

Energy Retail Contract

between

Hamilton Island Services Pty Ltd
ACN 010 254 234

And

You (the customer)

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PREAMBLE

This contract is about the sale of energy to you as a small customer at your premises. It is our retail contract that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this contract, 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. 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.

Pursuant to section 110 of the National Energy Retail law, the Australian Energy Regulator on 29 January 2018 decided to grant Hamilton Island Services (ACN 010 254 234) an individual exemption from the requirement to hold a retailer authorisation under section 88 of the National Energy Retail law, subject to the conditions in the Individual Exemption. This exemption applies to the sale of electricity to small electricity customers on Hamilton Island and Dent Island, Queensland.

The Individual Exemption for Hamilton Island Services ACN 010 254 234 can be found on the Australian Energy Regulators website - www.aer.gov.au.

More information about this contract and other matters such as our policies are available at <https://www.hamiltonisland.com.au/energy>.

1 THE PARTIES

This contract is between:

Hamilton Island Services Pty Ltd ACN 010 254 234 who sells energy to you at your premises (in this contract referred to as "we", "our" or "us"); and

You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

2 DEFINITIONS AND INTERPRETATION

- a) Terms used in this contract 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 contract.
- b) Where the simplified explanations given at the end of this contract 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 contract sets out the terms and conditions for a standard retail contract for a small customer under Our Individual Exemption approved by the Australian Energy Regulator. We are not subject to all the obligations of an authorised retailer, and you will not receive the same protections as you would if you were purchasing from an authorised retailer.

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 contract.

3.3 Electricity

This standard retail contract applies to electricity.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

This contract starts on the date you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including giving us acceptable identification and your contact details for billing purposes.

4.2 When does this contract end?

a) This contract ends:

- i. if you give us a notice stating you wish to end the contract—subject to paragraph (b), on a date advised by us of which we will give you at least 5 business days' notice; or
- ii. at the conclusion of your lease for, or occupancy of, the premises to which the energy is supplied; or
- iii. if we both agree to a date to end the contract—on the date that is agreed; or
- iv. 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.

a) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract 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.

b) Rights and obligations accrued before the end of this contract continue despite the end of the contract, 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 contract.
- 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 contract ends in accordance with clause 4.2 of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the terms of our Individual Exemption conditions.

b) In return, you agree:

- i. to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and
- ii. to pay the amounts billed by us under this contract; and

iii. to meet your obligations under this contract and the energy laws.

5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your premises. The physical connection of your premises to the distribution system is under separate documentation called the Connection to the HIE Electrical Distribution Network Policy, and can be found on our website.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. 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 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).

6.3 Life support equipment

- a) 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.
- b) You must tell us if the life support equipment is no longer required at the premises.
- c) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:
 - i. at least 30 business days to provide medical confirmation for the premises;
 - ii. general advice that there may be planned or unplanned interruptions to the supply of energy to the premises;
 - iii. at least 4 days business days' notice in writing of any planned interruption to the supply of electricity to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date;
 - iv. information regarding any unplanned interruption as soon as practicable;
 - v. information to assist you to prepare a plan of action in case of an unplanned interruption; and
 - vi. emergency telephone contact numbers.

6.4 Obligations if you are not an owner

- a) If you cannot meet an obligation relating to your premises under this contract 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 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, 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 contract.
- 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 contract are our standing prices. These are determined annually in accordance with the exemption conditions and are available on our website.

Note, we do not impose any charges for the termination of this contract.

8.2 Changes to tariffs and charges

- a) If we vary our prices, we will advise you as soon as practicable, and no later than your next bill.

8.3 GST

- a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract 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 contract 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 (at least once every three month). 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 specified by you.

Historical billing information is available upon request.

9.2 Estimating the energy usage

- a) We will use best endeavours to ensure that the meter for each premises read and used as the basis, or apportioned, for any bill issued.
- b) We cannot rely on an estimation of the meter value at the start of an energy supply arrangement with you, or for the purpose of issuing a final bill to you.
- c) We may base your bill on an estimation of the premises consumption of energy where we are not able to reasonably or reliably base the bill on an actual meter reading.
- d) Where an estimation is used as the basis for your bill, the estimation must be based on:

- i. historical metering data for the premises reasonably available to us, or
 - ii. where this is not available, the average usage of energy by a comparable customer over the corresponding period.
- e) If your bill is based on an estimation, this will be clearly stated on your bill.

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. Otherwise you must pay us in accordance with the individual exemption conditions.

10.2 Issue of reminder notices

If you have not paid your bill by the payment date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

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. A copy of our Customer Hardship Policy is available on our website. – www.hamiltonisland.com.au/energy. Additional protections may be available to you if you are experiencing family violence and please see our website for more details.

11 METERS

- a) You must allow us and our authorised representative 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;
 - ii. calculating or measuring energy supplied or taken at the premises;
 - iii. checking the accuracy of metered consumption at the premises; and
 - iv. replacing meters.
- b) We will use our best endeavours to ensure meter reading is carried out as frequently as is needed to prepare bills and consistently with metering rules.
- c) If we or our representatives seek access to the premises under paragraph (a) we will comply with all relevant requirements under the energy laws. We will use our best endeavours to carry or wear identification and show this upon request.

11A INTERRUPTION

- a) We may arrange planned interruptions to the supply of electricity to your premises where permitted under the energy laws for the purposes of installation, maintenance, repair or replacement of an electricity meter.
- b) We will provide at least 4 days business days' notice in writing of any planned interruption to the supply of electricity to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date.
- c) We will use our best endeavours to explain a planned interruption to the supply of electricity to the premises which was arranged by us.
- d) We will provide you with information regarding any unplanned interruption as soon as practicable.

