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Staff Accommodation Compendium

Staff Accommodation
8.30am – 4.00pm Monday to Friday
Closed Public Holidays
(07) 4946 8113
Email SaAdmin@hamiltonisland.com.au

Island Security
8.30am – 4.00pm Monday to Friday
Closed Public Holidays
(07) 4946 8119
After hours (07) 4946 9999

Emergency
000

Maintenance Help Desk
(07) 4946 8524

*Staff Accommodation forms may be downloaded from HI Space,
collected from Your Manager
or from the Staff Accommodation Office
Updated December 2023*

Welcome

Hamilton Island Enterprises Limited, including its related entities and subsidiaries (**HIE**) welcome you to Hamilton Island and sincerely hope that you have a wonderful experience living and working on the Island. HIE and the Oatley family are committed to continuous improvement to the staff accommodation which is made available (**Staff Accommodation**). This goal can be achieved with the ongoing cooperation of all employees who live and work on the Island and so this Staff Accommodation compendium (**Compendium**), which sets out the terms and conditions to accompany your Staff Accommodation Agreement, has been developed to assist you with transitioning into, and residing in, your Staff Accommodation. Please take time to familiarise yourself with the requirements of living in Staff Accommodation.

The terms of the Compendium apply to resident employees (**you**), their families and guests. Your ongoing eligibility to reside in Staff Accommodation is subject to compliance with this Compendium, the Hamilton Island Code of Conduct (**Code of Conduct**) and the Hamilton Island and Dent Island Rules and Regulations (**Rules and Regulations**). You are responsible for ensuring your families and guests comply with the Compendium and the Rules and Regulations. The terms of this Compendium, together with your Staff Accommodation Agreement, constitute a legally binding contract between HIE and you relating to the Staff Accommodation.

1. Communication

- 1.1 The Staff Accommodation team are here to assist with any matters you may be experiencing with your Staff Accommodation. Please email SaAdmin@hamiltonisland.com.au or call (07) 4946 8113 if you have any queries or concerns. See **Schedule A** to this Compendium for a list of helpful contact information. In an emergency, you can contract emergency services on 000 and Island Security.
- 1.2 You are to provide the Staff Accommodation team with your mobile number and email address to ensure you stay up to date with relevant information in relation to Staff Accommodation. You must notify the Staff Accommodation team if your contact details change. Please refer to the Privacy Policy and CCTV Policy available at the Hub and HISpace in respect to how HIE collects, uses, discloses, and otherwise manages your personal information.
- 1.3 Please check your emails regularly, as the Staff Accommodation team will be advising you of issues that may impact on your day-to-day living including cyclone procedures, power outages, water issues, health and hygiene inspection dates, maintenance issues and room upgrade approvals.
- 1.4 Free Wi-Fi can be accessed in most room types and should be used fairly in accordance with the Hamilton Island Enterprises Guest and Staff Wi-Fi Internet Terms and Conditions. Excessive use will result in much slower than normal speed times. **The password is: fairusepolicy.**

2. Eligibility and Allocation

- 2.1 You are eligible to choose to reside in Staff Accommodation if you are employed by HIE for a minimum of thirty-eight hours per week and your position requires you to work outside of the ferry timetable. You can terminate the Staff Accommodation Agreement at any time. You are to provide Staff Accommodation with one weeks' written notice so that a pre-departure inspection can be conducted as outlined below at clause 7.1. Regularly staying overnight in Staff Accommodation other than the Staff Accommodation you are allocated is a breach of this Compendium and may result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction. Upon eviction Staff Accommodation Management will provide you with written notice that the Staff

Accommodation Agreement is terminated and will set out requirements for you to leave Staff Accommodation as soon as possible. Availability of Staff Accommodation is very limited, and this is required to assist operations.

- 2.2 HIE recommend you consult with Staff Accommodation Management before changing jobs as this may impact the Staff Accommodation that you are eligible to reside in. If you change your employment from full time to casual or from HIE to a private business, you will need to find private accommodation.
- 2.3 Staff Accommodation is allocated based on your position and availability and is subject to the discretion of Staff Accommodation Management. You must not change your Staff Accommodation without prior approval from Staff Accommodation Management. Changing Staff Accommodation without prior approval is a breach of this Compendium and may result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction.

