



## Sale of Utilities Agreement

### Waves Redcliffe

This Sale of Utilities Agreement (SUA) is between you, "the Customer", and Waves Redcliffe CTS42638 (ABN: 71 075 955 728), the "Exempt Seller". Energy On Pty Ltd (ABN: 90 145 225 485), hereafter called "EON", has been appointed to manage the supply of Utilities to your Supply Address by the Exempt Seller.

Electricity supplied at your supply address at Waves Redcliffe is provided under a retail exemption administered by the Australian Energy Regulator (AER) in accordance with the National Energy Retail Law. The supply arrangement operates pursuant to Retail Exemption Class R1, subject to compliance with the applicable exemption conditions.

The applicable conditions under Retail Exemption Class R2 can be accessed on the AER's website via the following link:

[AER Retail Exempt Selling Guideline \(Version 7\)](#)

Utilities refer to electricity, circulating hot water, cold water, air conditioning and/or as defined under "6. Utility Rates" (where applicable). Please note that Utilities will not be supplied to your Supply Address unless you have a signed SUA and provided explicit informed consent.

(\* ) fields marked with a red asterisk are compulsory fields.

### 1. Customer Details

Customer Type \*

R  B

R = Residential | B = Business

First Name \*

Last Name \*

Mobile Number \*

Date of Birth \*

(Must be over 18)

Email Address \*

Re-Enter Email \*

Please check that the email address provided is correct.

Are you an \*

Owner  Tenant

Do you hold a Concession Card? \*

Yes  No

Please contact us and visit our [Help Centre](#) for information on concession.

Would you like to add a secondary contact (Authorised Representative) to your account?

Yes  No

Do you have any additional comments regarding your account setup?

Yes  No

## 2. Identification

Please provide us with one of the following forms of identification \*

DL  PA

DL = Drivers License | PA = Passport

Drivers License/Passport Number \*

Expiry Date \*

Please upload a copy of your identification \*

Please note that PDF file formats cannot be uploaded. The maximum file size is 19MB

## 3. Supply Address

Your Supply Address is the location you wish to sign up for the Utilities.

Please select which best describes your tenancy type: \*

R  B

R = Residential | B = Business

Apt/Unit \*

i.e. Unit 24A

Street Address \*

Supply Address Suburb \*

Supply Address State \*

Supply Address Postcode \*

## 4. Supply Information

Supply Start Date \*

The date you are to commence usage of the utility.

Do you require electricity for \*\*Life Support Equipment at your Tenancy? \*

Yes  No

\*\*If a person living at your premises requires life support equipment, you must register the premises with us. Please refer to the Energy On Life Support Policy on our website:  
[EnergyOn.com.au/customers/policies/](http://EnergyOn.com.au/customers/policies/)

In the unlikely event that there are outages at the site, what is your preferred method of communication? \*

Email  SMS  Post

## 5. Invoice Address

Your Invoice Address is the address your invoices and correspondence will be sent to.

**By default, your invoices will be emailed to you.**

Do you require the invoices to be posted? \*

Yes  No

If 'Yes', an Admin Fee of \$3.30, GST Inc. will be incurred per invoice.

## 6. Utility Rates (Incl. GST)

### Electricity Supply

The following rates will be applied to your electricity consumption. If you have any questions about how these will be calculated, please visit our help centre at [helpcentre.energyon.com.au](http://helpcentre.energyon.com.au)

#### Flat Rate (c/kWh)

26.40

#### Network Tariff

SAC8400

#### DMO

38% off the Default Offer Reference Price

#### Supply Charge (c/Day)

28.93

### Choice of Licenced or Authorised Retailer

You have the right to purchase electricity from a licensed retailer of your choice. Please refer to the Welcome Pack or contact us for further information.

### Exempt Seller

As an exempt seller we may not be subject to all the obligations of a licensed retailer. As a customer of an exempt seller you may not receive the same protections as you would if you purchase from a licensed retailer.

