

Service Contract

Terms and Conditions

Pooled Energy Pty Ltd
ABN 31 163 873 078



Important Notice to the Consumer

You have the right to cancel this agreement within 10 business days including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

Should you wish to cancel this agreement please use the form provided on the last page of this contract or contact us on 1300 364 703 or via email info@pooledenergy.com.au

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1. Preamble

This Contract is a market retail contract for the sale of bundled electricity and pool automation subscription to you at your premises. You are only eligible to sign this Contract if you are an owner, lessee or authorised operator of a premises with a swimming pool.

This Contract is made up of:

- (a) The Contract Terms and Conditions contained herein;
- (b) Your Electricity and Pool Automation Subscription Details which are summarised on the Electricity and Pool Automation Subscription Contract that you sign to activate this Contract; and
- (c) The Energy and Pool Automation Price Fact Sheet which details applicable prices and charges for your electricity supply and pool automation at the time you signed this contract, all collectively referred to as “this Contract” or “Contract”.

In addition to this Contract, National and State energy laws and other consumer laws also contain rules about the sale of electricity and the provision, installation and maintenance of meters. Pooled Energy will comply with these rules in its dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules (“the Rules”) set out specific rights and obligations about arrangements for customers experiencing payment difficulties.

This contract does not cover the physical connection of your premises to the electricity distribution system, including the maintenance of that connection and the supply of energy to your premises. This is the role of your distributor under a separate contract called a customer connection contract. More information about this Contract and other matters is on our website at: www.pooledenergy.com.au.

2. The Parties

This Contract is between: Pooled Energy Pty Ltd (ABN 31 163 873 078), who sells electricity and provides Pool Automation to you at your premises (in this Contract referred to as “we”, “our” or “us”); and You, the customer to whom this Contract applies (in this Contract referred to as “you” or “your”).

3. Definitions and Interpretation

- (a) Terms used in this Contract have the same meanings as they have in the National Energy Retail Law and the Rules. For your convenience, a simplified explanation of some terms is given at the end of these Contract Terms and Conditions.
- (b) Where the simplified explanations given at the end of these Contract Terms and Conditions differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.
- (c) Definitions of the capitalised terms used in this Contract are also given at the end of these Contract Terms and Conditions.
- (d) Singular and plural, and male and female terms, shall be used interchangeably.

4. Application of Terms and Conditions

4.1 Application of these terms and conditions

These Contract Terms and Conditions apply to you if you have a swimming pool and,

- (a) You are a residential customer; or
- (b) You are a business customer who is a small customer under the Rules; or
- (c) You have been classified as consuming less than 100MWh of electricity per year; and
- (d) You have accepted our Offer of Service which includes these Contract Terms and Conditions we both agree to apply the National Energy Retail Law and the Rules to you as if you were a small customer.

4.2 Application of the Rules for Larger Customers

If you are not a small customer but you have been classified as consuming less than 100MWh of electricity per year, then we both agree to apply the National Energy Retail Law and the Rules to you as if you were a small customer.

5. Conditions that must be met prior to our Provision of Services

Pooled Energy supplies a bundled package of Pool Automation and electricity to the Owners and Authorised Operators of swimming pools. It does not supply electricity alone to new customers but will continue to supply electricity to existing customers who discontinue their Pool Automation in a manner permitted by the Terms and Conditions of this Contract. We will not commence selling you electricity or providing you Pool Automation until we are satisfied:

- (a) That you are eligible to enter into this Contract and the information you have provided to us about your eligibility is accurate; and
- (b) With your creditworthiness.

If you have not satisfied these conditions, we will end this Contract with you by giving you notice.

6. Acceptance of Contract

You may accept Pooled Energy's Offer of Service by signing and returning the Electricity and Pool Automation Subscription Contract to us prior to its expiry date, in person, by email, or by post.

Any Offer of Service is specific to you, the premises and the pool specified in the offer documents. This Contract, the services offered, and the Pooled Energy owned equipment provided, may not be transferred to any other location or person without our written permission.

7. The Term of this Contract

7.1 Starting Date

This Contract starts on the Contract Start Date, which is the date you accept our Offer of Service (before that

Offer of Service expires) and when you satisfy any pre-conditions set out by Pooled Energy in clause 5 and in the National Energy Retail Law and the Rules, including giving us acceptable identification and your contact details for billing purposes.

7.2 Cooling-Off Period

- (a) You have the right to withdraw from this Contract without penalty within the Cooling-Off Period of 10 business days from and including the day after the Contract Start Date.
- (b) If you do withdraw from this Contract within the Cooling-off Period, you must do so with respect to the entire Contract and not just that part of it dealing with the sale of electricity or that part of it dealing with the provision of Pool Automation.
- (c) You may withdraw from this Contract within the Cooling-Off Period by informing us, either by phone, email or in writing of your intention to cancel this Contract. If you do so, this Contract will end immediately.
- (d) Upon request, we will provide you with a copy of our record of your cancellation by email at no charge.

7.3 Start of Service

The sale of electricity by us to you for your premises will start on the date on which your assigned meter identifier number has been transferred to us by Australian Energy Market Operator (AEMO). Pool Automation and charges will start after Our Pool Equipment has been installed. This will be done either by Pooled Energy staff on a mutually agreed date or, in the case of Our Pool Equipment installed by the pool owner, the date when the equipment commences operation. In either case, this will be called the “Pool Automation Start Date” and will normally be as soon as practicable after the end of the Cooling-Off Period.

7.4 Contract Term

This Contract is for a minimum of 1 year of both electricity and Pool Automation. Beyond that first year the contract will continue with no fixed term until you cancel it or it terminates for other reasons as described in Clause 7.5.

There is a cancellation fee for the first year of the Pool Automation as detailed herein, but no cancellation fee thereafter, unless specifically otherwise stated in your offer of service.

7.5 Contract Early Termination

Your Contract terminates if:

- (a) You do not meet the conditions that must be met prior to the commencement of services under paragraph 5.
- (b) You exercise your right in the Cooling-Off Period under clause 7.2 by giving us a notice stating that you wish to end this Contract in writing, by email or over the phone.
- (c) You do not meet your obligations as set out in these Terms and Conditions including but not limited to your requirements under clauses 10 & 11.
- (d) You give us no less than 20 business days' notice in writing of your intent to terminate this Contract. Following your notice to cancel the Contract, this Contract will end on the later of the date of when:
 - i. We switch off Our Pool Equipment on the effective date of the cancellation and subsequently remove our equipment, such removal being entirely at our option;
 - ii. We use our best endeavours to arrange for the reading of your electricity meter on the date specified in your notice, or as soon as practicable if we are denied access to your meter, which you will not unreasonably withhold. After the meter is read, we will send you a final bill to the address nominated in your notice; and
 - iii. You have paid your final bill, which may include an exit fee of of \$399 (inc. GST)
- (e) You are moving out or vacating your premises, this Contract will end on the later of the date of when:
 - i. You give us 20 business days' notice that you wish to terminate this Contract and provide us a forwarding address where your final bill may be sent;
 - ii. We use our best endeavours to arrange for the reading of your meter on the date specified in

your notice, or as soon as practicable if we are denied access to your meter, which you will not unreasonably withhold. After the meter is read, we will send you a final bill to the address nominated in your notice; and

- iii. You have paid your final bill, which may include an exit fee of \$399 (inc GST).
- (f) If you want to end this Contract because you want to start taking electricity supply at your existing premises from another retailer, this Contract will end on the date on which your assigned meter identifier has been transferred to your new retailer (which will usually happen on or soon after a final meter read at the premises). Your Pool Automation will also end as detailed in clause 7.5.
- (g) If you are remaining at your premises but wish your electricity supply to be de-energised – this Contract will end 10 business days after the date of disconnection and the Pool Automation will cease on the day of disconnection or any previous, mutually agreed date and Our Pool Equipment will be switched off as detailed in clause 7.5.
- (h) We have exercised our right to de-energise your premises and you are no longer entitled to have your premises re-energised. Your Pool Automation will cease on the date your electricity supply is de-energised and Our Pool Equipment will be switched off as detailed in clause 7.5.
- (i) You are no longer a Small Customer in respect to your premises. Your Pool Automation will cease on the date of your notice to us of your change of electricity usage or the date we otherwise determine and Our Pool Equipment will be switched off as detailed in clause 7.5.
- (j) We provide you 20 business days' notice that we are cancelling the Contract.

