

Agreement Terms

Energy Supply - Electricity and Gas

Southern Alpine Resort Management Board – Mount Baw Baw Alpine Resort
 ABN 80 841 224 798

Table of Contents

1.	About this Agreement.....	2
2.	How this Agreement applies to you.....	2
3.	When this Agreement starts and ends	2
4.	The transfer process	2
5.	What you have to pay	2
6.	Changes to the Charges	3
7.	Billing and payment	3
8.	Reviewing your bill.....	4
9.	Your obligations	5
10.	Digital Meters and energy supply interruption.....	5
11.	Your Distributor and energy supply	5
12.	When you could be disconnected.....	6
13.	Ending this Agreement.....	6
14.	What happens when this Agreement ends	7
15.	What happens if you are no longer the Lessee or Licensee at a Supply Address....	7
16.	Changing this Agreement.....	7
17.	Events beyond your or our control	8
18.	How this Agreement works with the Regulatory Requirements.....	8
19.	Liability	8
20.	Warranties and rights	9
21.	What laws apply.....	9
22.	Your privacy and creditworthiness	9
23.	Marketing.....	10
24.	Notices	10
25.	Customer service and complaints.....	10
26.	Assignment or novation	11
27.	Meaning of terms in this Agreement.....	11
28.	Interpretation.....	12
	How to contact us	13
	Customer Details form	14
	Energy Charges.....	15

1. About this Agreement

The Energy Supply – Electricity and Gas Agreement (Agreement) is a retail agreement and covers the sale of electricity and gas to you at your Supply Address. Southern Alpine Resort Management Board (the Board) is the retailer for these products at Mount Baw Baw Alpine Resort (the Resort). The Board is the owner and operator of the electricity generation and distribution network, and owner and operator of the gas distribution network.

2. How this Agreement applies to you

This Agreement applies to all Customers located at the Resort.

3. When this Agreement starts and ends

This Agreement starts on the Acceptance Date and continues until you or the Board end it. For information about how this Agreement can end see clauses 4, 5 and 16.

The Board will start to sell you energy and other products on the Supply Start Date, which will either be:

- the date your Supply Address connects;
- the date your Supply Address transfers to the Board (for more details of the transfer process see clause 5); or
- a date agreed between the Board with you.

4. The transfer process

On 15 May 2020 distribution and retailing of energy services at your Supply Address will transfer from AusNet Services (your current retailer) to the Board. The Board will arrange the transfer of your Supply Address from your current retailer. You agree to us taking all necessary steps to do so. A Customer Details form is to be completed and returned to the Board within 10 business days.

5. What you have to pay

You will pay the Board for all Charges for use and supply of electricity and gas. The following Charges are described as follows.

Amounts for the sale and supply of energy described below:

- **Supply charges** – daily charges, regardless of how much energy you use. These charges are set out in on your bill.
- **Energy usage charges** – charges based on the amount of energy you use. These charges are set out on your bill.
- **Metering charges** – any amounts for metering-related goods or services provided at your Supply Address and which are not already incorporated into the supply charges or energy usage charges, including a disconnection fee, connection fee, meter work fees, meter replacement and meter reading fees.

You can find out more at www.mtbawbaw.com.au/energy

The fees described below. If these fees apply they will be set out on your bill or explained to you before you incur them:

- **Card payment fee** – a fee for paying by Mastercard, Visa or another payment method where the Board incur a merchant services fee.
- **Late payment fee** – an amount to compensate us for our costs and losses if you pay your bill (or part of your bill) after the Due Date.
- **Taxes** – any taxes (including GST), duties, imposts, levies.
- **Paper bill fee** – a fee for receiving a bill posted by mail.

In some circumstances you must also pay the Board other amounts described below:

- Any reasonable costs that the Board incur for arranging network, connection and metering services for you. We will let you know these amounts before we arrange the services.
- If you breach this Agreement, any reasonable costs we incur as a result of that breach, except where those amounts are included in one of the Charges (such as the late payment fee).
- Any fees or additional costs we incur if your payment is dishonoured or reversed.
- Any other amounts referred to in this Agreement.

