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SP52948 – Correspondence between three EC members on 4th of October 2012, confirming the electricity supply contract expiring on 30th of September 2015

To Peter Bone

Cc John Ward

 You replied to this message on 5/10/2012 8:28 AM.

Peter,

The Energy Action Contract is just the Authority for Energy Action to obtain information and tender our supply contract. It is not for the supply of electricity but for the supply of meter reading services.

The Energy Australia Contract is the actual contract price for electricity.

As of 1/10/2012 we have just moved into year 2 of the 4 year contract that terminates on 30/09/2015 so tendering for electricity will not be necessary again until around April of 2015.

We will require to check the next Energy Australia Bill for October 2012 to ensure that the correct contract rates have been applied as follows

Peak	6.9337
Shoulder	6.6542
Off Peak	2.9221

All expressed as cents / kWh

SP52948 – AGM on 18th of October 2018 – like at AGM 2017, Executive Committee did not select office bearers, leaving role of Chairperson, Treasurer, and Secretary fully delegated to Waratah Strata Management

4 STRATA COMMITTEE

Resolved that 10 nominations were accepted and the number of Strata Committee members be set at 9. Following a ballot, those elected were:

Thomas Karolewski (21), Marianna Paltikian (88), Carlos Montoya (112), Genelle, Godbee (142), Moses Levitt (147), Maureen McDonald (151), Stanley Pogorelsky (181), Jeffrey Wang (218) & John Gore (200).

SP52948 – Waratah Strata Management secretly confirmed electricity supply contract expired in email to Energy Action on 24th of October 2018, without knowing the exact date of expiration, and without disclosure to owners or motion to approve or seek tender for contract renewal at AGM on 18th of October 2018

Robert Crosbie

From: Robert Crosbie
Sent: Wednesday, 24 October 2018 10:40 AM
To: 'John.blazevski@
Subject: SP 52948, 1-15 Fontenoy Road, Macquarie Park
Attachments: 13-46d23455-cb86-425b-a1b0-ee7e35df4c93.pdf; 13-1712a44e-a061-4917-b427-b81165453efd.pdf

John,

We are the strata managing agents for the above property which consists of 219 lots over 4 high-rise towers.

Attached is a copy of the current Energy Australia contract and the most recent invoice. It appears this contract expires at either 30/9/18 or 31/12/18. We have not been approached by EA as yet about signing a new agreement.

Please advise whether you are able to place this contract out to tender. If yes, please provide the required authorisation forms.

Regards,

Robert Crosbie
Waratah Strata Management
P.O. Box 125, Eastwood NSW 2122
Ph (02) 9114 9599
Fx (02) 9114 9598
robert@waratahstrata.com.au

SP52948 – Secret quote for electricity metering service received by Waratah Strata Management and signed without decision at any EC meeting or notification to owners corporation on 1st of November 2018



PLUS.ES Business Services QUOTATION

Broker Details:

Date of this Quotation	29-Oct-18
Company Name	Energy Action (Australia) Pty Ltd
Contact Name	John Blazewski

Customer Details:

Company Name	Strata Plan 52948 (ABN 79 491 891 602)
Contact Name	Robert Crosbie
Address	1-15 Fontenoy Road
Suburb	Macquarie Park
Post Code	2113
Phone Number	02 9114 9599
Fax Number	02 9114 9598
Email Address	robert@waratahstrata.com.au

Details of Proposed Contract:

Term of Contract (Months)	See attached TCF Schedule 1
Target Start Date	See attached TCF Schedule 1
Contract Arrangement	Bundled Energy and Metering Agreement
Site Details	See attached TCF Schedule 1

Services Provided:

PLUS.ES Services	<input checked="" type="checkbox"/> Meter Provider Service (MP) <input checked="" type="checkbox"/> Meter Data Provider Service (MDP) <input checked="" type="checkbox"/> Meter Coordinator Service (MC)
Data Analysis Services	<input type="checkbox"/> Data reporting and analysis service provided by the Broker

Service Fees Quotation:

PLUS.ES Services (excl. GST)	No. of Meters: 1	Daily Fee Per Meter:	\$2.72877
GST Amount		Daily GST Per Meter:	\$0.27288
Total Daily Fee for all PLUS.ES Services (incl. GST)			\$3.00165

This Quotation remains valid for 60 days from the above date (unless this Quotation is varied, revoked or replaced before the end of that period - in which case this Quotation will then no longer be valid).

