

**altogether.**

## Thermal Services Agreement



## Introduction

This document sets out the terms of the agreement and other important information services, for the supply of Hot Water Services, Cooker Gas Services and Air Conditioning Services (together, **Thermal Services**) to a Premises.

The person selling Thermal Services is Altogether Group Pty Ltd (**Altogether, we, us**), or to the extent so indicated in your sign-up process, the Body Corporate.

Our website is [www.altogethergroup.com.au](http://www.altogethergroup.com.au).

## Important information

This section provides important information for Customers, including information about what Customers can do if they wish to complain or report an Emergency. This section forms part of the agreement.

**Tariffs and charges:** The tariffs and associated fees and charges for the Thermal Services under this agreement are set out in the schedule of tariffs (Energy Price Fact Sheet) provided at the time of registration for this agreement. This agreement describes how those tariffs, fees and charges can change from time to time.

**Flexible payment options:** Flexible payment options may be available. Customers should contact us for more information.

**Payment difficulties:** Customers unable to pay a bill due to financial difficulty should contact us. This agreement sets out some of the forms of assistance that we may be able to provide.

**Complaints and disputes:** Customers who have a complaint about a matter relating to this agreement should contact us on 1300 803 803 or email us at [contact@altogethergroup.com.au](mailto:contact@altogethergroup.com.au). Our complaints handling procedure is also available at [www.altogethergroup.com.au](http://www.altogethergroup.com.au).

**Emergencies: Evacuate the area immediately surrounding any gas escape without using a vehicle or any device that may create a spark, including a mobile phone. For a major incident, where there is risk to life or property, call 000.**

Call the relevant Emergency number below if:

- you can smell gas
- you can hear gas escaping
- there has been a gas explosion or fire
- you are aware of, or may have caused damage to a gas pipe, Meter or pipeline Please report all damage, no matter how minor.

### Important

- Do not use a naked flame or other ignition source to look for a gas leak
- Do not create sparks by using a vehicle, electronic devices (mobile phones, tablets, cameras, etc.), matches or lighters, or smoking

JURISDICTION	DISTRIBUTOR	EMERGENCY CONTACT
Queensland	Allgas networks	1800 427 532
New South Wales	Jemena	131 909

For gas appliance faults, contact your local gas plumber

**Faults:** For any faults in relation to your Hot Water Services or Air Conditioning Services, please contact your building manager, who will work with us to attempt to resolve the issue.

**Privacy statement:** We collect personal information about Customers. This information may include the Customer's name, contact details (including mailing or street address, email address, telephone number), banking details and any other information necessary to provide our products or services to Customers, including sensitive information.

We may collect personal information about Customers for various purposes, the primary purpose being the supply of Thermal Services to Customers. Other purposes may include the provision of relevant information about the Thermal Services, the conduct of appropriate credit checks, debt collection and informing Customers of any changes to the Thermal Services, as well as of any other products and services that may be of interest to Customers.

We may disclose personal information of Customers on a confidential basis to third parties in the course of delivering the Thermal Services and other related products and services. These parties may include our related entities, third parties that provide products and services to us or other third parties such as credit reporting agencies and debt collecting agencies that assist in carrying out the Thermal Services. We may also disclose personal information of Customers as required or permitted by law.

Please refer to our Privacy Policy available at Altogether's website [www.altogethergroup.com.au/privacy](http://www.altogethergroup.com.au/privacy) for full details as to how personal information may be handled, including how each Customer can request access to and seek correction of the Customer's personal information, and how Customers can complain about a breach of privacy laws.

### Thermal Services Agreement Terms

The following sets out the terms of the agreement for the supply of Thermal Services to the relevant Premises by us, or to the extent so indicated in the sign-up process, the Body Corporate. In relation to the latter service or services, we are a party to this agreement as agent of the Body Corporate.

The Customer is referred to as 'you' or 'your'.

#### 1. The Parties

This agreement is between you, the Customer to whom this agreement applies, and us. We provide Thermal Services to you at your Premises.

#### 2. Definitions and interpretation

- (a) Capitalised terms used in this agreement have the meanings given to them in clause 21.
- (b) Interpretation rules applicable to this agreement are in clause 22.

#### 3. When does this agreement start?

- (a) Subject to paragraph (b), this agreement starts when you have registered with us for this agreement (using the registration process at [www.altogethergroup.com.au](http://www.altogethergroup.com.au)) for the supply of Thermal Services.
- (b) If you take a supply of Thermal Services at your Premises before registering with us, then you agree that this agreement is taken to start in relation to that supply from the commencement of that supply.

