

2024

Customer Agreement for Hot Water, Unmetered Appliance, and Air Conditioning Services

AUSTRALIAN CAPITAL TERRITORY
NEW SOUTH WALES
QUEENSLAND
SOUTH AUSTRALIA
VICTORIA
WESTERN AUSTRALIA



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1. Overview of this Agreement

Welcome to NeoGrids. This document outlines the terms and conditions between NeoGrids and you, the customer, for the provision of hot water, unmetered appliance and air conditioning Services at your Supply Address. Each Supply Address will be treated as a separate contract if we supply more than one Supply Address.

2. Scope of Agreement

This Agreement is applicable to all customers receiving the Services from us. Additional regulatory protections apply specifically to Metered Gas Services and Unmetered Appliance Services.

3. Commencement and Termination

The Agreement starts the Business Day after the Acceptance Date and remains active until terminated by either party. We will begin supplying Services from the agreed Supply Start Date, which follows the cooling-off period or the date we connect or transfer your Service.

4. Right to Cancel

You have the right to cancel this Agreement within 10 Business Days from either the Acceptance Date or receipt of the Agreement and disclosure statement. Cancellation can be done by contacting us or returning the cancellation notice provided. This is only applicable for Unmetered Appliance Services, except in Western Australia.

5. Security Deposits

We may require a security deposit depending on our assessment of your creditworthiness. Interest on the deposit will be paid to Small Customers as required by applicable Regulatory Requirements. Deposits can be used to cover unpaid bills and will be refunded or credited back to your account if it is no longer needed.

6. Charges and Fees

You are responsible for charges related to the provision and use of Services, including:

- **Hot Water Services:**
 - Usage based charges – fee based on the volume of hot water you use at your Supply Address
 - Usage based cold water recovery charges – fee based on the water that is heated that you use at your Supply Address

- Fixed daily supply charges – fixed daily fee
- **Unmetered Appliance Services** – fixed daily fee
- **Air Conditioning Services:**
 - Usage based charges – fee based on the volume of air conditioning Services you use at your Supply Address
 - Fixed supply charges – fixed daily fee
- **Taxes** – Any taxes (including GST), duties, levies, regulated charges, costs, fees, and other charges we must pay directly or indirectly when supplying the Services to you.

Additional fees may apply for Services like disconnection and reconnection and payment processing. You can find out more about these all of our additional fees at www.neogrids.com.au.

7. Modifications to Charges and Fees

We reserve the right to amend charges. Notifications of such changes will be provided as required by applicable Regulatory Requirements. Otherwise we will notify you of any modifications to fees and charges as soon as practicable, but no later than your next bill after the variation. The notice of variation may be by a message on your bill.

8. Billing and Payments

Invoices will be sent to your chosen address, physical or electronic. Usage charges are based on meter readings or estimates. Invoices will be issued monthly and must be paid in full by the Due Date. We offer various payment methods and assistance for financial hardship. Please notify us as soon as possible if you are experiencing financial hardship and we will assist you by offering a range of payment plans and government support initiatives that you may be eligible for.

10. Invoice Disputes

If you dispute a charge on your bill, you can request us to review it. We will carry out the review following our standard complaints and dispute resolution procedures, which are available at www.neogrids.com.au. While under review, you must still pay the undisputed amounts by the due date.

You may request a meter flow test, to which we can request payment for. Refer to our additional fees at www.neogrids.com.au. This amount will be refunded (or set off against any outstanding amount on your bill) if the meter is found to be faulty.

11. Customer Responsibilities

You must ensure all provided contact details are accurate and updated.

You acknowledge that the meter is owned by us and allow safe and easy access to the meter and meter reading equipment for readings, testing, maintenance and replacement.

You allow only qualified professionals to perform any work in relation to the infrastructure.

You agree to take reasonable steps to minimise any loss or damage you experience in relation to this Agreement

12. Service Supply Entities

We may work with third parties, including Building Owners and Distributors, to deliver the Services.

