



Terms and Conditions

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Terms and Conditions

These terms and conditions are for the supply of Utilities to the scheme for which you have requested the service. The utilities provided could be one of the following or all:

1. The on-sale of electricity through our Embedded Electricity Network. In addition to these terms and conditions, we hold and exemption to on-sell electricity. The Exempt guidelines, the Energy Laws and other consumer laws also contain rules about the on-sale of electricity, 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 payment methods and arrangements for Customers experiencing payment difficulties or family violence.
2. Supply of heated Water from our centralised hot water plant. This is charge is for the heating of water but may include the cost recovery for the supply of water or the supply of water maybe charged as a separate line item.
3. Gas cook top supply, this is an unmetered service and is charged on a day rate for each day of the year you are an occupier of the scheme.
4. Air Conditioning supply which is the supply of chilled air from a centralised air-conditioning plant.
5. Cold Water Supply, these charges will be a pass-through on charges set by the local water authority at cost.

1. The Parties

This Agreement is between AP2U acting for the Body Corporate for the Scheme at which you have requested the service (in this Agreement referred to as "we", "our" or "us"), who on sells Utilities to you at your premises the customer (in this Agreement referred to as "you" or "your").

2. Definition and Interpretation

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.

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.

Unless otherwise stated:

- a. a reference to this document or another instrument includes any variation or replacement of any of them;
- b. the singular includes the plural and vice versa;
- c. a reference to a statute, ordinance, code, or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments, or replacements of any of them;
- d. a person includes any type of entity, body, or persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator, or successor in law of the person;
- e. the words 'include' or 'including', and any variation of those words must be read as if followed by the words 'without limitation' and so, if an example is given of anything, the scope is not limited to the example; and headings are for convenience only and do not affect the interpretation of This Agreement.

3. Do these Terms and Conditions apply to you

These are our Terms and Conditions

For electricity supply this Agreement applies to Small Customers and Other Customers who receive their electricity through an Embedded Network, classifying the customer as 'Off Market.' If you are a Small Customer, additional regulatory protections apply to you. Whether you are a Small Customer is determined by the Regulatory Requirements.

Application of these Terms and Conditions

These terms and conditions apply to you if:

- a. you are a Residential Customer in Queensland or New South Wales; or
- b. you are a Business Customer who is a Small Customer in Queensland or New South Wales using less than 100 MWh of electricity per year; and
- c. you request us to provide any or all Utility services to you at your premises.

4. What is the Term of this Contract

When does this agreement start.

This Agreement starts on the date you move into the Supply Address, or the lease start date or date of settlement for the premise, whichever is the earliest. (Acceptance Date.)

We will start to sell you Electricity and other Utilities on the Acceptance Date.

When does this agreement end

We can end this Agreement:

- f. 10 Business Days after you have been disconnected, have had a restriction of supply of heated water or cold water, if you do not have a right to be reconnected or the restriction lifted.
- g. where another person starts being supplied at the Supply Address

You can end this Agreement by:

- h. Notifying us that you are moving out by giving us at least 5 Business Days' notice,
- i. requesting us to disconnect your Supply Address. This Agreement will end 5 Business Days after Disconnection.

Vacating your Premise

- a. If you are moving from your Supply Address, you need to give us at least 5 Business Days' notice.
- b. You are required to supply us with a forwarding address so we can send you your final bill. We will arrange for your meter to be read at the time agreed with you (or as soon as is practical if there are access issues at the agreed time). We may estimate your final read if we have read your meter in the last 10 days based on your annual yearly average daily usage.
- c. If you do not tell us that you are moving, or you do not provide access to your meter, you will need to pay us the charges and any other amounts payable under this Agreement for the Supply Address until:
- d. we found out that you have moved, and your meter has been read.
- e. you tell us you are moving, and your meter has been read.
- f. the Utility supply is disconnected; or
- g. the date you or someone else becomes responsible for the Utility supply at the Supply Address under a new Agreement with us.

5. Scope of this Agreement

What is covered in this agreement?

Under this Agreement we agree to on sell you electricity, heated water, and other utilities at your premises. We also agree to meet other obligations set out in this Agreement.

