

Your Energy Supply Agreement

Terms and conditions for
Small Embedded Network
Electricity Customers



Thank you for choosing PowerHub

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

We want to make your energy 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 4000

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

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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- đưc trợ giúp từ phiên dịch viên, vui lòng gọi điin 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.

These options may include a payment extension, an instalment plan or other concessions. Full details of our Hardship Policy for Small Residential Customers can be found on our website at www.powerhub.net.au or call us on 1300 196 673 to request a copy.

The sooner you call the sooner we can help.

Product Disclosure Statement

Cooling-off Period

After you consent to enter into this Agreement, either by signing the Customer Details form, verbally accepting an offer made over the telephone or otherwise by accepting our offer electronically, you still have the right to cancel the Agreement during the Cooling-Off Period.

The Cooling-Off Period is 10 business days, starting on the day after you receive all of the information that we are required to give you under the Energy Law (General Terms, Product Disclosure Statement and Price Schedule).

To cancel your Agreement, you need to provide notice to us before the Cooling-Off Period ends. You can do this in writing or over the telephone. Our contact details are set out below. This Energy Supply Agreement booklet includes a cancellation form notice and, on request, we will provide you with another copy of that cancellation form notice.

Postal address: PO Box 110, Spring Hill QLD 4000

Email: support@powerhub.net.au

Phone: 1300 196 673

Commencement of your Agreement

Your Agreement commences on:

- the date that you provide consent to enter into this Agreement; or
- the date we become responsible for the electricity supply to your Premises under the relevant Energy Law,

however, it is conditional until our agreement with the Site Owner governing the setup and operation of the Embedded Network becomes unconditional.

We will commence selling you electricity once any physical works required to implement the Embedded Network have been completed and the Embedded Network and the Meters at the Site are permanently energised, and if applicable your account has been transferred to us.

See the General Terms for further information.

The Term of your Energy Plan

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.

Termination

Following the expiry of the Cooling-off Period, you may cancel your Agreement by giving us at least 5 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 electricity tariffs and charges are set out in the Price Schedule.

Fees such as dishonoured payment fees or payment processing 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 may consist of a pass-through of amounts charged to us by your Local Network Service Provider, or other third parties in relation to services we arrange on your behalf. We will advise you of any such amounts at the time you make the relevant request. See the Price Schedule and General Terms for details on when these fees apply.

Unless your Price Schedule indicates otherwise, your electricity tariffs, charges and other fees may be varied at any time by PowerHub by giving you written notice in accordance with the General Terms and the 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 Price Schedule .

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 energy bills and information relating to your Agreement with us by email. You can also elect to receive your energy 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.

Concessions and Rebates

If you currently hold a Government concession card, you may be eligible for a government-funded energy charge 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, or you can contact the following relevant agencies.

National

Australian Government
www.energymadeeasy.gov.au

Queensland

Queensland Government
www.qld.gov.au

New South Wales

NSW Government Department of Planning & Environment
www.service.nsw.gov.au

South Australia

SA Government
www.sa.gov.au

Tasmania

Tasmanian Government
www.concessions.tas.gov.au

Service Standards

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

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 have a query, complaint or dispute, 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 4000

We will handle complaints in accordance with PowerHub's Standard Complaints & Dispute Resolution Procedure which is available on the PowerHub website or you may request a copy by calling us on 1300 196 673.

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, contact us for advice on how to access an external dispute resolution service, or you may be able to obtain assistance from the relevant state energy ombudsman.

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

General Terms

1 About this Agreement

This Agreement is a market retail contract and covers our terms and conditions to sell electricity to you at your Premises as a Small Customer within the Embedded Network and includes these terms, the Customer Details and the Price Schedule.

If you are a Small Customer, as determined by the Energy Laws, then additional regulatory protections apply to you.

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 electricity, you acknowledge and agree:

- we act as a facilitator for the on-supply of electricity to you through the Embedded Network and your Premises will be connected to the Embedded Network and you will buy all electricity used at your Premises from us and we will sell electricity 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 Embedded Network until you have provided us with a completed Agreement;
- that you consent and grant permission to us, at our discretion, obtaining a credit check of your credit history and to use this information in accordance with Energy Laws; and
- to us taking all necessary steps to transfer the sale of electricity at your Premises from your existing electricity retailer 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 energy industry participants including your energy 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 Embedded Network.

Subject to the above conditionality and the Cooling Off Period, this Agreement will:

- commence on the date of this Agreement or the date we become responsible for the electricity supply to your Premises under the relevant Energy Laws 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 electricity once the physical works required to implement the Embedded Network have been completed and the Embedded Network and the Meters at the Site are permanently energised 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.

We will notify you in writing that the conditions in this clause have been satisfied.