If your Contract is terminated:

- i. You must give us safe and unhindered access to your premises to conduct a final meter reading and remove any of Our Pool Equipment. This Contract will not end until we have issued you a final bill and you have paid any outstanding

- amounts for the sale of electricity and Pool Automation and any other applicable charges
- ii. Rights and obligations accrued before the end of this Contract continue despite the end of the Contract, including your obligation to pay amounts to us.
 - iii. We will charge you an exit fee if you cancel the contract within the first year of Pool Automation except when the contract is cancelled under 7.5(j) or due to a Retailer of Last Resort (RoLR) event, or if we waive such fee at our option.
 - iv. If you are liable for any pool service exit fee at the time you vacate the premises as part of a sale or end of rental, that liability will be cancelled if the purchaser of your property signs with Pooled Energy within 7 days of your contract expiring.
 - v. We may choose to block the transfer of an account until a resolution of any incurred debt is reached.

7.6 Vacating your premises

It is part of this Contract that you agree, if you sell and vacate your premises during the period of this Contract, you will inform the purchaser regarding the Contract between us and Our Pool Equipment and unless the purchaser signs a new Electricity and Pool Automation Subscription Contract with Pooled Energy within 60 days of your vacating the premises, that Our Pool Equipment will be switched off and may be removed and that the purchaser must provide access to it for those purposes and this requirement will be included in your sales contract to the new owner.

7.7 Credit and Other checks

- (a) If we conduct a credit check and the results are not satisfactory to us, we may end this Contract immediately by notifying you within the Cooling-Off Period, or prior to a scheduled system installation
- (b) We may carry out a property ownership check on you or contact your landlord if applicable, to verify that you have the legal right to enter a Contract with us that allows us to modify the pool equipment at the premises, and, if it proves to be unsatisfactory,

we will end this Contract immediately by notifying you, preferably within the Cooling-Off Period, or as soon as practicable thereafter.

7.8 Ongoing liability for consumption

After this Contract ends early as contemplated by clause 7.5 and for so long as we continue to be charged for electricity you consume at your premises, we will sell that electricity to you under our Standard Retail Contract and Standing Offer rates.

8. Plan Types

Your Offer of Service is summarised on a Electricity and Pool Automation Subscription Contract that you must sign to initiate this Contract and this provides the details of:

- (a) Our Pool Equipment that will be installed at your pool;
- (b) Your applicable electricity tariffs and rates which are further detailed in the accompanying Energy and Pool Automation Price Fact Sheet;
- (c) Your Pool Automation Subscription fees which are further detailed in the accompanying Energy and Pool Automation Price Fact Sheet;
- (d) Other product or service options you select and the respective charges that may apply; and
- (e) Any equipment that is sold to you for your pool or premises.

The electricity tariff will initially be generally the same type as with your previous electricity retailer and may be the tariff appropriate to the type of Electricity Meter installed at your premises. Within the limitations of your meter, you may elect to have any tariff offered by Pooled Energy and you may change this tariff upon request to us, once per annum. If your meter is subsequently changed by us or by your electricity distributor, then your tariffs may change. If you do not have a Smart Meter at your premises, we may seek to install one and you agree to accept the installation of a smart meter via an authorised supplier.

The Pool Automation detailed in your Offer of Service will generally include the provision of pool equipment

owned by us, pool equipment sold to you and ongoing services for the term of this contract.

9. Scope of this Contract

9.1 Nature of Service

- (a) Pooled Energy supplies electricity for your entire premises bundled with a package of Pool Automation Subscription. To deliver these services, we will supply, operate and maintain an Intelligent Pool Controller™ and sensors at your pool, convert your pool to an Advanced Water Chemistry and remotely manage the operation of your pool and its water quality using a telecommunications link that will usually operate via a cellular wireless connection. If cellular wireless connectivity is not available at your premises we will use your home Wi-Fi and internet connection. The Wi-Fi system must be kept continuously available to allow our service to operate.
- (b) In setting up a system at your pool, we seek to establish a Standard Operating Environment (SOE) for the control system, the water chemistry and the operation of the pool. This SOE attempts to take into account the individuality and specifics of each pool, its environment and its pool equipment with the overall objective of creating a largely automatic system that provides a good balance of water cleanliness and chemical state, sanitation, energy use, operating cost and owner convenience.

9.2 What is covered by this Contract?

- (a) Under this Contract we agree to sell you electricity at your premises. We also agree to meet other obligations relevant to electricity as set out in this contract and to comply with energy laws including the provision and installation and maintenance of your electricity meter where applicable. Electricity rates are set out in your Energy and Pool Automation Price Fact Sheet and may subsequently vary from time to time. In general, Pooled Energy aims to set its electricity tariffs at approximately the average of the undiscounted market rates of the major retailers in the each electricity distribution region.

- (b) We also agree to provide our SOE, Our Pool Equipment, chemicals and Pool Automation to you as detailed in your Electricity and Pool Automation Subscription Contract, and which include:
- i. The provision, maintenance and operation of our Intelligent Pool Controller™ at your premises. Both the Intelligent Pool Controller™ and sensors and any communications equipment supplied by us remain the property of Pooled Energy.
 - ii. Access to our Pool App for monitoring the state of the pool and controlling certain aspects of its operation. The App operates on Apple and Android smartphones and tablets.
 - iii. Establishment by us of an operating plan appropriate for your pool whereby we will remotely monitor and operate Your and Our Pool Equipment for filtration, sanitation and water chemistry as well as operating other mutually agreed devices such as heaters, pool sweeps and robots, water features, lights and, by agreement other household appliances. These latter, as well as selected pool equipment, are usually controlled by Smart Wi-Fi Power Switches operating by switching mains power.
 - iv. Ongoing monitoring and controlling of the pool operation and chemistry by us to the extent reasonably possible with the limitations of your pool, Your Pool Equipment, the use of Pooled Energy Advanced Water Chemistry, Our Pool Equipment and our SOE.
 - v. Advice by us as to what actions you need to take to keep your pool operating correctly. This advice is provided in addition to any conditions that you may need to observe locally including those which are not monitored by our system, for example, tree branches, organic debris or soil from garden runoff in the pool.
 - vi. The provision and delivery, of the proprietary chemicals you need to establish and then maintain Pooled Energy's Advanced Water Chemistry. The initial chemical load required will be detailed and priced in your Electricity and Pool Automation Contract.

- vii. When the pool water is diluted by water being lost from the pool due to rain, backwashing or other reasons, Advanced Water Chemistry chemicals must be replenished. Pooled Energy will ship the required quantity of chemicals to you for you to add to the pool. Advanced Water Chemistry chemicals are proprietary and only available from Pooled Energy. You agree to use these chemicals in your pool and add them as directed.
 - viii. Salt, or magnesium chloride mineral formulations, are not included with these proprietary chemicals and the addition of salt or magnesium minerals for saltwater chlorination systems is your responsibility.
 - ix. If you have a liquid chlorine pool, unless otherwise agreed, it is your responsibility to provide the liquid chlorine.
 - x. Whilst pool (hydrochloric) acid, calcium lifter, sodium bicarbonate (buffer), and other specialty pool chemicals are generally not required in pools managed by Pooled Energy using its proprietary Advanced Water Chemistry SOE, some pools may require the supplementary addition of some of these chemicals. In this case, the procurement and addition of these chemicals will need to be done by you, based on our advice.
 - xi. Pooled Energy reserves the right to discontinue Pool Automation if we advise you of a fault or problem that is your responsibility and cost to rectify and, which is important for the correct and safe operation of your pool, and which you decline to rectify.
- (c) You agree to:
- i. Provide us reasonable access to your property, pool and pool equipment for equipment installation, update, maintenance and chemical delivery during the life of this Contract; and for equipment disconnection and removal at the end of this Contract.