3. Relocation

- 3.1 Relocation requests will generally not be accepted for consideration until you have completed three-months' employment with HIE. Relocation requests may be considered prior to this if appropriate accommodation is unavailable on arrival or your position changes within the first three-months.
- 3.2 If you are in a shared situation and your roommate leaves, you will be advised by Staff Accommodation Management about arrangements for a new roommate by email, text and a notice slip will be left in your room. 24-hour notice will be given via email before we enter your room. You must always keep the room clean and tidy, especially for the impending arrival of your new roommate. In particular, your personal belongings should be kept within your own area of the room and repeated failure to do so may result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction based on a breach of this Compendium.
- 3.3 It is HIE's desire to make shared Staff Accommodation as compatible as possible with your needs and work schedules. Management reserves the right to relocate you should Staff Accommodation Management consider this necessary in exercising their discretion.

4. Upgrade and Roommate Requests

- 4.1 Roommate nominations and upgrade requests are subject to eligibility, availability, mutual agreement, and completion of your probation and are subject to the discretion of Staff Accommodation Management.
- 4.2 You may be eligible for a Staff Accommodation change if promoted. Not all promotions are eligible for an accommodation upgrade, please contact Staff Accommodation Management for more information. Approval from your Manager and General Manager may be required and if you are approved, wait lists may apply. You will be contacted by Staff Accommodation when your new room is available for your relocation.

5. Payment and Utilities

- 5.1 No damage deposit is required to be paid by you; however, charges or fees may apply if you do not adhere to the maintenance and health and hygiene standards. Pricing of cleaning fees may be reviewed each year and you will be notified of any adjustments and their effective date.
- 5.2 You must pay rent and electricity; however, water and gas are free of charge to you. To have your rent and electricity charges deducted from your pay, you will need to enter a

payroll deduction authority form, in which case your Staff Accommodation rent, and electricity charges will be shown on your pay slip. Pricing of rent and electricity is reviewed each year and you will be notified of any adjustments and their effective date.

- 5.3 Pursuant to section 110 of the *National Energy Retail Law (Queensland)*, the Australian Energy Regulator on 29 January 2018 granted Hamilton Island Services Pty Ltd ACN 010 254 234 (related entity of HIE) (HIS) an exception from the requirement to hold a retailer authorisation under section 88 of the *National Energy Retail Law (Queensland)*. This exemption applies to the sale of electricity to you on Hamilton Island and Dent Island. **Schedule C** sets out the exemption conditions that apply to your electricity services. You acknowledge and agree that you have been provided with a copy of the Energy Retail Contract and can access policies and documentation regarding energy at <https://www.hamiltonisland.com.au/energy>. HIS is the energy service provider and a subsidiary of HIE.
- 5.4 When setting the amounts for electricity for complexes that are not individually metered the previous year's consumption is reviewed to determine the anticipated costs for the new year. For accommodation that is individually metered the user/s pay for the electricity consumed by that meter, if one than one the amount is shared equally.
- 5.5 The most significant contributor to electricity cost is air conditioner usage. Lights are to be turned off and the air conditioner can be set to the dehumidifier setting when leaving the Staff Accommodation. If you are going on leave for an extended time during the months of high humidity being January to March, you can make arrangements with Staff Accommodation Management to leave your air conditioner on a mould setting to avoid condensation and mould.

6. Arrival and Check In

- 6.1 Upon arrival you will be provided with your Staff Accommodation Agreement and Property Entry Report, review this information carefully and return signed copies to Staff Accommodation Management.
- 6.2 On arrival, inspect your unit and return the Property Entry Report to the Staff Accommodation office within three (3) days. If you fail to return the Property Entry Report within three (3) days, you accept the property 'as is' and any existing damage or missing HIE inventory will become your responsible and will be required to be remedied on your departure.
- 6.3 Contact Staff Accommodation Management if your new room has not been prepared for your arrival by allowing adequate wardrobe space, and a hygienic environment. This includes preparation of adjoining bathroom facilities.

7. Departure and Check Out

- 7.1 Contact Staff Accommodation Management one week prior to checking out if you would like to book a pre-departure inspection prior to the final exit inspection. A departure checklist (**Schedule B** to the Compendium) will be emailed to you to assist you in avoiding cleaning fees. An exit inspection will take place within forty-eight hours of your departure from Staff Accommodation.
- 7.2 You are required to check out of Staff Accommodation within forty-eight hours of your final working shift due to operational requirements and high demand for Staff Accommodation. This will be confirmed through the "time and attendance system". The check out time is strictly 10:00am. If you fail to depart when required to, Island Security may facilitate your departure.