As your Services provider, we may own and/or operate the following equipment at your Building:

- Hot water metering equipment
- Air conditioning metering equipment
- Centralised Water Heating System

When we refer to connecting your Supply Address, it means we will connect your property address to:

- The Building's Internal Gas Infrastructure for unmetered appliance Services
- The Building's Air Conditioning Infrastructure for air conditioning Services
- The Building's Hot Water Reticulation Infrastructure for hot water Services

These systems and infrastructure are owned, operated and maintained by the Building Owner.

Once connected, your Services depend on:

- Unmetered Appliance Services: the gas being supplied through the gas distribution system to the Building and then through the Internal Gas Infrastructure to your Supply Address. We do not control the physical supply or quality of gas.
- Hot Water Services: the cold water being supplied by the Building Owner to the central water heating system, which then supplies hot water through the

Building's hot water system to your Supply Address. We do not control the physical supply or quality of water.

- Air Conditioning Services: the chilled water or refrigerant being supplied through the Building's Air Conditioning System to your Supply Address, and airflow is produced by your unit's fan coil. We do not control the supply or quality of chilled water or refrigerant or the generation of airflow and are not responsible for maintaining or repairing the fan coil unit.
- VRV Air Conditioning Services: the air conditioning power apportionment system, over which we have no control.
- Chilled Water Air Conditioning Services: air conditioning meters, which we do not control.

The Building Owner and Distributor are responsible for the physical supply, quality, and reliability of gas, chilled water, refrigerant, and hot water. This means we are not responsible for the safety, quality, continuity, reliability, or pressure of these supplies beyond what is stated in this Agreement.

The supply may be affected by factors like accidents, emergencies, weather, vandalism, system demand, technical issues, and actions by the Distributor or Building Owner. Supply interruptions or limitations may occur due to:

- Requirements by the Building Owner, Distributor, or others.
- Maintenance, repairs, or meter replacements.
- Emergencies or safety reasons.
- Equipment failures.
- Inspections, maintenance, or testing.
- Regulatory directives.
- Insufficient supply.

We will inform you of such events. You must cooperate with reasonable requests from the Building Owner or Distributor and allow them to enforce their rights as governed by the applicable Regulatory Requirements for the applicable Service where your Supply Address is located.

13. Disconnection Conditions

If you have given us your current contact details, we will notify you before disconnecting you from a Service. For Unmetered Appliances Services we will also comply with any notice requirements under the Regulatory Requirements (except in Western Australia).

We may disconnect a Service in the following situations, unless not permitted by the applicable Regulatory Requirements where your Supply Address is located:

- if you request disconnection.
- if you fail to pay your bill or other charges by the due date.
- if you refuse to provide a security deposit.
- if you use Services fraudulently or in violation of Regulatory Requirements.
- if you do not agree to a required instalment plan or other payment arrangement.
- if you do not follow the terms of an agreed instalment plan or payment arrangement.

14. Termination of Agreement

We may terminate the Agreement with 6 months written notice.

You can terminate this Agreement for all Services by:

- Requesting us to disconnect all Services at your Supply Address. The Agreement will end Ten (10) Business Days after disconnection.
- Entering into a new agreement with us for all Services at the Supply Address. The Agreement will end when the new agreement begins.
- Moving out of your Supply Address.

You can also terminate this Agreement for a specific Service by requesting disconnection of that Service. The Agreement for that Service will end 10 Business Days after disconnection.

This Agreement will also terminate:

- For a specific Service, 10 Business Days after disconnection if you request it or if you no longer have the right to reconnect that Service.
- For all Services, when another person starts receiving any Services at the Supply Address from us.
- For Unmetered Appliance Services, if we lose the right to sell gas due to a Last Resort Event.
- For air conditioning Services, automatically if the Agreement for hot water Services ends.

If this Agreement ends for one Service but not all, it will remain in effect for the other Services (except for air conditioning Services, which are tied to hot water Services as described above).

15. Post-Termination Procedures

If this Agreement ends but you continue to receive Services from us, we will provide those Services under the same conditions until you sign a new agreement with us, or another party assumes responsibility for the Services under a new agreement. All terms of this Agreement will remain in effect during this period.

After we stop providing Services to you, the clauses regarding privacy, liability, notices, governing law, payments, and charges will still be enforceable. The termination of this Agreement does not affect any rights, obligations, or remedies that you or we have accrued before the Agreement ends.

