



**oc** energy

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Hot Water & Gas  
Cooktops  
Terms and Conditions

## 1. GENERAL

- (a) The customer authorises OC Energy Pty Ltd ("OC Energy") to act as the supplier of hot water services and, where applicable, gas cooktop services, to the property on the terms and conditions set out in this document.
- Hot Water** services means the heating and metering of water provided by a Central Water Heating System.
- Gas Cooktop** services means a fixed charge for the provision of unmetered gas to a cooktop or other appliance.
- (b) The customer agrees:
- (i) all meters and associated equipment remains the property of OC Energy,
  - (ii) not to interfere with, alter or damage in any way any metering equipment or associated equipment installed by or belonging to OC Energy,
  - (iii) if the account is in the name of by more than one person, then each person will be jointly and severally liable under this agreement.

## 2. FEES AND CHARGES

- (a) The customer agrees to pay to OC Energy the charges for and associated with the heating of hot water at the property and, where applicable, the provision of gas cooktop services ('Charges'). The Charges will be at the relevant rates as set by OC Energy from time to time and as detailed on your bill. The customer acknowledges that these rates may change, and that if they do change, OC Energy will give the customer notice as soon as practicable and, in any event, no later than the customer's next bill.
- (b) 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. OC Energy may charge additional fees for:
- (i) a final meter read where the customer terminates this agreement;
  - (ii) postage and handling fees where the customer requests invoices be sent by post;
  - (iii) payment processing fees where payment is made by credit card; and
  - (iv) any bank, merchant or re-processing fees incurred by OC Energy as a consequence of a declined payment from the customer.
- (c) The customer acknowledges that the details of any charge or fee referred to above can be obtained by contacting OC Energy.
- (d) If any tax, impost, change in law or similar charge is imposed on OC Energy (either directly or indirectly), OC Energy may change the relevant tariff to include such tax, impost or similar charge.
- (e) 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. 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 energy actually used.

- (f) 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.
- (g) 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 (except if the premises are in Victoria). However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (h) 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.

### 3. PAYMENT

- (a) You must pay us the Charges, which may include:
  - (i) the heating component charge for the supply of hot water services, which is based on your consumption of hot water applied at the tariff specified on your bill;
  - (ii) if applicable, a daily charge which covers fixed costs
  - (iii) if applicable, an unmetered supply charge for cooktop gas, which is based on the tariff and the number of days specified on your bill;
  - (iv) a credit card surcharge, which may apply if you choose to pay by credit card or any other payment method where we incur a merchant service fee. The amount of this fee is set out in the payment section of your bill should it apply;
  - (v) a reconnection fee, which applies when we reconnect your hot water services after it has been disconnected.
- (b) The customer must give OC Energy not less than 3 days written notice if the customer wishes to vacate the property. To be valid, the notice must include a forwarding address to which a final bill may be sent. If valid notification has not been given to OC Energy, then the customer agrees that the customer will remain liable for all Charges incurred under this agreement until 3 days after a valid notice is given to OC Energy.
- (c) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (d) The customer shall be liable for any expenses, costs or disbursements incurred by OC Energy in recovering any monies owing to it, including but not limited to debt collection agency fees and legal costs.
- (e) Where the customer is a tenant occupying the property, the customer irrevocably authorises OC Energy and the leasing agent to deduct from the customer's rental bond any amount owing to OC Energy on a final bill issued to the customer.

### 4. PRIVACY

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. The customer authorises OC Energy to

provide information about the customer to credit reporting agencies for the purpose of obtaining a credit report.

## 5. GST

- (a) Tariffs specified from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph 5(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.

## 6. LIABILITY

- (a) The customer agrees that OC Energy, its representatives, employees and agents are not responsible, nor liable for any failure, interruption or fault in the supply of hot water or gas cooktop services to the property.
- (b) To the maximum extent permitted by law, the customer releases OC Energy, its employees, agents and representatives from all claims and all liability whatsoever arising from or related to the supply and use of hot water by the customer, including but not limited to all claims for financial loss, any claim by a third party, and for property damage.
- (c) OC Energy's liability under this Agreement is limited to the maximum extent permitted by section 64A of Schedule 2 to the Competition and Consumer Act 2010 (Cth). To the extent that it is fair and reasonable to do so, OC Energy's liability under this Agreement is limited to the cost of hot water supply for any period during which supply has been affected.

## 7. FORCE MAJEURE

- (a) 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'):
  - (i) 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
  - (ii) 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.
- (b) 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.
- (c) 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.
- (d) Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

## 8. APPLICABLE LAW

This contract will be construed in accordance with and governed by the laws of the State or Territory in which your premises are located.