

## TERMS AND CONDITIONS

### Purpose

1. This Intermediary Sale of Gas/Hot Water Heating Agreement ('this Agreement') is between Savant Energy Power Networks Pty Limited ACN 604 736 638 ('SEPN') and the person set out in the 'Customer Details' above ('the Customer'). This Agreement is in relation to the on-selling of electricity and gas from SEPN to the Customer at the 'Supply Address' above ('the Supply Address') through an embedded power/gas network ('Embedded Network').

### Term

2. This Agreement commences either:
  - 2.1 On the date set out as the 'Electricity/Gas Supply Commencement Date' above; or
  - 2.2 The date SEPN becomes responsible for the electricity, gas supply and hot water heating to the Supply Address set out in this Agreement and as governed by the relevant law.
3. This Agreement continues indefinitely until terminated in accordance with the terms of this Agreement.

### Terms Implied

4. Terms and conditions may be implied into this Agreement as a matter of law, even if not detailed within this Agreement. This Agreement should not be construed as restricting the operation of any implied terms.

### Compliance with Law

5. This Agreement is subject to the laws of the state or territory in which the Supply Address is located.
6. Any provision of this Agreement that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this Agreement but only to the extent necessary to avoid that effect. All other provisions of this Agreement continue to be valid and enforceable.

### Acknowledgments

7. By entering into this Agreement, the Customer acknowledges that SEPN acts both as agent and facilitator for the on-selling of electricity and gas to the Supply Address.
8. SEPN is not obliged to connect the Customer's Supply Address to the Embedded Network until the Customer:
  - 8.1 Has provided SEPN with a completed and signed Agreement form; and
  - 8.2 Paid any security deposit payable prior to the Customer's connection contemplated by the SEPN Pricing Schedule, subject to the governing law; and
  - 8.3 Provided valid identification.
9. The Customer consents to SEPN:
  - 9.1 Taking all steps necessary to supply electricity and gas to the Customer; and
  - 9.2 Transferring the supply of electricity and gas from the Customer's existing retailer to the Embedded Network.
10. The activities permitted under clauses 9.1 and 9.2 may include but are not limited to:
  - 10.1 Arranging a final meter reading and invoice;
  - 10.2 Changes to the metering installation; and
  - 10.3 The exchange of information with energy industry participants including the Customer's electrical energy usage and Customer details.
11. The Customer has the right to elect to purchase electricity from a licensed retailer of the Customer's choice and the Customer acknowledges that it has been notified of this choice in writing.
12. The Customer will not use or obtain the electricity and gas supplied illegally or fraudulently.

### Fees and Billing

13. If the Customer is the first occupant at the Supply Address, SEPN may require the Customer to pay a connection fee for the Customer's initial connection to the Embedded Network which will appear on the Customer's first invoice.
14. The Customer accepts the responsibility for payment of the connection fee. If the Customer is a tenant of a Supply Address, it is the Customer's responsibility to recover the amount of this fee from the property owner under the Residential Tenancies Act in the relevant state or territory, if applicable.
15. SEPN may charge an account set up fee, priority connection fee and/or meter energisation fee. Any such fees will appear on the Customer's first invoice.
16. The Customer will pay SEPN the energy charges for the supply of electricity to the Supply Address.
17. The rate of gas/water heating charges are set out in the SEPN Pricing Schedule. SEPN may modify the SEPN Pricing Schedule at any time by notice to the Customer and the Customer will be required to pay the fees and charges set out in the amended SEPN Pricing Schedule.
18. SEPN may charge a final meter read fee in relation to the Customer's account and will appear on the Customer's final invoice.
19. SEPN will invoice the Customer using interval data on a quarterly invoice cycle or an estimated invoice based on historical data available at that time, in the absence of actual meter data. The invoice will be payable within 14 calendar days from the date of the invoice.
20. If the Customer is a tenant at the Supply Address and fails to pay an invoice by the due date, SEPN or the Customer's landlord may debit any outstanding amount from the Customer's rental bond or bank guarantee in connection with the Supply Address.
21. The Customer agrees that the price of gas may be adjusted to reflect any tax or fee related to carbon or greenhouse gas emissions or any similar charge.
22. The Customer will be liable for any expense, costs or disbursements incurred by SEPN in recovering any outstanding monies including debt collection agency fees and legal costs.
23. In order to open an account and receive the supply of electricity from SEPN, all residential Customers must provide SEPN with either direct debit or credit card details.
24. If you wish to dispute an invoice, you should first contact the customer service department of SEPN.
25. SEPN may give information about the Customer to any credit reporting agency in order to:
  - 25.1 Obtain a consumer or commercial credit report about the Customer; or
  - 25.2 To allow a credit reporting agency to create or maintain a credit information file containing information about the Customer for the purpose of listing defaults and exchanging information with other credit providers in accordance with the Privacy Act.
26. In the case that the Customer comprises more than one person, each person will be jointly and severally liable under this Agreement.