For Hot Water Services and Air Conditioning Services, we may choose to disconnect and remove the meter at your Supply Address after the Agreement concludes. You must grant us and our authorised representatives safe and easy access to your Supply Address or other relevant locations to perform this task.

16. Moving Premises

Please notify us at least three (3) Business Days before moving. You will need to provide a forwarding address for your final bill. You are responsible for charges up to the date of the move or until we are notified and the meter is read.

17. Amendments to this Agreement

We can amend the contract terms with 20 Business Days' notice and you accept the amended terms by not terminating this Agreement during the period. We may also vary your Agreement by notice to you if we need to do so because changes to Regulatory Requirements require us to do so.

18. Force Majeure Events

Force majeure refers to events beyond control that prevent either party from fulfilling obligations. The affected party must notify the other and attempt to mitigate the impact.

19. Regulatory Compliance

This Agreement incorporates all relevant Regulatory Requirements. In case of inconsistencies, the Regulatory Requirements including those which may be specific to your Services and Supply Address will prevail.

20. Limitation of Liability

Our liability is limited to the extent permitted by law. We are not responsible for losses caused by the Distributor or Building Owner. You indemnify us or any third party we use to deliver Services under this Agreement against losses or damages arising from your breach of this Agreement or negligence.

21. Warranties

Only warranties expressly stated in this Agreement apply, alongside non-excludable rights under Australian Consumer Law.

22. Governing Law

This Agreement is governed by the laws of the state or territory where your Supply Address is located. You submit to the non-exclusive jurisdiction of the courts in that state or territory.

23. Privacy and Credit Information

We comply with all relevant privacy laws regarding your personal information. Our Privacy Policy is available on our website. We collect and use your personal, credit-related, and confidential information to provide Services. This information may be shared with agents, contractors, related companies, and regulatory bodies as required. We may also provide your information to credit providers under the Privacy Act 1988 for the purpose of assessing your credit worthiness and to notify of a default in payment.

24. Marketing Communications

We may send you information about other products and offers. You can opt-out of these communications at any time by notifying us by emailing support@neogrids.com.au.

25. Notices

Notices will be sent to your nominated address or electronically. If no address is provided or contact is not possible, notices will be sent to your Supply Address and you will be deemed to have received it.

26. Customer Service and Complaints

We are committed to providing you with excellent service. For inquiries, complaints or disputes regarding your bill, please contact our customer service team by email support@neogrids.com.au or 03 6316 5000. We will handle your complaint in

accordance with our Complaints Handling Policy which is available at www.neogrids.com.au and we will notify you of our outcome. If you are not satisfied with our response, you have the right to complain to the energy Ombudsman in your State:

- Energy and Water Ombudsman NSW Reply Paid 86550, Sydney South NSW 1234 1800 246 545, complaints@ewon.com.au
- Energy and Water Ombudsman Queensland PO Box 3640 South Brisbane BC Qld 4101, 1800 662 837, complaints@ewoq.com.au
- Energy and Water Ombudsman Victoria Reply Paid 469, Melbourne VIC 8060, 1800 500 509, ewovinfo@ewov.com.au

27. Assignment

You cannot transfer this Agreement without our consent. We may transfer, assign or novate the Agreement or transfer you as a customer to any third party or any of our related bodies corporate without your consent. You will be notified of any such changes.

28. Contact Us

Our Customer Service Team can be contacted on -

Phone: (03) 6316 5000

Email: support@neogrids.com.au

Mail: NeoGrids, Level 19, 180 Lonsdale Street, Melbourne VIC 3000

Interpreter: TIS National - 13 14 50

National Relay Service:

- Speak and Listen number: 1300 555 727
- SMS Relay Number: 0423 677 767

289. Definitions

Key terms used in this Agreement are defined to ensure clarity and understanding.

Agreement means the terms and conditions outlined in this document.

Air Conditioning Infrastructure means the infrastructure within the Building that distributes chilled water or refrigerant and is connected to your Supply Address, excluding any air conditioning metering or power apportionment equipment.

Air Conditioning Meter means a device installed to measure the movement and temperature changes in chilled water provided to your apartment for Chilled Water Air Conditioning Services.

