time to time.

A notice or bill is taken to be received:

- if hand delivered, on the day of delivery;
- if sent by mail, on the third business day after mailing;
- if sent by fax, on production of a transmission report from the machine from which it was sent stating the fax was sent in full; and
- if sent by email, on the day after the email was sent.

If you provide us with your email address, you consent to receiving your energy bills and information relating to your Agreement with us by email.

If it is agreed that any requirement of your Utility Plan is to be met electronically, we will do so in accordance with this Agreement. You will be recognised as having received the information and be bound by the transaction under the provisions relating to electronic transactions within the relevant legislation and this Agreement.

23 Customer service and complaints

If you have an enquiry, complaint or dispute, including in relation to your bill or any marketing activity you can contact us by phone on 1300 196 673 or by email at support@powerhub.net.au.

If you make a complaint, we will handle the complaint in accordance with our standard complaints and dispute resolution procedures which are published on our website at www.powerhub.net.au.

We will inform you of the outcome of your complaint and the reasons for our decision.

If you are not satisfied with our response, you may have a right to refer the complaint to the relevant state ombudsman.

24 Assignment or novation

You may not assign, transfer or novate this Agreement without our consent.

Subject to applicable laws, you agree we may assign, transfer or novate this Agreement; and or transfer you as a

customer, to any third party, any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party. You will be notified of any assignment, transfer or novation.

25 GST

All amounts payable under or in connection with this agreement are exclusive of GST.

A recipient of a taxable supply under or in connection with this agreement must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply.

The recipient must make that payment to the supplier as and when the GST exclusive consideration or part of it is provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that taxable supply.

Words in this clause have the same meaning as in *the A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and regulations, unless the context makes it clear that a different meaning is intended.

26 Interpretation

The following rules also apply in interpreting this Agreement, except where the context makes it clear that a rule is not intended to apply.

A reference to:

- legislation (including subordinate legislation) is to that legislation as amended and includes any subordinate legislation issued under it;
- a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
- a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- anything (including a right, obligation or concept) includes each part of it.

A singular word includes the plural and vice versa.

If a word is defined, another part of speech has a corresponding meaning.

If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

The words "related body corporate" have the same meaning as in the Corporations Act.

A reference to AEST is a reference to Australian Eastern Standard Time (without regard to daylight saving or summer time).

27 Definitions

The following definitions apply in this Agreement:

We, us and our means Powerhub Pty Ltd (ABN: 27 618 362 888) and includes our employees, consultants, agents and contractors.

You, your and Customer means the party you specify as the customer when you provide us with the Customer Details.

Agreement means the Customer Details, your Energy Plan, Disclosure Statement and the General Terms.

Central Water Heating System means the bulk hot water system, apparatus and equipment, installed or to be installed at the Site to produce and deliver hot water for supply to Customers within the Site.

Customer Details means the customer details you provide us when entering into this Agreement.

Digital Meter means a meter which records Utility consumption, has communication capability and can be read remotely.

Distribution System means any local distribution network that delivers Utilities to the Site.

Due Date means the date that is 13 business days from the date on which we issue you a bill.

Energy Laws means the relevant national and State laws and rules relating to energy networks and the sale of energy and the legal instruments made under those laws and rules, as amended from time to time.

Force Majeure Event means any event or circumstance not within the reasonable control of the affected party, including any of the following events or circumstances:

- acts of God including without limitation, earthquakes, floods, washouts, landslides, lightning, storms and the elements;
- strikes, lockouts, bans or other industrial disturbances, provided that the party claiming Force Majeure will not be obliged to settle the strike, lockout, ban or other industrial disturbance on other than commercial terms;
- acts of the enemy, terrorist acts, wars, blockades or insurrections, riots and civil disturbances, arrests and restraint of rulers and peoples;
- actual or reasonably perceived security threat to a party's property or operations;
- fire and explosion including radioactive and toxic explosions;
- epidemic or quarantine;
- order of any court or tribunal or the order, act, or omission or failure to act of any government or governmental authority having jurisdiction, failure to obtain any necessary governmental consent or approval where the requirement for approval first arose after the date of execution of this Agreement;
- accidents or breakages, or accident to plant, machinery, equipment, pipes, pumps, transformers, meters or electric lines;
- the necessity for making repairs and/or alterations in plant, machinery, equipment, pipes, pumps, transformers, meters or electric lines; or
- an event of force majeure excusing non-performance by a network service provider or retailer which results in a total or partial inability of us to make a Utility available or have quantities of a Utility transmitted to the Premises.

General Terms means these terms and conditions.

Local Network Service Provider means a party that manages and operates a gas or water Distribution System to which the Site is connected at the boundary of the Site.

Meter means the device and associated metering equipment used to measure the consumption of a Utility at your Premises.

Meter Data means the billing, consumption and demand information collected from your Meter.

Premises means the premises within the Site as specified in the Customer Details.

Service means the on-selling of Utilities at the Site.

Site means the address specified in the Customer Details within which the Premises is located.

Site Infrastructure means any private Utility network within the Site that conveys Utilities to you and other occupiers, residents or tenants within the Site.

Site Manager means the body corporate manager, strata title manager or other site manager appointed by the Site Owner for the Site (as applicable).

Site Owner means the proprietor of the Site or the body corporate or owners corporation for the Site (as applicable).

Customer means a residential or business customer who occupies Premises at the Site and consumes Utilities at that Premises.

Utilities means hot water, and where a Customer's Premises has one or more gas cooktop appliances installed and connected to a reticulated gas network, unmetered cooktop gas.

Utility Plan means any document titled "Utility Plan" or "Hot Water Plan" that we provide to you at the time you enter into this Agreement, which may be updated from time to time in accordance with the terms and conditions of this Agreement.



PowerHub Pty Ltd
ABN: 27 618 362 888

1300 196 673
support@powerhub.net.au
www.powerhub.net.au

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