SILVER
ASSET SERVICES

UTILITY SUPPLY APPLICATION FORM

Terms and Conditions

Terms and conditions of your premises supply agreement.

This agreement is about the sale of energy to you as a small customer at your premises. The agreement is a standard retail agreement that starts without you having to agree to these terms and conditions.

In addition to this agreement, 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.

More information about this agreement and other matters can be found on our website **www.silverasset.com.au**

1. The parties

This agreement is between: the Body Corporate / Strata Plan / Owners Corporation / managing party who sells energy to you at your premises (in this agreement referred to as "we", "our" or "us"); and You, the customer to whom this agreement applies (in this agreement referred to as "you" or "your").

2. Definitions and interpretation

(a) Terms used in this agreement have the same meanings as they have in the National Energy Retail Law and the Rules. However, for ease of reference, a simplified explanation of some terms is given at the end of this agreement.

(b) Where the simplified explanations given at the end of this agreement 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.

3. Do these terms and conditions apply to you?

3.1 These are our terms and conditions

This agreement sets out the terms and conditions for a standard retail agreement for a small customer under the National Energy Retail Law and the Rules.

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

(a) you are a residential customer; or

(b) you are a business customer who is a small customer; and

(c) you request us to sell energy to you at your premises; and

(d) you are not being sold energy for the premises under a market retail agreement.

3.3 Other utilities

The terms and conditions apply to other utilities that may be supplied by us.

4. What is the term of this agreement?

4.1 When does this agreement start?

This agreement starts on the date you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including (a) you begin consuming energy and/or (b) you give us acceptable identification and/or (c) your contact details for billing purposes.

4.2 When does this agreement end?

(a) This agreement ends:

(i) if you give us a notice stating you wish to end the agreement—subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days' notice; or

(ii) if you are no longer a small customer: (A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days' notice; or (B) if you have not told us of a change in the use of your energy—from the time of the change in use; or

(iii) if we both agree to a date to end the agreement—on the date that is agreed; or

(iv) if you start to buy energy for the premises from us or a different retailer under a customer retail agreement—on the date the market retail agreement starts; or

(v) if a different customer starts to buy energy for the premises—on the date that customer's agreement starts; or

(vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection—10 business days from the date of disconnection.

(b) 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 under paragraph (a)(i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.

(c) 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.

4.3 Vacating your premises

(a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this agreement.

(b) When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.

(c) You will continue to be responsible for charges for the premises until your agreement ends in accordance with clause 4.2 of this agreement.

5. Scope of this agreement

5.1 What is covered by this agreement?

(a) Under this agreement we agree to sell you energy at your premises. We also agree to meet other obligations set out in this agreement and to comply with the energy laws, including, where we sell you electricity, the provision, installation and maintenance of your meter.

(b) In return, you agree:

(i) to be responsible for charges for energy supplied to the premises until this agreement ends under clause 4.2 even if you vacate the premises earlier; and

(ii) to pay the amounts billed by us under this agreement; and

(iii) to meet your obligations under this agreement and the energy laws.

6. Your general obligations

6.1 Full information

You must give us any information we reasonably require for the purposes of this agreement. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must tell us promptly if: (a) 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); or (b) you are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services at the premises.

6.3 Life support equipment

(a) If a person living at your premises requires life support equipment, you must register the premises with us or your distributor. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.

(b) You must tell us or your distributor if the life support equipment is no longer required at the premises.

(c) If the premises are registered as having life support equipment, we must give you:

(i) general advice relating to the retailer planned interruption to the supply of electricity to the premises;

(ii) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises; and

(iii) an emergency telephone contact number.

6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this agreement because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

7. Our liability

(a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply, air conditioning supply and hot and potable water supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.

(b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this agreement.

(c) 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 your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

8. Price for energy and other services

8.1 What are our tariffs and charges?

(a) Our tariffs and charges for the sale of energy to you under this agreement are provided in the Information Provision for our premises.

(b) Different tariffs and charges may apply to you depending on the circumstances of the premises.

8.2 Changes to tariffs and charges

If we vary our charges, we will publish the variation in the proceeding invoice or by notice at least 10 business days before it starts.

8.3 Changes to tariffs or type of tariff during a billing cycle

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

8.4 GST

(a) Amounts specified in the standing offer prices from time to time and other amounts payable under this agreement may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.

(b) Where an amount paid by you under this agreement 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.