### Termination

27. This Agreement may be terminated if:
  - 27.1 SEPN gives the Customer at least 30 days' notice that SEPN intends to terminate this Agreement, in which case this Agreement will terminate on the expiration of that notice period;
  - 27.2 The Customer gives SEPN at least 5 days written notice of the date on which the Customer chooses to terminate this Agreement and the Customer provides a forwarding address to which a final invoice may be sent; or
  - 27.3 If the Customer fails to pay an invoice by the due date, SEPN may disconnect supply to the Customer in accordance with the requirements of the relevant governing law. If the Customer's account remains unpaid 7 days following the disconnection, SEPN may terminate this Agreement without further notice.
28. If no forwarding address has been provided to SEPN under clause 27.2, the Customer will be responsible for any charges incurred under this Agreement until such time that the Customer gives that forwarding address to SEPN.
29. Upon moving out if the Customer fails to pay their Final invoice by the due date, SEPN may debit any outstanding amount from the Customer's security deposit in connection with the Supply Address.
30. Any security deposit made will be refunded upon receipt of payment of the Customer's Final Invoice; however, if SEPN has taken reasonable steps to refund the security deposit and been unsuccessful, these funds will be forfeited to SEPN after 60 days.

### Metering

31. The Customer will provide to SEPN unrestricted and safe access to the gas/hot water meter at all times for the purpose of maintenance and repair of the meter and associated equipment. Without limitation to SEPN's rights, if the Customer fails to provide access to the gas/hot water meter at the Supply Address SEPN may issue future invoices as estimated invoices and may disconnect supply.
32. SEPN may enter the Supply Address for the purpose of metering, cabling and meter reading. SEPN may also enter the Supply Address to retrieve or repossess meters, cabling and other associated equipment.
33. All metering equipment remains the sole property of SEPN. The connection of the equipment to the Supply Address in no way operates to make it a fixture or to affect the title of SEPN.
34. The Customer will not undertake any works on, tamper with or in any way alter any meters, cabling or other associated equipment installed at the Supply Address by SEPN.

### Liability

35. To the extent permitted by law, you indemnify, and keep indemnified, SEPN for all claims of any nature and all liability of any nature which arises from the supply, on-selling to and use of electricity to the Customer. This includes but is not limited to:
- 33.1 The failure, quality, continuity or frequency of electricity supply to the Supply Address;
  - 33.2 All claims made by the Customer in relation to disruption of supply of electricity, including claims of loss of revenue;
  - 33.3 All claims made by any third party in relation to disruption of supply; and
  - 33.4 All claims made in respect of damage to the Customer or other person's property.
36. Notwithstanding clause 35, if for any reason SEPN is liable under this Agreement in relation to the supply of electricity being affected, the Customer agrees that SEPN's maximum liability will be the cost of the gas/hot water heating during the period the supply has been affected.
37. SEPN will use reasonable endeavors to remove, overcome or minimise the effects on the Customer and to notify the Customer as soon as possible in the case that SEPN is unable to comply with any obligations under this Agreement due to:
- 37.1 A force majeure event;
  - 37.2 The distributor, generator or gas provider's inability to supply gas; or
  - 37.3 Changes to applicable laws.

**Agents, Contractors, Employees and Representatives**

38. Any reference to SEPN in this Agreement also includes SEPN's agents, contractors, employees and representatives.

**Amendment of Terms and Conditions**

39. SEPN may amend these terms and conditions in accordance with any applicable legislation and industry codes. In the case that the changes are rejected by the Customer, the Customer must contact SEPN to arrange closure of the account and payment of any outstanding balance.