- ii. Allow for the installation and positioning of the Intelligent Pool Controller™ (IPC), sensors and communications equipment in your pool area in a location suitable for its operation.
- iii. Where applicable, to provide continuous access to your home Wi-Fi and internet for telecommunications between the IPC and our central computer and other controlled devices.
- iv. Allow our IPC to remain continuously online via the cellular phone network, or, if applicable, via your premise's internet system. The use of either of these telecommunications links allows the IPC to communicate via a secure communications channel to the Pooled Energy Network Operating Centre (NOC). If connection is made via your home wifi, you will need to give the IPC permission to use your internet gateway by entering your wireless Systems Identification (SSID) and password details via the Pool App on your smartphone or tablet. We will not store these details off-site and will not reveal them to any third party. If any changes occur to your SSID or password, they must be updated by you to maintain connection with the NOC. If your wireless system is unable to communicate reliably to the IPC, it may be necessary to extend the range of your wireless system with a repeater or cable connection to your home router. These will be provided by Pooled Energy and may be at an additional cost.
- v. Allow the pool equipment, whether owned by you or by us, to operate automatically without interference under normal circumstances and to not adjust valves, non-IPC controls and devices in such a way that automatic operation is disrupted. You may override the operation of the IPC and thereby the pool equipment from time-to-time if required for maintenance or special operations such as a party, by using the Pool App provided for this purpose, or by using the control panel on the Intelligent Pool Controller if provided, but not

otherwise. You agree that this is a managed, automatic system and you give us the right to operate Your Pool Equipment in a manner that we deem necessary for the maintenance of your pool water quality and our SOE, bearing in mind your reasonable preferences.

- vi. Exercise caution as Your Pool Equipment may start at any time and to protect yourself, others and property from any unintended consequences of automatic pool equipment operation, e.g. having your pool cleaner out of the water when the pool equipment starts. If you remove the pool cleaner as in this example, you should first 'tell' the system that the pool cleaner is out of the water so that it does not attempt to start it. The Pool App allows you to do this.
- vii. Not modify Our or Your Pool Equipment, nor reconfigure it without our agreement as doing so may interfere with our ability to remotely monitor and control the operation of your pool.
- viii. Regularly remove leaves and other matter from the skimmer box, pump strainer, and pool cleaner based on your own monitoring and as advised by us to do so. Blockages and poor circulation in your pool may otherwise result and cause operational failures in your pool that are not within our control. The cost for remediation is borne by you if damage occurs due to your lack of action.
- ix. Ensure that no foreign matter, run off soil, waste materials, fertiliser, garden materials, or other contaminants enter the pool to interfere with the optimal operation of the pool and the pool water chemistry. If such events occur, the cost of remediation of your pool, including potential de-watering/re-watering, special water treatment, and additional chemicals and vacuuming, all as required, is borne by you.

- x. Use your Pool App or the push-button controls on the IPC if provided, to disable the system whenever you remove leaves or other material from the skimmers, pump strainers, pool cleaners, or undertake any other action that interferes with the normal, automatic operation of the Pooled Energy system.
- xi. Maintain the required level of water in the pool to ensure the effective circulation and operation of the pumps. Failure to do so may result in operational failures, the cost of remediation of which will be borne by you.
- xii. Maintain and keep clean Your Pool Equipment and agree that we are not responsible for issues with your pool that result from poor maintenance of Your Pool Equipment.
- xiii. Maintain the filter media to ensure filtration is properly performed. For example, if the sand in the filter is worn out and not operating correctly to clean the water, you will either replace the sand or arrange for us or others to replace it for you.
- xiv. Maintain power to the Intelligent Pool Controller or the telecommunications link to us, unless required for emergencies or instructed by us.
- xv. Add the Advanced Water Chemistry chemicals as advised by us and when received.
- xvi. Procure and add salt to salt pools as requested by us. We monitor the salt level in your pool and will advise as to the quantity required, as required.
- xvii. Do not add calcium chloride (calcium lifter), sodium bicarbonate (buffer), cyanuric acid (stabilizer) or copper based algaecides unless advised by us.
- xviii Acknowledge that while the system will provide improved sanitation and cleanliness compared with most manually managed pools, it cannot sense everything that is going

on in the pool and that the responsibility for the safety of the pool and those using it, remains irrevocably yours and we cannot and do not take any legal or other responsibility not prescribed by law for Pool Automation, pool operation or use.

- xix. Understand your operating plan and advise us if you want changes to it beyond what you can change with some versions of the Pool App.
- xx. Acknowledge that we are not liable for any salt water damage to the garden, the pool structure, the pool surface finish, the pool deck and surrounds, or any pool related or household equipment or structure.
- xxi. Provide safe storage, handling and management for any pool related chemicals, in a location out of direct sunlight and away from children and pets. Pooled Energy will normally provide an industry standard container for any chemicals it supplies. Any liability for injury, damage or death from the inappropriate storage or unsafe management or incorrect use is yours.
- xii. Maintain and keep clean Your Pool Equipment and agree that we are not responsible for issues with your pool that result from poor maintenance of Your Pool Equipment.
- xiii. Maintain the filter media to ensure filtration is properly performed. For example, if the sand in the filter is worn out and not operating correctly to clean the water, you will either replace the sand or arrange for us or others to replace it for you.
- xiv. Never power down the Intelligent pool automation subscription or the telecommunications link to us, unless required for emergencies or instructed by us.
- xv. Not add any chemicals of any kind, or salt, unless we instruct you to do so. We manage your pool chemistry remotely and

any unauthorised additions will disrupt this process and your pool chemistry.

- xvi. Not use conventional pool industry test kits as many of these do not work with Pooled Energy's Advanced Water Chemistry or else give false or incorrect recommendations. Your new Pooled Energy system is an automatic system that senses most important water quality variables. Your Pool App will tell you the overall condition of the water.
- xvii. Procure from us and add to the pool when requested by us, the proprietary Advanced Water Chemistry chemicals required for our SOE. We monitor chemical levels in your pool and will advise as to the quantity required as required.
- xviii. Procure and add salt to salt pools as requested by us. We monitor the salt level in your pool and will advise as to the quantity required, as required.
- xix. Where required and only if and when requested by us, procure and add commercially available supplementary chemicals which may include liquid chlorine for bleach pools, hydrochloric acid for pools with unusually chemically active surfaces such as new concrete based finishes, calcium lifter or remover phosphate remover for pools contaminated by run- off or decaying vegetable matter, on our advice to maintain optimal chemical balance to the pool.
- xx. Acknowledge that while the system will provide improved sanitation and cleanliness compared with most manually managed pools, it cannot sense everything that is going on in the pool and that the responsibility for the safety of the pool and those using it, remains irrevocably yours and we cannot and do not take any legal or other responsibility not prescribed by law for Pool Services, pool operation or use.

- xxi. Understand your operating plan and advise us if you want changes to it beyond what you can change with some versions of the Pool App.
- xxii. Acknowledge that we are not liable for any salt water damage to the garden, the pool structure, the pool surface finish, the pool deck and surrounds, or any pool related or household equipment or structure.
- xxiii. Provide safe storage, handling and management for any pool related chemicals, in a location out of direct sunlight and away from children and pets. Pooled Energy will normally provide an industry standard container for any chemicals it supplies.