9. Billing

9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

(a) to you at the address nominated by you; or

(b) to a person authorised in writing by you to act on your behalf at the address or email specified by you.

9.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

(a) the amount of energy and/or utility consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules); and

(b) the amount of fees and charges for any other services provided under this agreement 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.

9.3 Estimating the energy usage

(a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.

(b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must: (i) clearly state on the bill that it is based on an estimation; and (ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.

(c) 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.

(d) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill 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.

9.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information: (a) 4 times in the previous 12 months, where this agreement relates to electricity; or (b) in the previous 12 months, where this agreement relates to gas.

9.4A Your electricity (only) 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: (a) we have already given you this information 4 times in the previous 12 months; or (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or (c) 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.

9.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12-monthly estimate of your energy consumption.

10. Paying your bill

10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

10.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will be followed in not less than 6 business days, with a disconnection warning.

10.3 Difficulties in paying

(a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.

(b) 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.

(c) Additional protections may be available to you under our Customer Hardship Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship.

10.4 Late payment fees

If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee, which is part of our standing offer prices. (This is only applicable on some energy agreements and will not be applied to small customers under a standard retail agreement where they are not permitted by a State or Territory law.)

11. Meters

(a) You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of (where relevant): (i) reading, testing, maintaining, inspecting or altering any metering installation at the premises; and (ii) calculating or measuring energy supplied or taken at the premises; and (iii) checking the accuracy of metered consumption at the premises; and (iv) replacing meters.

(b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.

(c) If we or our representatives seek access to the premises under paragraph (a), we will: (i) comply with all relevant requirements under the energy laws; and (ii) carry or wear official identification; and (iii) show the identification if requested.

(d) If we propose to replace your electricity meter we must give you a notice with the right to elect not to have your meter replaced unless: (i) your meter is faulty, or sample testing indicates it may become faulty; or (ii) you have requested or agreed to the replacement of your meter.

11A. Interruption to electricity supply

11A.1 Retailer may arrange retailer planned interruptions (maintenance, repair etc.)

(a) We may arrange planned interruptions to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of Infrastructure;

(b) If your electricity supply will be affected by a planned interruption arranged by us, we will give you at least 4 business days' notice by mail, letterbox drop, press advertisement or other appropriate means.

11A.2 Your right to information about planned interruptions

(a) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the premises which was arranged by us.

(b) If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either: (i) the written explanation; or (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

(c) For interruptions made by your distributor, we may refer you to your distributor to provide information.

12. Undercharging and overcharging

12.1 Undercharging

(a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you: (i) we will not charge interest on the undercharged amount; and (ii) 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.

(b) 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.

12.2 Overcharging

(a) Where you have been overcharged by less than $25, and you have already paid the overcharged amount, we must credit that amount to your next bill.

(b) Where you have been overcharged by $25 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

(c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.

(d) 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 last 12 months.

12.3 Reviewing your bill

(a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.

(b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request

payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.

(c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of: (i) the portion of the bill that you do not dispute; or (ii) an amount equal to the average of your bills in the last 12 months.

13. Security deposits

13.1 Security deposit

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Rules.

13.2 Interest on security deposits

Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Rules.

13.3 Use of a security deposit

(a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this agreement: (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).

(b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

13.4 Return of security deposit

(a) We must return your security deposit and any accrued interest in the following circumstances: (i) you complete 1 year's payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or (ii) subject to clause 14.3 of this agreement, you stop purchasing energy at the relevant premises under this agreement.

(b) If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

14. Disconnection of supply

14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Rules, we may arrange for the disconnection of your premises if:

(a) you do not pay your bill by the pay-by date and, if you are a residential customer, you: (i) fail to comply with the terms of an agreed payment plan; or (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;

(b) you do not provide a security deposit we are entitled to require from you; or

(c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or

(d) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or

(e) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this agreement; or

(f) we are otherwise entitled or required to do so under the Rules or by law.

14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules, and in relation to safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

14.3 When we must not arrange disconnection

(a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'): (i) on a business day before 8.00am or after 3.00pm; or (ii) on a Friday or the day before a public holiday; or (iii) on a weekend or a public holiday; or (iv) on the days between 20 December and 31 December (both inclusive) in any year; or (v) if you are being disconnected under clause 14.1(a), during an extreme weather event.