6. Changes to the Charges

We can vary the amount, nature and structure of any of the Charges at any time by notice to you. For example we may vary the structure of:

- your electricity usage charges from peak only charges to time of use charges; or
- any of the information we used in determining the Charges for energy is incorrect (such as your supply area or meter type); or
- the meter at your Supply Address is changed from an accumulation meter to an interval meter.

We will notify you of any variation as soon as practicable, but no later than your next bill after the variation. The notice of variation may be by a message on your bill.

If the Charges change during a Billing Period then we'll calculate your bill for that period on a proportionate basis and we may use average usage data over a Billing Period (or other period depending on availability of meter data) (**Average data**) to do so.

7. Billing and payment

We will send your bill to the address you choose. This can be an email address or other electronic address (such as on-line via a secure website). If you do not choose an address or we cannot contact you at that address (e.g. your bill is returned to us), we may send the bill to the Supply Address and you will be deemed to have received it.

Your energy usage charges will be based on the amount of energy you use during a Billing Period. That use will be determined in accordance with measuring the amount of energy used by reading the meter at your Supply Address, or by estimating your usage.

If your bill is based on an estimate of your usage and we later have a measurement of your actual usage:

- we will adjust a subsequent bill for the difference between the estimate and your actual usage, except

- if your bill is based on an estimate because you fail to give us access to your meter. In this case we may charge you an additional fee if you ask for a bill based on your actual usage.

The Billing Period will be at least every three (3) months.

If your Supply Address has a Digital Meter, you may choose a Billing Period of one (1) month. We may change the Billing Period by notice to you, for example, if you have a Digital Meter we may change your Billing Period to one (1) month.

You must pay each bill in full by the Due Date or make payments in accordance with a negotiated payment schedule or instalment plan. You can pay your bill by any of the options listed on your bill.

If you cannot pay by the Due Date or are experiencing financial hardship, let us know as soon as possible. We have a range of options that might help. We may also be able to give you information about government support.

If you do not pay by the Due Date (unless you've requested a review of the bill) we may do one or more of the following:

- charge a late payment fee;
- disconnect your energy supply (see clause 15 for more details);
- ask a debt collection agency to obtain the payment from you;
- sell the rights to the unpaid amount to a third party who may seek to collect it from you.

We may also rely on any other rights we have under this Agreement.

We may charge you interest on a late payment to cover the costs or losses we incur as a result of the late payment, but only if we don't charge a late payment fee or we are not fully compensated for our costs and losses through the late payment fee.

8. Reviewing your bill

Please review your bills carefully. If you believe there are any issues with a bill, such as an incorrect discount or meter type, please let us know as soon as you can. Alternatively, if you'd like us to review your bill, just ask – again, be sure to do so as soon as you can. We will let you know the result in accordance with our standard complaints procedures (see clause 30 for more details). While your bill is being reviewed, you will still need to pay any amount we ask you to by the Due Date. You must also pay any future bills by the Due Date.

You can ask to have your meter tested as part of the review. We may ask you to pay the cost of the meter test before we arrange it. If the test finds that the meter or meter data is faulty or incorrect, we will refund any amount you have paid for the test (or set this off against any outstanding amount on your bill). If the test shows the meter or meter data is not faulty or incorrect, you must pay the cost of the meter test.

If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we will correct the bill under review.

If you are undercharged (which includes not being charged), you will have to pay and we can recover all amounts undercharged as long as it is not unreasonable to do so. If the undercharging is because of your fault or unlawful act or omission, in which case we can recover all amounts undercharged and may also charge you interest to cover costs or losses we incur as a result of the undercharging.

9. Your obligations

Title and risk in the energy supplied under this Agreement will pass to you at the point of connection between the distribution system and your Supply Address. You must comply with the Regulatory Requirements that apply to you.

You must make sure:

- your name, Supply Address and contact details (including the address you choose for notices and billing) are correctly set out in the Details section of the bill;
- any other contact details you give us are correct;
- you tell us promptly if you become aware of any change that materially affects access to your meter or other equipment involved in providing the metering services at your Supply Address; and
- you let us know if any information you have given us changes.

