

PO Box 7285
Melbourne, VIC 3004
1300 49 40 80
www.ocenergy.com.au

The Owner/Occupier

The Carlson
315-321 La Trobe Street
Melbourne, VIC 3000.

Dear Sir/Madam,

Re: Supply of Electricity to The Carlson Apartments

Congratulations on the purchase of your apartment at 315-321 La Trobe Street, Melbourne.

The Carlson has been built using an embedded electrical network contracted to OC Energy Pty Ltd for the supply of electricity. To get electricity connected to your apartment you will need to apply formally to OC Energy Pty Ltd for electricity supply in one of the following ways:

- 1. On-line:** Visit our website at www.ocenergy.com.au and complete an application form on-line.
- 2.** Print and complete the Application Form accompanying this letter and return to us

By email to: info@ocenergy.com.au

By post to: OC Energy Pty Ltd
PO Box 7285
Melbourne, VIC 3004

The electricity supply that was pre-installed at 315-321 La Trobe Street was constructed as an embedded network, so that on-going network costs would be reduced and bulk-buying of electricity would be possible. The benefit to the occupier or tenant is a cheaper rate for their electricity usage than is otherwise available from other retailers, as well as reduced common area costs.

What is an Embedded Network?

The whole site is supplied by one connection from the local distribution network (distributor) and is metered by a 'parent' meter, which is located on the network boundary. In this situation OC Energy acts as Agent for the Owners Corporation, instead of each individual tenant, and becomes the customer of the distributor and the retailer. The on-site wiring and metering is required to distribute the electricity from the parent meter to the tenants and common areas and is called an Embedded Network.

What is on-selling?

OC Energy Pty Ltd acts as an intermediary, purchasing through one consolidated account the electricity to meet the needs of all the participating Occupiers and Tenants and common areas at the site. OC Energy then sells the electricity to each Occupier/Tenant on the basis of the tenant's actual meter readings – this is called “on-selling”.

Benefits of On-Selling

On-selling in an embedded network enables electricity to be supplied to the site more efficiently.

OC Energy uses the operational savings and reduced ongoing costs to provide savings to Occupiers/Tenants on their usage charges (usually 10%), to reduce the cost of common area and other electricity expenses, and recover the costs of establishing the infrastructure.

What is the role of OC Energy?

OC Energy Pty Ltd are specialists in electricity on-selling. We were engaged by the Owners Corporation to manage the meter reading, billing, reconciliations, customer relations and guidance so that the electricity on-selling is conducted professionally from the site perspective. OC Energy is not allied with any retailers although we have the contacts to optimise electricity purchasing for the site. Payment by Occupiers/Tenants for their electricity usage is made directly to OC Energy via a wide range of methods.

What is different for Occupiers/Tenants?

Not much change except your invoices are issued by OC Energy Pty Ltd and you will save money. The on-selling offer is generally the best available offer for your situation and the embedded network provides cheaper electricity and superior customer service to you as Occupiers/Tenants. However, customers have the right to choose their own electricity retailer due to market deregulation. Your consumer rights are covered by the Energy Retail Code.

Gas Supply to your Apartment - Nil

OC Energy has no involvement in the gas retailing at the site. If you have any questions about gas, you should contact the Owners Corporation manager.

For further information on OC Energy, please visit our website at www.ocenergy.com.au or call 1300 49 40 80.

Yours faithfully,
OC ENERGY PTY LTD

Frequently Asked Questions



Who is OC Energy?

OC Energy is a specialist supplier of electricity to multi-unit high rise developments. We operate a number of embedded networks across Melbourne and we are continuing to grow.

OC Energy purchases electricity at the point of supply to the embedded network and then on-sells electricity to residents at a discount to normal electricity prices. The benefit to the tenant of the bulk-buying of electricity means a cheaper rate for their electricity usage than is available from other retailers.

What is an embedded network?

An embedded network is a formalised arrangement providing consumers within the embedded network to purchase cheaper (bulk) electricity.

What are the benefits of an embedded network?

There are considerable benefits to owners, managers and tenants in the form of cheaper electricity, easier management of electricity situations, greater flexibility in electricity relationships and opportunities to further reduce costs by introducing energy saving measures. Embedded networks can also minimise the impact of any future electricity price increases

Do I have the right to choose an energy retailer?

Since 2002, all Victorian electricity and gas customers have been able to choose their energy retailer and type of contract or energy plan.

How often will I receive bills from OC Energy?

OC Energy issues bills every 2 months. Your OC Energy bill will state the date of the next scheduled meter reading for your apartment. You can expect to receive your OC Energy bill 1 to 2 weeks after the date of the meter reading. Bills will always be based on actual meter reads, never estimates.

What tariff am I on?

The most obvious place to find your tariff is on your most recent bill. If you need assistance, please call us on 1300 49 40 80 or email us at info@ocenergy.com.au – don't forget to include your address and account details.

