

# Terms and Conditions

## 1. About this agreement

### 1.1 Application of the agreement.

This agreement for the sale of electricity applies between:

- (a) Lendlease (Two Melbourne Quarter) Pty Limited ACN 623 414 971 in its capacity as trustee of the Two Melbourne Quarter Trust (as seller, referred to as "we" or "us"); and
- (b) the person or entity that occupies premises in a building or complex with an embedded network owned by us, and who has given their explicit informed consent to enter into this agreement (referred to as "you" or "your").

### 1.2 Our right to subcontract

You acknowledge that we may contract with a third party to act as our agent to enter into this agreement on our behalf, to administer this agreement on our behalf or to provide other services to us to facilitate the on-selling of electricity to your premises.

### 1.3 Documents comprising the agreement

This agreement for the sale of electricity is comprised of:

- (a) these terms and conditions; and
- (b) your details and the details of your premises.

### 1.4 Customer rights and acknowledgements

We are permitted to sell you electricity (by on-selling electricity bought for the building or complex) but through a process of regulatory exemption rather than as a licensed retailer. Accordingly, we are not subject to the same obligations as a licensed retailer, and therefore you do not receive the same protections as if you were purchasing from a licensed retailer. However, through the regulatory exemption process there are still obligations with which we must comply. In Victoria, we will comply with the applicable exemption conditions imposed by the general exemption order made under the *Electricity Industry Act 2000* (Vic) (see [https://www.energy.vic.gov.au/\\_data/assets/pdf\\_file/0/029/89309/General-Exemption-Order-2017-GG2017S390.pdf](https://www.energy.vic.gov.au/_data/assets/pdf_file/0/029/89309/General-Exemption-Order-2017-GG2017S390.pdf)) and the Australian Energy Regulator (see <https://www.aer.gov.au/networks-pipelines/guidelines-schemes-models->

[reviews/network-service-provider-registration-exemption-guideline-march-2018](#) ).

This agreement is also covered by Australian consumer protection laws.

You have the right to elect to purchase electricity from a licensed electricity retailer of your choice, instead of purchasing electricity from us. Your meter may need to be changed or reconfigured to facilitate this.

## 2. Term

### 2.1 Cooling off period

You have the right to withdraw from this agreement within 10 business days from the date you received written disclosure statement about this agreement, or entered into this agreement. You may exercise your right of withdrawal by informing us of your intention to withdraw orally or in writing. We may charge you the tariffs and charges for your electricity usage up the date of your withdrawal from this contract.

### 2.2 Supply start date

We will start supplying electricity 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.

### 2.3 Supply end date

In addition to your rights under clause 2.1, you can cease buying electricity from us at any time. 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, through filling in and submitting the relevant form. The supply of electricity to you under this agreement will cease once you move out.

You can cease buying electricity from us at any time if you decide to purchase electricity from a licensed electricity retailer of your choice. As indicated above, your meter may need to be changed or reconfigured to facilitate this. In this situation, you will also need to fill in and submit to the relevant form, indicating on the form when you propose to commence purchasing electricity from the electricity retailer. The supply of electricity to you under this agreement will cease once you start receiving electricity from that electricity retailer.

If another person or entity that also owns or occupies your premises (without you moving out), wishes to take over responsibility for paying electricity bills at your premises, this can also be arranged, through completion of the relevant form. The supply of electricity to you under this agreement will cease (and

the supply of electricity to the new customer will commence) on the agreed date from which the new customer takes over responsibility.

If your premises are disconnected in accordance with our rights under this agreement or the law, and the conditions for reconnection have not been met at the end of a period of 10 business days commencing on the day your premises are disconnected, the supply of electricity under this agreement will cease.

### **3. Charges**

#### **3.1 Charges**

The tariffs, charges and fees (collectively, charges) applicable to your electricity supply and sale are detailed in your disclosure statement.

We may amend our charges, or introduce new charges, at any time. If we do so, you will be notified of the new or amended charges as soon as practicable, and in any case, on your next bill.

#### **3.2 GST**

We may increase any charges specified in the disclosure statement expressed as being exclusive of goods and services tax (GST) on account of GST.

### **4. Billing and Payment**

#### **4.1 Calculating usage**

Subject to clause 5.1, we will calculate your bill from your usage for each billing period (usually monthly) from the metering data collected from your smart meter.

#### **4.2 Billing**

For each billing period we will email a bill to you at the email address provided to us. Where you request your bills to be sent by post, we will charge the fee outlined in the disclosure statement.

#### **4.3 Due date and late payment**

You are required to pay the bill by the due date listed on the bill. A late payment fee may apply in the event that you do not pay your bill by the due date.

#### **4.4 Payment methods**

Multiple payment methods are available as detailed on each bill.

#### **4.5 Undercharging and overcharging**

We may recover amounts that we may have undercharged you in accordance with relevant regulatory requirements. We must provide you with a

reimbursement or credit if we have overcharged you in accordance with relevant regulatory requirements.

### **4.6 Reviewing your bill**

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 referred to in clause 5.5.

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:

- (a) the portion of the bill that you do not dispute; or
- (b) an amount equal to the average of your bills in the last 12 months.

### **5. Customer Service**

#### **5.1 Metering for electricity supply services**

We will use our best endeavours to provide a bill based on an actual metering data collected from your smart meter. If we are unable to base a bill on your metering data, we may issue you a bill based on estimated data in accordance with applicable regulatory requirements. Where a bill is based on estimated data:

- (a) this will be displayed on your bill; and
- (b) when your metering data is available, we must adjust your bill for the difference between the estimate and the electricity actually used.