You must give us and other relevant people (including our Distributor Provider and Meter Service Provider) safe, convenient and easy access to the Supply Address and the meter at the Supply Address for purposes relevant to the sale and supply of energy, including to:

- read, install, inspect, test, repair, maintain, alter or replace a meter; or
- connect, disconnect or reconnect energy supply at the Supply Address.

You must also:

- take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
- make sure the energy infrastructure at your Supply Address is in good condition and not damaged or interfered with in any way;
- allow only appropriately qualified and accredited people to carry out any work in connection with that energy infrastructure;
- not tamper with or bypass your meter, or allow anyone else to do so; and
- not interfere with, disconnect, displace, remove or replace or damage the meter or the distribution system, or allow anyone else to do so.

You acknowledge that the meter is owned by the Board and title will not pass to you at any time.

10. Digital Meters and energy supply interruption

If you have a basic meter, we may propose to replace your existing meter with a Digital Meter. If we do so, we will give you notice beforehand.

You agree that we may temporarily interrupt the supply of electricity to your Supply Address for the purpose of installation, maintenance, repair or replacement of a Digital Meter. If your electricity supply will be affected, we will give you prior notice of this if it is practicable.

If you have any questions about the energy supply interruption we will respond promptly.

11. Your Distributor and energy supply

We are both an energy distributor and energy retailer. Where we refer to supplying you with energy or connecting your Supply Address, this means we will arrange for our contractor to do so.

As a Distributor it is our responsibility for the physical supply of energy (including the quality and reliability of the energy supplied) and the connection of your Supply Address. This means that:

- we are responsible for the safety, quality, continuity, reliability or pressure of your energy supply; and
- to the extent permitted by law, we make no promises or representations to you about these things, other than those set out in this Agreement.

The quality, continuity, reliability and pressure of your energy supply are subject to a variety of factors. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitation of the distribution system and acts of other persons (such as our contractors).

Accordingly, your energy supply may be interrupted, disconnected, reduced or limited. Some examples of when this may occur include:

- if required by our distribution contractor or another person;
- if required by us, our Meter Service Provider or another person in order to install, maintain, repair or replace a meter;
- in an emergency or for safety reasons;
- due to a failure in the equipment used to supply your energy;
- for inspections, maintenance, or testing;
- at the direction or request of a regulatory body; or
- if there is not enough energy available to supply to you.

We will try to keep you informed if this happens.

You must cooperate with any reasonable requests the Board makes of you, and allow the Board to enforce its rights as an energy provider.

12. When you could be disconnected

If you have given us up to date contact details, we will give you notice before we disconnect you.

We may arrange for disconnection of your energy supply in the following circumstances, unless we're prohibited from doing so under the Regulatory Requirements:

- if you ask us to;
- if you fail to pay any Charges or other amounts on your bill by the Due Date;
- if your meter has not been able to be read for three consecutive meter readings due to a lack of access to the Supply Address;
- if you have used energy at the Supply Address fraudulently, or intentionally used it contrary to energy laws;
- if you have not agreed to an instalment plan or other payment option when we have required you to do so; or
- if you have not paid in accordance with an agreed instalment plan or other payment option.

13. Ending this Agreement

We can end this Agreement by giving you 20 Business Days' notice.

You can end this Agreement by:

- transferring your energy supply at your Supply Address to another retailer.
- This Agreement will end when your Supply Address transfers to the other retailer;

- requesting us to disconnect your Supply Address. This Agreement will end 10 Business Days after disconnection;
- entering into a new agreement with us for the same fuel at the Supply Address. This Agreement will end when the new agreement starts; or

This Agreement will also end:

- 10 Business Days after you've been disconnected, if you don't have a right to be reconnected;
- where another person starts being supplied with energy at the Supply Address with us or with another retailer; or
- if we're no longer entitled to sell energy due to a Last Resort Event.