Special Terms & Conditions - Metering Services Request by the Customer:

The Customer accepts this Quotation and requests PLUS.ES to provide the services specified in this Quotation in accordance with (1) & (2) below:

- (1) In the provision of MP and MDP Services, PLUS.ES's standard Terms and Conditions (titled "PLUS.ES Terms and Conditions: MP, MDP and MC Services" with reference details "TC version 0.9 Final PLUS.ES 111017") will apply;
- (2) any special terms and conditions contained in this Quotation or otherwise agreed between the Customer and PLUS.ES

The Customer acknowledges that:

- (1) the receipt by the Customer of this Quotation from PLUS.ES (through the Broker nominated in this Quotation) is not a legally binding offer by PLUS.ES;
- (2) by signing this Metering Services Request section of this Quotation and sending the signed Quotation to PLUS.ES (through the Broker nominated in this Quotation), the Customer is making a legally binding offer to enter into a contract with PLUS.ES for the provision by PLUS.ES of the services specified in this Quotation;
- (3) there will be no binding contract between the Customer and PLUS.ES for the provision of the services specified in this Quotation unless either a) PLUS.ES provisions the services or b) until the Customer receives a formal notice (titled "Acknowledgement of Quotation Acceptance") from PLUS.ES indicating that PLUS.ES agrees to provide these services.

The Customer agrees that, if a binding contract comes into existence between the Customer and PLUS.ES, then the Customer will pay the fees specified in this Quotation and any other amounts payable in accordance with PLUS.ES's standard Terms and Conditions for the term of that contract. The Customer acknowledges that PLUS.ES reserves the right to adjust the Total Daily Fee specified in this Quotation if the actual number of metering points for a NMI is different to the number of metering points specified in the attached Site Details worksheet and the Customer agrees to pay that adjusted amount (if a binding contract comes into existence between the Customer and PLUS.ES).

The Customer authorises PLUS.ES to release electricity consumption data for the site(s) covered by this Quotation to the Broker nominated in this Quotation.



PLUS.ES

PLUS.ES Business Services
QUOTATION

Signature:

Date

11/11/18

Name of Signatory

Robert Crosbie

Signature of Signatory

Further Promotions:

If the box below is not ticked, PLUS.ES will assume that the Customer consents to its contact details (including the details of the above contact person) being added to PLUS.ES's mailing list and to PLUS.ES being able to contact the Customer for the purpose of promoting additional value added products and services and specials that may be offered from time to time. The Customer may elect to be removed from PLUS.ES's mailing list at any time in the future by contacting PLUS.ES on telephone 1300 760 626.

If the Customer does not wish to be added to PLUS.ES's mailing list, please tick this ☒

PLUS.ES Office Use Only:

Customer Number

Quote Number

Once the Metering Services Request section of this Quotation is signed by or on behalf of the Customer, please fax the signed Quotation (including the attached Site Details and TCF Schedule 1) to EnergyAction on Facsimile Number (02) 9475 0954 or email it to aex.contracts@energyaction.com.au.

Energy Action Retail Transfer Consent Form



To whom it may concern,

On the basis of bids submitted by Electricity Retailers to auction reference 39996 hosted by Energy Action on 29-10-2018

("the Auction"), I have selected Energy Australia as my chosen Energy Retailer ("my chosen Energy Retailer") for the period specified below and for the sites listed in Schedule 1 of this Transfer Consent Form.

I acknowledge that I have been informed that my chosen Energy Retailer's Standard Terms & Conditions are available on the EnergyAction auction website (<http://www.energyexchange.com.au>) at the date of the Auction. Each respective Retailer's Standard Terms and Conditions can be located within the files tab of the above mentioned auction.