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, we must inform you within 10 business days of our becoming aware of the overcharge and, if 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.
- e) No interest is payable on the overcharged amount.

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 DISCONNECTION OF SUPPLY

13.1 When can we arrange for disconnection?

Subject to condition 13.4, we must not proceed with disconnection or de-energisation unless the following requirements have been met:

- a) You have requested disconnection; or
- b) Continuity of supply to the premises would be unsafe; or
- c) Your tenancy/residency/agreement has ended and you are vacating the premises; or
- d) You have not paid a bill by the pay-by date or have not adhered to the terms of a payment plan, and:
 - i. Following non-payment by the pay-by date, we have given you a reminder notice requesting payment by a date at least 6 business days from the date of issue of the reminder notice, and, in the case of residential customers, has offered to establish a payment plan with you and have restated the forms of assistance available if the non-payment is due to financial difficulty; and
 - ii. Following non-payment by the date specified in the reminder notice, we have given you a disconnecting warning notice informing you that disconnection may occur if payment of the outstanding bill is not made by a date at least 6 business days from the date of issue of the warning notice; and
 - iii. We have, after issuing the disconnection warning notice, used our best endeavours to contact you in person or by telephone in connection with the failure to pay; and
 - iv. You have, by the date specified in the disconnection warning notice, refused or failed to take any reasonable action towards settling the debt.

13.2 Where you have been disconnected in accordance with condition 13.1(b), we must use best endeavours to notify you in person or by telephone prior to the disconnection, and must arrange for reconnection of the premises as soon as practicable.

13.3 Condition 13.1 and 13.2 do not apply where state tenancy legislation sets out the process and requirements for the disconnection or de-energisation of energy supply by us on the basis that they are a landlord.

13.4 When we must not arrange disconnection

- a) We must not disconnect or de-energise energy supply to your premises where:
 - i. A person residing at the premises requires life support equipment; or
 - ii. An application has been made for assistance to an organisation responsible for rebate, concession or relief available under any government or non-government funded energy

- charge rebate, concession or relief scheme and a decision on the application has not been made; or
- iii. You have made a complaint directly related to the proposed reason for disconnection or de-energisation, to us or another relevant external dispute resolution body and the complaint remains unresolved; or
 - iv. The disconnection or de-energisation would occur on:
 - a business day before 8am or after 3pm; or
 - a Friday or the day before a public holiday; or
 - a weekend or a public holiday; or
 - the days between 20 December and 31 December (inclusive) in any year or
 - during an extreme weather event as set out below.
- b) We consider whether de-energisation or disconnection of a retail customer in the relevant jurisdiction would be prohibited on that day due to extreme weather conditions. Where it is confirmed that the disconnection of a retail customer would be prohibited on that day, we must not disconnect your premises.
 - c) Condition 13.4(a) does not apply where you have requested disconnection, or for reasons of health and safety, or as directed by a relevant authority.
 - d) These conditions do not apply where the energy supply agreement between us and you has been terminated.

14 RECONNECTION AFTER DISCONNECTION

- a) Where we have arranged for the de-energisation or disconnection of your premises and you have, within 10 business days of the disconnection, made a request for re-energisation or reconnection, we must re-energise or reconnect the premises as soon as practicable after:
 - i. If relevant, you rectified the matter that led to the disconnection, and
 - ii. You paid any charges for reconnection, and
 - iii. You agree to a payment plan with us if you have outstanding amounts owed under your energy account.
- b) We must reconnect the premises (or, where required, arrange with the network operator to reconnect the premises) as soon as practicable, and no later than two business days from when the request was made.

15 WRONGFUL AND ILLEGAL USE OF ENERGY

15.1 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
- c) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or
- d) tamper with, or permit tampering with, any meters or associated equipment.

16 NOTICES AND BILLS

- a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- b) A notice or bill sent under this contract 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.

17 PRIVACY ACT NOTICE

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

18 COMPLAINTS AND DISPUTE RESOLUTION

18.1 Complaints

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

Note, our standard complaints and dispute resolution procedures are published on our website – www.hamiltonisland.com.au/energy.

18.2 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 have a right to refer the complaint to the Energy and Water Ombudsman Queensland, Office of Fair Trading or the Queensland Civil and Administrative Tribunal.

19 REBATES, CONCESSIONS AND RELIEF SCHEMES

- 19.1 If you feel you are eligible to apply for a government or non-government rebate, concession or relief scheme, or wish to find out more information on the available rebates, concessions or relief schemes, please refer to our Customer Hardship Policy for further details.

20 APPLICABLE LAW

20.1 The laws of Queensland govern this contract.

21 FORCE MAJEURE

If either party to this contract cannot meet an obligation under this contract 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.

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.

22 GENERAL

22.1 Amending this contract

- a) This contract 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 contract on our website.

22.2 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 contract** means a contract between you and us for the provision of customer connection services, and can be found on our website (www.hamiltonisland.com.au/energy);
- **disconnection** means an action to prevent the flow of energy to the premises, but does not include an interruption;
- **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;
- **energy laws** mean national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;
- **GST** has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth));

22.3 Guidelines

- **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;
- **Rules** means the National Energy Retail Rules made under the National Energy Retail Law;
- **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.

hamiltonisland.com.au/energy

Customer enquiries, faults, outages and feedback

1300 657 844

Emergencies

Dial 000

Postal Address

Hamilton Island Finance

Level 3, 100 Pacific Highway

ST LEONARDS NSW 2065

Helpful resources

- For energy efficiency advice, please visit <http://www.environment.gov.au/energy/efficiency>
- For information on relevant government and non-government rebates, concessions and relief schemes, please visit <https://www.qld.gov.au/community/cost-of-living-support/energy-concessions>