4 Cooling off

You have a right to cancel this Agreement without penalty within 10 Business Days, starting the day you receive all of the information we must give you under the Energy Law ("**Cooling-Off Period**").

You may cancel this Agreement during the Cooling-Off period by informing us orally or in writing of your intention to withdraw from the Agreement. If you do so, this Agreement will end immediately.

5 Transfer process

If we're not currently your retailer at your Premises, we'll arrange to transfer your Premises to us from your current retailer. 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 electricity;
- 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.

6 Electricity 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 electricity supply at your Premises;
- you will not tamper, bypass or alter your Meter and any associated wiring, conduits or other associated equipment in the Embedded Network or 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 Embedded Network, 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 electricity infrastructure at your Supply Address 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 electricity 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, consistently with the Energy 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 beforehand.

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 electricity to your Supply Address for the purpose of installation, maintenance, repair or replacement of your Meter. If your electricity 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 the Energy Laws.

7 Security deposit

Depending on your creditworthiness and subject to the Energy Laws you may be required to pay any security deposit required by us. The circumstances in which we can require a security deposit are governed by the Energy Laws.

If you're a Small Customer, we must pay you interest on the security deposit.

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.

8 Energy tariffs and charges

The tariffs and charges for the sale of electricity to you under this Agreement are provided in the Price Schedule 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 the Energy Law.

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

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

9 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 Price Schedule.

Bills will be calculated on:

- the amount of electricity consumed at the Premises for the relevant period obtained from either:
 - actual metered 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 electricity 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.

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 electricity 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, other than based on your reading of the meter, and your consumption is not recorded by an interval meter you may request an adjusted bill based on your reading of your meter in accordance with our instructions which we will provide to you ("**customer read estimate**") by providing us with a customer read estimate in accordance with Energy Laws before the Due Date. In this case, we will adjust the current bill based on the customer read estimate.

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 in accordance with 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.

If your bill is based on an estimate of your usage and you supply a customer read estimate on or after the Due Date, we may choose to accept or reject your customer read estimate and adjust your bill accordingly. If we reject the customer read estimate, we will inform you of the reasons for doing so in writing.

We may also include in your bills any of the following:

- any amounts charged to us by your Local Network Service Provider or other third parties in relation to services we arrange on your behalf;
- any reasonable costs we incur in recovering any amounts you owe us under this Agreement including late payment fees, disconnections fees, debt collection fees and other similar fees determined by us provided the amount of the fees is reasonable and permitted under the Energy Laws;
- any fees or additional costs we incur if your payment is dishonoured or reversed; and
- any fee for paying by credit card or another payment method where we incur a merchant services fee.

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 must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.

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

- applying any Security Deposit;

- disconnecting the electricity 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 the 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.

10 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 the 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.

11 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.

12 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.

13 Electricity supply and liability

Title and risk in the electricity supplied under this Agreement will pass to you at the point of connection between the Embedded Network and your Premises.

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

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

Accordingly, we are not responsible for the safety, quality, continuity or reliability of your electricity 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 electricity supply may be interrupted, disconnected, reduced or limited until rectification works are carried out by the Local Network Service Provider or the Site Owner and other authorised persons and you acknowledge and agree that the quality and reliability of your electricity 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 the Energy Law. In these circumstances, you must cooperate with any reasonable requests the Site Owner or 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 electricity supplied to your Premises via the Embedded Network 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 electricity to you and your use of the electricity including the failure of supply, the quality, continuity or frequency of electricity supply to your Premises.

14 Disconnection and reconnection

We may disconnect your electricity supply in accordance with and as permitted under the Energy 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 electricity 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 electricity at the Premises fraudulently, or intentionally used it contrary to Energy 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 the Energy Laws and use our best endeavours to contact you in accordance with any Energy Laws prior to the disconnection.

Subject to the exceptions in the Energy Laws, your Premises will not be disconnected during the following periods:

- on a business day before 8.00am or after 3.00pm; or
- on a Friday or the day before a public holiday; or
- on a weekend or a public holiday; or
- on the days between 20 December and 31 December (both inclusive) in any year.

Where we have arranged for the disconnection of your Premises and you have within 10 business days of the disconnection:

- 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 and in accordance with the timeframes set out in Energy Laws

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.

15 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 Supply Address until the later of:
 - the date you move; or
 - three 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.

16 Life support equipment

If a person living or intending to live at your Premises requires Life Support Equipment, you must advise us and we will register the requirement for Life Support Equipment.

Following registration of the Life Support Equipment, we will provide you with advice and information as required under the Energy Laws to assist you in the event of an interruption to your energy supply and a written form to facilitate you providing medical confirmation of the requirement for Life Support Equipment.

You will need to provide certification from a medical practitioner in accordance with the advice and information we provide, and the Energy Laws. If certification from a registered medical practitioner is not provided in accordance with the Energy Laws, your Premises may cease to be registered as requiring Life Support Equipment.