I agree and acknowledge that by signing this form I agree to enter into my chosen Energy Retailer's standard supply contract and agree to be bound by that Energy Retailer's standard Terms & Conditions which I acknowledge having received, read and understood.

I acknowledge on the execution of this Transfer Consent Form that I am entering into a legally binding agreement for my chosen Energy Retailer to provide services relating to the auction subject only to the terms as set out in this agreement and the Energy Retailer's Standard Terms & Conditions. I am aware that the Energy Retailer and EnergyAction may rely upon this agreement in the enforcing of any rights, obligations, actions and claims they may have against me in any default by me.

I am aware my chosen Energy Retailer may have to arrange retail transfer, and I consent to that Energy Retailer taking the necessary steps to affect that transfer. I understand this may involve transfer of information relating to my electricity supply between industry participants and/or changes to my installation.

I acknowledge that this acceptance is for the energy rates only and that additional costs including network costs, market and regulated costs, metering costs, and some environmental costs will be passed through by my chosen Energy Retailer. I acknowledge and agree that acceptance of this agreement by my chosen Energy Retailer is subject to a satisfactory credit check performed by my chosen Energy Retailer. I understand and accept that I may not become the customer of my chosen Energy Retailer until all necessary steps have occurred.

☒ I authorise and direct my chosen Energy Retailer or their billing agent to send to Energy Action for each billing cycle, bills and electronic billing data for the duration of this supply contract and/or any Energy Metrics agreement, whichever is the greater.

This agreement is for the retail supply of electricity over the period selected below: (Please tick the selected period)

- | | | |
|--|-----------------------|---------------------|
| <input type="checkbox"/> Term: 24 months | Start Date: 01-Nov-18 | End Date: 31-Oct-20 |
| <input type="checkbox"/> Term: 36 months | Start Date: 01-Nov-18 | End Date: 31-Oct-21 |

Specific details for each site that is subject to this agreement are provided in Schedule 1: Sites to be Transferred Metered attached hereto. These details include Start Dates for each site and are an integral part of this agreement.

Also attached as Schedule 2 is a copy of our Contract Management and Energy Reporting Services (Energy Metrics) Agreement with Energy Action.

I note that I have a choice of metering service providers, and in exercise of this choice I have selected the following companies as suppliers of metering services pursuant to my electricity supply for the sites listed in Schedule 1 and as per the specific details for each site given in Schedule 1:

Metering Provider: PLUS ES
Meter Data Agent: PLUS ES
Data Analysis: _____

Signed for and on behalf of:

Customer Name: Strata Plan 52948
ABN: 79 491 891 602
Legal Address: 1-15 Fontenoy Road, Macquarie Park, NSW 2113

By:

Authorised Signatory: 
Name: Robert Crosbie
Title: Strata Manager
Date: 16/11/18
Telephone: 02 9114 9599
Fax: 02 9114 9598
Email Address: robert@waratahstrata.com.au

TCF Schedule 1

Sites to be Transferred & Metered for Strata Plan 52948



Site	Connection Point (M)	Site Address	Billing Address	Current Supply Retailer	Network Provider	New Retail Contract Start Date	Meters	New Metering: Energy Meters & Data Services	Data Analysis Services	Energy Meters Fee (CA GST) \$/Meter/Day
1	ACCC000582	1-15 Fontenoy Road, Macquarie Park, NSW 2113	U-Warestr Strata Management Pty Ltd PO Box 125, Kasseville, NSW 2152	Energy Australia	Augrid	01-Nov-10	1	01-Nov-10 30-Sep-21	35 months	
Site Contact: Robert Crosbie Contact No.: 02 9114 9599 Contact Email: robert@warestrata.com.au										

- The sites listed above are to be supplied under the Retail Supply Agreement to which this schedule is attached and are to receive Data Analysis Services according to the selections made above for each site.
- The New Metering & Data Services Start Date is the later of the day following the expiry of an existing metering and data services contract (if known to Energy Action) and the New Retail Contract Start Date. This date may vary as necessary to accommodate smooth transition to the new metering and data services.
- You acknowledge and agree that you have signed a copy of the Contract Management and Energy Reporting Services (Energy Meters) Terms and Conditions and you accept the terms and conditions as forming part of our agreement.