In return, you agree:

- a. to be responsible for charges for all Utilities supplied to the premises until this Agreement ends even if you vacate the premises earlier; and
- b. to pay the amounts billed by us under this Agreement; and
- c. to meet your obligations under this Agreement and the Energy Laws.

Energy Schedule

- a. your Agreement may include a Utility Schedule. Your Utility Schedule will have an anniversary date that aligns with our contractual obligations we have.
- b. as your Utility Schedule is part of your Agreement, it will also end when this Agreement ends.

General Obligations

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. This information will include your license number, date of birth, and may include your place of work, previous address, and secondary contact that we may contact to confirm your person.

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); or

you are aware of any change that materially affects access to your meter(s) or to other equipment involved in providing services at the premises.

Life Support equipment

If a person living or intending to live at your premises requires life support equipment, you must:

- a. register the premises with us so that we can notify the Distributor; and provide Medical Confirmation of the life support equipment for the premises.
- b. Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having life support equipment if Medical Confirmation is not provided to us.
- c. You must tell us if the life support equipment is no longer required at the premises.

If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:

- a. at least 50 Business Days to provide Medical Confirmation for the premises.

- b. general advice that there may be a Distributor Planned Interruption, Retailer Planned Interruption, or unplanned Interruption to the supply of Energy to the premises. at least 4 Business Days' notice in writing of
 - c. any Retailer 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.
 - d. information to assist you to prepare a plan of action in case of an unplanned Interruption, an emergency telephone contact numbers.
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 your premises, which includes any loss or damage you suffer as a result of the defective supply of Energy.

We may from time to time require written confirmation that there is still life support equipment present at your Supply Address in order for you to remain registered.

Obligation if you're 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.

Concession and Rebates

You may be eligible for a concession or rebate (electricity only) on your bill if you are the primary account holder on your electricity account. We facilitate concessions on behalf of the government and the responsible department(s).

We cannot be held responsible for your eligibility, or any changes related to your concessions made by the responsible department(s). We will inform you where we are required to do so and will make any changes automatically when advised by the responsible government department.

For further information about concessions and rebates that may be available, please contact AP2U or the appropriate government department.

Queensland Government Concession Services, Smart Service Queensland GPO Box 10817, Brisbane QLD 4000 Adelaide Street, Brisbane QLD 4000

Phone: 13 QGOV (13 74 68) Interpreter Assistance: 131 450

Website: <https://www.qld.gov.au/community/cost-of-living-support/concessions/energy-concessions>

6. Our Liability

1. The quality and reliability of your electricity supply and the quality, pressure and continuity of your heated water and gas 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 (such as your Distributor), including at the direction of a Relevant Authority.
2. 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 Utilities, its quality, fitness for purpose or safety, other than those set out in this Agreement.

7. Price for Electricity and Utilities

What are our Charges

Our charges for the on sale of Utilities to you under this Agreement are our Prices. These are provided in the welcome pack. If we vary our Prices, it has been done in conjunction with the change in our costs. We will also notify you of any variations to Charges in accordance with Regulatory Requirements, via email or post the same way you have nominated to receive your bill.

8. Billing

General

We will send a bill to you as soon as possible after the end of each Billing Cycle, which is at least quarterly, bi-monthly, or monthly.

We may change the billing frequency in accordance with the relevant laws. We will send the bill to your nominated email address or to you at the postal address nominated by you; or to a person you have authorised in writing (or using your preferred communication method, if you are affected by family violence) to act on our behalf, at the address specified by you.

Calculating the Bill

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

- a. the amount of Electricity used at your premises during the Billing Cycle (using information obtained from reading your meter or otherwise in accordance with the Rules. and or
- b. the amount of heated water used at your premise during the billing cycle using information obtained from reading your meter, and or
- c. daily supply charge for cooker gas for each day you are the account holder, and or
- d. air-conditioning will be calculated on your portion of supplied chilled air from the centralised air conditioning system based on your individual sub-metered usage.

