

BODY CORPORATE FOR CIRCLE ON CAVILL

CTS 39918 · ABN 28 990 287 721

RESIDENTIAL APPLICATION

for the Supply of Utilities (Electricity · Gas · Hot & Cold Water)

PROPERTY & CONNECTION DETAILS

Building			
Address	9 Ferny Ave, Surfers Paradise, Qld 4217		
Lot / Unit No.		Connection Date	
Real Estate / Letting Agent		Agent Licence No.	

APPLICANT 1

Status (tick one)	☐ Owner ☐ Tenant		
Given Name		Surname	
Email			
Mobile		Home Phone	
Employer		Employer Contact Name	
Employer Contact Number			
PROOF OF IDENTIFICATION			
Verified By		Date of Birth	
NEXT OF KIN			
Name		Contact Details	

APPLICANT 2

Status (tick one)	☐ Owner ☐ Tenant		
Given Name		Surname	
Email			
Mobile		Home Phone	
Employer		Employer Contact Name	

Employer Contact Number			
PROOF OF IDENTIFICATION			
Verified By		Date of Birth	
NEXT OF KIN			
Name		Contact Details	

AUSTRALIAN POSTAL ADDRESS

If different from the supply address above.

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ACCOUNT PREFERENCES

Are you eligible to claim the Queensland Government Electricity Rebate?	☐ Yes	☐ No
Is anyone at the premises a life support customer? <i>(If yes, a letter from a medical practitioner is required)</i>	☐ Yes	☐ No
Would you like to pay by Direct Debit?	☐ Yes	☐ No
Would you like to receive your invoice via email?	☐ Yes	☐ No

If yes, email address for invoices	
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By signing this form, you accept the Terms and Conditions set out on the following pages.

Signature of Applicant 1

Signature of Applicant 2

Date

Date

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SCHEDULE OF COST PRICES

All prices listed, excluding water and security, are plus GST (currently 10%).

UTILITY UNIT RATES	
Electricity — Default Market Offer (DMO) less 10%	\$0.175000 / kWh
Water — Cold (GST not chargeable on water)	\$0.00568 / litre
Water — Hot (GST not chargeable on water)	\$0.00383 / litre
Water heating — first 125 litres per day (delivered)	\$0.0072 / litre
Water heating — after 125 litres per day (delivered)	\$0.0055 / litre
Daily supply charge — electricity, gas & hot water (single combined charge)	[TO BE CONFIRMED] / day
ADDITIONAL FEES	
Connection cost (per application)	\$35.00 + GST
Disconnection / reconnection	\$22.96 (incl. GST)
Late payment fee	\$15.00 (GST exempt)
Fault investigation	Q.P.R.
Paper bill fee	\$2.15 (incl. GST)

This Schedule should be read together with the AER Factsheet — How to Access Retailers for Your Energy Needs if You Live in an Embedded Network — and the Body Corporate's Hardship Policy and Family Violence Policy, copies of which are available on request.

Terms and Conditions

1. Definitions

'Body Corporate' means Circle on Cavill CTS 39918.

'You' means the Applicant/s for the supply of electricity.

'Postal Address' means the Australian address nominated by you on page one of this form, or as otherwise notified in writing to the Body Corporate.

'Premises' means the address for the delivery of the Utility.

'Utility' means electricity, gas, hot and cold water.

'Final Account' means the last invoice generated once your final meter reads have been taken into account.

2. Bulk Supply Arrangement

The Body Corporate has entered into an agreement for the bulk supply of gas and water to the premises, as well as electricity.

3. Your Choice of Supplier

The Body Corporate offers to supply you with electricity. You do not have to accept this offer — you may obtain your electricity independently of the Body Corporate.

- You are not obliged to accept this offer. If you obtain your electricity independently, you must arrange a separate electrical connection to your unit, with metering supplied by your retailer. For information about your right to access an energy retailer while living in an embedded network, see the AER factsheet: [aer.gov.au — accessing an energy retailer in an embedded network](https://aer.gov.au/aer-factsheet-accessing-an-energy-retailer-in-an-embedded-network).
- You agree that the Body Corporate is not subject to all of the obligations of an authorised retailer, and that you will not receive the same protections as you would if purchasing from an authorised retailer.
- You agree that the Body Corporate operates under the exempt selling exemption class R2, as outlined in the AER (Retail) Exempt Selling Guideline Version 7 (August 2025), as amended from time to time.
- The contact numbers in the event of a gas or electricity fault or emergency are set out below:
 - Life threatening** — 000 (Triple Zero)
 - Non life-threatening** — Energex 13 19 62
 - Power outages** — Energex 13 62 62

4. Before Supply Commences

Before the Body Corporate will provide the Utility, you must complete all sections of this form.

5. Payment of Invoices

You agree to pay any invoice within 13 business days of it being issued. It is your responsibility to advise the Body Corporate of any change to your contact details, and to ensure your invoices are paid.

