



TERMS AND  
CONDITIONS V.5 0 JULY  
2023



Varsity Towers Utilities Management Rights Pty Ltd

## **Introduction**

These terms and conditions set out the conditions under which electricity will be supplied to you. These terms and conditions are applicable to all embedded network customers including all residential, small and large businesses under the Regulatory Requirements applicable to the state in which you are connecting your service for.

This agreement applies to the following states: VIC, NSW, QLD & SA

*Please read carefully and inform us if you have any questions.*

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## Agency

The purpose of this agreement is to establish the terms and conditions on which Varsity Towers Utilities Management Rights Pty Ltd provides services to You (the customer) as the exclusively nominated utility services management provider for the Body Corporate (Varsity Towers CTS 33293), the exempt seller of electricity, at 25 Lake Orr Drive, Robina, QLD, 4226, the Site.

“Us”, “We”, “Our”, “the Business” or “Varsity Utilities” means Varsity Towers Utilities Management Rights Pty Ltd (ABN: 52 616 241 519) located at 16/492 Christine Avenue, Robina, QLD, 4226.

“I”, “You”, “Your”, “Me” or “My” means “You” the person(s) whose details are set out in the Valued Customer Details section of the registration form who is seeking to connect and purchase energy through the Embedded Network and receive utility metering, billing and management services from Us at Supply Address nominated by You at the Site.

### 1. Who do these terms apply to?

These terms apply to you if you are:

- a) A small residential customer;
- b) A small to medium business customer; or
- c) A large business customer.

### 2. When does this agreement commence and end?

#### Commencement

- i. This Agreement is made between Us and You and commences on the date you sign up your account through the registration form, or the date you have nominated that you have moved in if registering after your move in date and You notify us or we become aware that You have been consuming power prior to formally registering.
- ii. The supply will commence when you have satisfied the requirements upon sign up, such as completing the registration form, including acceptable identification for billing purposes, passed a credit check and/or the correct metering has been installed at your Supply Address.
- iii. You must make sure your name, Supply Address and contact details are correctly set out in the Valued Customer Details section, any other details you give us are correct and to inform us if any information you have given us changes. If you provide incorrect details you will be liable for any charges to that Supply Address.
- iv. If you do not have an embedded network meter, the agreement will commence once the new meter has been installed at your Supply Address.
- v. You consent to the Business, or its representatives, taking all steps necessary to provide electrical energy to You and to transfer the sale of Your electricity necessary from Your existing Retailer to the embedded network. 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 electrical energy usage and customer details.

#### Termination

This Agreement has no fixed term. This Agreement will continue until the date on which the Agreement is terminated if:

- i. We give You at least 30 days notice that We intend to terminate this Agreement, in which case the Agreement will terminate on the expiration date of that notice period.
- ii. You notify the Business with written notification of at least 3 days' notice of the date on which You wish to end this Agreement and provide a forwarding address to which a final bill may be sent and you agree to fill out a Move Out Form. If no notification is provided to the Business, no Move Out Form is filled out and no forwarding address is provided then You agree that You will be responsible for the charges incurred under this agreement until such a time that you give the Business notice.
- iii. You fail to make payment of a bill by the due date, We disconnect You in accordance with the requirements of the local governing law and Your account remains unpaid 7 days following the disconnection, We may terminate this Agreement without further notice.
- iv. You intend to switch to a licensed retailer of choice to sell electricity to you, and give Us prior written notice of Your intention, 30 days prior in which case the Agreement will terminate on the date notified by You, if no other resolution between You and Us has been arranged.
- v. We enter into an agreement in relation to the same Supply Address with someone else.

### 3. Fees and charges explained

- a) You are liable for all of the charges invoices to you for the sale of electricity at your Supply Address
- b) All rates and charges are GST exclusive. GST is added and is payable by you and only the prevailing GST rate will be charged.
- c) You must pay any additional charges incurred for activities that occur at your Supply Address, such as new connection/establishment fees, the initial energization, re-connection, disconnection or a special and final meter read, at the Business's discretion.
- d) If you are the first owner or occupant of a premises, you may be charged a new connection fee for the first-time connection to the embedded network, at the Business's discretion.
- e) If you are a large business customer, you are also liable to pay for any additional fees based on the relevant network tariff code applicable to your business.
- f) Additional fees for postage and handling may apply where the customer requests invoices sent by post.
- g) Charges may apply to historical PDF billing reprints.