Air Conditioning Power Apportionment System means a system that tracks the usage of VRV Air Conditioning Services and allocates usage among the Supply Addresses in the Building.

Air Conditioning Remote Reading System means a system used to remotely read data from the Air Conditioning Power Apportionment System and the Air Conditioning Meter.

Air Conditioning Services includes the following Services:

- Chilled Water Air Conditioning Services
- VRV Air Conditioning Services
- Unmetered Air Conditioning Services

Each Service involves the processing of chilled water or refrigerant within the Building's Air Conditioning System for cooling purposes. This does not include the supply of natural gas, water, LPG, or electricity, nor the installation, maintenance, or repair of pipes or other equipment that facilitates the supply of chilled water or refrigerant to your Supply Address.

Billing Period means the period for which a bill is issued or may be issued.

Business Day means any day that is not a Saturday, Sunday, or public holiday in the capital city of the state or territory where your Supply Address is located.

Building means the structure where your Supply Address is located.

Building Owner means the proprietor of the Building, which may be an individual, a body corporate, or an Owners Corporation.

Centralised Water Heating System means the systems and equipment installed to generate hot water at your premises, excluding the hot water meter.

Charges means the fees and charges outlined in this Agreement.

Details Section means the document titled Details section provided with these Agreement Terms, which may include a separate Price Sheet.

Distributor means the entity authorized or licensed to supply gas distribution services through the distribution system connected to the Building (excluding the Internal Gas Infrastructure).

Due Date means the date by which you must pay your bill, as indicated on the bill or as agreed upon with us.

Force Majeure means an event outside the control of a party.

Hot Water Services means the heating of water by a Central Water Heating System and the supply, maintenance, and reading of the hot water meter. This does not include the supply of natural gas, water, LPG, or electricity, nor the installation, maintenance, or repair of pipes or other equipment that facilitates the supply of water to and within your Supply Address.

Hot Water Reticulation Infrastructure means the infrastructure within the Building that distributes hot water and is connected to your Supply Address, excluding any hot water metering equipment.

Internal Gas Infrastructure means the infrastructure within the Building that distributes gas and is connected to your Supply Address, excluding any gas metering equipment.

Last Resort Event means an event that triggers the retailer of last resort scheme applicable to us under the Regulatory Requirements.

National Energy Retail Law means the applicable laws:

- Australian Capital Territory: National Energy Retail Law (ACT) Act 2012
- New South Wales: National Energy Retail Law (Adoption) Act 2012 (NSW)
- Queensland: National Energy Retail Law (Queensland) Act 2014
- South Australia: National Energy Retail Law (South Australia) Act 2011

National Energy Retail Rules means the rules established under the National Energy Retail Law.

NeoGrids means to us and any of our Related Bodies Corporate.

Regulatory Requirements encompasses all relevant acts, regulations, codes, procedures, statutory instruments, licenses, proclamations, and laws applicable to the sale and supply of Services to your Supply Address. This includes the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth). For Unmetered Appliance Services, it also includes the:

- New South Wales, Queensland, and South Australia: National Energy Retail Law and National Energy Retail Rules
- Victoria: Gas Industry Act 2001 (Vic) and the Energy Retail Code of Practice.
- Australian Capital Territory: National Energy Retail Law, the National Energy Retail Rules, the Utilities Act 2000 (ACT) and the Consumer Protection Code.

Related Bodies Corporate means as defined in the Corporations Act 2001 (Cth).

Residential Customer means a customer who purchases Services mainly for personal, domestic, or household use.

Security Deposit means an amount of money or other arrangement provided as security against non-payment of a bill.

Services refers to Hot Water Services, Unmetered Appliance Services, and Air Conditioning Services supplied to you at your Supply Address, as detailed in the Details section.

Supply Address means the premises specified as the Supply Address in the Details section.

Supply Start Date means the start date of the supply as set out in the Details section or as otherwise notified to you.

Unmetered Appliance Services means the supply of unmetered gas for use in appliances such as gas cooktops, BBQs and bayonets.

We and **Us** means NeoGrids Pty Ltd.

29. Interpretation

Unless specified otherwise, terms in the singular include the plural and vice versa. References to a person include entities and successors.