Signed for and on behalf of: Customer Name: Strata Plan 52948

ABN: 79 491 891 602

Legal Address: 1-15 Fontenoy Road, Macquarie Park,
NSW 2113

By: Authorised Signatory:

Name: Robert Crosbie

Title: Strata Manager

Date: 2/11/18

Telephone: 02 9114 9599

Fax: 02 9114 9595

Email: robert@warestrata.com.au

SP52948 - Partial office bearers were elected five months after the AGM at EC meeting on 21st of March 2019

Five months after the general meeting, two out of three crucial office bearer roles were elected at the EC meeting. The screenshot was taken from notice board in Block A due to fact that Waratah Strata Management deliberately prevents many owners from receiving agendas and minutes of meetings (hence the poor quality of the screenshot):

DATE, PLACE & TIME OF MEETING: A meeting of the Strata Committee of The Owners - Strata Plan 52948 was held on 21/03/2019 commencing at 06:00PM at the offices of Waratah Strata Management, Suite 200, 160 Rowe Street, Eastwood.

PRESENT:

Lot #	Unit #	Attendance	Owner Name Representative
21	21	Yes	Thomas Karolewski
88	88	Yes	Marianna Paltikian
142	142	Yes	Genelle Godbee
147	147	Yes	Moses Levitt
151	151	Yes	Maureen McDonald
181	181	Yes	Stan Pogorelsky
200	200	Yes	John Gore

IN ATTENDANCE:

Robert Crosbie - Waratah Strata Management
Frank Tallaridi - Waratah Strata Management

CHAIRPERSON (acting): Robert Crosbie

Minutes of the meeting:

1 **MINUTES**
Resolved that the minutes of the previous strata committee meeting be confirmed as a true record of the proceedings of that meeting.

2 **OFFICE BEARERS**
Resolved that the strata committee appoint members to the office bearing roles of:

Chairperson - Stan Pogorelsky
Secretary - Marianna Paltikian
Treasurer - Vacant

SP52948 – Waratah Strata Management confirmed that EC members did not receive electricity supply contract before the EC meeting on 21st of March 2019

Five months after the general meeting, Waratah Strata Management confirmed that EC members did not have any information about the electricity supply contract. The screenshot was taken from notice board in Block A due to fact that Waratah Strata Management deliberately prevents many owners from receiving agendas and minutes of meetings (hence the poor quality of the screenshot):

5 CORRESPONDENCE

Resolved that the following correspondence received was tabled, discussed and resolved as follows:

- Lift carpet being replaced with vinyl - It was agreed that following the lift upgrade work being completed in each lift, the carpet would be replaced with heavy duty vinyl.
- Tennis court use by tennis teachers - The use of the tennis court by tennis teachers is to be treated the same as the use of the swimming pool by swimming teachers.
- Disability parking spaces - The strata manager is to write to Council to request that Disability Parking spaces be provided on Council land near the pedestrian entrance to the property next to the bus stop.
- Electricity contract - A copy of the electricity contract is to be provided to the strata committee members.

SP52948 – Missing files at Waratah Strata Management during Lot 158 documentsearch on 31st of May 2019

Evidence of electricity supply contract renewal in 2018, including details of when and who approved it

Outcome: Few scattered files found. Contract signed secretly after AGM 2018.

Copy of current electricity supply contract

Outcome: File found. Signed by Waratah Strata Management on 1st of November 2018, without disclosure or information of tender to owners at Annual General Meeting on 18th of October 2018 (just two weeks earlier).

Strata Manager Mr. Gary Mills, without official decision at General Meeting, or official decision by the EC, signed the electricity supply contract for three-year period on 8th of July 2015, two months before the expiration of the contract

Similar process was conducted in 2011: EC member on his own "negotiated" new contract through broker (tendering of electricity contract) as announced at the EC meeting held on 20th of July 2011, which was attended by seven members of the EC (out of 218 lots in the complex) and Strata Manager Mr. Simon Wicks. The consequent increase in electricity costs were 18.04% and 18.76% in 2012 and 2013, well above the market trends.

