

## TERMS & CONDITIONS

The privacy of customer information is of vital importance to Direct Connect.

### 1. DEFINITIONS

'Agent' means a licensed estate agent within the meaning of the Estate Agents Act 1980 (including an agent's representative) who is engaged or appointed to do estate agency work for the Customer;

'Agreement' means the application form signed by the Customer for the provision of Services by DCA and the Terms;

'Covered Expenses' means reasonable out of pocket expenses incurred by the Customer as a direct result of the connection of electricity and / or gas not occurring on the date requested by the Customer, but does not include any expenses incurred as a result of:

- (a) a situation in which the Customer's energy is connected on the nominated connection date but the Customer mistakenly believes that the energy has not been connected;
- (b) loss of income (time off work);
- (c) loss of business revenue;
- (d) petrol costs, however incurred; or
- (e) loss of or injury to animals or fish.

'Customer' means the person, firm or corporation, jointly and severally if there is more than one, acquiring the Services;

'DCA' means Direct Connect Australia Pty Limited of Level 1, 15 Shierlaw Avenue, Canterbury, VIC 3126 and its permitted successors and assigns;

'Premises' means the Customer's premises to be supplied/connected as specified in the Agreement;

'Recommended Service Providers' means the service providers with whom DCA has integrated systems, allowing DCA to monitor the connection process.

'Services' means the services supplied by DCA to the Customer in arranging for the connection and disconnection of the utility services and provision of other services; and

'Terms' means these Terms and Conditions of supply.

### 2. BASIS OF AGREEMENT

2.1 The Terms apply exclusively to every contract for the supply of Services by DCA to the Customer and cannot be varied or supplanted by any other conditions without the prior written consent of DCA.

2.2 By signing the Agreement, the Customer authorises and appoints DCA to provide the Services.

2.3 The Agreement is accepted by DCA when DCA confirms its acceptance of an offer from the Customer by telephone, or supplies the Customer with the Services.

2.4 DCA in its absolute discretion may refuse to accept any signed Agreement.

2.5 It is the Customer's responsibility to provide DCA with its specific requirements in relation to the Services.

2.6 DCA may vary or amend these Terms by notice in writing to the Customer at any time.

### 3. INVITATION TO CONTACT

3.1 By signing the Agreement, the Customer invites DCA to contact the Customer by any means (including by telephone or SMS even if the Customer's telephone number is on the Do Not Call Register) in order to:

- (a) provide the Services to the Customer;
- (b) enter into negotiations with the Customer relating to the supply of the requested utilities or other services as agent for service providers; and
- (c) market or promote any of the utilities and other services listed in the Agreement.

This consent will continue for a period of 1 year from the date the Customer enters into the Agreement.

### 4. FEES

4.1 The Customer does not pay any fee to DCA for the supply of the Services.

4.2 The Customer will be solely responsible for all amounts payable in relation to the connection and/or supply of the utility or other services including all standard connection fees and deposits required by various utility or other service providers.

4.3 The Customer is solely responsible for any additional service fees that may be imposed by utility or other service providers for any after hours connections.

4.4 DCA, its associates, agents and contractors may receive a fee from a provider of services and such fee will not be rebated to the Customer.

4.5 The Agent may receive a fee from DCA in connection with the provision of the Services.

## 5. UTILITY PROVIDERS TERMS AND CONDITIONS

5.1 The Customer acknowledges that the utility and other services will be activated according to any applicable regulations relevant to the utility and other service providers.

5.2 The Customer accepts the time frames and terms and conditions of the requested utility and other service providers

## 6. DEFAULT AND TERMINATION

6.1 Where, at DCA's option:

(a) the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or

(b) the Customer is a corporation and it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of

its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up, of the Customer, DCA may cease or suspend for such period as DCA thinks fit, the supply of any further Services to the Customer and may by notice in writing to the Customer, terminate any Agreement with the Customer so far as unperformed by DCA.

## 7. PERFORMANCE OF AGREEMENT

7.1 Except as provided in clause 8, any period or date for connection, disconnection or provision of Services stated by DCA is intended as an estimate only and is not a contractual commitment. DCA will use its best reasonable endeavours to meet any estimated dates for connection, disconnection or completion of the Services.

## 8. ALWAYS ON GUARANTEE

8.1 This clause 8 sets out the terms and conditions applicable to the Always On Guarantee. The Always On Guarantee applies if the Customer:

(a) confirms during the telephone call with a DCA customer service representative that the Customer wishes to connect their gas and/or electricity with one of DCA's Recommended Service Providers;

(b) provides DCA with the correct address and connection date;

(c) provides clear access to the premises on the nominated connection date;

(d) turns their mains switch or switches off prior to the nominated connection date; and

(e) completes any other requirements as requested by DCA.

8.2 The Always On Guarantee does not apply:

(a) if the supply of energy is arranged by a body corporate, owners' corporation or other similar body;

(b) in relation to the supply of liquefied petroleum gas (LPG) to a property; or

(c) in relation to the supply of energy from an embedded network as this will not constitute supply from a Recommended Service Provider.

8.3 If the Always On Guarantee applies, DCA guarantees that the Customer's gas and/or electricity connection(s) will occur by the date requested by the Customer, subject to the terms and conditions set out in this clause 8.