#### 4. Scope of this agreement?

##### 4.1 What is covered by this agreement?

- (a) Under this agreement, we agree to:
- (b) supply Thermal Services to your Premises; and
- (c) provide you with Customer Support.
- (d) In return, you agree:
  - (i) to pay fees for Thermal Services supplied to your Premises on the terms set out in this agreement; and
  - (ii) to meet your obligations under this agreement and relevant laws.

##### 4.2 What is not covered by this agreement?

This agreement does not cover:

- (a) the physical connection to your Premises from the system that distributes hot water, cooker gas or air conditioning to your Premises within the Building, or your Premises;
- (b) the installation, maintenance or repair of that connection or pipes or other works which facilitate the supply of hot water, cooker gas or air conditioning to your Premises; or
- (c) the physical connection of the Building to the gas distribution network.

#### 5. Your general obligations

##### 5.1 Full information

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.

##### 5.2 Updating information

You must tell us promptly if any information you have provided changes, including if your billing address changes or if your use of Thermal Services changes (for example, if you start running a business at the Premises).

##### 5.3 Hot water Meters

You must ensure that safe and unhindered access is allowed to the area at your Premises, if any, where the hot water Meter for your Premises is located, for the purposes of reading and maintaining the hot water Meter.

##### 5.4 No cooker gas Meters

You are connected to an embedded gas network and your gas is sold to you on an unmetered basis.

### 5.5 Air conditioning Meters

You must ensure that safe and unhindered access is allowed to the area at your Premises, if any, where the air conditioning Meter for your Premises is located, for the purposes of reading and maintaining the air conditioning Meter.

### 6. Our liability

- (a) You may be entitled to certain rights and remedies under consumer law that cannot be excluded, restricted or modified (**non-excludable protections**). Any term in this agreement that could exclude, restrict or modify our liability to you only applies to the extent that it does not impact your non-excludable protections.
- (b) The quality and reliability of your Thermal Services 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 including at the direction of a Relevant Authority.
- (c) We do not give any condition, warranty or undertaking, or make any representation to you, about the condition, reliability or suitability of the Thermal Services, its quality, fitness for purpose or safety, other than as set out in this agreement.
- (d) To the extent permitted by law, the following limitations, releases and exclusions apply:
  - (i) unless we have acted in bad faith or negligently, we are not liable to you or any other person for any loss or damage suffered as a result of the total or partial failure to supply Thermal Services to your Premises, which includes any loss or damage suffered as a result of the defective supply of Thermal Services;
  - (ii) (we are not liable to you or any other person for any loss or damage suffered as a result of any total or partial failure to supply Thermal Services, unless the failure is due to an act or omission done or made by us or an officer or employee of us in bad faith or through negligence;
  - (iii) we are not liable for any:

- (A) personal injury or death except to the extent caused by our negligence;
  - (B) damage to tangible property except to the extent caused by our negligence; or
  - (C) indirect, economic, special or consequential losses suffered by you or any other person as a result of any partial or total failure to supply Thermal Services due to an act or omission by us or an officer or employee of us done or omitted to be done in bad faith or through negligence;
- (iv) our liability to you arising under or in relation to this agreement, tort (including negligence), statute or otherwise is limited in the aggregate for all claims to the total amount of the annual bills payable by a typical occupier of Premises who purchases Thermal Services, where Premises are not Common Property, as estimated by us acting reasonably; and
  - (v) you release us from and against any liability arising in relation to Thermal Services or this agreement, whether in negligence or otherwise.

### 7. Price for Thermal Services

#### 7.1 What are the tariffs and charges?

The tariffs and charges for the supply of Thermal Services to you under this agreement are provided as part of your registration for this agreement. You agree to pay these tariffs and charges.

#### 7.2 Changes to tariffs and charges

- (a) We may from time to time vary the tariffs and charges payable under this agreement, so long as any such variation is in accordance with any Applicable Law.
- (b) If we vary the tariffs and charges, then we will provide notice to you of the variation as soon as practicable and, in any event, no later than your next bill. The notice may be included in or with your bill.

### 7.3 GST

- (a) The tariffs and charges for the supply of Thermal Services to you under this agreement and other amounts payable under this agreement may be stated to be exclusive or inclusive of GST. Clause 8.6(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this agreement 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.

