

OC Electricity Management Services Pty Ltd
ACN 169 137 606
SUPPLY OF ENERGY CONTRACT
CONTRACT DETAILS AND INFORMED CONSENT

By completing and signing these Contract Details You understand that You are entering into a contract with Us [OC Electricity Management Services Pty Ltd ACN 169 137 6076] for the supply of energy/electricity to You at the Supply Address below and You are bound to comply with the terms of this contract.

SUPPLY START DATE...../...../.....

CUSTOMER DETAILS [Owner/Tenant]

Mr/Mrs/Ms/Other.....

First Name.....

Last Name.....

Mobile Phone.....

Date of Birth...../...../.....

IDENTIFICATION Please provide **ONE** of the following. If You do not provide identification as required We will require a security deposit to be paid in advance which will be used to offset any amount You owe under this contract.

Identification	Tick
Driver's Licence	
Passport	
Birth Certificate	
Concession Card or other entitlement card	
Photographic ID (Student ID card)	

PREMISES/SUPPLY ADDRESS [Premises to be supplied]

Unit Number.....

Street Address.....

.....

Post Code.....

BILLING ADDRESS [If You require Your invoice to be posted then a \$2.50 plus GST Paper Bill Fee will be charged]

Email.....

Paper Bill Postal Address

.....

..... Post Code.....

LEASING AGENT INFORMATION

Agent's Name.....

Agent's Company.....

Agent's Address.....

..... Post Code.....

Agent's Phone Number.....

RATES –

Current rates and connection and disconnection charges and levies can be found on the Website.

How do You wish to receive your Invoice?	<p style="text-align: center;"><i>Email/ Mail/ Both</i></p> <p><i>[If You require Your invoice to be posted then a \$2.50 plus GST Paper Bill Fee will be charged]</i></p>
Do You wish to pay by Direct Debit?	<p style="text-align: center;">Yes/No</p> <p><i>[If yes, then please submit the Ezidebit form which is available on Our Website]</i></p>
Do You require electricity for life support?	Yes/No

INFORMED CONSENT

ACKNOWLEDGMENT

I have read and understood the Information Pack provided which contains the Informed Consent Information referred to below:

- My right to purchase electricity from a retailer of my choice
- Complaint Handling Procedures which include information concerning the Energy and Water Ombudsman Victoria scheme
- The forms of assistance that are available if I am unable to pay my bills due to financial difficulty.
- The electricity tariffs or rates that will apply
- That flexible payment options are available

AND I have also read and agree with the attached Sale of Energy Contract.

Signature.....

Print Name.....

Date.....

OC Electricity Management Services Pty Ltd

ACN 169 137 606

SALE OF ENERGY CONTRACT

This Sale of Energy Contract will commence on the later of the Service Start Date or the date You sign this Contract.

1. SUPPLY

- 1.1 You understand that by signing this contract You are applying for the supply and sale of energy to the Premises.
- 1.2 You acknowledge that:
 - (a) this contract is for the supply of energy to the Premises at the rates applicable from time to time;
 - (b) whilst the supply of energy should commence on the Service Start Date the Service Start Date will be delayed if You have not signed this contract; and
 - (c) We are not responsible for the maintenance of the infrastructure.
- 1.3 Supply of energy to the Premises will end:
 - (a) if You give Us not less than 5 Business days' written notice that You will be vacating the Premises together with a forwarding address and We are able, using all reasonable endeavours, to conduct a final meter reading then supply will cease at the end of the notice period; or
 - (b) under any of the circumstances in clause 9.1 of this Contract; or
 - (c) if You provide Us with written notice that You intend to switch to a licensed retailer of Your choice in which case energy supply will cease when the market retail contract starts; or
 - (d) if a different customer starts buying energy for the Premises, supply will cease on the date that customer's contract starts; orwithin 10 Business Days following disconnection if You do not meet the requirements in clause 9.2.
- 1.4 If You do not give Us safe and unhindered access to the Premises to conduct a final meter reading then this contract will not end until We have issued You a final invoice and You have paid any outstanding amount for the supply of energy.
- 1.5 You acknowledge that:
 - (a) You continue to be responsible for charges under this contract until Your contract ends in accordance with clause 1.3;
- 1.6 We may take whatever action is permissible under the Energy Retail Code if You fail to pay for the supply of energy which may include disconnection of the supply of energy to the Premises.

