

Energy Supply Agreement - Residential



This agreement authorises Locality Planning Energy to manage the supply of your electricity.

POST form : Suite 18 / 13 Norval Court, Maroochydore QLD 4558 or EMAIL SCAN billing@localityenergy.com.au

This is a non binding agreement and will not come into affect until the Body Corporate have finalised assessing suitability. Having this form from all occupants is part of the assessment.

Thank you for your cooperation.

| | |
|--|---|
| 1 CUSTOMER DETAILS Please use block letter to complete this form. | |
| Title | <input type="text"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> |
| First Name | <input type="text"/> Surname <input type="text"/> |
| Drivers License Number | <input type="text"/> State of Issue <input type="text"/> |
| Home Phone | <input type="text"/> Mobile Ph. <input type="text"/> |
| Email | <input type="text"/> |
| Please note your invoices will be emailed to this email address | |
| Do you require electricity for life support reasons? <input type="checkbox"/> No <input type="checkbox"/> Yes Please attach copy of medical certificate | |
| Electricity Supply Commencement Date* <input type="text"/> - <input type="text"/> - <input type="text"/> *When applying for account | |
| 2 SUPPLY ADDRESS DETAILS | |
| Community Name | <input type="text"/> CTS <input type="text"/> |
| Unit/Lot | <input type="text"/> Street Address <input type="text"/> |
| Suburb | <input type="text"/> Postcode <input type="text"/> State <input type="text"/> |
| 3 CONCESSION DETAILS (if applicable) | |
| Please see Clause 20 for consent details. | |
| Commonwealth Issue / Centrelink CRN <input type="text"/> - <input type="text"/> - <input type="text"/> | |
| DVA or Pensioner Concession Card <input type="text"/> Queensland Seniors Card <input type="text"/> | |
| 4 DIRECT DEBIT DETAILS (optional) Setup Direct Debit on this account? <input type="checkbox"/> Yes | |
| I/We authorise Locality Planning Energy Pty Ltd to arrange for funds to be debited from my/our account at the financial institution identified below and as prescribed through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described overleaf. | |
| Name on Card/ Account <input type="text"/> | |
| Please complete either option | |
| Credit Card | Payment from Bank Account |
| <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard Expiry Date <input type="text"/> / <input type="text"/> | Name of Bank <input type="text"/> |
| CC# <input type="text"/> - <input type="text"/> - <input type="text"/> - <input type="text"/> | BSB Number <input type="text"/> - <input type="text"/> |
| | Account Number <input type="text"/> |
| 5 DECLARATION | |
| Print Name <input type="text"/> | |
| <input type="checkbox"/> I have read and accept the Locality Planning Energy Terms and Conditions on Page 2 | |
| Signature <input type="text"/> | Date <input type="text"/> / <input type="text"/> / <input type="text"/> |

For assistance in Completing this form please Call 1800 040 168 - 9am - 4pm Monday to Friday

Terms & Conditions



The purpose of this Agreement is for the sale of electricity and the terms and conditions and other parts of this agreement set out in Our terms on which LPE sells you (the customer) electricity to the supply address.

In these terms and conditions;

Us, We, Our or **LPE** means Locality Planning Energy Pty Ltd (ABN 15 148 958 061) located at Suite 18, 13 Norval Court, Maroochydore QLD 4558.

I, You, Me or **My** means You the person(s) whose details are set out in the Customer Detail section of this form who is seeking to obtain the sale of electricity through the Embedded Network from Us at a Supply Address nominated by You.

The Agreement is made between Us and You and commences on the date on this form or the date We become responsible for the electricity supply for Your Premises under the relevant law. By entering this Agreement You acknowledge, authorise and accept the service terms and conditions. Terms and conditions outside of the Agreement may be implied into the Agreement as a matter of law and nothing in the Agreement should be construed as restricting any such law. This Agreement has no fixed term and ends without attracting early termination fees when written notification is provided in accordance with clause 7 of these Terms & Conditions.