### 7.4 Credit checks

We may, at our discretion, carry out a credit check of you and use the information to establish your credit rating. In order to carry out a credit check, we may disclose your personal information to a credit reporting agency for the purposes of obtaining credit reports about you relating to your customer credit and commercial credit history. In accordance with Applicable Law, we may report an overdue payment to a credit rating agency.

## 8. Billing

### 8.1 General

We will send a bill to you as soon as possible after the end of each Billing Cycle:

- (a) to you at the address (including any email 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.

### 8.2 Calculating the fees for Hot Water Services

Fees for the Hot Water Services are identified in the schedule of tariffs, which may include the disconnection fee, reconnection fee, card payment fee, late payment fee and any applicable Tax.

### 8.3 Calculating the fees for Cooker Gas Services

Fees for the Cooker Gas Services are identified in the schedule of tariffs and charged as a fixed daily access charge which may include the disconnection fee, reconnection fee, card payment fee, late payment fee and any applicable Tax.

### 8.4 Calculating the fees for Air Conditioning Services

Fees for the Air Conditioning Services are identified in the schedule of tariffs, which may include the disconnection fee, reconnection fee, card payment fee, late payment fee and any applicable Tax.

### 8.5 Usage Fee

The Usage Fee for Hot Water Services and Air Conditioning Services will be measured according to the Meter reading as set out in this agreement or estimation if the Meter cannot be read or is providing inaccurate data.

### 8.6 Daily Supply Charge

Daily Supply Charges will be applied pro-rata for each day the Thermal Services are connected to a Premises or Common Property and may be increased by us to reflect the impact, as reasonably determined by us, of any Increased Costs Event.

### 8.7 Estimating consumption (where applicable)

In the case of Hot Water Services and Air Conditioning Services which are metered:

- (a) we will use our best endeavours to ensure that your Meter is read and used as the basis for the Usage Fee component of any bill issued to you;
- (b) we may estimate the amount of hot water or chilled water for air conditioning consumed at the Premises if your Meter cannot be read, if your metering data is not obtained (for example, if the Meter cannot be accessed or the Meter breaks down or is faulty) or if you otherwise consent;
- (c) if we estimate the amount of hot water or chilled water for air conditioning consumed at the 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 or chilled water for air conditioning actually used.

- (d) 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.
- (e) 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 costs we incur in doing so.

### 8.8 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years, or from the Meter commissioning date if less than 2 years, free of charge. However, we may charge you if we have already given you this information in the previous 12 months or if you require information going back more than 2 years.

### 8.9 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on:

- (a) a 12 monthly estimate of your consumption of Hot Water Services and Air Conditioning Services; plus
- (b) the daily supply charge for Cooker Gas Services.

### 8.10 Capacity in which we bill

- (a) We will bill for Cooker Gas Services as agent for your Body Corporate.
- (b) If we bill for Hot Water Services and Air Conditioning Services as agent of your Body Corporate this will be shown in your bill. If your bill does not show that we are billing you as agent for your Body Corporate, we are billing you in our own capacity.

### 8.11 Multiple Services

If applicable, we may send a bill for multiple services that we provide, to you i.e. in addition to energy services, we may also include charges relating to an Energy Supply Agreement you have with us. Unless otherwise agreed in writing, any part payment received will be applied in the following order:

- (a) if applicable, the oldest electricity service debt;
- (b) if applicable, the oldest water service debt; and

- (c) if applicable, the oldest thermal debt;

Once all the outstanding debt has been paid on the oldest bill, any payment will be allocated on the next oldest bill in the same order as specified from (a) to (c).

## 9. Paying your bill

### 9.1 What you have to pay

Unless we reach another agreement with you, then you must pay to us the amount shown on each bill by the Due Date. The Due Date will be no earlier than 13 Business Days from the date on which we issue your bill.

### 9.2 Issue of Reminder Notices

- (a) If we are unable to deduct payment from your nominated account on 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 Business Days after we issue the Reminder Notice.
- (b) We may (if you are paying by direct debit) seek to direct debit your account on the further date for payment and may also contact you to discuss the situation and attempt to agree how the outstanding amount will be paid.

