



APEX ENERGY
NETWORKS



Hot Water Supply
Terms and Conditions

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Preamble

Apex Energy Holdings is the supplier of centralised hot water services at your premises. This Contract is about the supply of hot water to you as a customer at your premises.

In addition to this contract, consumer laws contain rights you have about the sale of products and services. We will comply with certain rights in our dealings with you. For example, the Australian Consumer Law ("the ACL") sets out specific rights and obligations about consumer guarantees which cannot be excluded under contract.

If you would like information about this contract, please call **1300 273 969** or visit our website at www.apexenergy.com.au

1 The parties

This contract is between:

- Apex Energy Holdings Pty Ltd who sells hot water to you at your premises (in this contract referred to as "Apex Energy", "we", "our" or "us"); *and*
- You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

2 Interpretation

Where there is an inconsistency between this Contract and ACL, the ACL will prevail to the extent of any inconsistency.

3 When does this contract start?

This contract starts on the date you agree for us to supply you with hot water or on the date that you take supply of hot water at a premises that is already being supplied by us.

4 When does this contract end?

4.1 Subject to clause 4.2, this contract ends:

- a if you give us a notice stating you wish to end the contract—subject to *clause 4.2*, on a date advised by us of which we will give you at least 5 but no more than 20 business days' notice; *or*
- b if we both agree to a date to end the contract—on the date that is agreed; *or*
- c if you start to buy hot water for the premises from us or a different supplier under a contract—on the date that you cease to take supply from us; *or*
- d if a different customer starts to buy hot water for the premises—from the date that customer is responsible for supply of hot water for the premises; *or*
- e if hot water to your premises is disconnected and you have not met the requirements for reconnection—10 business days from the date of disconnection.

4.2 For this contract to end we must conduct a final meter reading and this contract will not end under *clause 4.1* until we have issued you a final bill based on that final meter reading and you have paid any outstanding amount for the sale of hot water.

4.3 Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations you have to pay an amount to us.

5 Vacating your premises

- a If you are vacating your premises, you must provide a notice that includes your forwarding address in addition to a notice under *clause 4.1(a)* of this contract.
- b When we receive a notice under *clause 5(a)*, we must use our best endeavours to arrange for a final 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 hot water charges for the premises until your contract ends in accordance with *clause 4* of this contract.

6 Scope of this contract

6.1 What is covered by this contract?

- a Under this contract we agree to supply hot water to you. We also agree to meet other obligations set out in this contract and to comply with the ACL.
- b In return, you agree:
 - i. to be responsible for charges for hot water supplied to the premises until this contract ends under *clause 4* 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.

6.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the centralised hot water system or any internal plumbing.

7 Your general obligations

7.1 Full information

You must give us any information we reasonably require for the purposes of this contract. This includes your current contact details and your email address. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

7.2 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 hot water 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.

7.3 Obligations if you are not an owner

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.

8 Our liability

- a The quality, pressure and continuity of your hot water supply is subject to a variety of factors that are beyond our control as your supplier, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the hot water distribution system and the acts of other persons.
- 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 hot water, its quality, fitness for purpose or safety, other than those set out in this contract and those set out in ACL.

9 Price for hot water

9.1 What are our tariffs and charges?

- a Our tariffs and charges for the sale of hot water to you under this contract are our standing hot water offer prices. These are published on our website.
- b Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing hot water offer prices.

9.2 Changes to tariffs and charges

- a If we vary our prices we will publish a notice on our website at least 10 business days before it starts. We will also include details with your next bill if the variation affects you.

9.3 Variation of tariff due to change of use

Eligibility criteria for a hot water offer will be set out on our standing hot water offer price documentation. If a change in your use of hot water means you are no longer eligible

for the particular tariff you are on, we may transfer you to a new tariff under our standing hot water offer prices:

- a** if you notify us there has been a change of use—from the date of notification; *or*
- b** if you have not notified us of the change of use—retrospectively from the date the change of use occurred.

9.4 GST

- a** Amounts specified in our 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.

10 Billing

10.1 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 specified by you.

10.2 Calculating the bill

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

- a** the amount of hot water consumed at your premises during the billing cycle (using information obtained from reading your meter or estimated on the basis of your previous consumption); *and*
- b** the amount of fees and charges for any other services provided under this contract during the billing cycle.

10.3 Estimating your hot water usage

- a We may estimate the amount of hot water 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 hot water 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 hot water 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.

10.4 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 hot water consumption.

11 Paying your bill

11.1 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.

11.2 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 give you a further due date for payment which will be not less than 6 business days after we issue the notice.

11.3 Difficulties in paying

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

11.4 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 hot water offer prices published on our website.

12 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 how water supplied or used 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.
- c** If we or our representatives seek access to the premises under *paragraph (a)*, we will:
 - i.** carry or wear official identification; *and*
 - ii.** show the identification if requested.
- d** We may replace your hot water meter at our discretion. If we plan to replace your hot water meter we will give you prior notice.

13 Interruptions

- a** We may interrupt your supply of hot water for maintenance, repair, and other reasons.
- b** We may interrupt your supply of hot water for the installation, maintenance, repair or replacement of your hot water meter.

14 Security Deposits

We may require that you provide a security deposit. The amount of the security deposit will be based on your estimated consumption over a period of up to 6 months. We will keep such a security deposit to be used to offset any amounts owed by you to us. We will refund your security deposit within 20 business days of the end of this Contract if you have no amounts outstanding to us.

15 Disconnection of supply

15.1 When can we arrange for disconnection?

We may arrange for the disconnection of hot water to your premises if:

- a** you do not pay your bill by the pay-by date and 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; *or*
- e** there has been illegal or fraudulent use of hot water at your premises.

15.2 Notice and warning of disconnection

Before disconnecting hot water to your premises 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 hot water at your premises or where there is an emergency or health and safety issue).

16 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 contract 10 business days following disconnection if you do not meet the requirements in *paragraph (a)*.

17 Notices and bills

- a Notices and bills under this contract will be sent in writing and will be sent electronically to your email address if we have your email address.
- 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.
- 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. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

19 Complaints and dispute resolution

If you have a complaint relating to the sale of hot water 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. Our standard complaints and dispute resolution procedures are published on our website.

20 Force Majeure

20.1 Effect of force majeure event

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.

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 state in which your premises is located govern this contract.

22 General

22.1 Our obligations

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

22.2 Amending this contract

This contract may be amended by us publishing a new version of this contract on our website where such amendment does not disadvantage you by reducing the rights you have under this contract.



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