Owner's first submission on 16th of August 2015 was read by staff at BCS (including Branch Manager Mr. Billy Cheung) and EC members but not responded or acknowledged. Request for document viewing was resent on 2nd of September 2015, and then forwarded to COO of BCS Strata Management Mr. Greg Freeman on 15th of September 2015. Like AGM 2014, AGM 2015 was conducted without allowing access to strata documents.

Since 1996, strata managers (BCS Strata Management and Waratah Strata Management) CONSISTENTLY REFUSED to provide full financial statements to any owner (against common practice in majority of other complexes).

Access to copies of the tender and all paperwork for the electricity supply renewal awarded in 2015 for three-year period, as listed in document search request:

These are the real expenses for SP52948

SP52948 Common Property Electricity Expenses (GST exclusive)		
Financial Year from 1 Sep to 31 August the following year)	Electricity Expenses	Electricity Expenses Change to Previous Year
1997	\$36,369.00	
1998	\$69,048.00	89.85%
1999	\$32,392.00	-53.09%
2000	\$39,143.00	20.84%
2001	\$39,166.00	0.06%
2002	\$34,050.00	-13.06%
2003	\$35,195.00	3.36%
2004	\$36,979.00	5.07%
2005	\$38,901.00	5.20%
2006	\$42,341.00	8.84%
2007	\$46,169.00	9.04%
2008	\$49,065.00	6.27%
2009	\$50,875.00	3.69%
2010	\$60,200.00	18.33%
2011 Note 1	\$63,359.00	5.25%
2012 Note 2	\$74,792.00	18.04%
2013 Note 2	\$88,823.09	18.76%
2014 Note 2	\$83,730.83	-5.73%
2015 Note 3	\$69,150.15	-17.41% (~9% discount for Carbon Tax)

Note 1: EC member on his own "negotiated" new contract through broker (tendering of electricity contract) as announced at the EC meeting held on 20th of July 2011, which was attended only by seven members of the EC (out of 218 owners in the complex) and Strata Manager:

ITEM 11:	Tendering of electricity contracts.
	The introduced an energy supply broker to the strata manager. The broker arranged for a reverse auction of the electricity supply to be conducted on Monday 25 th July 2011.
	Footnote: This reverse auction resulted in improved savings to the owners corporation over the increases quoted by suppliers to the auction. The increase in costs are estimated to be approximately 7%, which is significantly less than ordinary household account increases.

Note 2: LED lights purchased to save energy:

\$7,815.00	LED lights	Caretaker's Invoice 00000180 on 21 st of June 2012
\$8,313.00	LED lights/installation	Carbon&Energy Reductions Pty Ltd Invoice 00240656 on 9 th of December 2013

Numerous other emergency light replacements costing thousands of dollars
Other LED and lighting expenses as of July 2015 above \$60,000.00

Note 3: In October 2014, an ACCC report said electricity retailers estimated that the removal of the carbon tax lowered prices to customers by 5.2 to 12.4 per cent. Government was more reserved: they estimated power prices would go down by 9 per cent. Statement by Energy Australia:

Savings for residential customers

State	Fuel	Average % savings p.a	Average \$ savings p.a
NSW	Electricity	8.9%	\$158
NSW	Gas	4.4%	\$35
State	Fuel	Average % savings p.a	Average \$ savings p.a
NSW	Electricity	8.3%	\$452
NSW	Gas	7.8%	\$944

Strata Manager Mr. Simon Wicks, who was removed from managing SP52948 in 2011, was approached by Energy Action to renew electricity supply contract for number of strata plans as early as 11th of March 2015

- Mr. Simon Wicks was not an official representative of SP52948 since 2011. This information was never recorded in any document for owners corporation:

From: Sydney Clarisse [redacted]@energyaction.com.au]
Sent: Wednesday, 11 March 2015 2:35 PM
To: Simon Wicks
Subject: Strata Plans [redacted], 52948, [redacted]

Hi Simon,

I hope all is well. It was good chatting with you earlier.