You must not open or interfere with any of Pooled Energy's automatic dispensing systems if these have been installed or their associated chemicals unless we instruct you to do so. Any liability for injury, damage or death from the inappropriate storage or unsafe management or incorrect use is yours.
- xxiv. Be responsible for the charges for electricity and automation subscription and pay the amounts billed by us under this Contract until this Contract ends for one of the reasons specified in clause 7.5.
- xxv. Maintain the physical pool, its surrounds, integral and connecting plumbing and associated fittings such as but not limited to lights, in-floor cleaning systems, drains, balance tanks, water level management systems and hydrostatic valve, in good order and with no leaks, as defects may negatively impact on your pool operations and chemistry.
- xxvi. To accept that Pooled Energy is your exclusive supplier of electricity for the whole of your premises for the duration of this Contract. You may not independently add other suppliers of electricity without our permission as this may interfere with the optimal function of our services to you.

- xxvii. Hold harmless and not make any claim on us or our technology partners or affiliated companies for any damage or harm caused or perceived to be caused by operation of Our Pool Equipment, directly or indirectly, or our personnel or representatives to the extent permitted by law.
- xxviii. Meet your obligations under this Contract and the energy Laws and Rules.

9.3 What is not covered by this Contract?

In addition to the items mentioned elsewhere in this Contract, Pooled Energy is not liable for the following:

- (a) Repair or maintenance of Your Pool Equipment. Pooled Energy offers repair and maintenance services for a wide range of pool equipment at additional cost unless specifically agreed otherwise, or you may use others provided they replace equipment like for like, do not reconfigure the system or disrupt its operation.
- (b) Procurement and adding to your pool of salt for saltwater pools.
- (c) Any damage to property or persons resulting from tampering or interfering with the normal operation of the pool equipment in accordance with our SOE, any chemicals provided, contact with effluent, or use of chemicals.
- (d) Any damage directly or indirectly attributable to naturally occurring events such as storms, flooding, or other weather events that may result in your pool becoming damaged or unclean.
- (e) The physical connection of your premises or connection within your premises of the water supply, electricity supply, gas supply or telecommunications system equipment and the maintenance of those connections and supplies to your premises. In the case of electricity connection to your premises, this is the role of your distributor under a separate Contract called a Customer Connection Contract.
- (f) The supply of any supplementary chemicals as requested by us or for unusual situations that are

beyond those envisaged for normal operations under the terms of this Contract. Such situations are normally, but not exclusively, the result of contamination or poor maintenance of your pool.

- (h) Any damage caused or issues which previously existed and/or becomes evident upon partial or complete emptying of pool water for any reason.
- (i) Any damage to the pool surface or surrounds caused by us controlling your Pool sweep or in-floor cleaner or other third party equipment.
- (j) Any staining, erosion, pitting or plating of the pool surface.
- (k) Water consumption.
- (l) Sewerage charges.
- (m) Pool certification and registration.

10. Your General Obligations

10.1 Full information

You must give us any information we reasonably require for the purposes of this Contract. The information must be full and correct, and you must not mislead or deceive us in relation to any information provided to us.

10.2 Updating information

- (a) You must tell us promptly if any information you have provided to us changes, including if your billing address changes, or if your use of electricity changes (for example, if you start running a business at the premises); or
- (b) If the swimming pool is modified or damaged, or services to it are impaired in any way; or
- (c) If you are planning to install any photovoltaic solar panels or other electricity generation; or
- (d) You are aware of any changes that materially affects access to your Electricity Meter or other equipment involved in providing electricity supply or metering services to your premises.

10.3 Security and safety

- (a) You must not interfere with the operation of our equipment or use it inappropriately. In the event of any damage occurring to this equipment you must immediately notify Pooled Energy.
- (b) The area, shed, enclosure or room or combinations thereof where Our Pool Equipment is housed, are to be maintained in a state that ensures that the equipment is safe and will not incur damage or degrade. The pool equipment is designed to be resistant to spraying water and to operate at temperatures up to 45°C but it should be shielded from direct sunlight. All chemicals, including those procured by you, must be shielded from direct sunlight and not exposed to high temperatures, water ingress or access by children or animals.
- (c) All chemicals must be treated as hazardous and there must be no interference with chemicals nor inappropriate or unsafe use.
- (d) The waste pipe for backwash, empty and overflow must be connected to a sewer line or gully by law and it is your responsibility to make such available or provide ready access. You must not interfere with this pipe or allow yourself or others to contact any effluent from it.
- (e) Children and pets must not be allowed to access the pool equipment and/or chemicals.

10.4 Ownership of the pool equipment

- (a) Pooled Energy is the owner of the Intelligent Pool Controller and communications equipment provided, collectively Our Pool Equipment, and not sold to you, whereby we can provide services to your pool.
- (b) You must protect our ownership of Our Pool Equipment and not attempt to sell, hire or deal with; or damage it in any way.

10.5 Life support equipment

- (a) If a person living at your premises requires life support equipment, you must register the premises with us. To register, you will need to complete the

documentation we will send you and give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises. This process will be reviewed every two years as required by regulations.

- (b) You must tell us if the life support equipment is no longer needed at the premises.
- (c) If the premises are registered as having life support equipment, we must give you:
 - i. General advice relating to our planned interruption to the supply of electricity to the premises;
 - ii. At least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises; and
 - iii. An emergency telephone contact number.

11. Our Liability

11.1 Liability in relation to Electricity

As regards electricity:

- (a) The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control as your retailer. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.
- (b) To the extent permitted by law, we give no condition, warranty, undertaking or guarantee, and we make no representation to you, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this Contract and our liability to you for a failure to comply with any condition, warranty, undertaking or guarantee that applies under any applicable law is excluded. Where liability cannot be excluded, our liability for failure to comply with any such condition, warranty, undertaking or guarantee is limited (at our option) to the replacement of the goods, the supply of equivalent goods or the

payment of the cost of acquiring equivalent goods; in the case of a service, our liability is limited to the re-supply of the service or the payment of the cost of having the service supplied again.

- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply electricity to your premises. This includes any loss or damage you suffer as a result of the defective supply of electricity.
- (d) Nothing in this Contract varies or excludes any limitation of liability or immunity we have under the law.

11.2 Liability in relation to Pool Automation

As regards Pool Automation:

- (a) The quality and reliability of your Pool Automation are subject to a variety of factors that are beyond our control. These include accidents, emergencies, weather conditions, vandalism, electricity system demand, electricity supply failure, internet failure, and spillages into the pool, the technical limitations and condition of your pool and Your Pool Equipment and Our Pool Equipment, and the acts of other persons.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of Pool Automation, their quality, fitness for purpose or safety, the SOE, or chemicals, other than those set out in this Contract and our liability to you for failure to comply with any conditions, warranty, undertaking, or guarantee that applies under any applicable law is excluded. Where liability cannot be excluded, our liability for failure to comply with any such condition, warranty, undertaking or guarantee is limited (at our option) to the replacement of the goods, the supply of equivalent goods or the payment of the cost of acquiring equivalent goods; in the case of a service, our liability is limited to the re-supply of the service or the payment of the cost of having the service supplied again.

- (c) Pooled Energy will manage your pool to provide generally accepted best practice under our SOE for swimming pools. Any issues associated with Your Pool Equipment and pool infrastructure including pool surface and provision of adequate circulation will be your responsibility.
- (d) Pooled Energy is not liable for any problems resulting from loss of communications or internet service or connectivity. Any costs, losses, incorrect operation of the pool or its equipment associated with loss of or inadequate communications, will be borne by the customer.
- (e) Pooled Energy does not accept consequential liabilities of any kind regardless of cause.