### 9.3 Difficulties in paying

- (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) If you are a Residential Customer and have told us that you have difficulty paying your bill, we may in our discretion offer you the option of paying your bill under a payment plan.
- (e) Additional protections may be available to you under our Hardship Policy and under any relevant law if you are a Customer experiencing payment difficulties due to hardship. Our Hardship Policy is available at [www.altogethergroup.com.au](http://www.altogethergroup.com.au).



### 9.4 Late payment fee

Unless failure to pay a bill by the Due Date is a result of financial hardship which has been communicated to us, if you have not paid a bill by the Due Date, we may require you to pay a Late Payment Fee as set out in the schedule of tariffs.

### 9.5 Interest on unpaid amounts

If your Premises are disconnected in accordance with clause 12.1 and is not re-connected in accordance with clause 13, we may at our discretion charge you interest on any amounts due and payable under this agreement and not paid, at a rate equivalent to 2% over the then current overdraft rate as published by the Australian and New Zealand Banking Group or such lesser amount determined by us. The interest will accrue on a daily basis commencing on the due date until the amount including interest has been paid.

### 9.6 Applying government rebates or concessions

If you receive a government funded rebate, concession or form of relief for a service that we provide to you (including under this Thermal Services Agreement) Altogether may, where permissible:

- (a) at first instance, apply it to an outstanding Electricity Supply Account, if applicable; and
- (b) subsequently, apply it across (if applicable) an outstanding Thermal Services account.

## 10. Undercharging and overcharging

### 10.1 Undercharging

- (a) If you have been undercharged, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - (i) we will not charge interest on the undercharged amount; and
  - (ii) 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.

- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notified you, unless the undercharge is your fault, or results from your unlawful act or omission.

### 10.2 Overcharging

- (a) Where you have been overcharged, we will inform you of the overcharging within 10 Business Days after becoming aware of the overcharging.
- (b) Where you have been overcharged by less than \$25, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (c) Where you have been overcharged by \$25 or more and you have already paid that amount, we must credit that amount to your next bill. However, if you ask us to refund the amount to you, we will do so.
- (d) If you have stopped buying Thermal Services under this agreement, we will use our best endeavours to pay the overcharged amount to you within 10 Business Days.
- (e) 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 12 months before the date on which the overcharge was discovered.
- (f) In no circumstances will we have to pay you interest on any overcharged amount.

### 10.3 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 requested by you, 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. However, if the Meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment under this agreement 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.

### 11. Agreement end

#### 11.1 When does this agreement end?

This agreement ends (whichever occurs first):

- (a) if you give us a notice stating you wish to end this agreement, then on the date which is 5 Business Days after you give us the notice or such other date agreed between us and you;
- (b) if we and you both agree to a date to end this agreement, on the date that is agreed; or
- (c) at the conclusion of your final payment under this agreement following the conclusion of the lease for, or occupancy of, the Premises to which Thermal Services are supplied under this agreement.

#### 11.2 Vacating your Premises

- (a) If you are vacating your Premises, you must give us at least 5 Business Days notice that you are vacating and provide your forwarding address to us for your final bill.
- (b) When we receive the required notice, we must use our best endeavours to arrange for the reading of your Meter on the date specified in your notice as your vacating date (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) If you vacate the Premises without giving us the required notice, or do not give us any access required to conduct a final Meter read, you will continue to be responsible for charges for Hot Water Services and Air Conditioning Services supplied to the Premises until another arrangement is made for the Premises or the agreement ends in accordance with clause 11.1.
- (d) If you vacate the Premises without giving us a notice, you will continue to be responsible for charges for Cooker Gas Services supplied to the Premises until another arrangement is made for the Premises or the agreement ends in accordance with this clause 11.

### 12. Disconnection of supply

#### 12.1 When can we arrange for disconnection?

Subject to us satisfying the requirements of any Applicable Law, we may arrange for the disconnection of Thermal Services from your Premises if:

- (a) you have requested the disconnection;
- (b) continuity of supply of Thermal Services to your Premises would be unsafe;
- (c) your lease for, or occupancy of, the Premises to which Thermal Services is supplied under this agreement has ended and you are vacating the Premises;
- (d) you do not pay your bill by the Due Date or, if you are a Residential Customer, you have not adhered to the terms of a payment plan (if any), and:
  - (i) following non-payment by the Due Date, we have:
    - (A) given you a Reminder Notice requesting payment by a date at least 6 Business Days from the date of issue of the Reminder Notice;
    - (B) offered you more flexible payment terms to pay any amount outstanding; and
    - (C) re-stated the forms of assistance available if the non-payment is due to financial difficulty;
  - (ii) following non-payment by the date specified in the Reminder Notice, or the establishment of more flexible payment terms, we have given you a disconnection warning notice informing you that disconnection may occur if payment of the outstanding bill is not made by a date at least 6 Business Days from the date of issue of the notice;
  - (iii) we have, after issuing the disconnection warning notice, used our best endeavours to contact you in person or by telephone in connection with the failure to pay; and