Estimating the Utility Usage

- j. We may estimate the amount of Electricity or heated water used 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.
- k. If we estimate the amount of Electricity or heated water used at your premises to calculate a bill, we must:

- l. clearly state on the bill that it is based on an estimation; and
- m. when your meter is later read, adjust your bill for the difference between the estimate and the Energy actually used.
- n. If the water meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, through our approved payment plan program.
- o. 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.

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. four 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.

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 Utility bills.

9. Paying Your bill

What you have to pay

- a. You must pay to us the amount shown on each bill by the date for payment (the Due Date) on the bill. The Due Date will be no earlier than 13 days from the date on which we issue your bill.
- b. **Supply charges** – fixed daily charges, regardless of how much Electricity or Heated Water you use.
- c. **Electricity usage charges** – charges based on the amount of Electricity you use.
- d. **Disconnection fee**, connection fee and special meter reading fee.
- e. **Metering charges** – any amounts that a Metering Provider charges us for metering-related goods or services provided at your Supply Address and which are not already incorporated into the Supply charges, including but not limited to a Disconnection fee, connection fee, meter work fees and meter reading fees.
- f. **Card payment fee** – a fee for paying by credit card or another payment method where we incur a merchant services fee.
- g. **Late payment fees** – an amount to compensate us for our costs and losses if you pay your bill (or part of your bill) after the Due Date.

- h. **Account establishment fee** – a fee for setting up your account with us for the first time.
- i. **Payment processing fee** – a fee for paying your bill over the counter in person at a third-party organisation or outlet or via Post BillPay.
- j. **Paper bill fee** – a fee for receiving a bill in the mail.
- k. **Exit fee** – if you are a Business Customer, a fee for ending your Schedule (if any) early.
- l. Any fees or additional costs we incur if your payment is dishonoured or reversed.
- m. We may charge an account closure fee.
- n. Any other amounts referred to in this Agreement.
- o. We can vary the amount, nature, and structure of any of the charges at any time by notice to you.

Information relating to fees are outlined in our Standard Fee Schedule

Issue of reminder notice

If you have not paid your bill by the Due 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 days after we issue the notice.

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 (unless you are affected by family violence and the non-payment or illegal use of energy were partly or wholly caused by someone else).
- c. Additional protections may be available to you under our Customer Hardship Policy, our Family Violence Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship or are affected by family violence. A copy of our Customer Hardship Policy and Family Violence Policy is available on our website.

10. Meters

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

- d. You must inform us immediately of any hazards or requirements affecting access to the meter or associated equipment. If you have been responsible for us being unable to read the meter and you later request an actual reading, you may be charged an additional service charge for the read.
- e. 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.
- f. 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:
 - g. your meter is faulty, or sample testing indicates it may become faulty; or
 - h. you have requested or agreed to the replacement of your meter.
- i. If we are unable to access your Supply Address to conduct a final meter read (where applicable) because you have not provided us such safe and unhindered access, this Agreement will not end until we have issued you a final bill and you have paid any outstanding amounts. You will be responsible to pay us for Utilities incurred up until this final reading takes place. If this Agreement ends, we will send you a final bill containing any outstanding payments.
- j. You acknowledge that the meter may be owned by a third party (generally your Body Corporate or Metering Provider) and the title will not pass to you at any time.

11. Undercharging and Overcharging

Undercharging

- a. If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
 - b. we will not charge interest on the undercharged amount; and
 - c. 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.
- d. 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

Overcharging

- a. Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- b. Where you have been overcharged by \$50 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 receiving Utilities 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.

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. However, you may be required to pay for the cost of the check or test if the check or test shows that the meter or metering data was not faulty or incorrect.
- 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.

12. Security Deposits

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.

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.

Use of 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:
- b. if you fail to pay a bill and as a result we arrange for the Disconnection of your premises; or
- c. in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing Utilities from us at your premises or when you request that your premises be disconnected).
- d. If we use your Security Deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 Business Days.

Return of Security Deposit

- a. We must return your Security Deposit and any accrued interest in the following circumstances:
 - i. you complete 1 years' payment (in the case of Residential Customers) or 2 years' payment (in the case of Business Customers) by the Due Dates on our initial bills; or

- ii. you stop purchasing Utilities at the relevant premises under this Agreement.