**Distributor:** Energex

**Distributor Contact Phone:** 13 12 53

## 7. Other Fees and Charges (Incl. GST)

### Electricity Fees and Charges

#### Connection Fee

\$ 00.00

#### Disconnection Fee

\$ 00.00

Fees represent the cost of connection and disconnection of electricity on move-in and on move-out .

#### Disconnection Charge

\$ 00.00

#### Reconnection Charge

\$ 63.69

#### After Hours Reconnection Charge

\$ 153.78

Charges represent the cost of disconnection and reconnection of utilities due to non-payment or incomplete SUA.

These Fees and Charges are subject to change, and are published on our website [EnergyOn.com.au/fees-and-charges/](http://EnergyOn.com.au/fees-and-charges/)

## 8. Payment Options

Energy On offers a variety of payment options, including BPAY, Credit Card (over the phone and online), and Direct Debit. We can also assist you with payments by periodic instalments.

Would you like to sign up for paying your utilities via Direct Debit of a Bank Account? \*

Yes  No

This form is for Direct Debit of a Bank Account, which does not attract any transaction fees. If you would like to set up Direct Debit via a Credit Card, please complete the Direct Debit form located on our website: <https://www.energyon.com.au/customers/pay-bill/>

## 9. Privacy

Energy On and the Energy On Group of companies may collect, use, and disclose the personal information provided by you via this form in accordance with our Privacy and Credit Reporting Policy and Privacy Collection Statement and Statement of Notifiable Matters available at [EnergyOn.com.au/customers/policies/](https://www.energyon.com.au/customers/policies/) and included in the Welcome Pack.

From time to time, Energy On may receive special offers from our partners. If you do not want to receive these special offers, please tick this box.

## 10. Declaration

Name \*

Date \*

By signing this agreement I: understand this utility offer which is made up of the terms of this Sale of Utilities Agreement, the "Terms and Conditions" and "Welcome Pack"; and, have been provided with a genuine opportunity to provide or withhold consent to taking up this utility offer; and, have the capacity to provide consent and enter into this agreement. \*

Once you have completed the form, please scroll to the bottom to Submit your Sale of Utility Agreement.

Signature: \_\_\_\_\_

## Important Information

### Energy On Contact Details

Monday to Friday - 8:30am - 5:30pm AEDT/AEST

**Email:** [TheTeam@EnergyOn.com.au](mailto:TheTeam@EnergyOn.com.au)

**Phone:** 1300 323 263

**Fax:** (03) 9544 1300

**Post:** PO Box 2624, Mount Waverley, VIC 3149

**Website:** [www.EnergyOn.com.au](http://www.EnergyOn.com.au)

### Payment Difficulties or Financial Hardship

If at any time you are unable to pay your invoices due to financial difficulties, we ask that you call us to discuss the possibility of flexible payment options. For further information please refer to our Financial Hardship Policy or Customer Hardship Policy located on our website [EnergyOn.com.au/customers/policies/](https://www.energyon.com.au/customers/policies/).

### Building Faults and Failures

For all building faults and failures, please contact your building or site manager.

### Emergencies

If you have an emergency, please contact the relevant emergency services and/or your local distributor. For all other inquiries, contact Energy On or the building or site manager.

### Emergency Services

Police / Fire / Ambulance: 000

### Local Distributor

See above.

## Terms and Conditions

---

These are the Terms and Conditions that apply to the Sale of Utility Agreement for the provision of utilities to the Supply Address and is between you ("The Customer") and the Exempt Seller. EON has been appointed to manage the supply of Utilities to your Supply Address by the Exempt Seller.

The Agreement commences on the Supply Start Date stated in the Agreement Details above, or the date that EON becomes responsible for the supply of utilities for the Embedded Network for the Supply Address.

