

## Terms and conditions

### 1. Warning

The Consumer Credit laws do not apply to this Agreement. Therefore You will not have the protection and Rights which apply to agreements regulated by the Consumer Credit laws. You may consider obtaining independent legal advice on this Agreement before you sign the Application for Credit.

### 2. Keywords

Words printed in capital letters have the meanings given to them in clause 16.

### 3. Loan

We agree to lend you and you agree to borrow the Loan Amount for the Permitted Purpose on the terms of this Agreement.

You direct Us to pay the Loan Amount directly to the Appliance Provider when we receive a notice signed by You (or any one of You) stating that the Goods have been satisfactorily installed.

You authorise Us and Our employees to inspect the Goods prior to Us advancing the Loan Amount at reasonable times after making prior arrangements with You.

### 4. Deposit

You are required to pay a one-third deposit of the total amount owing at the time of application except in the case of an emergency hot water installation.

### 5. Repayments

You must repay the Loan Amount by paying the Installments on their Due Date.

### 6. No charge for loan

We will not charge You any interest or any other amount for provision of the Loan Amount except with reference to clause 11 (where applicable).

### 7. No trust

You warrant that You do not enter into this Agreement as a trustee.

### 8. Default

You will be in Default under this Agreement if:

- You fail to make a payment due under any account You have with Us on or before its Due Date; or
- You fail to pay any Installment on or before its Due Date; or
- You fail to pay the Amount Owing on time; or
- You or another Person give Us incorrect or misleading information in connection with this Agreement; or
- We reasonably believe You, or another Person, have acted fraudulently in connection with this Agreement; or
- You are declared bankrupt or make any arrangement or compromise with Your creditors.

### 9. What can happen if you are in default?

When You are in Default:

- We may elect at any time to give You a notice stating that the Amount Owing is due and payable in full within seven days. The portion of the Amount Owing which was not already due and payable becomes due and payable on the day that notice is given to You; and
- We may, in addition, do anything else the law allows Us to do, including demanding payment from You for the Amount Owing.

The applicant's records may be listed as a Default with ActewAGL's credit reporting agency in the event of non-compliance with the terms and conditions of this application.

### 10. Property and appliance conditions

If any or all of the following changes occur in respect of either the property in which the Goods are installed, or the Goods themselves, the Loan Amount is to be paid out within seven days:

- if the property ceases to have Energy supplied by Us; or
- the property is disposed of or sold, and/or You no longer hold an Energy account with Us; or
- the Goods no longer have their Energy supplied by Us.

### 11. Enforcement expenses

When We ask, you must pay Us the reasonable expenses We incur in enforcing this Agreement after you are in Default. This applies to expenses We incur before or after taking action under clause 9.

### 12. What happens to money We receive?

Money received under this Agreement is to be used towards paying the Amount Owing unless We are obliged to pay the money to anyone with a prior claim.

If, at the time We receive the money, any part of the Amount Owing is not then due for payment, We may retain an amount equal to that part.

We must pay any money remaining after the Amount Owing is paid either to You or to another Person entitled to it.

We need not credit You with money until as soon as practicable after We actually receive it and funds are cleared by a financial institution.

### 13. Release and indemnity

**This clause limits our liability to you. Please read this clause carefully.**

You release Us from all claims, suits, demands, obligations, claims for costs and expenses and all other proceedings whatsoever arising out of or in any way connected with the Goods or the manufacturer of the Goods.

You acknowledge that no agency relationship exists between Us and the Appliance Provider and that We are not responsible for any act or omission of the Appliance Provider. You release Us from all claims, suits, demands, obligations, claims for costs and expenses and all other proceedings whatsoever arising out of or in any way connected with the Appliance Provider, their acts, omissions and the Goods installed by them.

You indemnify Us against all obligations and losses arising out of or in any way connected with the matters referred to in this clause 13.

Any GST imposed on Us as a result of Our calling on Your indemnity must be paid by You to Us on demand.