14. What happens when this Agreement ends

If this Agreement ends and you continue to take supply from us, we will continue to sell you energy on the same terms of this Agreement until you enter into a new agreement with us or someone else becomes responsible for the energy supply at your Supply Address under a new energy agreement with us, and all of the provisions of this Agreement will survive this Agreement ending for this purpose.

After you enter into a new agreement with us or someone else becomes responsible for the energy supply at your Supply Address under a new agreement with us, the provisions of this Agreement about privacy, liability, notices, governing law, payment and Charges will survive this Agreement ending. This Agreement ending will not prejudice any rights, obligations or remedies that you or we have that accrued before the Agreement ends.

15. What happens if you are no longer the Lessee or Licensee at a Supply Address

If you are no longer going to be the Lessee or Licensee at your Supply Address, you need to give us at least three Business Days' notice. You'll also need to give us an address where we can send your final bill. We will arrange for your meter to be read at the time agreed with you (or as soon as possible after if your meter cannot be accessed then).

If you cease to be a Lessee or Licensee this Agreement will end from the date you do so.

You will need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until the later of the date you move or three (3) Business Days from the date you notify us that you are ceasing to be a Lessee or Licensee.

If you do not tell us that you are no longer a Lessee or Licensee or you do not provide access to your meter, you will need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until:

- we find out that you have vacated the property and your meter has been read;
- you tell us you are no longer a Lessee or Licensee and your meter is read;
- the energy supply is disconnected or transferred to another retailer; or
- the date you or someone else becomes responsible for the energy supply at the Supply Address under a new agreement with us.

16. Changing this Agreement

We can vary this Agreement where:

- we give you twenty (20) Business Days' notice of the variation; and
- you accept the change by not terminating the Agreement during that period.

We may also vary this Agreement by notice to you if we need to so because the Regulatory Requirements change.

See clause 30 for details of how we'll give you notice.

17. Events beyond your or our control

In this Agreement, Force Majeure means, for an Impacted Person, any event or circumstance occurring after the Acceptance Date that:

- is not within the reasonable control of the Impacted Person;
- could not be prevented, overcome or remedied by the exercise of reasonable effort by the Impacted Person; and
- results in the Impacted Person being unable to meet or perform its obligation under this Agreement.

Notwithstanding the paragraph above, the failure or inability of the Impacted Person to pay any amount due and payable under this Agreement does not constitute Force Majeure.

The Impacted Person will be excused for not meeting or performing its obligations during the time and to the extent that Force Majeure prevents it from doing so (other than an obligation to pay money).

The Impacted Person must:

- try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- give the other person prompt notice, including any information required by the Regulatory Requirements.

If the effects of such an event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service. We'll try to do this within 30 minutes of becoming aware of the event or otherwise as soon as practicable.

18. How this Agreement works with the Regulatory Requirements

If any matter that is required to be included in this Agreement by a Regulatory Requirement is not expressly dealt with in this Agreement, the Regulatory Requirement is incorporated as if it were a term of this Agreement.

If there is any inconsistency between this Agreement and a Regulatory Requirement, then this Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that it must prevail.

19. Liability

Subject to the Regulatory Requirements:

- we are not liable to you for any loss or damage in connection with or arising out of this Agreement, except to the extent that we cause that damage or loss because we breach this Agreement;
- you are not liable to us for Excluded Loss;

- we're not liable to you for any loss or damage in connection with or arising out of any act or omission by us as a Distributor;
- you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence;
- you indemnify us and any third party against any liability in connection with or arising out of the use of energy supplied under this Agreement after ownership passes to you; and
- you indemnify us against any liability we incur or suffer (including Excluded Loss) in connection with or arising from any act or omission by you.

Nothing in this clause 19 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.

This Agreement does not vary or exclude the operation of:

- sections 119 and 120 of the National Electricity Law;
- sections 232 or 233 of the Gas Industry Act 2001 (Vic) or section 33 of the Gas Safety Act 1997 (Vic); or
- section 316 of the National Energy Retail Law.

20. Warranties and rights

To the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement. However, you have non-excludable rights under the Australian Consumer Law.

If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

21. What laws apply

The laws of the state of Victoria apply to this Agreement.

