



**Customer Account Detail**

Customer Information

Account Name:

Property/Business Name:

Name of Applicant:

Contact Telephone Number:

Email Address:

Postal address for accounts

Street or Lot Number:

Street Name:

Suburb:

State:  Post Code:

Night Vision Service Address

Street or Lot Number:

Street Name:

Suburb:

State:  Post Code:

Night Vision Asset Detail

Pole ID	Night Vision type	Quantity	Monthly fee (excl. GST)	Description of area to illuminate	Provided photo of area to illuminate?
					<input type="checkbox"/> yes
					<input type="checkbox"/> yes
					<input type="checkbox"/> yes
					<input type="checkbox"/> yes

*Note: A once off installation fee of \$200 (excl. GST) will be charged for each Night Vision light installed.*

**Customer Signature**

I/We agree to the Terms and Conditions (overleaf) for Night Vision Installation and confirm I am/we are authorised to sign this agreement on behalf of this customer account.

Applicant's signature:

Date:  /  /

**Night Vision Faults**  
please call  
**13 20 80**

Please return completed form to Essential Energy **email:** [NIGHT.VISION@ESSENTIALENERGY.COM.AU](mailto:NIGHT.VISION@ESSENTIALENERGY.COM.AU)  
**Postal Address:** PO Box 5730 Port Macquarie NSW 2444

**Office Use**

Premise Number:

Terms and Conditions

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In these terms and conditions:

- (a) **Address** means the *Night Vision Service Address* shown overleaf
- (b) **Agreement** means the agreement between Essential Energy and the Customer consisting of these terms and conditions
- (c) **Council** means the local council specific to the Customer's site.
- (d) **Customer** means the nominated party described in *Account Name* overleaf.
- (e) **Night Vision Light** means each unit described in the *Lamp Type & Size* overleaf.
- (f) **Night Vision Light Charge** means the Total Monthly Fee described overleaf (and as adjusted).
- (g) **Night Vision Light Fee** means the amount shown in *Monthly Fee* overleaf.
- (h) **Night Vision Services** means the provision of dedicated area and security lighting as requested by the Customer, with lighting provided between dusk and dawn.

1.2 Interpretation

- (a) Reference to:
  - (i) singular includes the plural and the plural includes the singular;
  - (ii) a party includes the party's executors, administrators, successors and permitted assignees
  - (iii) a thing includes the whole and each part of it separately; and
- (b) "Including" and similar expressions are not words of limitation

2. SCOPE OF AGREEMENT

- 2.1 Essential Energy will provide Night Vision Services in accordance with this Agreement.
- 2.2 Essential Energy will install each Night Vision Light to an existing pole, with the position and manner of installation to be at the sole discretion of Essential Energy.
- 2.3 A Night Vision Light may be removed or shielded at the sole direction of Essential Energy.
- 2.4 Essential Energy will be entitled to remove each Night Vision Light following the end of this Agreement.
- 2.5 Essential Energy will determine the monthly Night Light Vision Fee in respect of each Night Vision Light and may, at its sole discretion, increase that amount on the 28th day following written notice being issued of a fee increase.
- 2.6 Essential Energy will issue a tax invoice to the Customer for the preceding quarter for the Night Vision Light Charge for the life of this Agreement.
- 2.7 On termination of this Agreement, Essential Energy will issue a tax invoice for the Night Vision Light Charge calculated on a pro rata basis for the applicable period within that quarter.
- 2.8 Essential Energy does not warrant that the Night Vision Services and/or any Night Vision Light is or shall remain adequate for all or any of the purposes of the Customer.

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer is responsible for ensuring that all approvals have been obtained and will provide Essential Energy with written Council approval for security lighting to be installed where Council approval is required.
- 3.2 The Customer is responsible for ensuring that all parties which may be affected by each Night Vision Light are consulted prior to installation.
- 3.3 The Customer is responsible for selecting the Night

Vision Light based on their lighting requirements and acknowledges that the lighting level may not meet Australian Standards.

- 3.4 The Customer must not interfere with, damage or make alteration to any Night Vision Light, and if such interference should occur, the Customer will be responsible for all costs and charges incurred by Essential Energy to rectify the interference, damage or alteration.
- 3.5 The Customer must notify Essential Energy by calling 132080 of any damage, alternation or interference, whether intentional or not to any Night Vision Light at the Address.
- 3.6 The Customer must advise Essential Energy of any unplanned interruption to the supply of the Night Vision Services, whether in part or full.
- 3.7 The Customer must allow Essential Energy or its nominated agent unfettered access to the Address for the purpose of inspection and/or maintenance and/or removal of the Night Vision Services, with this obligation surviving termination of this Agreement.
- 3.8 The Customer must pay, for each Night Vision Light, the monthly Night Vision Light fee within the period set by Essential Energy and notified in writing.
- 3.9 Any and all fees owing by the Customer to Essential Energy under or in connection with this Agreement will be due and payable in full within 28 days of this Agreement ending.

4. TERM OF THIS AGREEMENT

- 4.1 This Agreement begins on the date the Customer signed this Agreement.
- 4.2 This Agreement ends:
  - (i) on the 28th day following written notice being issued by either party; or
  - (ii) on Essential Energy providing 7 days written notice of termination due to Customer breaching any of its obligations under this Agreement.

5. GENERAL

5.1 Ownership

Essential Energy retains sole ownership of each Night Vision Light and ownership will not pass to the Customer at any time.

5.2 Assignment

The Customer must not sub-contract, assign, novate, transfer or otherwise dispose of any or all of its rights and/or obligations under this Agreement without the prior written consent of Essential Energy.

5.3 Acknowledgement

The parties acknowledge and agree that:

- (i) any Night Vision Light located at the Address prior to the commencement of this Agreement is subject to the terms and conditions of this Agreement;
- (ii) any Night Vision Services provided to the Address prior to the commencement of this Agreement are subject to the terms and conditions of this Agreement.

5.4 Loss or Damage

The Customer is not entitled to any remission or rebate of charges, damages or fees from Essential Energy in the case of any loss or damage caused to or by the Night Vision Services and/or any Night Vision Light under this Agreement.

5.5 Entire Understanding

This Agreement contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.