12. Price for Electricity, Pool Automation & Other Services

12.1 Tariffs and charges- Electricity

- (a) Our tariffs and charges for the sale of electricity to you under this Contract are our market offer prices, and are set out in your Energy and Pool Automation Price Fact Sheet. You agree to pay these tariffs and charges.
- (b) The amount we charge or credit you for the electricity used at your premises is generally made up of the following components:
 - (c) The Usage Charges; and
 - (d) The Daily Supply Charge; and
 - (e) The Solar Rebate,

All as specified in your Energy and Pool Automation Price Fact Sheet. These may change from time to time with market conditions.

12.2 Fees and Charges — Pool Automation Subscription

You will be charged for:—

12.2.1 Your Pool Automation Subscription fees are charged on a monthly basis on your invoice and are at the rates provided on your Energy and Pool Automation Price Fact Sheet.

12.2.2 Your purchase of equipment or other services from us as agreed either on the consent form or from time to time based on a quote provided to you by us.

12.2.3 The provision of Pooled Energy proprietary Advanced Water Chemistry chemicals for the SOE, and, if requested by you, magnesium or sodium salt, bleach or other commercially available supplementary chemicals sometimes required in some pools.

12.2.4 Additional services charges resulting from defects in your pool or equipment condition affecting the management of your pool, such as leaks, poor circulation and other issues resulting in accelerated chemical dilution.

12.3 Additional Fees and Charges

In addition to the amounts referred to in paragraphs 13.1 and 13.2 below, the tariffs and charges that you are required to pay may include any or all of the following:

12.3.1 Pool Automation exit fees;

12.3.2 Late payment fees;

12.3.3 Merchant service fees;

12.3.4 Fees for dishonoured payments;

12.3.5 Additional costs related to your electricity meter that are incurred at your request or due to your act or omission, such as fees for a special meter read, installation of a new meter or meter repair. These costs do not include the costs of a scheduled meter read or any meter repair or installation as a result of a faulty meter (unless you are responsible for causing the fault); and connection, disconnection or reconnection fees;

12.3.6 Any other fees imposed by your electricity distributor due to something specific to your needs (this does not include ordinary charges for the use of the networks in order to supply energy to you, which are already included in the tariffs and charges under this Contract);

12.3.7 Fees related to the provision of enhanced metering capability that are incurred by us via a Meter Provider and Meter Data Provider for your premises.

12.3.8 Any other fees set out in your Offer of Service and Electricity and Pool Automation Contract; and

12.3.9 Fees for any other goods or services required, or requested by you, on a case-by-case basis (whether or not the fee is specifically set out in the Offer of Service and Electricity and Pool Automation Subscription Contract).

12.4 Changes to electricity tariffs and charges

12.4.1 We may vary the tariffs and charges set out in your Energy and Pool Automation Price Fact Sheet due to changes in electricity and other market conditions, costs and prices. We will give you notice of any variations to tariffs and charges that affect you as soon as practicable, and in any event no later than your next bill (unless a longer period is required under energy laws).

12.4.2 Under ordinary circumstances, we will not change our prices more often than every 6 months.

12.5 Changes to Pool Services Fees

12.5.1 We may vary the Pool Automation Subscription fees set out in your Energy and Pool Automation Price Fact Sheet and Electricity and Pool Automation Subscription Contract due to change in market conditions, costs and prices. We will give you notice of any fee variations as soon as practicable and no later than your next bill.

12.5.2 Under ordinary circumstances, we will not vary the Pool Automation Subscription fees more often than once per year.

12.6 Pro rata calculations

12.6.1 If a tariff or other charge applying to you changes during a billing cycle, we may calculate your next bill on a proportionate basis.

12.6.2 We may also calculate your bills on a proportionate basis in other appropriate circumstances, such as where supply starts or ends during a billing cycle.

12.7 GST

12.7.1 Amounts specified in your Offer of Service, from time to time as required, and other amounts payable under this Contract, such as for Pool Automation, may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.

12.7.2 Where an amount paid by you under this Contract is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

13. Billing

13.1 General

13.1.1 We will only bill you electronically by email at an email address nominated by you, addressed either to you or to someone nominated to act on your behalf. You will receive one bill that includes electricity and Pool Services fees.

13.1.2 If you change your email address then we must be notified by email within 14 days. If you cancel your email and do not re-engage another supplier you must notify us of this fact.

13.2 Calculating the bill

Unless otherwise agreed, the bill we send to you will be calculated on:

13.2.1 Electricity charges including:

13.2.1.1 The amount of electricity used or estimated to be used at your premises during the billing cycle (using information obtained from your meter or otherwise in accordance with the Rules);

13.2.1.2 The amount of fees and charges for any other services related to electricity supply provided under this Contract during the billing cycle;

13.2.1.3 The charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration if you have not made alternative arrangements with your distributor;

13.2.1.4 Rebates or concessions you may be eligible from government entities for which you have been verified as eligible for by Pooled Energy; and

13.2.1.5 Feed-in tariffs for PV solar panel generation (where applicable).

13.2.2 A fixed monthly fee for the Pool Automation including:

13.2.2.1 Automation, monitoring, energy management, help desk, remote management and control of Your Pool Equipment and other agreed Household Equipment as configured with the IPC; and

(a) Pool App.

(b) A fee for any proprietary chemicals for your pool based on actual usage and supply.

(c) Any other agreed charges for equipment, other pool chemicals and salt you may order from us, and services.

13.3 Estimating the Electricity usage

13.3.1 We may estimate the amount of electricity used at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.

13.3.2 Permitted estimations may be based on:

13.3.2.1 Your historical metering data if that is reasonably available to us; or

13.3.2.2 The average usage of electricity by a comparable customer over the corresponding period, if there is no historical metering data for you; or

13.3.2.3 Your estimated read data as provided by the Meter Data Provider.

13.3.3 If we estimate the amount of electricity used at your premises to calculate a bill, we must:

13.3.3.1 Clearly state on the bill that it is based on an estimation; and

13.3.3.2 When your meter is later read, adjust your bill for the difference between the estimate and the electricity actually used.

13.3.4 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 12 months. Payment plans must be agreed to by both parties.

13.3.5 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 cost we incur in doing so including special read fees.

13.3.6 If the meter has not been read you can provide us with a photo of your meter reading instructions for this are on our website.

13.4 Your historical billing information

When you ask us to, we must give you information about your billing history with us for up to the previous 2 years free of charge subject to data legally available to Pooled Energy. However, we may charge you if we have already given you this information in the previous 12 months, or if you ask for information going back more than 2 years.

13.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your energy consumption, billed monthly, with an adjustment for overcharges and undercharges every 3 months.

14. Paying your Bill

14.1 What you have to pay

You must pay to us the amount shown on each bill on or before the date for payment (“the pay-by date”) on the bill. The pay-by date will be no earlier than 14 business days from the date on which we issue your bill.

14.2 Payment options

Unless we make a different agreement with you in accordance with the law, you can pay your bill by any of the options listed on your bill.

14.3 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is due and must be paid. The reminder notice will give you a further due date for payment that will not be less than 6 business days after we issue the notice.

14.4 Difficulties in paying

14.4.1 If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.

14.4.2 If you are a residential customer and have told us that you have difficulty paying your bill, we will offer you the option of paying the electricity part of your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of electricity in the previous 2 years.

14.4.3 Additional protections may be available to you under our Customer Hardship Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

14.5 Late payment fees

14.5.1 If set out in your Energy and Pool Automation Price Fact Sheet, we may require you to pay a late payment fee if you have not paid the full amount of a bill by the pay-by date (unless we are prohibited by energy laws from asking you to do this).

14.5.2 The amount of the late payment fee is specified in your Energy and Pool Automation Price Fact Sheet.

14.6 Merchant service fees

A merchant (e.g. credit card) service fee may be applicable to particular methods of paying your bills as set out in your Plan Details, or with prior notice that such a fee is to apply.