You may request us to check the metering data, or to test the meter if you believe it to be faulty. You will be responsible for the cost of the check or test if the metering data is found to be correct or the meter is found not to be faulty.

#### **5.2 Faults and emergencies**

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

#### **5.3 Difficulties in paying**

If you have difficulties paying your bill, you should contact us as soon as possible.

#### **5.4 Notices and bills**

Notices and bills under this agreement must be sent in writing, unless this agreement or the laws say otherwise.

A notice or bill sent under this agreement is taken to have been received by you or by us (as relevant):

- (a) on the date it is handed to the party, left at your premises (in accordance with the details provided by you) or our offices or the offices of a third party as requested by us (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
- (b) on the date two business days after it is posted; or
- (c) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.

Our contact details for you to contact us or send us a notice are as set out in the disclosure statement, our bill to you, or as notified to you from time to time.

## 5.5 Complaints

If you have a complaint about the electricity supply services provided to you, this will be dealt with in accordance with our complaints and dispute resolution procedures. These are available by contacting us in accordance with the details set out in the disclosure statement.

Where we are unable to resolve the complaint or dispute or you are not satisfied with our response, you may refer the complaint to the Energy and Water Ombudsman of Victoria by telephoning **1800 500 509** or visiting <https://www.ewov.com.au/>, and lodge a complaint or obtain free information and advice.

## 5.6 Disconnection

We may, where permitted by and in accordance with regulatory requirements, 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 we have given any reminders and warning notices and followed procedures under relevant regulatory requirements;
- (c) continuity of supply to the premises would be unsafe;
- (d) your right of occupation of the premises has ended and you are vacating the premises; or

- (e) we're otherwise entitled or required to do so under any law.

This is subject to relevant regulatory requirements, which include prohibitions on disconnection during certain periods or in certain other circumstances.

A disconnection charge may apply.

## 5.7 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; 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 electricity under this agreement will cease.

## 6. Privacy and marketing

We'll comply with applicable privacy legislation in relation to your personal information we collect in providing you with electricity supply and services, and ensure that our contractors do so too.

If you are an individual customer, you agree that we will collect and handle personal information in accordance with our Privacy Policy, as amended from time to time. We use your personal information and disclose it to the organisations described in our Privacy Policy (some of whom may be overseas) to supply and sell and electricity to you, for customer analysis and to comply with our legal obligations. This includes disclosing your personal information to our contractors for the purposes of supplying and selling electricity to you. We may with your consent use and disclose your personal information to market and promote our energy services to you and to tell you about other products and services available to our customers that you may be interested in.

If you change your mind and don't wish to receive such information, you can tell us by following the instructions in our Privacy Policy which you can find on our website at <https://www.lendlease.com/au/privacy/>. Our Privacy Policy also explains how you can make a complaint about our handling of your personal information and how we deal with your complaint. If you have any questions or require a copy of our Privacy Policy, you can contact our privacy officer: Data Protection

Manager, Lendlease, 20 Triton Street, Regent's Place, London NW1 3BF, United Kingdom.

## **7. Events beyond our control**

If an event or if 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.

## **8. Liability**

### **8.1 Trustee – limitation of liability**

- (a) In this clause, "Trustee" means Lendlease (Two Melbourne Quarter ) Pty Limited ACN 623 414 971 in its capacity as trustee for the Two Melbourne Quarter Trust (**Trust**).
- (b) The Trustee enters into this agreement only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this agreement is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of the property of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of this agreement and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.
- (c) The parties, other than the Trustee, may not sue the Trustee in any capacity other than as trustee of the Trust, including the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Trust or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).
- (d) The Trustee does not have to incur any obligation under this agreement unless its liability in respect of that obligation is limited in the same manner as in this clause 8.1.
- (e) The provisions of this clause 8.1 shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the trust deed establishing the Trust or by operation of

law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.

### **8.2 Quality and reliability of supply**

You acknowledge and agree:

- (a) the quality and reliability of your electricity supply 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 (such as our distributor);
- (b) we can interrupt or limit the supply of electricity to your premises in accordance with applicable laws, including at the direction of a relevant authority; and
- (c) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.

### **8.3 You must take precautions**

You must take precautions to minimise the risk of any loss or damage to your equipment, the premises or your business, which may result from poor quality or reliability of your electricity supply.

### **8.4 Our liability**

- (a) The Australian Consumer Law and other laws provide certain conditions, warranties, guarantees and rights that cannot be excluded or limited.
- (b) Unless one of those laws requires it, we give no condition, warranty or undertaking, and we make no representation to you, about the reliability, condition or suitability of electricity, or its quality, fitness for purpose or safety, other than those set out in this agreement.
- (c) Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:
  - (i) providing you equivalent goods or services to those goods or

- services to which that breach relates; or
  - (ii) paying the cost of acquiring goods or services which are equivalent to the goods or services to which that breach relates.
- (d) Subject to clause 8.4(b) and clause 8.4(c), and unless we have acted in bad faith, in breach of contract or negligently, we are not liable to you for any loss or damage you suffer as a result of the total or partial failure to supply electricity to your premises, which includes any loss or damage you suffer as a result of the defective supply of electricity.

## **9. Amending this agreement**

We may amend this agreement to reflect changes to the electricity law, or to the interpretation or application of an electricity law, by notice to you. The amendments will take effect following notice to you.