### 4. When do my energy rates change?

- a) Rates change in the market at certain times of the year. We will adjust the rates relevant to the changes in the market with written notice to you as soon as practicably possible including the date from which the change to the rates will be effective.
- b) If the rates change during a billing cycle, we will calculate your bill on a proportionate basis in accordance with the Regulatory Requirements.
- c) For business customers, rates can change after your request for a review on available pricing for your business. These rates will be applicable from the date you have accepted the offer.
- d) You agree to pay to the Business, or its nominated representative, the energy charges for the sales of electrical energy to the Site at the rate notified to You or published by the Business in their most recent Fee Schedule and Energy Plan. The Business may modify the Fees and Energy Plan at any time by notice to You, and You will be required to pay the fees and charges set out in any amended Business Fee schedule and Energy Plan schedule.

### 5. Understanding your billing

- a) We will bill you on a monthly basis once your account is correctly established and we are able to receive your meter readings.
- b) Information included on your bill will comply with the applicable Regulatory Requirements and include:
  - i. The amount you must pay for electricity supplied to your Supply Address
  - ii. The date payment is due
  - iii. Your payment options
  - iv. Relevant contact details such as our enquiries and emergency or faults number
- c) Your invoices are calculated by taking the meter readings and multiplying them by the rate that energy is charged at exclusive of GST.
- d) Service charges are then added to your invoice exclusive of GST.
- e) Additional fees, if applicable, are then added exclusive of GST.
- f) A total amount, exclusive of GST is then tallied and a GST amount is added, giving the total payable amount.
- g) You agree that if any tax or fee is imposed which is related to carbon emissions or greenhouse gas emissions or similar charge that the price of electricity will be adjusted upwards to include such tax, fee or similar charge.
- h) We will endeavour to bill you based on your actual meter readings. Estimations can occur in cases where the meter reader is unable to access your meter or remote data is unavailable. We will always use our best endeavours to limit the use of estimated readings and to ensure that your meter is read at least once in any 12-month period.
- i) Estimated bills are payable and in the event there is difference to your bill after an actual meter reading has been received you will be billed for the additional charges on your next bill or in the event you were overcharged you will be credited in accordance with the Regulatory Requirements and market standards.
- j) We will not cancel and reissue bills once actual readings have been provided.

### 6. Paying Your Bill

- a) You must pay us the amount indicated on your bill by the due date shown, which is no less than 13 days from the date of issue. If you have a direct debit on your account, the amount due will be deducted on the due date shown on your bill.
- b) If you have attempted payment and for any reason that payment is dishonoured, you are liable for any dishonour charges.
- c) We will provide you with a range of payment options on your bill so you can select whichever option best suits your needs.
- d) You must also pay any processing or merchant service fees incurred because of the payment method you use. E.g. Ezidebit, bank or credit card associated fees.
- e) We will accept payment in advance on your electricity account, however, it will not earn interest and the credit remaining will only be refunded when your account is closed.

- f) Subject to the law, in the event you fail to pay by the due date your final bill; Your landlord or We may debit from Your rental bond or bank guarantee in connection with Your premises any outstanding amount on Your final account.
- g) Subject to Law, You agree that You shall be liable for any expense and/or costs or disbursements incurred by the Business in recovering any outstanding monies including debt collection agency fees and/or legal costs.

#### 7. Direct Debit for Residential Customers

We request that upon opening an electricity account all residential customers provide direct debit details as their method of payment.

- a) You agree to sign up with Ezidebit upon Your initial sign up registration for the connection and payment of utility services provided by the Business.
- b) You agree that automatic payments will be for the amount of Your utilities bill including any overdue amounts that may exist.
- c) You agree that automatic payments will occur every month in accordance with Your billing period, atleast 13 days after the issue date of that month's billings period, when the bill becomes due.
- d) You agree that it is Your responsibility to ensure that there are sufficient clear funds available in Your account to allow a debit payment to be made, if not dishonour fees may be incurred.
- e) You agree to notify Ezidebit of any payment cancellation requests.
- f) (Residential Customers Only) You agree to provide the Business and/or Ezidebit with another payment method when cancelling this direct debit arrangement.