(b) Your premises may be disconnected within the protected period: (i) for reasons of health and safety; or (ii) in an emergency; or (iii) as directed by a relevant authority; or (iv) if you are in breach of clause 6.5 of your customer connection agreement which deals with interference with energy equipment; or (v) if you request us to arrange disconnection within the protected period; or (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or (vii) where the premises are not occupied.

15. Reconnection after disconnection

(a) We must arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected: (i) you ask us to arrange for reconnection of your premises; and (ii) you rectify the matter that led to the disconnection; and (iii) you pay any reconnection charge (if requested).

(b) We may terminate this agreement 10 business days following disconnection if you do not meet the requirements in paragraph (a).

16. Wrongful and illegal use of energy

16.1 Use of energy

You must not, and must take reasonable steps to ensure others do not:

(a) illegally use energy supplied to your premises; or

(b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or

(c) use the energy supplied to your premises or any energy equipment in a manner that: (i) unreasonably interferes with the connection or supply of energy to another customer; or (ii) causes damage or interference to any third party; or

(d) allow energy purchased from us to be used otherwise than in accordance with this agreement and the Rules; or

(e) tamper with, or permit tampering with, any meters or associated equipment.

17. Notices and bills

(a) Notices and bills under this agreement must be sent in writing, unless this agreement or the National Energy Retail Law and the Rules say otherwise.

(b) A notice or bill sent under this agreement is taken to have been received by you or by us (as relevant): (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or (ii) on the date 2 business days after it is posted; or (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

(c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

18. Privacy Act notice

We will comply with all relevant privacy legislation in relation to your personal information.

19. Complaints and dispute resolution

19.1 Complaints

If you have a complaint relating to the sale of energy or a utility by us to you, or this agreement generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

(a) of the outcome of your complaint and the reasons for our decision; and

(b) that if you are not satisfied with our response, you may wish to refer the complaint to the following departments for resolution:

> **QCAT** — www.qcat.qld.gov.au
>
> **Justice & Attorney-General** — www.justice.qld.gov.au
>
> **For owners:** Office of the Commissioner for Body Corporate and Community Management — www.qld.gov.au/law/housing-and-neighbours/body-corporate
>
> **For tenants:** Residential Tenancies Authority — www.rta.qld.gov.au

20. Force majeure

20.1 Effect of force majeure event

If either party to this agreement cannot meet an obligation under this agreement because of an event outside the control of that party ('a force majeure event'):

(a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and

(b) 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.

20.2 Deemed prompt notice

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 a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

20.3 Obligation to overcome or minimise effect of force majeure event

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.

21. Applicable law

The laws of the relevant participating jurisdiction where the customer's premises are located govern this agreement.

22. General

22.1 Our obligations

Some obligations placed on us under this agreement may be carried out by another person. If an obligation is placed on us to do something under this agreement, then:

(a) we are taken to have complied with the obligation if another person does it on our behalf; and

(b) if the obligation is not complied with, we are still liable to you for the failure to comply with this agreement.

22.2 Amending this agreement

(a) This agreement may only be amended in accordance with the procedures set out in the National Energy Retail Law.

(b) We must publish any amendments to this agreement on our website.

Simplified explanation of terms

billing cycle	means the regular recurrent period for which you receive a bill from us;
business day	means a day other than a Saturday, a Sunday or a public holiday;
customer	means a person who buys or wants to buy energy from a retailer;
customer connection agreement	means an agreement between you and your distributor for the provision of customer connection services;
designated retailer	means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;
disconnection	means an action to prevent the flow of energy to the premises, but does not include an interruption;
distributor	means the person who operates the system that connects your premises to the distribution network;
emergency	means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;
energy	means electricity or gas or water or air conditioning or utility services provided by us;
energy laws	means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;
force majeure event	means an event outside the control of a party;
GST	has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth));
interruption	means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection;
National Energy Retail Law	means the Law of that name that is applied by each participating State and Territory;
relevant authority	means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;
residential customer	means a person who purchases energy principally for personal, household or domestic use at their premises;
retailer	means a person that is authorised to sell energy to customers;

retailer planned interruption	means an interruption that: (a) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and (b) does not involve the distributor effecting the interruption; and (c) is not an interruption which has been planned by your distributor;
Rules	means the National Energy Retail Rules made under the National Energy Retail Law;
security deposit	means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;
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;
standing offer prices	means tariffs and charges that we charge you for or in connection with the sale and supply of energy.