How can I pay my OC Energy bill?

OC Energy offers a range of payment options, including:

Credit/Debit card: Please call 1300 49 40 80 or visit www.ocenergy.com.au

BPAY: Please refer to invoice for Biller Code and your customer reference number.

Cheque/Money Order: Mail your cheque or money order (payable to OC Energy Pty Ltd) together with the payment slip from your bill to:

OC Energy Pty Ltd
PO Box 7285
Melbourne Vic 3004

Additional payment information can be found in OC Energy invoices.

What should I do if there is an interruption to my electricity supply?

Energy providers do their best to ensure interruptions do not occur, but from time to time something may happen that affects your power supply. Such interruptions can be caused by storms, heat waves or work being done in your area.

Your first step should be to check whether the problem with your electricity supply is limited to your apartment – do your neighbours have power, and is there power to the common areas? If the outage is confined to your apartment, please check that all of the switches in the switchboard in your apartment are in the “on” position and/or contact your preferred electrician for assistance.

If the interruption extends to your neighbours and the common property you should contact CitiPower, your local distributor, on 13 12 80 for information about the status of your power supply.

CitiPower’s website (<http://www.powercor.com.au/>) also contains frequently updated information on current outages in your area.

I am renting out my apartment – what do I need to do?

Please ensure that the incoming tenant and your managing agent are aware that OC Energy operates the embedded network for the development.

Your tenant will need to provide us with certain information in order to enable the electricity account to be transferred into their name. This information can be provided via the connection form available at our website at www.ocenergy.com.au. Alternatively, your tenant can contact us directly by calling 1300 49 40 80 or by email to info@ocenergy.com.au.

What should I do if I'm moving out of my apartment?

As soon as possible, please notify us of the date you intend to move by filling out and returning to us the disconnection form available on our website at www.ocenergy.com.au. You must ensure that a forwarding address is provided to us prior to moving out of your apartment. We will then arrange for a meter reading to be undertaken and for a final bill to be issued to you.

Am I entitled to a concession on my OC Energy bill?

Depending on your individual circumstances you may be entitled to a concession on your electricity account. Concessions may be available to customers holding an eligible Pensioner Card, Healthcare Card or Goldcard on behalf of the Department of Human Services. To claim the concession, you will need to submit a Non-Mains Energy Concession Form to the Department of Human Services. The form can be obtained from the Department’s website at www.dhs.vic.gov.au.

Residential Electricity Supply Agreement

By entering into this agreement, you agree to OC Energy managing the supply of electricity to your property.
Please complete this form in black ink using capital letters, then sign and return it to OC Energy by:

EMAIL: info@ocenergy.com.au POST: PO Box 7285, Melbourne Vic 3004 or FAX: 03 8888 7978



Customer Details Mr Mrs Miss Ms Other

First Name <input type="text"/>	Middle Name <input type="text"/>	Business Name <input type="text"/>	
Surname <input type="text"/>	Date of Birth (dd-mm-yy) <input type="text"/>	ABN <input type="text"/>	Business Phone <input type="text"/>
Drivers Licence Number <input type="text"/>	State <input type="text"/>	Passport No. <input type="text"/>	Country of issue <input type="text"/>
email <input type="text"/>		Home Phone <input type="text"/>	Mobile Phone <input type="text"/>

Your monthly accounts will be emailed to you.

Do you also require bills to be posted to you? Yes No

Do you require electricity for life support reasons? Yes No

I require next business day connection (additional fees apply).

We must receive this agreement, properly completed and signed, by 12 noon on the business day prior.

Commence Date (dd-mm-yy)

Property (Supply Address)

Property Owner Property Tenant

Unit <input type="text"/>	Street <input type="text"/>	Suburb <input type="text"/>	State <input type="text"/>	Postcode <input type="text"/>
------------------------------	--------------------------------	--------------------------------	-------------------------------	----------------------------------

Postal Address (Only if different from Supply Address and you require bills by post)

Unit <input type="text"/>	Street <input type="text"/>	Suburb <input type="text"/>	State <input type="text"/>	Postcode <input type="text"/>
------------------------------	--------------------------------	--------------------------------	-------------------------------	----------------------------------

Leasing Agent Tenants must complete Leasing Agent information

Company <input type="text"/>	Contact Person <input type="text"/>	Phone <input type="text"/>		
Address <input type="text"/>	Suburb <input type="text"/>	State <input type="text"/>	Postcode <input type="text"/>	email <input type="text"/>

Credit Card Details (for security purposes) Mastercard Visa *We do not accept Amex, Diners Club or Debit Cards

I agree that if an outstanding bill amount is more than 30 days overdue from the due date for payment, then I agree to OC Energy Pty Ltd charging to my credit card the total overdue amount.