8.4 If the Always On Guarantee applies, and the Customer's gas and / or electricity connection(s) do not occur on the date requested by the Customer, DCA will:

(a) investigate the issue and use its best endeavours to solve the connection problem as soon as possible;

(b) reimburse the Customer for any Covered Expenses for which the Customer is eligible.

8.5 The Always On Guarantee only covers the energy type for which the Customer uses a Recommended Service Provider.

For example, if the Customer uses a Recommended Service Provider for electricity but not for gas, only the Customer's electricity supply is covered by the Always On Guarantee.

8.6 In order to claim under the Always On Guarantee, the Customer must contact Direct Connect within two (2) weeks of the nominated connection date by telephone, post, fax or email and provide details of their case and written evidence of any expenses claimed. The expense of claiming under the Always On Guarantee (if any) will be borne by the Customer.

8.7 The Always On Guarantee is provided to the Customer in addition to any other warranty, right, remedy or consumer guarantee implied

by any applicable law which is non-excludable. However, all other implied warranties are expressly excluded.

8.8 The following statement is provided if the Customer is a 'consumer' under the Australian Consumer Law: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the good repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## 9. ACCESS

9.1 The Customer must provide the relevant suppliers, utility companies and other service providers and their equipment, safe, suitable and unhindered access to the Premises to read and maintain the meters, allow the connection and disconnection of the nominated utilities and carry out other necessary testing and repairs.

9.2 DCA may obtain the National Metering Identifier and / or the Meter Installation Reference Number for the Premises to obtain supply details.

## 10. LIABILITY

10.1 Except as provided in clause 8, DCA does not warrant or guarantee the quality, frequency and continuity of supply of the utility services to the Premises. DCA shall not be liable for any claims with respect to quality, frequency, continuity or reliability of supply of the utility services, including but not limited to, inadequate pressure and interruptions.

10.2 If the delivery of the Services is delayed or prevented by circumstances caused by the Customer, including that the Customer is not able to accept delivery or has the electricity main switch or switches on at the time of connection, DCA shall not be liable. Any liability otherwise arising under clause 8 is expressly excluded.

10.3 Except as provided in clause 8, and to the extent permitted by law, DCA shall not be liable for any loss or damage to any person or property as a result of the provision of the Services or any act or omission by the utility or other service provider or for any loss caused by or in connection with any delay in, or failure to connect or disconnect or provide the requested utilities or other services.

10.4 Except as provided in clause 8, and to the extent permitted by law, liability arising under or in connection with the description, quality, performance or fitness for purpose of the Services is limited to the re-supply of the Services.

10.5 Except as provided in clause 8, and to the extent permitted by law, DCA is not liable for any direct or indirect or consequential losses or expenses suffered by the Customer or any third party, as a result of the provision of the Services, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.

10.6 Except as provided in clause 8, and to the extent permitted by law, DCA is not liable for any loss or damage suffered by the Customer where DCA has failed to meet any delivery or connection date or cancels or suspends the supply of Services.

10.7 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of attempting to exclude, restrict or modify the application of any State or Federal legislation applicable to the provision of Services that cannot be excluded, restricted or modified.

## 11. CUSTOMER'S OBLIGATIONS

11.1 The Customer must not do anything that will cause harm or impose any liability on DCA.

11.2 The Customer indemnifies DCA for any claims against DCA, including those from third parties, and for all losses, damages and liabilities DCA may suffer or incur in connection with any claims which arise as a result of any act or omission by the Customer or the utility or other service provider.

11.3 The Customer will be solely responsible for all amounts payable in relation to the connections and/or supply of the utility or other services.

## 12. FORCE MAJEURE

12.1 If, through circumstances beyond its control, DCA is unable to effect delivery or provision of the Services, then DCA may, at its option, suspend its obligations or cancel the Customer's Agreement (even if it has already been accepted) by notice in writing to the Customer.

12.2 If this clause 12 applies, to the extent permitted by law, DCA has no obligations or liability to the Customer arising under the Agreement or the Terms.

## 13. PRIVACY

13.1 DCA is bound by the Privacy Act 1988 and takes steps to ensure that all Personal information obtained from the Customer is appropriately collected, stored, used, disclosed and transferred. The Customer may access such information by request to DCA in

accordance with the Privacy Act and our privacy policy, available at [www.directconnect.com.au/privacy-policy](http://www.directconnect.com.au/privacy-policy).

13.2 DCA is authorised to provide any information disclosed by the Customer to a supplier or potential supplier of utility or other services or in relation to such services for the purpose of providing the services, completing the connections or disconnections and to obtain any information necessary in relation to such services.

13.3 DCA will endeavour to answer any queries and resolve any disputes in relation to the connection services in a timely manner. All queries of a technical nature in relation to the utility or other services must be directed to the relevant service provider.

#### 14. MISCELLANEOUS

14.1 The laws of Victoria, as amended from time to time, governs the Agreement and the parties agree to the exclusive jurisdiction of the courts and tribunals of Victoria, the Federal Court of Australia, and courts entitled to hear appeals from those courts and tribunals.