6. Cost of Utilities

You agree to pay the costs of the utility as set out in the Schedule of Fees, Energy Tariffs and All Associated Charges issued by the Body Corporate from time to time (see the Schedule of Cost Prices on the following page). The amount charged by the Body Corporate for each supply will appear as a single daily supply charge on your invoice.

7. Water Charges

Water (hot and cold) will be charged at the rate charged by the Gold Coast City Council, or any other entity supplying water to the Body Corporate from time to time.

Water heating will be charged at the rate set out in the Schedule of Fees, Energy Tariffs and All Associated Charges from time to time.

8. Changes to the Schedule

If any amount in the Schedule changes, you will receive an updated schedule with your monthly invoice. If you do nothing in response to the notice, you will be deemed to accept the new amount and supply will continue. If you advise the Body

Corporate that you do not agree to the new amount, supply will be discontinued 10 business days after the Body Corporate receives your notice.

9. Non-Payment

Invoices are rendered monthly. If you fail to pay all charges by the due date specified on an invoice, the Body Corporate may do any or all of the following to ensure payment:

- commence proceedings against you for recovery of the outstanding fees; and/or
- start the process to:
 - stop the supply of electricity, gas and/or hot water (whichever is in default) to the premises; or
 - severely restrict cold water flow.

10. Grounds for Disconnection

The Body Corporate may disconnect the supply of electricity, gas or hot water, or reduce the cold water flow, where:

- permitted under this form (e.g. non-payment of an invoice);
- required for reasons of health and safety;
- there is an emergency or at the request of police;
- you provided false information in this form;
- you engage in illegal activities; or
- you cause damage to the Body Corporate's equipment or interfere with the supply of a Utility to a third party.

11. Disconnection Notice — Electricity, Gas & Hot Water

Before disconnecting the supply of electricity, gas or hot water, the Body Corporate will send you:

- a Reminder Notice, giving 6 business days to pay the invoice before a Disconnection Warning Notice is issued; and, if required,
- a Disconnection Notice, giving 6 business days' notice of the disconnection of supply.

12. Restriction Notice — Cold Water

Before the supply of cold water is severely restricted, the Body Corporate will send you:

- a Reminder Notice, giving 6 business days to pay the invoice before a Final Notice is issued; and, if required,
- a Final Notice, giving 10 business days' notice of the date from which cold water flow will be severely restricted.

13. Reconnection

If the supply of electricity, gas or hot water is disconnected, or the flow of cold water restricted, the Body Corporate may:

- charge for reconnection or the easing of the restriction, as set out in the Schedule; and
- require a further security deposit (as per the Schedule), in accordance with the AER guidelines, as a condition of reconnection or easing of the restriction.

14. Protected Periods and Circumstances

The Body Corporate will not stop the supply of electricity, gas or hot water, or severely reduce the water flow:

- on a business day before 8am or after 3pm;
- on a Friday, or the day before a public holiday;
- on a weekend or public holiday;
- between 20 and 31 December (inclusive);
- if you have informed us in writing that you, or a member of your household, relies on life-support equipment (for electricity); or
- if the Office of the Commissioner for Body Corporate and Community Management has issued an order prohibiting the stopping or reduction of supply.
- if you have made a complaint directly related to the proposed reason for disconnection or cessation of supply — to the Body Corporate, the Energy Ombudsman, or another relevant dispute-resolution body — and the complaint remains unresolved.

15. Financial Hardship & Family Violence Support

- If you are experiencing financial difficulty paying your utility bills, you can access the Body Corporate's Hardship Policy at www.circleoncavill.org, which explains the assistance available to you.
- The Body Corporate has a Family Violence Policy that explains how it identifies, supports and protects residents affected by family violence. A copy is available at www.circleoncavill.org or on request.

16. Ceasing Supply

You must notify the Body Corporate in writing if you want to cease the supply of a Utility to the premises. You must continue to pay for the supply of the Utility under this application, and you only cease being liable for future supply once the Body Corporate has stopped the supply of the Utility.

17. Correspondence & Complaints

Complaints and other correspondence relating to utility supply should be sent to utilities@circleoncavill.org, or delivered by prepaid post, or in person to the Utilities Office on the lobby level of the North Tower, or by phone on 0478 923 758. See clause 19 for the Body Corporate's Dispute Resolution Process.

18. Liability & Severability

The Body Corporate is not liable to you in any way if the supply of any Utility is interrupted for reasons outside the Body Corporate's control.

If the whole, or any part, of a clause is unlawful, it is to be severed, with the remainder of the agreement to remain in full force and effect.

19. Dispute Resolution Process

If you have a dispute over your utilities, the following options are available, in order:

1. **Utilities Office** — lobby level, North Tower, in person, by prepaid post, or on 0478 923 758.
2. **Your Committee** — committee@circleoncavill.org
3. **Energy & Water Ombudsman Queensland** — ombudsman.qld.gov.au
4. **Office of the Commissioner for Body Corporate and Community Management** — justice.qld.gov.au