- (iv) you have, by the date specified in the disconnection warning notice, refused or failed to take any reasonable action towards settling the debt;
- (e) this agreement has been terminated; or we are otherwise entitled or required to do so under any Applicable Law or otherwise by law.

### 12.2 Notice and warning of disconnection

Before disconnecting your Premises, we must comply with relevant warning notice requirements and other provisions in any Applicable Law. 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 Thermal Services at your Premises or where there is an Emergency or health and safety issue).

### 13. Reconnection after disconnection

- (a) We must arrange 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 agreement 10 Business Days after disconnection if you do not meet the requirements in clause 13(a).

### 14. Wrongful and illegal use of Thermal Services

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

- (a) illegally use Thermal Services supplied to your Premises; or
- (b) interfere or allow interference with any hot water or cooker gas equipment that is within any Building in which your Premises is located except as may be permitted by law; or
- (c) use the Thermal Services supplied to your Premises or any equipment in a manner that:

- (i) unreasonably interferes with the connection or supply of Thermal Services to another Customer; or
- (ii) causes damage or interference to any third party; or
- (d) allow Thermal Services purchased from us to be used otherwise than in accordance with this agreement and any Applicable Law; or
- (e) tamper with, or permit tampering with, any Meters, pipes or associated equipment.

### 15. Notices and bills

- (a) Notices and bills under this agreement must be sent in writing, unless this agreement or any Applicable Law says otherwise.
- (b) A notice or bill sent under this agreement is taken to have been received by you or by us (as relevant):
  - (i) if hand delivered, 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
  - (ii) if sent by pre-paid post, on the date 5 Business Days after the date of posting; or
  - (iii) if sent by email transmission, on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you.
- (d) We may send general communications to you by SMS.

### 16. Privacy Act notice

Altogether will comply with all relevant privacy legislation in relation to your personal information. You can find Altogether's privacy policy on Altogether's website at [www.altogethergroup.com.au](http://www.altogethergroup.com.au).

If you wish to contact us about the handling of your personal information, accessing or correcting your personal information or to make an inquiry or complaint in relation to personal information, please contact Altogether's Privacy Officer by:

**Mail:** PO Box R455, ROYAL EXCHANGE, NSW 1225

Email: [privacy@altogethergroup.com.au](mailto:privacy@altogethergroup.com.au)

Telephone: 1300 803 803

### 17. Complaints and dispute resolution

- (a) If you make a complaint, we must respond to your complaint within the required timeframes set out in Altogether's standard complaints and dispute resolution procedures and we will make reasonable endeavours to resolve the dispute.
- (b) Once we have undertaken Altogether's standard complaints and dispute resolution procedures, we will inform you of the outcome of your complaint and the reasons for our decision.

### 18. Force Majeure

#### 18.1 Effect of Force Majeure Event

If either party to this agreement cannot meet an obligation under this agreement because of an event outside the control of that party (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.

#### 18.2 Deemed prompt notice

If the effects of a Force Majeure Event are widespread, we will be taken to have given you prompt notice if we make the necessary information available by way of a telephone call or SMS as soon as practicable.

#### 18.3 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.

### 18.4 Settlement of industrial disputes

Nothing in clause 18 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.

### 19. Applicable Law

The laws of the state in which the Premises are located govern this agreement.

### 20. General

#### 20.1 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.

#### 20.2 Amending this agreement

- (a) This agreement may be amended by us at our discretion, so long as the amendments are in accordance with any Applicable Law.
- (b) We will notify you of any amendments of this agreement in the next bill issued and will publish the amendments on our website.

### 21. Definitions

**Air Conditioning Services** means the supply of air conditioning to your Premises from the air conditioning system, being the centralised air conditioning plant and equipment located in the Common Property of the Building.

**Altogether** means Altogether Group Pty Ltd ACN 136 272 298.

**Applicable Law** means any legislation, or regulations, orders or instruments issued or made under any legislation, applicable to the supply of Thermal Services under this agreement, including the National Energy Retail Law.