#### Ezidebit Direct Debit Service Agreement

- i. I hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the Direct Debit Request in the registration form (herein referred to as "the Business").
- ii. I acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to Me for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I have with the Business.
- iii. I acknowledge that the debit amount will be debited from My account according to the terms and conditions of My agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.
- iv. I acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I will contact my/our financial institution if I am uncertain of the accuracy of these details.
- v. I acknowledge that it is My responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either My or its financial institution.
- vi. I acknowledge that there may be a delay in processing the debit if:
  - a. there is a public or bank holiday on the day of the debit, or any day after the debit date;
  - b. a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
  - c. a payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.
- vii. I authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within My agreement with the Business. I authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I do not require Ezidebit to notify Me of such variations to the debit amount.
- viii. I acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.
- ix. I acknowledge that I will contact the Business if I wish to alter or defer any of the debit arrangements.
- x. I acknowledge that any request by Me to stop or cancel the debit arrangements will be directed to the Business.

- xi. I acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I agree to contact My financial institution.
- xii. I acknowledge that if a debit is returned by My financial institution as unpaid, a failed payment fee of up to \$21.90 is payable by Me to Ezidebit. I will also be responsible for any fees and charges applied by My financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.
- xiii. I authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.
- xiv. I acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to My agreement with the Business agree to pay those fees and charges to Ezidebit.

#### **Credit Card Payments**

- xv. I acknowledge that "Ezidebit" will appear as the merchant for all payments from My credit card. I acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non-supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business.
- xvi. I acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.
- xvii. I appoint Ezidebit as My exclusive agent with regard to the control, management and protection of My personal information (relating to the Business and contained in this DDR Service Agreement). I irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, My personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.
- xviii. Other than as provided in this Agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection, or as otherwise required or permitted by law. Further information relating to Ezidebit's Privacy Policy can be found at <http://www.ezidebit.com/au/privacy-policy/>.
- xix. I hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on My written request.
- xx. I authorise:
  - a) Ezidebit to verify and/or correct, if necessary, details of My account with My financial institution; and
  - b) My financial institution to release information allowing Ezidebit to verify My account details.

You agree that by accepting the terms and conditions during the registration process You agree to Ezidebit's Direct Debit Request Service agreement.

#### **8.Reminders and Payment Difficulties**

- a) If you fail to make your payment by the due date, we will issue you with a courtesy reminder approximately 2 business days after your missed due date. We may contact you either using a text message system to your nominated mobile number or email or both.
- b) If no payment is then received, a reminder notice is then issued no less than 6 business days after your missed due date.
- c) If we still receive no payment or an arrangement to pay, a disconnection imminent notice is issued no less than 12 days after your missed due date, stating clearly the date on which the term ends and when disconnection of your electricity supply will be scheduled to take place.
- d) If you are experiencing payment difficulties, please contact us as soon as possible to discuss alternative payment options as you may be eligible under the Regulatory Requirements for a payment plan.
- e) There are schemes available to help you should you require further assistance in making payments and we will advise of what these schemes are if you meet certain eligibility criteria.
- f) Residential customers can be offered payment plans to help get their debt under control however we are not obligated to offer a payment plan if you have failed 2 payment plans in the past 12 months.

## 9. Security Deposits

The Business may require You at any time by notice in writing to provide us with security of a type, and in an amount, and on terms and conditions we reasonably require in accordance with the National Energy Retail Rules. We do so by reference to our credit assessment of you.

You will be required to provide the security deposit within 10 business days after it has been formally requested by the Business. 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. If we use your Security Deposit or any interest to offset amounts owed to use, we will let you know.

We will return the security to you or the balance of security remaining, plus any interest accrued, after payment of all amounts you owe us within 10 business days if you:

- a) complete 1 year's payment (in the case of a residential customer) or 2 years' payment (in the case of a business customer) by the pay-by dates for the retailer's bills; or
- b) vacate the relevant premises, requests de-energisation of the premises or transfer to another retailer, where the security deposit or any part of it is not required in settlement of the final bill.