### **Exempt Seller**

1. The Customer acknowledges that EON is acting as agent for the Exempt Seller and will not make any objection regarding EON's right to enforce this agreement on behalf of the Exempt Seller.
2. The Exempt Seller is exempt from the requirement to hold a Retail Licence and it is not subject to all the obligations of a Retail Licence. This means that you may not have the same consumer protections as you would if you were purchasing electricity directly from a Retailer that holds a Retail Licence. However, the Exempt Retailer's exemption is subject to conditions with which we (and our representatives) must comply. These conditions can be viewed on our website at [EnergyOn.com.au/customers/policies/](https://www.energyon.com.au/customers/policies/) and the website, the Australian Energy Regulator at [www.aer.gov.au](http://www.aer.gov.au), and the Essential Services Commission <https://www.esc.vic.gov.au/>.

### **Agreement**

3. The Agreement consists of:

- 3.1 the Sale Of Utilities Agreement;
- 3.2 these Terms and Conditions;
- 3.3 the Welcome Pack;
- 3.4 the Energy Price Fact Sheet (if applicable); and
- 3.5 any addendum or appendix we provide to you from time to time that is stated to form part of this Agreement.

4. The Sale Of Utilities Agreement specifies you as the "The Customer" ("you"). By completing the Sale Of Utilities Agreement:

- 4.1 You agree to enter into an Agreement for the Sale Of Utilities at the Supply Address on these Terms and Conditions; and
- 4.2 you acknowledge and give your consent to these Terms and Conditions.

5. Where more than one person has filled out and signed the Agreement Details, each of them will be jointly and severally liable under this agreement.

### **Commencement and Termination of the Agreement**

6. The Customer applies for the supply and Sale Of Utilities to the Supply Address from the Supply Start Date.

7. This Agreement will continue unless one or more of the following occurs:

7.1 EON gives the Customer at least 30 days' notice that EON intends to terminate this Agreement, in which case the Agreement will terminate on the expiration of that notice period.

7.2 The Customer notifies EON in writing, with at least 5 Business Days' notice, that the Customer wishes to terminate the Agreement and supplies a forwarding address for the final invoice. If a forwarding address and/or 5 Business Days' notice is not provided, the Customer agrees that any further fees or charges incurred during that period will be the Customer's responsibility until such time that the Customer gives EON 5 Business Days' notice.

7.3 The Customer fails to make payment of an invoice by the due date, EON serves a reminder notice, and disconnection warning on the Customer and the Customer still fails to pay the amount due within 6 Business Days after delivery of the disconnection warning. In this event, EON may disconnect the service and require a new Agreement.

7.4 The Customer provides not less than 30 days written notice to EON that the Customer intends to switch to a Retailer of the Customer's choice in which case this Agreement will terminate at the end of the notice period.

8. Following termination of this Agreement we may continue to sell or distribute electricity to you on the same terms as these Terms and Conditions until we enter into a new agreement (whether with you or someone else) or you transfer your Supply Address to a Retailer.

### **Rates, Charges and Fees**

9. The Customer agrees to pay EON, or its representative, all rates, charges, fees, and Network Charges for the supply of utilities to the Supply Address and further agrees that EON may modify the rates at any time with notice being given to the Customer. Fees and charges may change at any time. For current fees and charges please refer to our website, [www.EnergyOn.com.au/fees-and-charges/](http://www.EnergyOn.com.au/fees-and-charges/).

10. A Connection Fee may apply and will appear on the first invoice to cover administration and other costs. A Disconnection Fee may apply and will appear on the final invoice to cover administration and other costs.

11. EON may charge and the Customer will pay, the Connection Fee, the Disconnection Fee, an Admin Fee for the provision of paper invoices and Disconnection Charges, Reconnection Charges and/or After Hours Reconnection Charge that result from the Customer's non-payment of invoices issued by EON.

12. The Customer agrees that EON will invoice the Customer using actual meter reads on a periodic invoicing cycle or, in the absence of actual meter reads, on historical data available at that time, for the fees and charges associated with the Customer's usage at the Supply Address, to be paid within 14 Business Days from the date of the invoice.