**Building** means the building, resort or other facility in which your Premises are located.

**Billing Cycle** means the regular recurrent period for which you receive a bill from us.

**Body Corporate** means (as applicable) the Building Management Committee, owners corporation or body corporate for your Building.

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in NSW or Queensland, as applicable.

**Common Property** means the common property of the Building.

**Cooker Gas Services** means the supply to your Premises of unmetered natural gas or unmetered liquefied petroleum gas (as applicable) reticulated through the Cooker Gas Reticulation Infrastructure for use in Gas Cookers in your Premises.

**Customer Support** means support provided by us for the supply of Thermal Services, including:

- (a) registration, connection and disconnections;
- (b) entering the Thermal Services Agreement; and
- (c) faults, queries, complaints and dispute resolution.

**Customer** means the occupier of the Premises who purchases Thermal Services from us. This includes Residential Customers and the Body Corporate, and any small business occupiers.

**Daily Supply Charge** means the fee calculated in accordance with clause 8.6.

**Due Date** means the date stated on a bill issued under this agreement for which the bill is due and payable in accordance with clause 9.1.

**Emergency** means 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 hot water, cooker gas or air conditioning distribution system, or that destroys or damages, or threatens to destroy or damage, any property.

**Force Majeure Event** means an event defined as such under this agreement or a third party contract or any event that is outside a party's reasonable control.

**Gas Cookers** means equipment which is owned or operated by a Residential Customer for the purposes of heating food by stove-top gas ring, gas barbeque or gas operated oven, and which is connected to the Reticulation Infrastructure at the Building.

**GST** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Hot Water Services** means the supply of hot water to your Premises from the hot water system, being the centralised hot water plant and equipment located in the Common Property of the Building.

**Increased Costs Event** means any of the following:

- (a) a new Tax is imposed or there is a change in the basis for imposing or calculating any Tax;
- (b) Altogether incurring any liability, cost or reduction in benefit due to or arising from the introduction of, or a change to an Applicable Law or a change to the interpretation or effect of an Applicable Law;
- (c) any event which constitutes a Force Majeure Event under this agreement or a contract between us (or any agent) and a third party; or
- (d) Altogether incurs a liability, cost or reduction in benefit pursuant to a third party contract, in circumstances contemplated by that third party contract relating to:
  - (i) a change in or imposition of new Taxes; or
  - (ii) a change to or introduction of an Applicable Law or a change to the interpretation or effect of an Applicable Law.

**Meter** means the device that measures the quantity of hot water or chilled water for air conditioning (as applicable) passing through it or records the consumption of energy at the central water heating or air conditioning (as applicable) system.

**Premises** means, as applicable, a lot in the Building or the Common Property in the Building.

**Relevant Authority** means any person or body who has the power under law to direct Altogether and/or the Body Corporate.

**Reminder Notice** means a notice issued by us after the Due Date for a bill to remind you that payment is required and which contains the information (if any) required under Applicable Law.

**Residential Customer** means a person who purchases Hot Water Services, Cooker Gas Services or Air Conditioning Services principally for personal, household or domestic use at their Premises.

**Reticulation Infrastructure** means all infrastructure connecting hot water equipment or cooker gas to Premises, excluding Meters.

Tax means:

- (a) a tax, levy, charge, impost, deduction, withholding or duty of any nature (including stamp and transaction duty and GST) at any time imposed or levied by any government agency or required to be remitted to, or collected, withheld or assessed by, any government agency; and
- (b) any related interest, expense, fine, penalty or other charge on those amounts, and includes any amount that a person is required to pay to another person on account of that other person's liability for tax.

**Thermal Services** means Hot Water Services, Cooker Gas Services and Air Conditioning Services, as applicable.

**Usage Fee** means the fee calculated in accordance with clause 8.5 (not applicable to cooker gas).

## 22. Interpretation

In this Contract:

- (a) words or expressions importing the singular include the plural and vice versa, and words or expressions denoting individuals include corporations, firms, unincorporated bodies, government authorities and instrumentalities;
- (b) a provision of this agreement will not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this agreement or the inclusion of the provision in this agreement;
- (c) a reference to this agreement or another document includes that document as amended, varied, novated, supplemented or replaced from time to time;
- (d) a reference to legislation or a provision of legislation includes all regulations, orders or instruments issued under the legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision; and

- (e) references to include and including are to be construed without limitation.