As discussed, I'm proposing that I take all the above strata plans out to Auction.

A couple of reasons as to why I want to do this now. Firstly, I have analysed the existing rates for all the Plans and I'm confident that if we were able to get pricing for these sites within the next fortnight, there will be a very good chance that there will be savings across all the three plans going forward.

Secondly, by going to Auction well in advance of the contract end date, it will enable me to request for pricing from all the various retailers without the risk of having transfer issues from retailer to retailer.

One of the most important aspect of not waiting until contract end date is that we can ensure that we are not pushed into a corner when it comes to pricing. An incumbent retailer will know that there is no chance of being able to transfer to any other retailer in time if waiting until contract end date and as such, their pricing will invariably not be as sharp.

Look out for the Authority documents that I will be aiming to get to you before the end of the week. Thank you.

- The "offer" for tender on behalf of SP5294 was passed to official Strata Manager Mr. Russel Young (who left this strata plan soon afterwards). He approached EC member directly on 12th of March 2015.

There is no evidence that any other EC member was involved in decision to engage Energy Action, and in period since 4th of March 2015, EC conducted no official meetings that were reported to owners corporation (apart from short meeting on 4th of November 2015, straight after the Annual General Meeting):

From: Russell Young [redacted]@bcssm.com.au]
Sent: Thursday, March 12, 2015 4:39 PM
To:
Subject: SP 52948 Electricity auction

Is this an agreed action?

Regards,

Russell Young
Portfolio Manager

- EC member replied the same day, 12th of March 2015, approving the auctioneer, in spite of undeniable evidence that they caused high increase in electricity costs in 2012 in 2013 (above 18% in each year). BCS Strata Management and EC members were offered to respond to inquiries about high costs but refused to reply:

From:
Sent: Thursday, 12 March 2015 4:43 PM
To: Russell Young
Subject: RE: SP 52948 Electricity auction

Categories: Red Category

Yes – the EC decided 5 years ago to use these people (free to us) and they are highly reputable and successful. There is no reason to change to another auctioneer. We chose not to use there monitoring service as the contract rates are easy enough to check once they are agreed.

- EC members were aware of the issues with the costs, as documented in undisclosed email to Strata Manager Mr. Peter Bone at the time:

Wed 3/10/2012 12:54 PM

Re: Electricity contract

To: Peter Bone

Thanks Peter

I am just trying to confirm what our contract price is now compared with domestic price to determine approximate saving .

- On 4th of October 2012, EC member shared the following information with Strata Manager Mr. Peter Bone, and one long-serving member of the EC Mr. John Ward who sold two units in SP52948 and left without notice to owners in 2015. In the email, EC member confirmed the costs and the end-date of the contract (30th of September 2015):

Thu 4/10/2012 10:39 AM

RE: Electricity contract

To: Peter Bone
Cc: John Ward

You replied to this message on 5/10/2012 8:28 AM.

Peter,

The Energy Action Contract is just the Authority for Energy Action to obtain information and tender our supply contract. It is not for the supply of electricity but for the supply of meter reading services.

The Energy Australia Contract is the actual contract price for electricity.

As of 1/10/2012 we have just moved into year 2 of the 4 year contract that terminates on 30/09/2015 so tendering for electricity will not be necessary again until around April of 2015.

We will require to check the next Energy Australia Bill for October 2012 to ensure that the correct contract rates have been applied as follows :

Peak	6.9337
Shoulder	6.6542
Off Peak	2.9221

All expressed as cents / kWh

- Strata Manager Mr. Gary Mills, without official decision at General Meeting, or official decision by the Executive Committee, signed the electricity supply contract for three-year period on 8th of July 2015, two months before the expiration of the contract. No owner received any information about it.