14.7 Fees for dishonoured payments

If, due to fault by you, your payment is dishonoured or reversed and it results in us incurring a fee, we may recover the amount of this fee from you.

15. Electricity Meters

15.1 Meter installations

15.1.1 The Electricity Rules and Laws require that Pooled Energy becomes your Meter and Meter Services

Provider. In general, we will however organise the provision of any new meter you may require. This may be on an individual or mass deployment basis and may be conducted by a third party appointed by us.

15.1.2 If you do not have a Smart Meter which meets the functional minimum specifications of the Rules, we are authorised to undertake to replace your electricity meter with a suitable device.

15.1.3 To facilitate mass deployments, you waive your rights to opt out of having your existing meter replaced during a New Meter Deployment, but, if you notify us at least 30 days prior to a new Meter Deployment that you do not wish to participate in a New Meter Deployment, we will use our best endeavours to exclude you from such. You must allow us and our authorised representatives' safe and unhindered access to your premises for the purposes of:

15.1.3.1 Reading, testing, maintaining, or altering any metering installation at the premises;

15.1.3.2 Calculating or measuring electricity supplied or taken at the premises;

15.1.3.3 Checking the accuracy of metered consumption at the premises; and

15.1.3.4 Replacing electricity meters.

15.1.4 We will use best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the Rules and in any event at least once every 12 months.

15.1.5 If we or our representatives seek access to your premises under paragraph (a), we will:

15.1.5.1 Comply with all relevant requirements under the energy laws;

15.1.5.2 Carry or wear official identification; and

15.1.5.3 Show the identification if requested.

15.1.6 We will make arrangements for metering services on your behalf to ensure your premises complies with the Rules. You will be responsible for the cost of any site modifications required, any meter installation fee and, if you request any special meter reads, the cost of such meter reads.

15.1.7 You authorise Pooled Energy to have access to your electricity consumption data prior to the installation of the intelligent pool controller so Pooled Energy can measure your energy savings.

15.2 Our Obligations regarding New Connections and Meter Replacements

- a) At your request or where applicable under the Regulatory Requirements, Pooled Energy will request a licenced third party meter installer to:-
 - i. Install a Meter and connect the supply address to the electricity distribution system, or
 - ii. Replace an existing Meter at the supply address.
- b) The billing under clause 14.1 (a) (i) will commence once Pooled Energy has all the necessary information. Pooled Energy may charge you the connection charge and the meter removal fee listed in the fee schedule.
- c) A Smart Meter, which is a digital meter which can be read remotely, will be installed unless one or more of the following applies:-
 - i. There is no existing telecommunications network which enables remote access at the supply address, or,
 - ii. You indicate to us or the licenced meter installer prior to installation that you do not wish a Smart Meter to be installed at the supply address, in which case, a Digital Meter without communications will be installed.
- d) If a Digital Meter without smart communications is installed, all required meter readings may attract a meter reading fee.

16. Interruption to Electricity Supply

16.1 Retailer may arrange retailer planned interruptions (maintenance, repair, etc.)

- (a) We may arrange retailer planned interruptions for the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair, or replacement of your electricity meter,

- (b) If your electricity supply will be affected by a retailer planned interruption arranged by us, we will give you at least 4 business days' notice by letter box drop, email or other appropriate means.

16.2 Your right to information about planned interruptions

- (b) If you request us to do so, we will use our best endeavours to explain retailer planned interruptions to the supply of electricity that were arranged by us.
- (c) If you request an explanation in writing, we must, within 10 business days of receiving the request, give you either:
 - i. A written explanation; or
 - ii. An estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (d) For interruptions made by your distributor, we may refer you to the distributor to provide information.

17. Undercharging and Overcharging

17.1 Undercharging

17.1.1 If we have undercharged you we may recover the undercharged amount from you. If we recover an undercharged amount from you:

17.1.1.1 We will not charge interest on the undercharged amount; and

17.1.1.2 We will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if fewer than 12 months), or otherwise 12 months.

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

17.2 Overcharging

17.2.1 Where you have been overcharged by less than \$50.00 (or such other amount as may be determined under the Rules from time to time), and you have

already paid the overcharged amount, we will credit that amount to your next bill.

17.2.2 Where you have been over charged by \$50.00 or more (or such other amount as may be determined under the Rules from time to time), we will inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we will credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

17.2.3 If you have stopped buying electricity from us, we will use our bestendeavours to pay the overcharged amount to you within 10 business days.

17.2.4 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 last 12 months.

17.3 Reviewing your bill

17.3.1 If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our complaints and dispute resolution procedures.

17.3.2 If you ask us to, we will 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 meter test and we may ask for payment in advance. However, if the meter proves to be faulty, we will reimburse you for the amount paid.

17.3.3 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.

18. Security Deposits

18.1 Credit history

For the purpose of deciding whether to require you to provide a security deposit under this clause 18, we must seek your permission to obtain a credit check of your

credit history and other relevant information. We must then take into consideration any credit history obtained as a result of the credit check and any other relevant information provided by you or otherwise available to us, in our assessment of your ability to meet your financial obligations under the Contract.

18.2 Security deposit

If we ask you to provide a security deposit, you must pay the security deposit when we ask you to do so. The circumstances in which we can ask for a security deposit and the maximum amount of the security deposit for electricity are governed by the Rules.

18.3 Interest on security deposits

Where you have paid a security deposit, we will pay you interest on the security deposit at a rate and on terms required by the Rules.

18.4 Use of a security deposit

18.4.1 We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under the Contract:

18.4.1.1 If you fail to pay a bill and as a result we arrange for the disconnection of your premises; or

18.4.1.2 In relation to a final bill (i.e., a bill we issue when you vacate the premises or when you stop purchasing electricity from us at your premises or when you request that your premises be disconnected).

18.4.2 If we use your security deposit or any accrued interest to offset amounts owed to us by you, we will advise you within 10 business days.

18.5 Return of Security Deposit

We must return your security deposit and any accrued interest in the following circumstances:

18.5.1 You complete 1 year's payments (in the case of residential customers) by the pay-by dates on our initial bills; or

18.5.2 You stop purchasing electricity at the relevant premises under this Contract.

If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

19. Electricity Supply Interruptions

19.1 Supply interruptions may occur

You agree that the supply of electricity to your premises may be interrupted in certain circumstances and that, in those circumstances, you will immediately cease or reduce consuming electricity at your premises and will comply with directions from us or your distributor. The relevant circumstances are when a supply interruption:

19.1.1 Occurs per clause 17 of this Contract;

19.1.2 Is allowed or required under the law;

19.1.3 Occurs for reasons beyond our control;

19.1.4 Occurs because of steps taken by your distributor or AEMO;

19.1.5 Occurs because there is insufficient electricity or system capacity to meet the needs of all consumers;

19.1.6 Is required to allow repairs, testing, maintenance or other works; or

19.1.7 Is necessary due to an emergency or for reasons of public health or safety or the protection of any person or property.

19.2 Keeping one another informed about electricity supply interruptions.

19.2.1 Where reasonably possible and in accordance with the law, we or your distributor will give you prior notice of supply interruptions (though not necessarily in writing).

19.2.2 If you inform us that supply to your premises has been interrupted and you want us to notify your distributor, we will do so as soon as practicable.