2. BILLING

- 2.1 We will invoice You for Your usage of energy supplied to the Premises which will be charged at the Supply Rates supplied on the Website.
- 2.2 Invoices will be emailed to You unless You have elected to receive invoices by mail in which case a Paper Bill Fee will be imposed. Invoices which are emailed are deemed received on the date they are sent and invoices posted are deemed to be received 2 Business Days after the day of posting.
- 2.3 We will read Your meters and invoice You on a regular basis as advised from time to time.
- 2.4 Your invoices will be calculated on:
 - (a) The amount of energy consumed at the Premises
 - (b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and
 - (c) the charges payable for services provided by Your distributor, including connection charges if You have asked for a new connection or connection alteration and have not made alternative arrangements with Your distributor.
- 2.5 You agree to pay Your invoices by the due date.
- 2.6 The Supply Rates may be changed from time to time and We will provide You with not less than 10 Business Days' notice of such changes.
- 2.7 You agree to pay:
 - (a) the Initial Connection Fee;
 - (b) the Disconnection Fee on moving out;
 - (c) the Disconnection Charge if You are disconnected due to Your default in payment; and
 - (d) the Reconnection Fee if You are disconnected due to Your default and then reconnected;
 - (e) any tax or levy that may be imposed by any Government or regulatory body on the supply of energy to the Premises;
 - (f) any reasonable costs We incur in recovering monies which You owe such as debt collection agency costs or legal costs.
- 2.8 If We undercharge You, We may recover the undercharged amount from You.
- 2.9 The maximum amount We can recover from You is limited to the amount that has been undercharged in the 9 months immediately before We notify You, unless the undercharge is Your fault or results from Your unlawful act or omission.
- 2.10 Where You have been overcharged by \$33 (Inclusive of GST) or more We must inform You within 10 Business Days of becoming aware of the overcharge and if You have already paid the amount We will credit that amount to Your next invoice.

3. **CALCULATING THE CHARGES**

- 3.1 The invoices We send You will be calculated on:
- (a) the amount of energy consumed at Your Premises during the billing cycle using information from reading Your meter for any reason; but.
 - (b) If for any reason Your meter cannot be read then We may estimate the amount of energy consumed based on historical data.
- 3.2 If We estimate the amount of energy consumed at the Premises We must:
- (a) Clearly state on the invoice that it is based on an estimation; and
 - (b) When Your meter is later read, adjust Your bill for the difference between the estimate and the energy actually used.
- 3.3 If the later meter read shows that You have been undercharged, We will allow You to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months) or otherwise over 12 months.
- 3.4 If the meter has not been read due to Your actions, and You request Us to replace the estimated invoice and an invoice based on an actual reading of the meter, We will comply with Your request but may charge You any cost We incur in doing so.

4. **YOUR RESPONSIBILITIES**

- 4.1 You agree that You will:
- (a) use the energy supplied to the Premises only for legal purposes;
 - (b) not tamper with or in any way modify any meter, wiring or conduits on, adjoining or serving the Premises;
 - (c) not deny Our ownership of or title in the metering equipment serving the Premises; and
 - (d) You will promptly advise Us if any of Your information supplied in this contract changes.

5. **SECURITY DEPOSIT**

- 5.1 You agree that if You fail to supply at least one form of identification as required in the Contract Details You provide a security deposit that will be refunded when Your account is closed and all monies outstanding have been paid.
- 5.2 The security deposit may be used, at Our discretion, to offset any amounts which remain outstanding 7 Business Days after a reminder has been sent to You and to pay out a final invoice.
- 5.3 If We use Your security deposit or any accrued interest to offset amounts owed to Us, We will advise You within 10 Business Days.
- 5.4 The balance of the security deposit including interest which remains after all Your obligations have been satisfied, will be refunded to You when this Contract comes to an end.

6. **LIFE SUPPORT**

- 6.1 If a person living at the Premises requires life support equipment We refer You to Our Life Support Policy on Our Website,

- 6.2 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.
- 6.3 You must tell Us if the life support equipment is no longer required at the Premises.

7. **ENERGY TARIFFS**

- 7.1 Our rates for the sale of energy to You are Our standing offer prices which are published from time to time on Our Website. These include Your distributor's charges.
- 7.2 If We vary Our standing offer prices We will include details with Your next bill if the variation affects You and also publish the changes on Our Website.
- 7.3 Our standing offer prices will not be varied more than once every 6 months.
- 7.4 If a change in Your use of energy means You are no longer eligible for the particular tariff You are on We may transfer You to a new tariff under Our standing offer prices:
- (a) If You notify Us there has been a change of use, from the date of the notification; or
 - (b) If You have not notified Us of the change of use then retrospectively from the date the change of use occurred.
- 7.5 If You think You satisfy the conditions applying to another tariff under Our standing offer prices You can ask Us to review Your current circumstances which We will do and Your tariff will change if considered appropriate.

