

# Terms and Conditions

## Air Conditioning Services

### **1. About this Agreement**

This Agreement is a contract for the supply of Services to you at your premises managed by us.

This Agreement is between:

**The Embedded Networks Company Pty Ltd** trading as **seene** (ABN 32 119 677 431), who provides the Services to you at your premises (in this Agreement referred to as “we”, “our” or “us”); and

**You**, the customer to whom this Agreement applies (in this Agreement referred to as “you” or “your”).

This Agreement is made up of these Terms and Conditions, your Services Schedule and any other terms and conditions we provided to you before making this Agreement.

If specified in the Services Schedule, we are entering into this agreement as an agent for the person specified as our principal in the Services Schedule, and not on our own behalf.

We are not responsible for:

1. the supply of water or gas under this Agreement; or
2. the installation, maintenance or repair of your Centralised Air Conditioning System, ducts or any other infrastructure that facilitates the supply of conditioned air to your premises

More information about this Agreement is available on our website at [www.seene.com.au](http://www.seene.com.au).

#### **1.1 Application of the Agreement and start date**

This Agreement starts on the date you have registered with us and have accepted these Terms and Conditions electronically (or in any other manner authorised by the energy laws).

#### **1.2 Customer rights and acknowledgments**

This Agreement is also covered by Australian consumer protection laws.

### **2. Term**

#### **2.1 Supply start date**

We will start supplying Services to your premises on or as close as possible to the date requested by you, or otherwise in accordance with the timeframe agreed with us. Usually this will be when you move into the premises.

#### **2.2 Supply end date**

You can cease buying Services from us at any time by providing us with at least 30 days written notice. Usually this will be when you move out of the premises. If you plan to move out of the premises, you must notify us of the proposed date by filling in and submitting a Move- Out application to us. If you terminate this Agreement but are not moving out of the premises, you may be unable to obtain services similar to the Services without the approval of your owners corporation. You should contact your owners corporation to confirm any requirements of obtaining services similar to the Services.

The supply of Services to you under this Agreement will cease on the date you move out as specified in your Move-Out application or on the date specified in your written notice of termination of this Agreement.

If you continue to use the Services after you terminate this Agreement, then the terms of this Agreement will continue to apply.

If another person or entity that also owns or occupies your premises (without you moving out) wishes to take over responsibility for paying bills at your premises, this can also be arranged, through a Move-Out application (even if you are not moving out of the premises). The supply of Services to you under this Agreement will cease (and the supply of Services to the new customer will commence) on the agreed date from which the new customer takes over responsibility.

If your premises are disconnected, and the conditions for reconnection set out in this Agreement have not been met at the end of a

period of 10 business days commencing on the day your premises are disconnected, we may terminate this Agreement and the supply of Services under this Agreement will cease.

### **2.3 Access**

You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of (where relevant):

- (a) reading, testing, maintaining, inspecting or altering any metering installation at the premises;
- (ii) calculating or measuring Services supplied to the premises; and
- (iii) checking the accuracy of metered consumption at the premises; and
- (iv) replacing meters.

## **3. General obligations**

### **3.1 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 to us.

## **4. Charges**

### **4.1 Charges**

The fees applicable to your Services are detailed in your Services Schedule.

We may amend our fees, or introduce new fees, at any time. If we do so, you will be notified of the new or amended fees as soon as practicable, and in any event no later than your next bill.

### **4.2 GST**

All fees specified in the Services Schedule and any additional fees will include goods and services tax (GST) where applicable.

## **5. Billing and Payment**

### **5.1. Calculating usage**

We will calculate usage for each billing period (usually monthly) by reading, or arranging for the reading of, the relevant meters at each supply point. This can occur through a physical inspection of a meter, or by receiving the processed data received from an interval meter.

The fee for Services reflects the usage charge calculated by us plus any applicable fixed charges.

### **5.2. Billing**

For each billing period we will send you the bill electronically. You may request a paper bill and we will charge you the paper billing fee set out in the Services Schedule for each paper bill we send you. We will review a bill if you ask us to do so.

### **5.3 Due date and late payment**

You are required to pay the bill by the due date listed on the bill (which will be at least 13 business days from the date we issue it to you). A late payment fee may apply in the event that you do not pay your bill by the due date. The late payment fee is set out in on our website from time to time.

### **5.4 Payment methods**

Multiple payment methods are available as presented on each bill. If you have agreed to direct debit, then we will debit the amount due on the due date.

### **5.5 Bill Reconciliation**

If we have undercharged you, we may recover the undercharged amount from you. The undercharged amount will appear as a separate item on your next bill.

Where you have been overcharged, and you have already paid the overcharged amount, we will credit that amount to your next bill.

### **5.6 Historical billing information**

You may view your historical billing information via the customer portal on our website. You may also request us to provide 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, or requested historical billing information 4 times in the previous 12 months.

## **6. Customer Service**

### **6.1 Faults and emergencies**

If you experience any service failure, please contact the faults and emergencies contacts displayed on the bill.