20. Disconnection of Electricity Supply

20.1 Arrangements for disconnection of electricity
Subject to us satisfying the requirements in the Rules, we may arrange for the disconnection of electricity from your premises if:

20.1.1 You do not pay your bill by the pay-by date and if you are a residential customer, you:

20.1.1.1 Fail to comply with the terms of an agreed payment plan; or

20.1.1.2 Do not agree to an offer to pay the bill by instalments; or

20.1.1.3 Having agreed, you fail to comply with the instalment arrangement; or

20.1.2 You do not provide a security deposit that we are entitled to ask from you; or

20.1.3 You do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or

20.1.4 You fail to give us safe and unhindered access to your premises as required under clause 16 or any requirements under the energy laws; or

20.1.5 There has been illegal or fraudulent use of energy at your premises in breach of clause 24; or

20.1.6 We are otherwise entitled or required to do so under the Rules or by law.

20.2 Notice and warning of disconnection of electricity

Before disconnecting your premises, we will comply with relevant warning notice requirements and other provisions in the Rules, and in relation to safe and unhindered access, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we do not have to provide a warning notice prior to disconnection in certain circumstances (for example, illegal or fraudulent use of energy at your premises or an emergency or health and safety issue.)

20.3 When we must not arrange disconnection of electricity:

20.3.1 If your premises are registered as having Life Support equipment and cannot be safely disconnected;

20.3.2 Subject to paragraph (c), your premises may not be disconnected during the following times (“the protected period”):

20.3.2.1 On a business day before 8.00am or after 3.00pm; or

20.3.2.2 On a Friday or the day before a public holiday; or

20.3.2.3 On a weekend or a public holiday; or

20.3.2.4 On the days between 20 December and 31 December (both inclusive) in any year; or

20.3.2.5 If you are being disconnected under clause 21.1(a), during an extreme weather event.

20.3.3 Your premises may be disconnected within the protected period:

20.3.3.1 For reasons of health and safety; or

20.3.3.2 In an emergency; or

20.3.3.3 As directed by a relevant authority; or

20.3.3.4 If you are in breach of the relevant clause of your customer Connection Contract that deals with interference with energy equipment; or

20.3.3.5 If you ask us to arrange disconnection within the protected period; or

20.3.3.6 If your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or

20.3.3.7 Where the premises are not occupied.

21. Reconnection after Disconnection of Electricity

(a) We will arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected:

21.1.1.1 You ask us to arrange for reconnection of your premises; and

21.1.1.2 You rectify the matter that led to the disconnection; and

21.1.1.3 You pay any reconnection charge (if we ask you to do so).

(b) If you do not meet the requirements in paragraph (a) within 10 business days of your premises being disconnected, this Contract ends in accordance with clause 7.5(h).

22. Suspension of Pool Automation

We may arrange for the suspension of Pool Automation at your premises if:

22.1.1 You do not pay your Electricity and Pool Automation bill in full by the pay-by date;

22.1.2 You do not meet your obligations under this contract;

22.1.3 You do not provide us access to your premises or Wi-Fi and Internet for the purposes of maintaining our equipment or providing services for your pool; or

22.1.4 You interfere with the operation of Our Pool Equipment or our remote operation of Your Pool Equipment.

23. Wrongful and Illegal Use of Energy

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

23.1.1 Illegally use energy supplied to your premises; or

23.1.2 Interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or

23.1.3.1 Unreasonably interferes with the connection or supply of energy to another customer; or

23.1.3.2 Causes damage or interference to any third party; or

23.1.3.3 Allow energy purchased from us to be used otherwise than in accordance with this Contract and the Rules; or

23.1.3.4 Tamper with, or permit tampering with, any meters or associated equipment.

24. Notices and Bills

24.1.1 To become a Pooled Energy customer you must agree to electronic billing and notification as part of this Contract. This is partially because the Pool Automation operate using an internet link with email notifications to you.

24.1.2 Notices under this Contract will be sent by email. Bills and Payment Receipts under this Contract will be sent by email.

24.1.3 A notice or bill sent under this Contract is taken to have been received by you or by us (as relevant) on the date of transmission by email without it being returned by the email service to the party (in either case).

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

25. Privacy Act

25.1.1 We will comply with all relevant privacy legislation in relation to your personal information.

25.1.2 We may carry out a credit check on you and use the information to establish our view of your credit worthiness. 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 consumer credit and commercial credit history. In accordance with relevant laws, we may report an overdue payment to a credit reporting agency.

25.1.3 If you have requested Pooled Energy to provide you a government concession or rebate, Pooled Energy will be required to verify your eligibility with the Department of Human Services and will need to supply your personal information to obtain that verification.

25.1.4 You can find our Privacy Policy Statement on our website. If you have any questions, you can contact our privacy officer.

25.1.5 As part of its services supplied to you, Pooled Energy communicates to the internet via your homes internet connection While we make very significant efforts to fully secure the access to your home's data network, due to the inherent nature of the technology of the Internet, we cannot guarantee that access to your home's data network cannot be achieved by other parties.

25.1.6 While we make significant efforts to guard your Personal Information and data, due to the inherent

nature of the Internet and electronic storage and communication systems, we cannot guarantee that any information, during transmission through the Internet, communications via electronic mail or while stored on our systems or otherwise in our care, will be absolutely safe from access by others. In the event of any breach of data security related to internet security. Our liability is limited to advising you of the occurrence as well as taking all practical steps to prevent a recurrence.

26. Complaints and Dispute Resolution

26.1 Complaints

26.1.1 If you have a complaint relating to the sale of electricity or Pool Services by us to you, or this Contract generally, you may lodge a complaint with us in accordance with our complaints and dispute resolution procedures which are available on our website.

26.1.2 If you have a query, a complaint or dispute, contact us via email at info@pooledenergy.com.au or by phone on 1300 364 703.

26.2 Our obligations in handling complaints

26.2.1 If you make a complaint, we will handle your complaint in accordance with our complaints and dispute resolution procedures, which can be found on our website.

26.2.2 We will respond to your complaint within the required time frames set out in our complaints and dispute resolution procedures and inform you:

26.2.2.1 Of the outcome of your complaint and the reasons for our decision; and

26.2.2.2 That if you are not satisfied with our response with regard to the supply of electricity, you have a right to refer the complaint to the Energy Ombudsman in your State with regards to the electricity services.

27. Force Majeure

27.1 Effect of force majeure event

If either party to this Contract cannot meet an obligation under this Contract because of an event outside the control of that party (“a force majeure event”):

27.1.1 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

27.1.2 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.

27.2 Deemed prompt notice

If the effects of a force majeure event are widespread, it is deemed that you have been given prompt notice if we make the necessary information available by way of a 24- hour telephone service, email or website posting within 30 minutes of being advised of the event.

27.3 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.

27.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

28. Applicable Law

This Contract is governed by the laws in force in the State in which your premises are located.

29. Retailer of Last Resort Event

If Pooled Energy is no longer entitled by law to sell Electricity to you due to a Retailer of Last Resort ("RoLR") event occurring in relation to us, we are required under the National Energy Retail Law and the Rules to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and the energy part of this Contract will come to an end.

30. General

30.1 Title

The title and risk in the electricity sold to you under the Contract will pass to you when it is supplied to the point of connection between your premises and the distribution system. The title of the Pool Equipment supplied and operated on your premises by Pooled Energy remains with Pooled Energy other than where explicitly sold in which case title passes on full payment.

30.2 Our obligations

Some obligations placed on us under this Contract may be carried out by another person or sub-contractor. If an obligation is placed on us to do something under this Contract, then:

30.2.1 We are taken to have complied with the obligation if another person or sub-contractor does it on our behalf; and

30.2.2 If the obligation is not complied with, we are still liable to you for the failure to comply with this Contract.

30.3 Amending this Contract

30.3.1 We may amend this Contract by notice (including any of the Contract Terms and Conditions and your Offer of Service) from time to time to:

30.3.1.1 Reflect any laws, codes, regulatory guidelines or instructions by the relevant regulator that are amended or introduced after this Contract commences; and

30.3.1.2 Reflect changes in the underlying costs of electricity and network charges as determined by the Regulator and otherwise in the State in which your pool is located; and

30.3.1.3 Reflect changes in the underlying costs of our provision of Pool Services and changes in our technology that necessitate or result from such changes, but not in a way that contravenes the National Energy Retail Law or the Rules.