13. The Customer understands that in the event that the Customer fails to pay an invoice or otherwise fails to comply with this agreement the Customer may be liable to EON for fees and charges incurred by it in connection with dishonoured payments, late payment fees, debt collection agency fees and the like. Any such fees or charges will be fair and reasonable having regard to the costs incurred by EON.

14. The Customer acknowledges that EON may take whatever action is permissible under the relevant jurisdictional regulation or code if the Customer fails to pay for the supply of energy to the Supply Address which may include disconnection of the supply of utilities to the Supply Address.

15. EON may disclose information about the Customer to any credit reporting body, including to obtain a consumer/commercial credit report about the Customer, or to allow a credit reporting body to create or maintain a credit information file containing information about the Customer listing defaults. EON may exchange information about the Customer with other credit providers in accordance with the Privacy Act. Further information about the way EON collects, uses and discloses information about the Customer is contained within the Privacy Collection Statement and Statement of Notifiable Matters in the Welcome Pack, and within EON's Privacy and Credit Reporting Policy available at [EnergyOn.com.au/customers/policies/](http://EnergyOn.com.au/customers/policies/).

16. The Customer hereby authorises EON to contact the Customer's Leasing Agent or other parties to release information in order to contact the Customer if the Customer has vacated the Supply Address without paying the final invoice and agrees that this will not be a breach of the Customer's rights, if any, to privacy.

17. If any tax or fee is imposed by the Federal or State government, the price of electricity will be adjusted to include such tax, fee or similar charge.

18. Amounts payable under this Agreement may be stated to be exclusive or inclusive of GST. Where an amount is not stated to include GST and is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

### **Changes to the Agreement**

19. EON may make changes to this Agreement from time to time or as required by law and will notify the Customer of such changes. This notice may be included as a statement in your invoice. If the Customer does not accept such changes the Customer must contact EON to close the Customer's account and must pay any outstanding balance required to close the account.

### **Life Support**

20. You must notify us if there exists a requirement to maintain supply to the Supply Address for Life Support Equipment. You must keep us updated if the requirement to maintain supply for Life Support Equipment no longer exists.

21. You consent to us using and disclosing information disclosed under clause 20, for purposes connected with the provision of electricity services to the Supply Address and otherwise complying with our regulatory obligations regarding Life Support Equipment.

22. If you give us notice under clause 20, you will be a "Life Support Customer" for the purposes of this Agreement and we will comply with any information and notice requirements or other obligations relating to Life Support Customers under the various electricity rules, laws and codes.

### **Power Of Choice**

23. The Customer has the right to purchase electricity from a Retailer of the Customer's choice. Changing Retailer may require changes to your electricity meter and billing arrangements. It is EON's responsibility to ensure that your access to a Retailer of your choice is not impeded by any network configuration or metering arrangements.

24. You will pay for all costs and charges relating to the purchase of electricity from a Retailer where applicable.

25. The Embedded Network Manager (ENM) will be responsible for coordinating your access to other Retailers. EON is the appointed ENM and can be contacted by telephone on 1300 323 263 or email: [ENM@EnergyOn.com.au](mailto:ENM@EnergyOn.com.au)

26. If you choose to purchase electricity from a Retailer of your choice, you should:

26.1 advise the nominated Retailer that the Supply Address is connected to an Embedded Network; and

26.2 That you require an "Energy Only" quote; and

26.3 contact EON and give notice.

### **Network Services**

27. If you enter into a contract with a Retailer for the sale of electricity, EON may still need to charge you for Network Charges as a customer being physically supplied electricity through the Embedded Network under the Electricity Laws under and in accordance with the Network Services Agreement (except to the extent that doing so would be contrary to any obligations imposed upon us under applicable Electricity Laws).

28. The collection of the Network Charges may be done under a contract between EON and your new Retailer or, if that cannot be arranged, you will pay us those amounts under the Network Services Agreement where you are not separately making payments to your new Retail Licence for the Network Charges. You must provide us with all information and assistance reasonably required by us to ensure that all payments for the Network Charges you make to the relevant Retailer are passed on to us.