22. Your privacy and creditworthiness

We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) where it is required under the Regulatory Requirements and in order to provide you with energy and other products and services. We may disclose this information to:

- our agents and contractors (such as mail houses, data processors and debt collectors);

for these purposes and more broadly in connection with this Agreement. We may disclose this information to our Related Entities for any reason.

We may also collect sensitive information about you or third parties (for example if you notify us that life support equipment is used at your Supply Address).

If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).

We may also disclose your information to and collect your information from, information matching providers, for example to verify the information you've provided to us and confirm your identity.

If you provide us with personal information about another person (such as an office bearer), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement.

Our credit reporting statement (which is our credit reporting policy) explains:

- how we determine your creditworthiness by doing a credit assessment of you;
- how we disclose credit information and when we disclose it to third parties including credit reporting bodies;
- how our disclosure may affect your creditworthiness; and
- how to access, correct or complain about our treatment of your credit information.

Our detailed privacy and credit reporting statements are available at www.mtbawbaw.com.au/terms-and-conditions

23. Marketing

From time to time we and our Related Entities will let you know about other products and offers, even after this Agreement ends. If at any time you decide you do not want to receive these offers, please let us know. We'll keep providing you with these offers until you tell us otherwise.

24. Notices

We will give you notice in writing:

- personally;
- by post, addressed to the address you nominate. We will consider that you have received the notice on the second Business Day after we post it;
- by email if you have provided us with an email address. We will consider that you have received the email the day after we send it to the email address you provided;
- by a message on your bill; or
- by sending you an electronic message (e.g. email or SMS) letting you know that we are making a change or notifying you about something to do with your account and where you can find details of it (e.g. our website). We will only do this if it is reasonable in the circumstances.

If you do not choose an address for notices or we can't contact you at that address (e.g. the notice is returned to us), we may send the notice to the Supply Address and you'll be deemed to have received it.

25. Customer service and complaints

If you have an enquiry, complaint or dispute, including in relation to your bill or any marketing activity, please contact us. We will handle your complaint and let you know the outcome of it, in accordance with our standard complaints and dispute resolution procedures which you can find at www.mtbawbaw.com.au. You can also ask us to send you a copy.

We will acknowledge your complaint immediately or as soon as practicable, and respond to it within twenty (20) Business Days.

If you are not satisfied with the way your complaint has been resolved you may be entitled to contact the energy ombudsman.

26. Assignment or novation

You may not assign, transfer or novate this Agreement.

You agree we may:

- assign, transfer or novate this Agreement; and/or
- transfer you as a customer,

to any third party, any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party. You will be notified of any assignment, transfer or novation.

27. Meaning of terms in this Agreement

Acceptance Date means the date specified in the Customer Details section, or if no date is specified, the date you sign the Details section or you accept this Agreement over the phone or on-line.

Agreement means the Details section and the Agreement Terms.

Agreement Terms means the terms and conditions in this document.

Billing Period means any period for which a bill is or may be issued.

Business Day means a day that is not a Saturday, Sunday or public holiday in the state of Victoria.

Charges means the charges and fees described or set out in this Agreement.

Customer means a Lessee or Licensee who purchases energy predominantly for personal, domestic, household or business use.

Customer Details section means the document entitled Customer Details form provided to you with these Agreement Terms, which may include a separate Price Sheet.

Digital Meter means a meter which records electricity consumption at pre-determined intervals, has two-way communication capability and can be read remotely.

Distributor means SARMB, being the entity that owns and operates the distribution services through the distribution system to which your supply address is connected.

Due Date means the date you must pay your bill by which is set out on the bill or such other date as we agree with you.

Energy means electricity or gas, as appropriate.

Excluded Loss means:

- loss of profit, revenue or anticipated savings;
- loss or denial of opportunity;
- loss of access to markets;
- damage to credit rating or goodwill;
- financing costs;
- special, incidental or punitive damages; or

- any loss or damage arising from special circumstances that are outside the ordinary course of things, however arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence).

Force Majeure has the meaning given in clause 17.