## 10. Metering

- a) You are responsible for ensuring that We or Our contractors have clear, safe and unhindered access to your meter. We will use best endeavours to ensure that access is provided to us by the Owners Corporation / Body Corporate or Shopping Centre Management, however, if we are unable to gain access due to changes made at your premises then we cannot be held responsible.
- b) We are responsible for the connection of your supply to the embedded network as well as the ongoing maintenance of your meter.
- c) We are unable to guarantee the supply within the embedded network as the external distributor is responsible for the continuation of supply.
- d) You acknowledge that any meter installed remains the sole property of Ours, and does not belong to you or the Owners' Corporation/ Body Corporate, or shopping centre management. The connection of the equipment to the Site in no way operates to make it a fixture or to affect the title of the Business to the infrastructure.
- e) If a new meter installation needs to take place, for us to supply you with electricity, you accept that you may be charged the associated costs.
- f) Our contractors may enter Your Premises for the purpose of metering, cabling and meter reading to repair, retrieve and repossess the same and You will not (or allow anyone else to) action works on, tamper, or in any way alter any meters, wiring or conduits installed in Your premises by Us or Our Contractors. You agree not to use the electricity to the Supply Address illegally and must not obtain electricity at the Supply Address fraudulently or for fraudulent purposes.

## 11. Under Charging and Over Charging

### Undercharging

- a) If you have been undercharged, we may be able to recover these amounts from you in accordance with the applicable Regulatory Requirements. Please note, we:
  - i. Will not charge interest on the amount undercharged.
  - ii. Will offer you an extended time to pay, matching the amount of time we have undercharged for. For example, if we have undercharged for 6 months, you may request 6 months in which to pay it off.
  - iii. Will limit the recovery of the undercharged period to 9 months, unless the reason is yours and was due to an unlawful act or an omission.

### Overcharging

- a) If you have been overcharged by \$50 or less exclusive of GST, we will credit the amount to your next bill.
- b) If you have been overcharged by \$50 or more exclusive of GST, we must inform you within 10 business days of becoming aware of the overcharge and if you request, we must refund the amount if you request.

## 12. Billing Enquiries

If you disagree with your bill, you are entitled to a review of your bill to ensure everything is correct.



- a) If you request, we will arrange for a check of your meter reading at no additional fee to you once a year. Each subsequent request will attract a fee.
- b) If you feel that there may be a fault with your meter, you may request the meter to be tested, and will need to accept the fees associated with this should be the meter test be within the legal parameters of operation.
- c) Should the meter test return a fault, we will credit or not charge the fee and your meter will be replaced at no additional cost to you.
- d) While we are conducting any activity to determine if the bill issued is correct, payment needs to be made and subsequent bills need to be paid as well.

### 13. Disconnection and Reconnection

- a) We can arrange for disconnection if:
  - i. You do not pay your invoice by the due date.
  - ii. You do not comply with the terms of a payment arrangement.
  - iii. You fail to provide access to your meter for the purposes of reading it.
  - iv. You have committed an act of fraud or illegal activity at your premises.
- b) We will not arrange disconnection at your premises during the following times:
  - i. On a business day before 8am.
  - ii. On a business day after 3 pm.
  - iii. On a Friday.
  - iv. On the day before a public holiday.
  - v. On a weekend or a public holiday.
  - vi. Days between 20 December and 31 December (inclusive) of each year.
- c) We can arrange for disconnection outside of the times listed in item b if:
  - i. It is required for safety reasons.
  - ii. In the event of an emergency.
  - iii. It is directed by a relevant authority.
  - iv. You have tampered with the meter.
  - v. You request us to disconnect your supply.
- d) Reconnection after disconnection will be arranged when:
  - i. You request reconnection as payment has been made.
  - ii. You have corrected any issues that led to the disconnection.
  - iii. You accept any reconnection charges incurred.

### 14. Life Support Customers

It is Your obligation to inform us if a person living at your premises requires life support equipment, you must register the premises with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.

The meaning of life support equipment is:

- 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;
- In relation to a particular customer – any other equipment (whether fuelled by electricity or gas) that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support or otherwise where the customer provides a current medical certificate certifying that a person residing at the customer's premises has a medical condition which requires continued supply of electricity or gas.

You must tell us if the life support is no longer required at the premises.

## 15. Queries, Complaints and Dispute Resolution

**Queries** – We have a team of well-trained customer service professionals ready to speak to you should have any queries in relation to your account. Call on 1300 032 753 Monday to Friday 8:30 am to 4:30 pm and Saturdays 9:00 am to 12:30 pm AEST. Connection phone lines are closed on Sundays and public holidays.

