



ENERGY MATTERS PAYMENT PLAN TERMS AND CONDITIONS

1. EXPLANATION OF TERMS

Authorised Persons – means any representative, associate, officer, employee, agent or subcontractor of Energy Matters.

Energy Matters Payment Plan – means a payment plan facilitated by the Energy Matters Payment Plan Provider and offered by Energy Matters in relation to the purchase of the Goods and Services.

Energy Matters Payment Plan Provider - means Certegy Ezi-Pay Pty Ltd (ABN 28 129 228 986).

Energy Matters – means Energy Matters Pty Ltd (ACN 118 108 044) and any of its related entities.

Goods – means any or all of the products supplied by or on behalf of Energy Matters.

Premises – the site at which the Goods are to be installed.

Services – means any or all of the installation services conducted by or on behalf of Energy Matters.

Terms and Conditions of Energy Matters Payment Plan means these terms and conditions, in conjunction with the terms and conditions issued by the Energy Matters Payment Plan Provider.

2. APPLICATION OF TERMS AND CONDITIONS OF ENERGY MATTERS PAYMENT PLAN

The Terms and Conditions of Energy Matters Payment Plan apply where you have applied for Energy Matters Payment Plan.

3. WARRANTIES AND ACKNOWLEDGEMENTS BY YOU

3.1 You:

- (a) warrant that you have read and understood the Terms and Conditions of Energy Matters Payment Plan;
- (b) warrant that all information you have provided in relation to your application for Energy Matters Payment Plan is true and accurate and you acknowledge and agree that Energy Matters and the Energy Matters Payment Plan Provider have relied on that information in offering you Energy Matters Payment Plan;
- (c) acknowledge that in the event additional fees and charges are applicable under clause 5.2 of Energy Matters' Goods and Services Terms and Conditions, you will not be able to pay these fees and charges by adding the amount to your Energy Matters Payment Plan.

3.2 You acknowledge and agree that:

- (a) if for any reason:
 - (i) your application for Energy Matters Payment Plan is not accepted; or
 - (ii) your application or contract for Energy Matters Payment Plan is cancelled; or
- (b) if you fail to make any payments pursuant to the Terms and Conditions of Energy Matters Payment Plan; or
- (c) if you breach the Terms and Conditions of Energy Matters Payment Plan in any way,



you may be liable to immediately pay to Energy Matters any costs incurred by Energy Matters and, if the Goods have been installed at the Premises, the full cost of the Goods and Services (or the balance owing if you have made part payment under Energy Matters Payment Plan).

3.3 You acknowledge and agree that where any event set out in clause 3.2 occurs and you fail to pay the amount owing to Energy Matters within 30 days of receiving notice from Energy Matters of your liability to pay, Energy Matters may charge interest on the overdue amount at a rate equal to the rate specified in the Penalty Interest Rates Act 1983 (Vic) plus 2%.

3.4 You also agree that for so long as any monies are owed by you to Energy Matters after the time for payment specified in clause 3.3, you will do all such things as are reasonably required by Energy Matters to enable Energy Matters to lodge a caveat and/or charge over the Premises or any real property owned by you until all amounts outstanding by you to Energy Matters are paid.