This authority continues until payment in full of my/our last bill issued after I/we have given a disconnection notice under clause 8 of this agreement.

Credit card No. <input type="text"/>	Card expiry (mm/yy) <input type="text"/>	CVC <input type="text"/>
---	---	-----------------------------

Name on card <input type="text"/>	Signature <input type="text"/>
--------------------------------------	-----------------------------------

Declaration

I/We acknowledge that I/we have read and understood the OC Energy terms and conditions on page 2 of this agreement and agree to be bound by them.

Date

Signature

Print Name

Terms and Conditions



General

1. The customer authorises OC Energy Pty Ltd ("OC Energy") to act as agent and facilitator for the on-selling of electricity to the property on the terms and conditions set out below.
2. The customer agrees:
 - (a) OC Energy or its representative may take all steps necessary to provide electricity to the property,
 - (b) OC Energy may enter the property to read, connect, disconnect, inspect, test maintain, repair, update and/or remove the metering equipment,
 - (c) all meters and associated equipment remains the property of OC Energy,
 - (d) not to interfere with, alter or damage in any way any metering equipment or electrical wiring installed by or belonging to OC Energy,
 - (e) if this agreement is signed by more than one person, then each person will be jointly and severally liable under this agreement.
3. The customer acknowledges that he/she has the right to elect to purchase electricity from a licensed retailer of his/her choice.

Fees and Charges

4. The customer agrees to pay to OC Energy the charges for and associated with the supply and usage of electricity at the property. The charges will be at the relevant tariff and service to property rate set by OC Energy from time to time. The customer acknowledges that these rates may change, and that if they do change, OC Energy will give the customer notice as soon as practicable and, in any event, no later than the customer's next bill.
5. OC Energy may charge additional fees for:
 - (a) connection or disconnection of the customer's service;
 - (b) same day or next day connection;
 - (c) reconnection of a service which has been suspended or disconnected by OC Energy for non-payment by the customer;
 - (d) a final meter read where the customer terminates this agreement;
 - (e) postage and handling fees where the customer requests invoices be sent by post;
 - (f) payment processing fees where payment is made by credit card; and
 - (g) any bank, merchant or re-processing fees incurred by OC Energy as a consequence of a declined payment from the customer.
6. The customer acknowledges that the cost of any charge or fee referred to above can be obtained by contacting OC Energy.
7. If any tax, impost or similar charge is imposed on OC Energy (either directly or indirectly) in respect of carbon emissions or greenhouse gas emissions, OC Energy may increase the relevant tariff to include such tax, impost or similar charge.

Payment

8. The customer must give OC Energy not less than 3 days written notice if the customer wishes to disconnect the electricity supply to the property. To be valid, the notice must include a forwarding address to which a final bill may be sent. If valid notification has not been given to OC Energy, then the customer agrees that the customer will remain liable for all charges incurred under this agreement until 3 days after a valid notice is given to OC Energy.
9. The customer agrees to OC Energy charging to the customer's credit card on or after the due date for payment the outstanding amount payable for all charges for the supply and consumption of electricity at the property billed under this agreement. This authority continues until payment in full of the customer's last bill issued after the customer has given a disconnection notice under clause 8 of this agreement.
10. If the customer does not provide credit card details with this agreement, then OC Energy reserves the right to refuse electricity supply to the property, or to disconnect supply if the customer refuses to provide credit card details when requested by OC Energy (unless OC Energy specifically waives this requirement).
11. The customer shall be liable for any expenses, costs or disbursements incurred by OC Energy in recovering any monies owing to it, including but not limited to debt collection agency fees and legal costs.
12. Where the customer is a tenant occupying the property, the customer irrevocably authorise OC Energy and the leasing agent to deduct from the customer's rental bond any amount owing to OC Energy on a final bill issued to the customer.

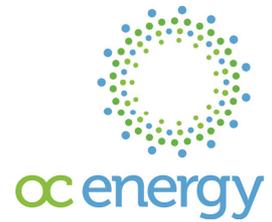
Privacy

13. The customer authorises OC Energy to provide information about the customer to credit reporting agencies for the purpose of obtaining a credit report.

Liability

14. The customer acknowledges that OC Energy does not own or operator the electrical network and related infrastructure (except the meter and associated equipment) through which electricity is provided. The customer agrees that OC Energy, its representatives, employees and agents are not responsible, nor liable for any failure, interruption or fault in the supply of electricity to the property.
15. To maximum extent permitted by law, the customer releases OC Energy, its employees, agents and representatives from all claims and all liability whatsoever arising from or related to the supply and use of electricity by the customer, including but not limited to all claims for financial loss, any claim by a third party, and for property damage.
16. OC Energy's liability under this Agreement is limited to the maximum extent permitted by section 64A of Sch 2 to the Competition and Consumer Act 2010 (Cth). To the extent that it is fair and reasonable to do so, OC Energy's liability under this Agreement is limited to the cost of electricity supply for any period during which supply has been affected.