### 14. General

Each payment by You must be made without set-off, deduction or counterclaim. If a payment by You is due on a day on which We are not open for that kind of business, it must be made on the preceding day on which We are open for that kind of business. We may exercise a Right at Our discretion, and separately or at the same time as another Right. A single or partial exercise of a Right by us does not prevent a further exercise of that or an exercise of any other Right. Failure by Us to exercise or delay in exercising a Right does not prevent its exercise. We are not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a Right whether or not caused by our negligence.

A provision of or a Right created under this Agreement may not be waived or varied except in writing signed by both parties.

Any present or future Law which varies Your obligations under this Agreement in a manner adverse to Us is excluded to the extent that its exclusion is not prohibited or ineffective under that, or any other Law.

We may (without notice) apply any credit balance in any account You hold with Us towards satisfaction of any amount then payable by You to Us under this Agreement and may do everything that is required for that purpose.

You authorise Us to correct any clerical error in this Agreement.

If You are more than one Person, each of those Persons is liable for all Your obligations under this Agreement both separately on their own and jointly with any one or more or all of the others.

Our Rights under this Agreement are in addition to our Rights under the Law independent of this Agreement.

Time is of the essence of this Agreement in respect of any of Your obligations to pay money.

This Agreement is governed by the laws in force in the Australian Capital Territory. You submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

### 15. Notices

Notices to be given to us may be sent by post or facsimile to, or left with one of Our officers at, Our address on the first page of this the Application For Credit or at any other address notified by Us from time to time.

Notices to be given to You may be delivered to You personally (or if You consist of more than one Person, to the first of them named in the Application For credit) or left at or sent by post or facsimile to the address or the place of residence last known to Us.

A notice sent by Us by post is deemed to have been received on the third day after posting.

### 16. Meaning of words

In this Agreement, unless the context otherwise requires:

**Appliance Provider** means the appliance provider referred to in the Application For Credit

**Agreement** means the agreement constituted by these terms and conditions and the Application For Credit

**Amount Owing** means, at any time, all money which one or more of You owe Us, or will or may owe Us in the future, including all:

- Installments that remain unpaid
- Default Charges
- Enforcement Expenses

**Application For Credit** means the Appliance Payment Plan Application Sections A and B

**Approved Product** means the appliances specified in the Application For Credit

**Default** has the meaning given to it in clause 8

**Default Charge** means all amounts payable by You under clause 8 and 9

**Determined By Us and We Determine** mean determined or permitted by Us in writing in Our absolute discretion

**Due Date** means each due date for payment of an Installment, as set out in the Application For Credit and notified to You

**Energy** means Electricity and/or Natural Gas (as applicable)

**Enforcement Expenses** means all expenses referred to in clause 11

**Goods** means Approved Products to be installed by the Appliance Provider for the Permitted Purpose

**GST** has the same meaning as in the **A New Tax System** (Goods and Services Tax) Act 1999

**Installment** means each installment referred to in the Application For Credit

**Law** means the common law, principles of equity and laws made by the parliament or under its authority (including consolidations, amendments, re-enactments and replacements of them)

**Loan Amount** means the amount of the credit requested under the Application For Credit

**Permitted Purpose** means to acquire Approved Products from the Appliance Provider for domestic use

**Person** means a legal entity, and includes an individual and a company

**Right** means a right, power, authority or remedy

**ActewAGL, We, Us, and Our** means ActewAGL Retail ABN 46 221 314 841 a partnership of Icon Retail Investments Limited ABN 23 074 371 207 and AGL ACT Retail Investments Pty Ltd ABN 53 093 631 586

**You and Your** means the Person or Persons named in the Application For Credit. If there are more than one, You means each of them separately and every two or more of them jointly. You includes Permitted successors and assigns.

"Including", "includes" and "in particular" do not limit the generality of the subject matter which precedes them or to which they refer.

The singular number includes the plural and vice versa.

A reference to any document includes a variation or replacement of it and a reference to any thing (including an amount of money) includes the whole and each part of it.