29. We reserve the right to invoice you directly under this Agreement for the Network Charges at any time by issuing you an invoice or including them in an invoice issued. You will be liable to pay us for all Network Charges included in any invoice issued. You will not be liable for any Network Charges for which a previous customer at the Supply Address is liable.

### **Complaints Handling**

30. EON has an easily accessible complaints process should something go wrong. If you wish to dispute an invoice relating to the supply of utilities or lodge a complaint about any other matter relating to the supply of utilities under this Agreement, the Customer may lodge the complaint with EON. EON's Complaint Handling and Dispute Resolution Policy is published on EON's website [EnergyOn.com.au/customers/policies/](http://EnergyOn.com.au/customers/policies/).

31. The Customer agrees to pay any amount not in dispute.

32. You may have the option to contact the Energy & Water Ombudsman in your state at any time for independent advice and assistance. Their contact details can be found in EON's Complaints Handling Policy published on the Website.

### **Meter Access, Use, Works and Ownership**

33. The Customer must provide unhindered and safe access to the meter at the Supply Address at all times for EON's contractors or agents so that they may access the electrical meter or similar equipment for the purposes of reading the meter to measure supply of utilities or for maintenance, repair and/or repossession. Failure to provide access to the meter at the Supply Address can result in invoices being issued on an estimation basis and could further result in a disconnection of utilities.

34. The Customer will not use the Utilities supplied to the Supply Address illegally and will not obtain Utilities fraudulently or for fraudulent purposes.

35. The Customer will not action works on, tamper with or in any way alter any meter, wiring or conduits installed in the Supply Address or associated with the Supply Address.

36. The Customer acknowledges that the ownership of all metering equipment remains the sole property of EON, the Exempt Seller or other related party and hereby grants the right for EON, an EON contractor or agent acting on behalf of EON to enter the Supply Address for the purpose of maintenance, repair and repossession of such equipment.

### **Indemnity**

37. To the extent permitted by Law the Customer releases and indemnifies EON and its representatives, employees and agents, both for itself and as agent for the Exempt Seller (and therefore the Exempt Seller itself) and will keep each of them indemnified, and held harmless against any Unfortunate Events. (The National Energy Retail Law excludes EON's liability for any loss or damage arising from an Unfortunate Event regarding the supply of utilities). Unfortunate Events includes, but is not limited to, total or partial failure to supply Utilities to the Supply Address, and any loss or damage the Customer suffers as a result of the defective supply of utilities to the Supply Address.

### **Supply of Electricity**

38. The supply of electricity to the Embedded Network is the responsibility of the Local Network Service Provider and we cannot control the quality, voltage, frequency or security of the electricity supply delivered to and on the Embedded Network. The supply of electricity to and on the Embedded Network may be subject to variations in voltage and frequency and may contain voltage surges

and dips, including as a result of accidents, emergencies, weather conditions, vandalism, system demand and the actions of the Local Network Service Provider. Except to the extent required by law, we do not guarantee the quality, voltage, frequency or security of the electricity supply, and we make no representation to you about the conditions or suitability of the electricity supplied under this Agreement, its quality, fitness for purpose or safety.

#### **General Provisions and Interpretation**

39. If EON or the Exempt Seller is unable to comply with any obligations under this Agreement due to any event which is beyond their reasonable control (such as a natural disaster or a problem with supply or the distributor) ("Force Majeure Event") the obligations of EON, the Exempt Seller and the Customer shall be suspended (except the obligation to pay any money owing) until such time as the Force Majeure Event ceases and in the meantime EON will use reasonable endeavours to remove or reduce the effects of the Force Majeure Event and will advise the Customer when this occurs.

40. In these Terms and Conditions, headings and bolded text are for convenience only and do not affect the interpretation of the Agreement.