**Complaints** – If you feel that the customer service professional has not answered your query adequately, you may request to speak with a supervisor. We will endeavour to take your call immediately; however, sometimes this option may not be available and we will then call you back. If you would like to escalate your concern, you may also request a call back from the Customer Service Manager. Please refer to our Complaints and Dispute Resolution Policy on the website.

**Dispute Resolution** – As we act as agent for exempt on-sellers of electricity, not a retailer, we may be exempt from the state ombudsman schemes in Your state. However, there are other options such as external mediators available. Please refer to our Complaints and Dispute Resolution Policy on our website for more information.

## 16. Election to Choose an External Retailer

You acknowledge having been informed in writing that You may have the right to elect to purchase electricity from a licensed retailer of Your choice in your state. However, you agree to first liaise with the Business in an attempt to first address and resolve any concerns you may have before electing to leave the embedded network. Notice of intention to opt out must be provided in writing 30 days prior to the date You intend the Agreement to end.

## 17. Amendments to the Terms and Conditions

We may make changes to these terms and conditions detailed or make any changes in accordance with any applicable legislation and industry codes. If you do not accept any change we make, you must contact the Business to close your account. You will need to pay any outstanding balance in order to do this and closing account fees as stipulated in the Fee schedule. (QLD Customers Only) You further acknowledge that if You fail to pay for the supply of utilities to the premises, the Body Corporate is entitled to recover all costs and expenses in taking any action in the same manner as the Body Corporate is entitled to recover contributions levied in accordance with the Body Corporate and Community Management Act 1997.

## 18. Privacy

We will comply with the relevant privacy legislation in relation to your personal information. Our privacy policy is available on our website.

You agree that We may give information about You to any credit reporting agency in order to obtain a consumer/commercial credit report about You, or to allow a credit reporting agency to create or maintain a credit information file containing information about You, listing defaults, and exchanging information with other credit providers under the Privacy Act.

## 19. Force Majeure

If the Business is unable to comply with any obligations under this Agreement due to a force majeure event or the distributor, generator or exempt retail provider's inability to supply energy or changes including applicable laws and the compliance to them results in the Business's obligation to You as a customer being suspended (except the obligation to pay any money owing) or ceasing, The Business will use reasonable endeavours to remove, overcome or minimize the effects and notify You as soon as possible.

## 20. Indemnity

To the extent permitted by law, You release and indemnify the Business and its representatives, employees and agents, and will keep them indemnified, and hold them harmless against any and all claims of any nature and all liability of any nature which arises from the supply and on-selling to and use of electricity to You. Including the failure of supply, the quality, the continuity or frequency of the energy supply to the Site and on-selling to and use of electricity by You, including but not limited to from and against all claims of loss of revenue or financial loss in relation to the supply or supply disruption, from and against all claims in relation to disruption of supply of electricity and from and against all claims made by any third party in relation to disruption of supply of electricity, from and against all claims made in respect of damage to Your or anyone else's property. If the Business incurs any liability under this agreement; it is acknowledged the maximum liability the Business incurs is the cost of the electricity during any period during which the supply has been affected. To the extent any liability can arise the parties agree the quantum of such entitlement shall not exceed the average cost of electricity calculated over the preceding 12 months (or such lesser period of the agreement) for the period of disruption (regardless of the nature of the claim).

## 21. Governing Jurisdiction and Legal Protections

- a) The agreement is governed by the laws of state in which your Supply Address is located
- b) This agreement overrides all prior negotiations, representations, proposals, understandings and agreements whether in writing or not, relating to the sale and supply of electricity at the Supply Address
- c) Neither you nor we may assign the Agreement to another person without the other person's prior written consent
- d) If there is more than one of you, each of you is jointly and severally liable under the agreement
- e) Your agreement is covered by the Australian Consumer Protection Law. These protections are separate and in addition to the protections you have under the National Energy Retail Law. However, through entering this Agreement You acknowledge and have been notified that You will not receive the same protections as you would if purchasing from an authorised retailer.
- f) Through entering this Agreement, You acknowledge and accept our terms and conditions. Terms and conditions outside of the Agreement may be implied by the Agreement as a matter of law and nothing in the Agreement should be construed as restricting the law

## 22. Severability

To the extent permitted by law, the only warranties that apply to this Agreement are those expressly set out in the Agreement. However, you have non-excludable rights under the Australian Consumer Law. 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.

