

EnergyAustralia Standard Bulk Hot Water Contract

Terms and Conditions

Preamble

Your energy plan will consist of at least two components, being:

- these terms and conditions that relate to the supply by EnergyAustralia of Hot Water Services to you under the National Energy Retail Law and the Rules; and
- your Standard Retail Contract.

In addition to this Contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules ('the **Rules**') set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

If you would like information about this Contract, or our tariffs, please call 133 466 or visit our website at energyaustralia.com.au.

Note for Victorian customers: For Victorian customers, until the National Energy Retail Law and the National Energy Retail Rules are adopted in Victoria (referred to as 'NECF implementation in Victoria'), the energy laws applicable in Victoria are the Electricity Industry Act 2000, the Gas Industry Act 2001 and the Energy Retail Code Version 11 dated 13 October 2014 produced by the Essential Services Commission (as amended from time to time). For customers in Victoria, prior to NECF implementation in Victoria all references to the National Energy Retail Law and Rules in this Contract should be read as references to the Energy Retail Code unless stated otherwise.

1. Terms that apply from the Standard Retail Contract

The following clauses set out in Part 1 and Part 2 of the Standard Retail Contract are incorporated into this Contract, so that they apply to the supply of Hot Water Services by us to you under this Contract:

- (a) Clause 4.2 (When does this contract end);
- (b) Clause 4.3 (Vacating your premises);
- (c) Clause 6 (Your General Obligations);
- (d) Clause 7 (Our liability);
- (e) Clauses 8 (Price for energy and other services);
- (f) Clause 9 (Billing)
- (g) Clause 10 (Paying your bill);
- (h) Clause 11 (Meters);
- (i) Clause 12 (Undercharging and overcharging);
- (j) Clause 13 (Security deposits);
- (k) Clause 14 (Disconnection of supply);
- (l) Clause 15 (Reconnection and disconnection);
- (m) Clause 16 (Wrongful and illegal use of energy);

- (n) Clause 17 (Notices and bills);
- (o) Clause 18 (Privacy Act notice);
- (p) Clause 19 (Complaints and dispute resolution);
- (q) Clause 20 (Force majeure);
- (r) Clause 21 (Applicable law);
- (s) Clause 22 (Retailer of last resort event);
- (t) Clause 23 (General); and
- (u) Simplified explanation of terms.

The terms and conditions in this Contract do not limit, vary or exclude the operation of any terms and conditions of your Standard Retail Contract.

2. What is the term of the Contract?

2.1 When does this Contract start?

This Contract commences on the same date as your Standard Retail Contract. When does this Contract end?

- (a) The Contract will end as set out in the Standard Retail Contract. Please refer to clauses 4.3 and 4.3 of the Standard Retail Contract.
- (b) At all times we retain ownership of the Meter.

3. Supply of Hot Water Services

- (a) Under this Contract, we agree to supply Hot Water Services to you at the premises.
- (b) In return, you agree:
 - (i) to be responsible for charges for energy supplied to the Premises until this Contract ends under clause 2.2 of this Contract even if you vacate the premises earlier; and
 - (ii) to pay the amounts billed by us under this Contract; and
 - (iii) to meet your obligations under this Contract and the energy laws.
- (c) We are not responsible for the provision, installation, maintenance, replacement or repair of the pipes or any other part of the Bulk Hot Water System under this Contract.
- (d) We also maintain and read the Meter at your Premises.

4. Price for Hot Water Services

- (a) Our tariffs and charges for supply of the Hot Water Services to you under this Contract are our standing offer prices, as published on our website.
- (b) The tariffs and charges payable under this Contract are subject variation as may be varied in accordance with clause 8 of the Standard Retail Contract.

Note:

- Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.
- We do not impose any charges for the termination of this Contract.

5. Billing and Payment

- (a) We will bill you for the Hot Water Services and you must pay us in accordance with the Standard Retail Contract. Please refer to clauses 8, 9, 10, 11, 12, 13 and 14, 15 and 17 of the Standard Retail Contract.
- (b) Our billing is in accordance with the National Energy Retail Law and Rules.
- (c) The rate at which you purchase your gas does not include GST.

6. Definitions

6.1 Interpretation

- (a) Terms used in this Contract have the same meanings as they have in the National Energy Retail Law, the Rules and the Standard Retail Contract. However for ease of reference, a simplified explanation of some terms is given at the end of this Contract.
- (b) Where the simplified explanations given at the end of this Contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

6.2 Simplified explanation of terms

Capitalised terms have the following meanings:

"Contract" means this agreement between you and EnergyAustralia for the supply of the Hot Water Services.

"customer" means a person who buys or wants to buy energy from a retailer.

"Bulk Hot Water System" means the system by which water is centrally heated by gas and delivered to multiple premises located within the premises, but does not include the Meter.

"business day" means a day other than a Saturday, a Sunday or a public holiday.

"energy" means electricity or gas.

"energy laws" means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules.

"EnergyAustralia" means EnergyAustralia Pty Ltd ABN 99 086 014 968 or its authorised representatives and subcontractors.

"GST" has the meaning given in the GST (A New Tax System (Good and Services Tax) Act 1999 (Cth).

"Hot Water Services" means the heating of water by the Bulk Hot Water System via the supply of gas.

"Meter" means the device which measures and records the consumption of gas and hot water used in the Bulk Hot Water System at the premises.

"National Energy Retail Law" means the Law of that name that is applied in each participating State and Territory.

"retailer" means a person that is authorised to sell energy to customers.

"Rules" means the National Energy Retail Rules under the National Energy Retail Law.

"small customer" means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law.

Note for Victorian customers: In Victoria, a small customer is a 'domestic or small business customer' as defined in the Electricity Industry Act or the Gas Industry Act.

"**Standard Retail Contract**" means the Standard Retail Contract between you and EnergyAustralia for the supply of gas.

"**We**" and "**us**" and "**our**" means EnergyAustralia.