RELATIONSHIP AGREEMENT for ENERGY PROCUREMENT and / or ENERGY SERVICES

1. STRATA PLAN NO 52948 (legal entity "the Buyer"), with ABN No. 79 491 891 602 (ABN) enters into this Relationship Agreement for Energy Procurement and/or Energy Services ("Agreement") with Energy Action Limited (ABN 90 137 363 636), ("Energy Action") in good faith for facilitating the procurement of an energy supply contract(s) and/or to provide associated Third Party energy services ("the Services"). The Buyer grants Energy Action, pursuant to this agreement, exclusivity to provide the Services during the term and period necessary pursuant to this agreement. The Buyer acknowledges that exclusivity is an essential element of this Agreement for the purposes of securing the best possible outcome for the Buyer. This agreement remains in force until both of the following occur:
 - (a) An energy supply contract is entered into with the Buyer's chosen licensed energy retail supplier ("Energy Retailer"); and
 - (b) Three (3) months after the date of written notification from the Buyer to Energy Action advising that the Buyer wishes to terminate the Services provided by Energy Action.
2. The Buyer agrees that it is providing Energy Action with the requisite authority to act exclusively on their behalf as the sole provider of advice in the provision of the Services including but not limited to pricing relating to the sourcing of the Buyer's energy contract in respect of sites nominated by the Buyer to Energy Action in the following commodities:

Electricity <input checked="" type="checkbox"/>	Natural Gas <input type="checkbox"/>
---	--------------------------------------
3. The Buyer agrees to develop with Energy Action a specification of their needs and requirements for the Services ("the Specification"). The Buyer warrants that all information provided to Energy Action to develop the Specification will be bona fide and true and correct. The Buyer authorises Energy Action to release the Specification and all relevant details to Energy Retailers and/or Energy Service providers.
4. A charge for registration of \$ 0.00 + GST is payable by the Buyer on execution of this agreement.
5. The Buyer acknowledges and agrees that for Energy Procurement Energy Action will receive a fee from the chosen Energy Retailer calculated as follows:
 - (a) for sites with electricity consumption above 160 MWh or 100 MWh (depending on jurisdiction) or gas consumption above 5TJ's or 10TJ's, (depending on jurisdiction) the fee will equate to 1.95% of the retail component of the energy supply contract(s) from the chosen energy supply retailer;

and/or

- (b) for sites with electricity consumption below 160 MWh or 100 MWh (depending on jurisdiction) or gas consumption below 5TJ's, or 10TJ's, (depending on jurisdiction) the maximum fee ("the Fee") payable to Energy Action for each of these contracts will at its highest level based on a maximum 3 year contract and consumption just below the 160MWh consumption threshold, be \$400;
6. The Buyer acknowledges and agrees that this agreement is an exclusive agreement for Energy Action to act on the Buyer's behalf as the sole provider of advice in the provision of the Services and in this regard Energy Action will expend time and effort in supplying those Services. In consideration of same if the Buyer chooses to use an Energy Retailer outside of the Energy Action Energy Procurement process or fails to enter into an agreement with an Energy Retailer in a manner that entitles Energy Action to claim the Fee from the Energy Retailer then the Buyer on the signing of this Relationship Agreement for Energy Procurement and/or Energy Services acknowledges that the Fee will become due and payable by the Buyer within fourteen (14) days of Energy Action providing a tax invoice for the Services to the Buyer.
7. Energy Action will procure offers from Energy Retailers for the provision of Services based on the Specifications provided by the Buyer ("the Bids"). Energy Action after receiving the Bids from the Energy Retailers will provide the Bids to the Buyer and the Buyer may choose to accept any such Bid based on that Energy Retailer's standard or negotiated Terms and Conditions by entering into a legally binding Agreement of Intent to Contract for Energy Supply and Transfer Consent Form ("the Intent Agreement"). The Buyer acknowledges that on execution of the Intent Agreement the Buyer is legally bound to accept the Services provided by their chosen Energy Retailer on the standard or negotiated terms and conditions subject only to that Energy Retailers acceptance of the Buyer. The Buyer is to execute a legally binding Contract with the chosen Energy Retailer within the chosen Energy Retailers price validity period.
8. The Buyer acknowledges on the execution of the Intent Agreement:
- (a) that they have satisfied themselves as to the chosen Energy Retailer's standard or negotiated terms and conditions; and
- (b) that the Specifications provided by them to Energy Action and bid upon by the Energy Retailer at the auction meet their needs and requirements for the Services.