### **6.2 Difficulties in paying**

If you have difficulties paying your bill, you should contact us as soon as possible. We'll provide you

with information about payment options.

Depending on the circumstances, we may be able to provide you with a payment plan or other relief or assistance.

Additional protections may be available to you under our Customer Hardship Policy and under the energy laws if you're a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

### **6.3 Complaints**

If you have a complaint or dispute about the Services provided to you, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedure (available from our website), or by calling us on 1300 609 387.

We will respond to the matter within the timeframes outlined in our standard complaints and dispute resolution procedure and provide reasons for the decision and will inform you of the outcome of the complaint or dispute.

If the complaint or dispute relates to the amount billed to you, any undisputed amounts must be paid by the due date on the bill.

### **6.4 Disconnection**

We may arrange for the disconnection of your premises if:

- (a) you request disconnection;
- (b) you don't pay your bill by the pay-by date or you fail to comply with the terms of an agreed payment plan, and fail to rectify the non-payment within 14 days of us providing you with a notice of non-payment;
- (c) continuity of supply to the premises would be unsafe;
- (d) your right to occupy the premises has ended and you are vacating the premises;
- (e) you fail to give us safe and unhindered access to the premises as required by this Agreement; or
- (f) we're otherwise entitled or required to do so under any law.

A disconnection charge may apply where the disconnection is the result of your actions. If you ask us to disconnect you, then we will notify you of the disconnection charge before disconnecting your supply.

### **6.5 Reconnection**

We will organise to reconnect your premises if, within 10 business days of your premises being disconnected:

- (a) you ask us to arrange for reconnection of your premises;
- (b) you rectify the matter that led to the disconnection or have made satisfactory arrangements to rectify it; and
- (c) you pay any reconnection charge (if we ask you to do so).

If you don't meet those requirements within 10 business days of your premises being disconnected, the supply of Services under this Agreement will cease.

### **6.6 Meter tampering**

You must not, and must take reasonable steps to ensure others do not tamper with, or permit tampering with, any meters or associated equipment.

### **7. Privacy**

We'll comply with all relevant privacy legislation in relation to your personal information.

You consent to us using your personal information and sending you information in accordance with our Privacy Policy, as amended from time to time. This may include providing your personal information to energy retailers in order to sell, deliver and market energy to you and for customer analysis purposes. We may also provide you with information on other products and services available to our customers. Personal information is shared within our group of companies and disclosed to other service providers, including credit reporting bureaus, to the extent required to undertake these activities.

You can tell us if you don't consent to the use of such information, or if you don't wish to receive such information, by calling us on 1300 609 387.

You can also find our Privacy Policy on our website. If you have any questions, you can contact our privacy officer: The Privacy Officer, seene, Locked Bag 14060, Melbourne City Mail Centre 8001.

### **8. Events beyond our control**

If an event or a circumstance occurs which is beyond our reasonable control, and prevents us from

complying with any of our obligations under this Agreement, those obligations are suspended to the extent they are affected by the event.

### **9. Liability**

You acknowledge that it is the energy distributor or energy retailer, and not us, that arranges, and is responsible for, the supply and quality of energy to the building or complex. Accordingly, we do not make any representations or warranties, and accept no liability, regarding the reliability or quality of that supply. You agree to release us from and against all claims, costs or expenses of any nature arising in relation to the supply or distribution of energy by the energy retailer or energy distributor.

You acknowledge that the quality and reliability of the Services is subject to a variety of factors beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the system and the acts of other persons, including at the direction of a relevant authority.

We will not be liable for failure to supply the Services if the failure is due to:

- (a) events beyond our control; or
- (b) any loss or damage to equipment which may impact the Services provided except where the loss or damage is caused by us or our authorised representative.

### **10. Amending this Agreement**

We may amend this Agreement to reflect changes to laws, or to make variations that are reasonably necessary to protect our legitimate business interests (including to achieve optimal business efficiency).

You agree to us amending this Agreement by notice. The amendments will take effect following notice to you. If you do not agree to the amendments, then you may terminate this agreement without having to pay an early termination or exit fee (if any would otherwise apply).

### **11. Notices**

We will maintain a customer portal on our website and will primarily communicate with you through that customer portal.

You consent to giving and receiving notices

electronically through the customer portal on our website and by email.

Notices and bills under this Agreement will be sent electronically in writing. A notice or bill sent will be taken to be received by you or us (as relevant) on the date of transmission (unless the sender receives notice that delivery did not occur or is delayed).

### **12. Dictionary**

**Centralised Air Conditioning System** mean the centralised ducted air conditioning system that cools and heats the premises, but does not include the piping, ducts and any other infrastructure that facilitates the transfer of conditioned air to your premises.

**Move-Out application** refers to the application available through the customer portal (or any other means reasonably specified by us) notifying us that you are moving-out of the premises or will no longer be the account-holder for the premises.

**Services** means the control of temperature via a Centralised Air Conditioning System.

**Services Schedule** means the document of that name provided to you at or about the same time as these terms and conditions.