Impacted Person means us or you (as the case may be), where we or you are prevented from performing an obligation under this Agreement by Force Majeure.

Last Resort Event means an event or circumstance that triggers the operation of the retailer of last resort scheme in relation to us under the Regulatory Requirements.

Lessee means the named lessee of a Crown or other Lease granted by SARMB under the Crown Lands (Reserves) Act 1978 with a right to occupy land at the Mt Baw Baw Alpine Resort.

Licensee means the named licensee of a License granted by SARMB under the Crown Lands (Reserves) Act 1978 with a right to occupy land at the Mt Baw Baw Alpine Resort.

Meter Service Provider means any person who provides services on our behalf in relation to:

- the meter, including to read, install, inspect, test, repair, maintain, alter or replace it;
- processing meter data and providing it to us and other third parties who need it in connection with your energy supply;
- energy supply, such as disconnection or reconnection of your energy supply; and
- the co-ordination of the above.

SARMB means Southern Alpine Resort Management Board ABN 80 841 224 798 and any of its Related Entities.

Price Sheet means a document that sets out the usage and supply Charges and most other Charges.

Regulatory Requirements means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of energy to your Supply Address. These include the *Competition and Consumer Act 2010* (Cth) and the *Privacy Act 1988* (Cth) and in:

- *Victoria: the Electricity Industry Act 2000* (Vic), the *Gas Industry Act 2001* (Vic) and the Energy Retail Code.

Related Bodies Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Related Entity means any entity:

- which is a SARMB entity;
- in which SARMB has an interest, such as a joint venture; or
- with whom SARMB has a commercial relationship.

28. Interpretation

Unless otherwise stated:

- a reference to this document or another instrument includes any variation or replacement of any of them;

- the singular includes the plural and vice versa;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- the words 'include' or 'including' and any variation of those words must be read as if followed by the words 'without limitation' and so, if an example is given of anything, the scope is not limited to the example; and
- headings are for convenience only and do not affect the interpretation of this Agreement.

How to contact us

Web www.mtbawbaw.com.au

Energy and account enquiries **(03) 5165 1136**

Email energy@mtbawbaw.com.au

After Hours Emergencies 0407 562 020

Postal Address:

PO Box 117, Rawson VIC 3825

For more information visit mtbawbaw.com.au/energy or call **(03) 5165 1136**

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Energy Supply Agreement Customer Details form (Complete all fields)

Supply Address	
No. and street name	
	Mt Baw Baw Village
Site Number	
Property name	

Electricity Supply	Yes / No <small>(complete by circling option)</small>
Electricity Meter number/s (if known)	
Gas Supply	Yes / No <small>(complete by circling option)</small>
Electricity Meter number/s (if known)	

Acceptance Date	15 May 2020
Supply Start Date	15 May 2020

Customer Name / Organisation	
Customer ABN	
Billing Method	Mail / Email <small>(select preferred method)</small>
Billing Address	
Billing Email	

Contact Person	
Position	
Contact Number	
Contact Email	

Customer declaration. By signing this Customer Details form you agree:

- That you have read and understand the electricity and gas supply agreement terms and conditions;
- That you are an authorised signatory of the named organisation;
- That you enter into an agreement with the Board for the sale of electricity and gas;
- To having received the energy charges (price sheet) and understand the payment terms;
- To the Board being able to vary the terms and conditions and also the nature, amount and structure of your Charges by notice.

Name	
Position	
Organisation	
Signature	
Date	

Return the completed Customer Details Form to energy@mtbawbaw.com.au

Energy Charges (Price Sheet)

Effective from 15 May 2020, unless varied in accordance with the SARMB electricity and gas supply agreement terms and conditions.

Fee / Charge Name	Charge (excluding GST)	Rate
Supply Charge	\$0.00	per day
Electricity Usage	\$0.9150	per kWh
Gas Usage	\$0.7677	per litre
Metering Charge	\$48.00	per meter per quarter
Credit Card Fee	2.00%	of the amount charged
Late Payment Fee	\$50.00	per bill
Paper Bill Fee	\$15.00	per issue
Dishonour Fee	\$25.00	per dishonour