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.

13. Disconnection or restriction of Supply

When can we arrange for Disconnection or Restriction?

Subject to us satisfying the requirements in the Rules, we may arrange for the Disconnection of your electricity or restriction of your hot water and cold water if:

- a. you do not pay your bill by the Due 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 Electricity or Utilities at your premises in breach of **clause 15** of this Agreement; or
- f. we are otherwise entitled or required to do so under the Rules or by law; or
- g. you ask us to.

Notice and warning of disconnection or restriction

Before disconnecting or restricting 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 endeavors 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 Electricity at your premises or where there is an Emergency or health and safety issue).

When we must not arrange Disconnection or Restriction

- a. Subject to paragraph (b), your premises may not be disconnected and or restricted during the following times ('the protected period'):
 - i. on a Business Day before 8.00am or after 3.00pm; or

- b. on a Friday or the day before a public holiday; or
 - i. on a weekend or a public holiday; or
- ii. on the days between 20 December and 31 December (both inclusive) in any year; or
- iii. during an extreme weather event.
- c. Your premises may be disconnected and or restricted 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 your Customer Connection Contract which deals with interference with Energy equipment; or
 - v. if you request us to arrange Disconnection or restricted 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 restriction; or where the premises are not occupied

14. Reconnection or Removal of Restriction

- a. We must arrange for the reconnection or removal of a restriction device at your premises within 10 Business Days, if:
- b. you ask us to arrange for reconnection or restriction removal of your premises; and
- c. you rectify the matter that led to the Disconnection and or restriction; and
- d. you pay any reconnection charge (if requested).
- e. We may terminate this Agreement 10 Business Days following Disconnection or restriction if you do not meet the requirements in paragraph (a).

15. Wrongful and illegal use of energy

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

- a. illegally use Electricity supplied to your premises; or
- b. interfere or allow interference with any Utility equipment that is at your premises except as may be permitted by law; or
- c. use the Utilities supplied to your premises or any Utility equipment in a manner that:
 - i. unreasonably interferes with the connection or supply of Utilities to another Customer; or
 - ii. causes damage or interference to any third party; or
 - iii. allow Utilities purchased from us to be used otherwise than in accordance with this Agreement and the Rules or

- iv. tamper with, or permit tampering with, any meters or associated equipment.

16. Notice 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.

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 our privacy policy on our website. If you have any questions, you can contact our privacy officer on

info@ap2u.com.au

We collect, use, hold and disclose your personal credit related and confidential information (including metering data) where it is required under the Regulatory Requirements in order to provide you with products and services.

We may disclose this information to:

- a. our agents and contractors (such as data processors and debt collectors);
- b. your Body Corporate management company; and
- c. other Retailers.

18. Complaints and dispute resolution

Complaints

If you have a complaint relating to the supply of Utilities 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 on **complaints@localityenergy.com.au**

Note: Our standard complaints and dispute resolution procedures are published on our website.

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 Ombudsman.

Energy and Water Ombudsman Queensland (EWOQ)

<http://www.ewoq.com.au>

Free call 1800 662 837

19. Retail and Network Exemption

The Body Corporate must operate under the conditions applicable to their retail network.

exemptions as an on seller. Currently the Registrable Classes of Exemption for this site is:

Class R2 - Retail Residential

Details of the conditions can be found on the AER website or through the following links:

Applicable Retail Conditions:

<http://www.aer.gov.au/retail-markets/retail-exemptions/classes-of-retail-exemption-and-applicable-conditions/applicable-conditions-for-exemptionclass-r2>

Applicable Network Conditions:

<https://www.aer.gov.au/networks-pipelines/network-exemptions/classes-of-network-exemption-applicable-conditions>

20. General

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.

GST

Amounts specified in the Prices from time to time and other amounts payable under this Agreement may be stated to be exclusive or inclusive of GST.

21. Forced Majeure

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.

22. Simplified Explanations of Terms

Acceptance Date – is the date you request for the Utility services to be supplied, or if you accept this Agreement over the phone or online.