30.3.2 If we amend this Contract and provide you notice, you accept these changes unless you cancel your Contract with us within 20 business days of the notice date.

30.4 Transferring the contract

30.4.1 You cannot transfer this Contract to another person or premises or pool without our prior written consent.

30.4.2 We may transfer our rights and obligations under this Contract to another entity:

30.4.2.1 That is a related corporate entity;

30.4.2.2 That has acquired all or substantially all of our business, customer base or licenses to operate;

30.4.2.3 By assigning the benefit of this Contract by way of security to a provider of finance to us;

30.4.2.4 As part of a transfer of all or a substantial number of our customers to a 3rd party; or

30.4.2.5 Otherwise, if you consent.

31. Explanation of Terms

You have the right to cancel this agreement within 10 business days including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

Should you wish to cancel this agreement please use the form provided on the last page of this contract or contact us on 1300 364 703 or via email info@pooledenergy.com.au

31.1 Simplified explanation of terms defined in the National Energy Retail Law and the Rules

AEMO means Australian Energy Market Operator;
billing cycle means the regular recurrent period for which you receive a bill from us, normally monthly;
business day means a day other than a Saturday, a Sunday or a public holiday;

customer means a person who buys or wants to buy energy from a retailer;

customer connection contract means a contract between you and your distributor for the provision of customer connection services;

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

disconnection means an action to prevent the flow of energy to the premises, but does not include an interruption;

distributor means the person who operates the system that connects your premises to the distribution network;

electricity meter refers to the appliance installed at your premises for measuring electricity usage. This Meter must be registered with AEMO and meet the requirements of the National Electricity Rules and relevant procedures;

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 distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity;

energy laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

force majeure event means an event outside the control of a party;

GST has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth)); interruption means the temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include a disconnection;

market offer prices means tariffs and charges that we charge for or in connection with the sale and supply of energy under a market retail contract. These are published on our website;

National Energy Retail Law means the Law of that name that is applied by each participating State and Territory;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator, state or federal energy regulators or ombudsman schemes, and State or Federal Police;

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises;

retailer means a person who is authorised to sell energy to customers;

retailer planned interruption means an interruption that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and
- (b) does not involve the distributor effecting the interruption; and
- (c) is not an interruption which has been planned by your distributor

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

Rules means the National Energy Retail Rules made under the National Energy Retail Law or National Electricity Rules;

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules; and

small customer means:

- (a) a residential customer; or
- (b) a business customer who uses energy at or below a level determined under the National Energy Retail Law or jurisdictional law as it applies.

31.2 Definitions of capitalised terms

Advanced Water Chemistry means Pooled Energy's proprietary chemicals and method of control to provide the SOE;

Authorised Operator means a person or corporation that has legal authority to enter into a Contract for Pool Services and for the modification of existing equipment at the pool and the installation and operation of new equipment provided by Pooled Energy as part of the service;

Consent Form means the personalised form provided to you, which contains an Offer of Service with a summary of the details of the electricity and Pool

Services that are part of that offer. You must complete and sign this form during the period while it is valid, if you wish to accept this Contract;

Contract means your Contract with us that is made up of the documents described in the Preamble;

Contract End Date means the date on which this Contract ends at the end of the contract term or due to termination of the contract by either you or us; Contract Start Date is the date on which this Contract starts as determined under clause 7.1;

Cooling-Off Period is defined in clause 7.2;

Daily Supply Charge means a charge that applies for supplying electricity as specified in your Energy Plan Details) to your premises for each day of the billing period, regardless of how much electricity you use. The Daily Supply Charge may be expressed as “cents per day”, “\$ per billing period” or similarly. The Daily Supply Charge is sometimes referred to as the Supply Charge or the Service Availability Charge;

Electricity Supply Start Date means the date we start supplying energy to your premises following the transfer of your national meter identifier to us by AEMO;

Energy Ombudsman means, if you are a customer with premises in:

- (a) the State of New South Wales – Energy and Water Ombudsman (NSW) Limited ACN 079 718 915; or
 - (b) the State of South Australia – Energy Industry Ombudsman (SA) Limited ACN 089 791 604; or
 - (c) the State of Tasmania – the Ombudsman referred to in the Energy Ombudsman Act 1998 of Tasmania, being the Ombudsman within the meaning of the Ombudsman Act 1978 of Tasmania; or
 - (d) the state of Queensland – the Energy and Water Ombudsman of Queensland ABN 18 534 547 137;
- Energy and Pool Services Price Fact Sheet means a list of the general electricity and Pool Services available from Pooled Energy and their prices;

Establishment Fee means a fee that is charged for the initial set-up of the Pool Equipment and overall system.

This is a fee-for-service and does not entitle you to any ownership of the Pool Equipment or system other than where explicitly stated;

IPC or Intelligent Pool Controller means the control equipment including remote or local power switching modules. This equipment remains the property of Pooled Energy and is operated by Pooled Energy as part of the services offered;

kVA stands for kilovolt-ampere and is a measure of power; **kW** stands for kilowatt and is a measure of power; **kWh** stands for kilowatt hour and is the unit of energy measurement used for your electricity bill;

MWh stands for megawatt hour and is a unit of measurement for energy;

Offer of Service is a market offer made by Pooled Energy comprising a Electricity and Pool Automation Subscription Contract, these Contract Terms and Conditions, an Energy and Pool Automation Price Fact Sheet applicable, and supporting information as needed; **Pool App** means a software application running on certain types of smartphone or tablet for the monitoring and control of your pool;

Your Pool Equipment means the equipment installed at your swimming pool and owned by you;

Our Pool Equipment means the equipment provided at your swimming pool by Pooled Energy but not sold to you and includes the Intelligent Pool Controller hardware and software, our sensors, any power switching modules included, any additional hardware or software specially nominated and advised to you at approximately the time the system is set-to-work and handed over to you, and any information or data produced by the entire system, all of which is the property of Pooled Energy.

Pool Owner (“Owner”) or Swimming Pool Owner means a person who has the legal right to authorise changes to the swimming pool and its equipment at the premises;

Pool Automation are the services listed on your Offer of Service and Electricity and Pool Automation Subscription Contract;

Pool Automation Start Date means the date we start supplying pool automation to your premises. It is normally less than 5 working days after the installation of the IPC which is done by us on a mutually agreed Date.

When the IPC is installed by you, it means the date that the system with IPC is set to work;

Pooled Energy Proprietary Chemicals means the proprietary Pooled Energy chemicals provided as part of the pool services;

SOE means our Standard Operating Environment for pools, their energy and pool equipment management and water chemistry;

Smart Meter means a metering installation that is capable of advanced time of day metering and remote reading and control capabilities; and

Usage Charge means the unit price for energy in “cents per kWh” as specified in your Energy and Pool Services Price Fact Sheet.

Cancellation Notice

Under various Australian Laws, you have the right to cancel the contract with Pooled Energy Pty Ltd during a 10 business-day Cooling-Off Period that begins the day after you sign or receive the contract with Pooled Energy.

To cancel during the Cooling-Off Period contact us by phone on 1300 364 703,
email info@pooledenergy.com.au
or post to PO Box 652, Northbridge, NSW 2063.

You may do this by signing below and returning this form by email or Post within that period.

I wish to cancel the Contract with Pooled Energy Pty Ltd during the Cooling-Off Period

Name

Account Number

Date

Signature



Suite 1, 110 Pacific Highway,
St Leonards NSW 2065
PO Box 652 Northbridge NSW 2063
ABN 31 163 873 078

pooledenergy.com.au

p 1300 354 703

e info@pooledenergy.com.au