Direct Debit Application Form



Customer Account No. (If known)

Note, this form must be filled and returned to OC Energy Pty Ltd along with your Services Application form.

Supply Address

Tenant 1

Tenant 2

Unit No.

Building

Street

Suburb

State

Postcode

DIRECT DEBIT REQUEST

Note: Direct Debit is not available from all account types; please check with your bank/financial institution.

Name of Financial Institution

Branch

Account in the name of:

Account details:

Cheque Savings BSB Account Number

- I/we authorise OC Energy Pty Ltd (the debit user) to debit the monthly invoiced amount from the account detailed in the schedule above, on the due date of the monthly invoice.
 - I/we understand that disputes must be raised (in writing) no less than 5 days prior to the direct debit date in the event that I/we dispute the invoiced amount, and that failure to notify within this time frame may result in the debit occurring as scheduled.
 - I/we authorise and request that this Debit User Request remains in force until canceled, deferred or otherwise altered in accordance with the Service Agreement.
 - I/we have read and understood the Service Agreement attached and agree to its terms.
 - I/we agree that an electronic reproduction of this document, or any other information in this document, will have the same legal effect as the original of this document.
- Please ensure that account details are correct and that this request is signed by the required number of authorised signatories.

Date Signature Date Signature

OR CREDIT CARD DETAILS

MC Visa Credit Card No:

Credit Card in the name of:

Expiry Date

Date Signature

Direct Debit Service Agreement

- OC Energy Pty Ltd ABN 62 144 655 514 User ID 465 134 (Debit User) will initiate Direct Debit payments on the date indicated as the "Payment Due By Date" on your electricity bill. This will be 14 days from the date that the bill was issued, or later as indicated in item 8 below.
- Direct payments will be made when due. OC Energy Pty Ltd will not issue individual confirmation of payments made.
- OC Energy Pty Ltd will give the customer at least 14 days written notice if OC Energy Pty Ltd proposes to vary the details of this arrangement, including the frequency of payments. A Dishonor Fee of \$25.00 excluding GST is payable on any Direct Debit dishonor.
- Direct Debiting is not available on the full range of accounts at all financial institutions. If in doubt, the customer should check with the financial institution at which the account is held.
- The customer should ensure that account details given in the schedule are correct by checking against a recent statement from the financial institution at which the account is held. You must notify OC Energy Pty Ltd if the nominated bank account or credit card account has been closed and provide details of the replacement account/s.
- By signing the Direct Debit Application, the customer warrants and represents that he/she/they, is/are duly authorised to request debiting from the accounts described in the Schedule.
- It is the customer's responsibility to have sufficient funds in the account to be debited to enable debit payments to be made in accordance with the Direct Debit Authority.
- If a direct debit falls due on any day which is not a business day, the debit will be made on the next business day.
- If a direct debit is returned unpaid, the customer may be charged a fee for each unpaid item and any fees incurred by OC Energy Pty Ltd may be passed on to you.
- Except to the extent that disclosure is necessary in order to process direct payments, investigate and resolve disputed transactions or is otherwise required by law, OC Energy Pty Ltd will keep details of the account and debit payments confidential.
- Please direct any queries or questions regarding this Direct Debit arrangement, or where you consider that a Direct Debit has been made incorrectly, to OC Energy Pty Ltd Customer Service Team on 1300 49 4080 or your financial institution.

Direct Debit Request

OC Energy Pty Ltd
PO Box 7285
Melbourne VIC 3004
Phone: 1300 49 40 80



Request and Authority to debit the account named below to pay OC Energy Pty Ltd

Request and Authority to debit	<p>Your Surname or company name _____</p> <p>Your Given names or ABN/ARBN _____ "you"</p> <p>request OC Energy Pty Ltd (Direct Entry ID 465134) to arrange, through its own financial institution, a debit to your nominated account any amount OC Energy Pty Ltd has deemed payable by <i>you</i>.</p> <p>This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from <i>your</i> account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.</p>
Insert the name and address of financial institution at which account is held	<p>Financial institution name _____</p> <p>Address _____</p>
Insert details of account to be debited	<p>Name/s on account _____</p> <p>BSB number (Must be 6 Digits) _ _ _ _ - _ _ _ _ </p> <p>Account number _ _ _ _ _ _ _ _ _ _ _ _ _ _ </p>
Acknowledgment	<p>By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and OC Energy Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.</p>
Insert your signature and address	<p>Signature _____ (If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p>Address _____</p> <p>Date ___ / ___ / ___</p>
Second account signatory (if required)	<p>Signature _____ (If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p>Address _____</p> <p>Date ___ / ___ / ___</p>