Energy Action Limited ABN: 92 137 363 636, Level 5, 55 Station St, Parramatta NSW 2150 Telephone 1300 553 551 Fax 02 9475 0954
Relationship Agreement Version 5.0 August 2014

EnergyAction

RELATIONSHIP AGREEMENT for ENERGY PROCUREMENT and / or ENERGY SERVICES

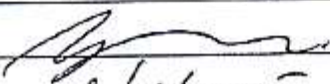
9. Should the Buyer opt to take an energy supply contract for a period during the introduction and operation of any state or federally mandated Carbon Scheme, Emissions Trading Scheme, Mandatory Renewable Energy Target or other similar measure, the Buyer understands that the successful Energy Retailer may seek to pass through the costs of compliance with any such scheme. These costs may be in addition to the value of the contract which Energy Action has reported to the Buyer.
10. The Buyer acknowledges that Energy Action has disclosed to them that they have contractual relationships with Energy Retailers and Energy Service providers and receives payments of Fees from these relationships. Should the Buyer have an existing arrangement in place with a chosen Energy Action Energy Retailer and/or Energy Service provider, the terms relating to Fees within the agreement between Energy Action and that Energy Retailer and/or Energy Service provider will become operative upon the Buyer entering into an agreement for the Services as provided in this Agreement.
11. The Buyer understands that they have the choice of electricity metering provider and Services for sites consuming more than 160 or 100 MWhs (depending on jurisdiction) of electricity per annum. Some of Energy Action's associated metering & ancillary Services ("the Services") utilise the market requirement for the Buyer to appoint a meter provider of their own choice. At the Buyer's discretion the cost for the Services may be factored in to each sites retail energy bill.
12. Both Energy Action and the Buyer acknowledge that the Services provided by Energy Action under this agreement, including market research and assessment, includes information and advice on matters that are incapable of precise determination, subject to subjective interpretation, rapidly changing conditions in the market and other factors beyond the control of Energy Action. Accordingly, to the extent permitted by law, Energy Action is not liable to any person (including the Buyer) who relies on that information or advice for any inaccuracies, omissions or other deficiencies contained in it. Energy Action's liability to the Buyer for any loss, cost, charge or expense incurred or arising directly or indirectly under or in connection with this Agreement, whether for breach of this Agreement, at common law, under statute or otherwise is limited to the amount paid by the Buyer to Energy Action under this Agreement or to fees paid by the Energy Retailer to Energy Action.
13. The Buyer grants permission to Energy Action to advise other customers evaluating the use of the Services to be provided by Energy Action to use their logo and name for this purpose. The Buyer can choose NOT to grant Energy Action permission to use their logo and name for this purpose by marking the box next to this clause. ☐
14. The Buyer provides Energy Action with the requisite permission to communicate with the Buyer with a view to informing the Buyer about the energy market, the Buyer's energy requirements and Services offered by Energy Action.

15. The validity, interpretation / construction and performance of this Agreement will be governed by and subject to the law of the State of New South Wales. The parties on the signing of this agreement submit to the jurisdiction of the Courts of the State of New South Wales in respect of any dispute including payment of the Fees that arise in connection with this Agreement.
16. The Buyer acknowledges that they understand and agree to the above terms and conditions. The Buyer declares that the person signing this Agreement is authorised to act on behalf of the Buyer for the purposes of this Agreement and any subsequent energy contracts.
17. For the purposes of this Agreement, Energy Action will be represented by:

Name	SYDNEY CLARISSE
Position	Account Representative
Email	sydney.clarisse@energyaction.com.au

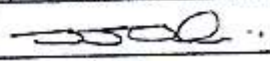
Executed and duly authorised for and on behalf of:

The Buyer

Name	SP 52948
Position	GARY MILLS STRATA MANA CEO
Email	@BCSSm.com.au
Signature	
Dated	8/7/2015

Energy Action

TREJSE TOWN

Name	Helge Sanghvi
Position	General Manager - Operations REGIONAL MGR.
Signature	
Dated	8/7/15