8. **OUR RESPONSIBILITIES**

- 8.1 The quality and reliability of Your electricity supply is subject to a variety of factors that are beyond Our control including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons.
- 8.2 To the extent permitted by law We give no warranty or undertaking regarding the quality of supply and We make no representation to You about the condition or suitability of energy supplied.
- 8.3 Unless We have acted in bad faith or negligently, the National Energy Retail Law excludes Our liability for any loss or damage You suffer as a result of the total or partial failure to supply energy to the Premises, which includes any loss or damage You suffer as a result of the defective supply of energy.

9. **DISCONNECTION/RECONNECTION**

- 9.1 We may disconnect Your energy supply in the following circumstances:
- (a) If You fail to pay Your invoice within 7 Business Days after We have sent You a reminder;
 - (b) If You are a residential customer and You fail to comply with the terms of any agreed payment plan;
 - (c) You do not provide a security deposit We are entitled to require from You; or
 - (d) You do not give access to the Premises to read a meter for 3 consecutive meter reads; or

- (e) there has been illegal or fraudulent use of energy at the Premises; or
 - (f) We are otherwise entitled or required to disconnect Your energy supply under the Rules.
- 9.2 We will reconnect the Premises if, within 10 Business Days of the Premises being disconnected, You ask Us to arrange for reconnection and
- (a) You rectify the matter that led to the disconnection; and
 - (b) You pay any Reconnection Charge requested.
- 9.3 For further information on disconnection and reconnections We refer You to Our Policy on Disconnection and Reconnection on Our Website.

10. RESOLVING DISPUTES

- 10.1 If at any time You have any objection to an item on an invoice issued to You, You agree to initially contact Our Customer Service Department to seek resolution of the issue.
- 10.2 If Your issue is not resolved to Your satisfaction after initially contacting Our Customer Service Department then We recommend that You follow the procedures in Our Complaint Handling and Dispute Resolution Policy which is published on Our Website.
- 10.3 You agree that if You have a complaint about part of Your invoice, that You will pay the amount not in dispute.
- 10.4 You agree that if We are unable to resolve a dispute about the whole or part of Your invoice that We may charge You the average of all previous invoices up to a maximum of 12 months (if You are disputing the whole of Your invoice) or a portion of that average amount (if You are disputing a portion of Your invoice).
- 10.5 For further information on handling disputes We refer You to Our Complaint Handling and Dispute Resolution Handling Policy on Our Website.

11. MISCELLANEOUS

- 11.1 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 and to provide information about You such as defaults to enable a credit reporting agency to create or maintain a credit information file about You and to share that information with other credit providers under the Privacy Act.
- 11.2 You authorise Us to contact Your leasing agent to obtain Your new address if You fail to provide Us with a forwarding address on moving out of the Premises.
- 11.3 If more than one individual applies for the supply of energy to the Premises and signs this contract You are all jointly and severally liable for the obligations under this contract.
- 11.4 If We are unable to comply with any obligations under this Contract due to any event which is beyond Our reasonable control (such as a natural disaster or a problem with supply or the distributor) ("Force Majeure Event") Our obligations shall be suspended until such time as the Force Majeure Event ceases and in the meantime We will use reasonable endeavours to

- remove or reduce the effects of the Force Majeure Event and will advise You when this occurs.
- 11.5 Rights and obligations which have accrued before the end of this contract will continue despite the end of the contract, including any obligations to pay amounts to Us.
- 11.6 We may make changes to this contract as required by law and will notify You of such changes. If You do not accept such changes You should contact Our Customer Service Department to close Your account and You must pay any outstanding balance required to close the account.
- 11.7 This agreement may not be assigned by You to any other party.

12. DEFINITIONS

- 12.1 In this Contract the following words have the following meanings:
- We/Us/Our** means OC Electricity Management Services Pty Ltd ACN 169 137 606
 - You/Your** means the customer who has sign this Supply of Energy Contract.

13. INTERPRETATION

- 13.1 This Agreement is governed by the laws of the State of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and waives any right to object to proceedings being brought in those Courts.
- 13.2 A reference to a person includes a firm, partnership, association, corporation or other corporate body.
- 13.3 If a party consists of more than one person, this Agreement binds them jointly and severally and a reference to a gender includes the other gender.
- 13.4 The singular includes the plural and vice versa.
- 13.5 "Including" is a word that is all-encompassing and is not a word of limitation.
- 13.6 "in writing" includes any notice or communication in or attached to an email.
- 13.7 A reference to any Act of Parliament includes consolidations, amendments, re-enactments or replacements of any of them and all regulations or codes made pursuant thereto.
- Headings and subheadings are inserted for ease of reference only and shall not be used in the interpretation of this Agreement.