Locality Planning Energy Terms and Conditions

- 1 You acknowledge entering into this Agreement that LPE acts as agent for and as a facilitator for the on-selling of electricity to Your site.
- 2 We will not be under any obligation to connect Your supply address to the Embedded Network until You have provided Us with a completed Agreement form and you acknowledge and agree to it subject by Law, you will be required to pay for supply and services to Your connection contemplated by the Community Pricing Schedule.
- 3 You consent to Locality Planning Energy Pty Ltd, or its representative, taking all steps necessary to provide electrical energy to You and to transfer the sale of Your electricity necessary from Your existing Retailer to the embedded network. This may include but is not limited to arranging a final meter reading and bill, changes to the metering installation and the exchange of information with energy industry participants including Your electrical energy usage and customer details.
- 4 You acknowledge and agree that subject to Law, We may require You to pay a New Connection Fee with this Agreement unless you are the first occupant of a premises on establishment of the embedded network. You accept the responsibility of the New Connection Fee to your Supply Address when this fee is applied.
- 5 You agree to pay to Locality Planning Energy Pty Ltd, or its representative, the energy charges as set out in the LPE Pricing Schedule, for the sale of electrical energy to the site and at the rate notified to You or published by LPE in their most recent Energy Pricing Schedule. LPE may modify Energy Pricing Schedule at any time by notice to You, and You will be required to pay the fees and charges set out in any amended LPE Pricing Schedule.
- 6 You agree and give consent for LPE to bill You using interval or indexed data on a monthly billing cycle or in the absence of actual meter data, LPE will issue an estimated bill based on the historical data available at that time for the fees and charges associated to Your usage at the supply address incurred by You under this Agreement with credit terms of 14 calendar days from the date of the invoice.
- 7 This Agreement will continue unless either 7.1, 7.2, 7.3 occurs;
 - 7.1 We give You at least 30 days notice that We intend to terminate this Agreement, in which case the Agreement will terminate on the expiration of that notice period
 - 7.2 You notify LPE with written notification of at least 3 days notice of the date on which You wish to end this Agreement and provide a forwarding address to which a final bill may be sent. If no notification has been provided to LPE or no forwarding address is provided then You agree that You will be responsible for any charges incurred under this agreement until such time that You give LPE notice.
 - 7.3 You fail to make payment of a bill by the due date, We disconnect You in accordance with the requirements of the local governing Law and Your account remains unpaid 7 days following the disconnection, We may terminate this Agreement without further notice.
- 8 You agree to provide unhindered and safe access to the meter at the supply address at all times to Our agents or contractors so that they may enter Your Premises for the purpose of maintenance, repair of such equipment. Failure to provide access to the meter or control equipment at the supply address can result in continuous estimated bills being issued and resulting in a disconnection under the Energy Retail Code.
- 9 Our contractors may enter Your Premises for the purpose of metering, cabling and meter reading to retrieve and reposes the same and You will not action works on, tamper or in any way alter any meters, wiring or conduits installed in Your Premises by Us or Our Contractors. You agree not to use the electricity to the supply address illegally and must not obtain electricity at the supply address fraudulently or for fraudulent purposes.
- 10 Subject to Law, an account final meter read fee may apply and will appear on Your final invoice.
- 11 You agree that We may give information about You to any credit reporting agency in order to obtain a consumer/commercial credit report about You, or to allow a credit reporting agency to create or maintain a credit information file containing information about You, listing defaults, and exchanging information with other credit providers under Section 18E A (1) and 18(k) of the Privacy Act. Subject to Law, You agree that You shall be liable for any expense and/or costs or disbursements incurred by LPE in recovering any outstanding monies including debt collection agency fees and/or legal costs.
- 12 To the extent permitted by Law You release and indemnify LPE and its representatives, employees and agents, and will keep them indemnified, and hold them harmless against any and all claims of any nature and all liability of any nature which arises from the supply and selling to and use of electricity by You. Including the failure of supply, the quality, continuity or frequency of energy supply to the site and use of electricity by You, including but not limited to from and against all claims of loss of revenue or financial loss in relation to supply or supply disruption, from and against all claims in relation to disruption of supply of electricity and from and against all claims made by any third party in relation to disruption of supply of electricity, from and against all claims made in respect of damage to Your or anyone else's property. If LPE incurs any liability under this agreement, it is acknowledged the maximum liability LPE incurs is the cost of the electricity during any period during which the supply has been affected.
- 13 You acknowledge the ownership of all metering equipment remains the sole property of LPE and hereby grant to LPE a right to enter the site for the purpose of maintenance, repair of such equipment. The connection of the equipment to the site in no way operates to make it a fixture or to affect the title of LPE.
- 14 In the event You wish to dispute a bill or any other matter relating to this Agreement, You should contact the LPE Customer Service department.
- 15 Where more than one person has made this application each of them will be jointly and severally liable under this Agreement.
- 16 You agree that if any tax or fee is imposed which is related to renewable targets or a similar charge that the price of Electricity will be adjusted accordingly to include such tax, fee or similar charge.
- 17 If LPE is unable to comply with any obligations under this Agreement due to a force majeure event or the Distributor or Generator inability to supply energy or changes including applicable laws and the compliance to them results in LPE's obligation to You as a customer being suspended (except the obligation to pay any money owing) or ceasing, LPE will use reasonable endeavours to remove, overcome or minimise the effects and notify You as soon as possible.
- 18 LPE may make changes to these terms and conditions detailed and inform you of any of these changes, If you do not accept any change we make, you must contact LPE to discuss your account. LPE may be required to make any changes in accordance with any applicable legislation and industry codes.
- 19 I authorise Locality Planning Energy to use Centrelink Confirmation eServices to perform a Centrelink/DVA enquiry of my Centrelink or Department of Veterans' Affairs Customer details and concession card status in order to enable locality Planning Energy to determine if I qualify for a concession, rebate or service. The Australian Government Department of Human Services (the department) to provide the results of that enquiry to Locality Planning Energy.
- 20.1 The department will use information I have provided to Locality Planning Energy to confirm my eligibility for any relevant concession, rebates or service and will disclose to Locality Planning Energy personal information including my name, payment and concession card type and status.
- 20.2 This consent, once signed, remains valid while I am a Customer of Locality Planning Energy unless I revoke it by contacting Locality Planning Energy or the department.
- 20.3 I can obtain proof of my circumstances/details from the department and provide it to Locality Planning Energy so that my eligibility for any relevant concession, rebate or service can be determined.
- 20.4 If I withdraw my consent or do not alternatively provide proof of my circumstances/details, I may not be eligible for a concession, rebate or service provided by Locality Planning Energy.

Direct Debit Terms

- 21 I authorise Locality Planning Energy Pty Ltd to arrange for funds to be debited from My account at the financial institution identified and as prescribed through the Bulk Clearing System (BECS).
- 22 I authorise LPE to verify the details of my account with my financial institution and the Financial Institution to release information allowing LPE to verify the account details
- 23 I agree that automatic payments will be for the amount of the electricity bill including any overdue amounts that may exist.
- 24 I agree that automatic payments will occur every month in accordance with the billing period, no less than 7 days after the issue date of that month's billings period.
- 25 I agree to notify LPE of any payment cancellation requests made through the financial institution.
- 26 I agree to provide LPE another payment method when cancelling a direct debit arrangement.