You must also tell us if the registered Life Support Equipment is no longer required at your Premises.

17 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 5 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;
- when your Premises transfer to another retailer;
- you fail to make payment of a bill by the Due Date and we disconnect you in accordance with the Energy Law 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

- if you are no longer a Small 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 energy.

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.

18 Changing this Agreement

We can vary this Agreement where:

- we give you 30 days' 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 electricity 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.

19 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.

20 Energy laws

If any matter that applies to the sale of electricity to customers in an Embedded Network 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.

21 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.

22 What laws apply

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

23 Your privacy

We may give information about you to any credit reporting agency in order to obtain a commercial credit report about you, or to allow a credit reporting agency to create or maintain a credit information file containing information about us, listing defaults, and exchanging information with other credit providers under the relevant privacy legislation.

Any information provided by you in connection with this Agreement will be treated in accordance with our privacy policy which we can provide to you at your request.

24 Notices

Notices under this Agreement must be in writing and may be delivered by hand, or sent by mail or fax, or subject to 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.

25 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 have a right to refer the complaint to the relevant state energy ombudsman.

26 Your billing and consumption information

Upon request, we must give you information about your electricity consumption for up to 2 years free of charge. However, we may charge you if:

- we have already given you this information 4 times in the previous 12 months;
- the information requested is different in manner or form to any minimum requirements we are required to meet; or
- the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

27 Assignment or novation

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

Subject to the Energy Law, 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.

28 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.

29 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).

30 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 specified as the "Customer" on the Customer Details form.

Agreement means these terms and conditions, your completed Customer Details form and the Price Schedule.

Customer Details means the customer details form completed by you when entering into this contract.

Digital Meter means a meter which records electricity consumption on an interval basis, has communication capability and can be read remotely.

Distribution System means the local distribution network which is part of the national electricity market.

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

Embedded Network means the private electricity network that connects the Site to the Distribution System and conveys electricity to you and other occupiers, residents or tenants within the Site.

Energy Laws means the relevant national and State laws and rules relating to electricity networks and the sale of electricity and the legal instruments made under those laws and rules, including: the National Electricity Laws; the National Electricity Rules; the National Energy Retail Law; and the National Energy Retail 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, transformers, meters or electric lines;
- the necessity for making repairs and/or alterations in plant, machinery, equipment, 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 electricity available, or have quantities of electricity transmitted to the Premises.

kWh means kilowatt-hour and is the unit of measurement for your electricity usage charges.

Life Support Equipment means any of the following: an oxygen concentrator; an intermittent peritoneal dialysis machine; a kidney dialysis machine; a chronic positive airways pressure respirator; crigler najjar syndrome phototherapy equipment; a ventilator for life support; or any other equipment that a registered medical practitioner certifies is required by a person residing at your Premises for life support.

Local Network Service Provider means the party that manages and operates the electricity 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 electricity at your Premises.

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

MWh means megawatt-hour

Price Schedule means the price schedule that we provide to you at the time you enter into this contract, which may be updated from time to time in accordance with the terms and conditions of this Agreement.

Premises means the premises specified in the Customer Details form.

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

Site means the address specified in the Customer Details form.

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).

Small Customer means a small customer for the purposes of the National Energy Retail Law and refers to residential customers, and business customers consuming less than the applicable upper consumption thresholds prescribed by the Energy Laws in each state or territory, which is currently:

- in New South Wales and Queensland, 100MWh of electricity per year; or
- in South Australia and Tasmania, 160 MWh of electricity per year.

Cancellation notice

Your contract

If you have completed and signed this Agreement or otherwise accepted an offer from us to supply you with electricity, you have entered into a new contract with us as follows:

Supplier: PowerHub Pty Ltd
ABN: 27 618 362 888
Goods or services: Electricity

Right to cancel your contract within 10 business days cooling-off period

You have a right to cancel your contract for any reason within 10 business days from and including the first business day after you received all of the information that we are required to give you under the Energy Law (General Terms, Product Disclosure Statement and Price Schedule).

Extended right to cancel your contract

If we have not complied with the law in relation to unsolicited consumer agreements, you may also have a right to cancel your contract with us by contacting us, either orally or in writing. You may have up to 6 months to cancel this contract in certain circumstances.

Our details

To cancel your contract, complete this notice and send it to us. Alternatively, call us, write us a letter or send us an email. Here are our details:

Email: support@powerhub.net.au
Postal address: PO Box 110, Spring Hill QLD 4000
Phone: 1300 196 673

Your details

Include your details here:

Customer name:

Supply address:

I wish to cancel the contract.

Signature:



PowerHub Pty Ltd
ABN: 27 618 362 888

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

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