## 23. Notices

Unless the Regulatory Requirements require notice to be given in a different way, we will give you notice in writing:

- i. Personally;
- ii. By post, addressed to the address you nominate. We will consider that you have received the notice on the second Business day after we post it;
- iii. By e-mail if you have provided us with an e-mail address. We will consider that you have received the e-mail the day after we send it to the email address you provided;
- iv. By a message on your bill; or
- v. By sending you an electronic message (e.g. e-mail or SMS) letting you know that we are making a change or notifying you about something to do with your account and where you can find details of it (e.g. our website). We will only do this if it is reasonable in the circumstances and not prohibited by Regulatory Requirements;
- vi. If you do not choose an address for notices to be forwarded to and we cannot contact you (e.g. the notice is returned to us), we may send the notice to the Supply Address and you will be deemed to have received it.

## Definitions

**Business Day** means a day other than a Saturday, Sunday or a gazetted public holiday in the state of your Supply Address as applicable;

**Agreement** means the agreement for the sale and supply of electricity We and You have entered into;

**Fees** means fees and other charges we may impose as detailed in these terms or in the Business' Energy Plan or Fee Schedules;

**GST** means a goods and services or similar tax;

**Rates** means the rates we charge for electricity we supply and sell to you at your Supply Address;

**Regulatory Requirement** means any law or regulatory or administrative instrument relating to the sale or supply of electricity in the state where your Supply Address is located;

**Supply Address** means the connection address detailed by You during the registration process

Energy Plan and Fee Schedules

Schedule One: Energy Plan

Business Standard Energy Plan

Ongoing Energy Rate Plan:

<b>Varsity UMR Rates - Students</b>
<b>Varsity UMR Energy Consumption Rate:</b> \$0.3045 including GST.
<b>Varsity UMR Daily Service Fee Charge:</b> \$1.2730 daily service fee charge including GST.

<b>Varsity UMR Rates – Non Students</b>
<b>Varsity UMR Energy Consumption Rate:</b> \$0.3173 including GST.
<b>Varsity UMR Daily Service Fee Charge:</b> \$1.3266 daily service fee charge including GST.

## Schedule Two: Ancillary Fees and Charges

The fees that might be chargeable to You from time to time by the Business are as follows:

Fee Type	Fee Charge
Re-Energisation and Priority Energisation Connection Fee	<p>\$127.59 for priority energisation for a new account or to reenergise a meter after disconnection (includes a visual examination – after hours).</p> <p>A priority energisation occurs when the connection form is received before 2 pm on a business day for energisation to be completed that same day; or if received after 2pm, for energisation to be made the following business day.</p>
Re-Energisation After Disconnection (Business Hours and After Hours)	\$52.91 to reenergise a meter after disconnection due to non-payment of bill (includes a visual examination – business hours) and \$127.59 (after hours)
Meter Reading Fee	\$13.14 upon any requirement of a meter read i.e. to check the accuracy of a read, final read or transfer read.
Inspection Fee	\$425.36 (business hours) and \$592.40 (after hours) when a customer requests a meter inspection & investigation (no physical testing of meter) no fault in meter found.
Meter Testing	Price on application. As per local distributor's charges.
Billing History Request Fee	Free. This applies when a customer requests billing history/bills.
Wasted Service Technician Fee (Business Hours and After Hours)	\$116.46 applies when a service technician booking is wasted and/or not due to any fault of the Business (business hours) and \$163.08 (afterhours). E.g. fault attendant found that the consumer's main switch was off, tripped safety switch, internal fault, customer's overload.
Meter Connection / Fraud Investigation	Price on application. As per local distributor's charges. (Checked every 6 months by the Business for free as part of company policy however further investigations or audits may incur a fee).

*All fees are exclusive of GST and may be subject to change in the future and in accordance with CPI.*

*If a Government, Regulator, Network Distributor or Retailer varies or introduces a fee, charge or tax, we may pass through all or part of this varied or new fee, charge of tax to you. The charges for network-related services may include our reasonable costs for arranging such as a service.*

*We may vary the charges (including the amount, nature and structure of any of the charges) by notice to you at any time. The notice could take the form of a message on your bill, on the website or via e-mail correspondence and will specify the effective date of variation.*