Agreement – the Agreement terms, these Terms and Conditions.

Basic Meter – a meter which records Energy usage and must be read manually.

Billing Cycle – the regular recurrent period for which you receive a bill from us which may also be referred to as the billing period.

Business Customer – a customer who is not a Residential Customer.

Business Day – a day other than a Saturday, Sunday, or public holiday.

Customer – a person who receives Utility services from us.

Digital Meter – a meter which records Energy usage at pre-determined intervals, has two-way communication capability and can be read remotely. Also referred to as Smart Meter.

Disconnection – an action to prevent the flow of Energy to the premises but does not include an Interruption.

Distributor – the person who operates the system that connects your premises to the distribution network.

Distributor Planned Interruption – an Interruption for:

- the planned maintenance, repair, or augmentation of the transmission system; or
- the planned maintenance, repair, or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a Retailer Planned Interruption); or
- the installation of a new connection or a connection alteration.

Due Date – the date you must pay your bill by which is set out on the bill or such other date as we agree with you.

Embedded Network – scheme owned distribution system to which your Supply Address is connected, also referred to as 'off market.'

Emergency – 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 – electricity.

Energy Laws – national and State and Territory laws and rules relating to Energy and the legal instruments made under those laws and rules.

Feed-in Tariff (FiT) – customers with a solar system

Force Majeure Event – 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 – a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a Customer but does not include Disconnection.

Medical Confirmation – certification from a registered medical practitioner of the requirement for life support equipment at your premises.

Metering Provider – any person who provides services on our or your Distributor's behalf in relation to:

- the meter, including to read, install, inspect, test, repair, maintain, alter, or replace it;
- processing meter data and providing it to us and other third parties who need it in connection with your Energy supply;
- Energy supply, such as Disconnection or reconnection of your Energy supply; and
- the co-ordination of the above

National Energy Retail Law – the Law of that name that is applied by each participating State and Territory.

Regulatory Requirements – all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations, and laws applicable to the sale and supply of Energy to your Supply Address. These include the Competition and Consumer Act 2010 (Cth), the Privacy Act 1988, the National Energy Retail Law, and the National Energy Retail Rules.

Relevant Authority – any person or body who has the power under law to direct us, including the Australian Energy Market Operator (AEMO) and State or Federal Police.

Residential Customer – a person who purchases Energy principally for personal, household, or domestic use at their premises.

Retailer – a person that is authorised to sell Energy to Customers.

Restriction – an action to prevent the flow of heated water to the premises but does not include an Interruption.

Retailer Planned Interruption – an Interruption that:

- is for the purposes of the installation, maintenance, repair, or replacement of your electricity meter; and
- does not involve the Distributor effecting the Interruption; and
- is not an Interruption which has been planned by your Distributor.

Rules – the National Energy Retail Rules made under the National Energy Retail Law.

Security Deposit – an amount of money paid to us as security against non-payment of a bill in accordance with the Rules.

Small Customer

- a Residential Customer; or

- b. a Business Customer who uses Energy at or below a level determined under the National Energy Retail Law.

Solar Credit - customers with a Feed-in Tariff receive this credit for any unused electricity that their solar system sends back to the electricity grid.

Standard Fee Schedule - displays AP2U's fees outlined in clause 10.

Supply Address - the premises specified as the supply address for the Energy supply.

Utilities - Can be a reference all or individually Electricity, Heated water, cold water, Gas Cook Top and Airconditioning supply

23. Standard Fee Schedule

Account Establishment fee	\$27.50
Paper Bill Fee	\$2.75
Late Payment Fee	\$15.00 (GST exempt)
Direct Debt Dishonour Fee	\$8.80
Disconnection Warning Fee	\$16.50
Final Demand /Notice of Intent/Default notice	\$16.50
Small Claims Notice	\$16.50
Small Claims Proceedings	Associated costs applicable
Disconnection	\$110.00
Reconnection	\$110.00
Same Day Reconnection (where possible)	\$175.00
Credit Card Payment Fee	1.1%
Failure to Notify Move out, or Request for special read fee	\$110.00