- 7.3 Your unit is to be left clean and well maintained, with no personal belongings remaining. If you leave any of your personal belongings or non-HIE inventory items in Staff Accommodation when the final inspection is conducted, these items will be disposed of after 5 business days. A cleaning fee may be charged to you if there is a failure to clean the unit to the departure checklist standards. See the **Schedule** to the Staff Accommodation Agreement regarding the applicable cleaning fees. In shared situations, you and your fellow occupants are expected to work together to clean the Staff Accommodation so that it is ready for a new occupant. You may be charged for replacement of missing HIE inventory items as well. Please log maintenance or damage issues during your stay, because on departure long standing issues not logged may be charged to you. You will be provided with the result of the exit inspection by Staff Accommodation Management if you have failed the inspection.
- 7.3 Please keep in mind that Staff Accommodation Management may be contacted to provide a reference by future property owners or agents when you rent elsewhere. A positive reference will be given if you have been a model resident, including by cleaning your Staff Accommodation to the required standard, and not damaging any HIE property. Staff Accommodation Management will keep records of any issues while you reside in Staff Accommodation, and this may impact upon any provision of Staff Accommodation to you in the future should you return to Hamilton Island.
- 7.4 If there are costs outstanding for replacement, damage, or cleaning fees, then HIE may pursue legal action against you, including for breach of contract, and seek repayment of this debt and any other damages arising from your breach, in addition to legal costs and interest. Contact or attend the Staff Accommodation Management office to make payment.
- 7.5 Please contact Staff Accommodation Management if a roommate is departing and either party is unhappy with the presentation of the unit or adjoining bathrooms at the time of final inspection.
- 7.6 If you resign or are terminated you should refer to the Employee Departure Form (previously known as the Termination and Wage Release Form) and process.

8. Furniture and Security

- 8.1 Basic furniture and inventory is provided in your Staff Accommodation. You are responsible for maintaining its condition throughout your stay and must account for it on departure. Damage, other than fair wear and tear, may be charged to you. Any significant or repeated damage will be considered a breach of the Compendium and may result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction.
- 8.2 Additionally, you must not do the following to Staff Accommodation:
- (a) modify or paint;
 - (b) remove fixtures and fittings including wardrobe and cupboard doors; and
 - (c) use the bed without a mattress protector and sheets. New mattress protectors will be provided on arrival; however, these are not a substitute for sheets. Sheets, blankets, and pillows may be purchased upon arrival from the Arrival Hub, the Staff Accommodation office or the IGA Supermarket.
- 8.3 Staff Accommodation will not allow the removal of any HIE furniture. Residents residing in shared style accommodation are not permitted to purchase or acquire extra hard furnishings for the room such as extra beds and bases, sofas, shelving, or coffee tables. Residents residing in their own sole use accommodation require approval from the Staff Accommodation Manager before they purchase or acquire hard furnishings. The Staff

Accommodation Manager will approve or decline this request based on the size of the furniture, whether it will damage the floor or walls and whether the furniture can be accommodated without moving HIE furniture out of the room. Items added to your room must be removed on departure. Soft furnishings are permitted in both shared and sole use accommodation such as rugs, throws, cushions or plants. Pictures and other personal items must not be attached to any painted surface and stickers are not permitted on any surface. Pool tables, trampolines and other large or bulky items are not permitted in Staff Accommodation or common property areas.

- 8.4 HIE does not provide insurance cover for your personal belongings including for theft or damage. You are responsible for the insurance of your own items. Please ensure that your accommodation is always secure. Ensure doors are closed and locked when leaving your Staff Accommodation, including screen doors on verandas to prevent intruders and wildlife from entering the unit.
- 8.5 To the extent permitted by the law, you agree to release, indemnify and hold harmless, HIE and its current and former officers, employees, contractors and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever arising out of, caused by, attributable to or resulting from your use of Staff Accommodation except to the extent such expenses, costs, liabilities, claims, actions, proceedings, damages, judgements or losses arose out of, was caused by, attributable to or resulted from HIE's breach of the Staff Accommodation Agreement and Compendium, negligence or wrongful act or omission.
- 8.6 To the extent permitted by law, the aggregate of HIE's liability to you is limited to an amount not exceeding the rent and electricity charged to you in the relevant calendar year.

9. Behaviour

- 9.1 Noise is to always be kept to a minimum, particularly on balconies. Residents and guests must enter and exit using doors, not via patios or balconies. Balcony hopping is considered a serious issue, particularly in respect to safety. Vandalism, theft, unsafe behavior, noise complaints and anti-social behavior are to be referred to Island Security. Open flames are strictly prohibited within Staff Accommodation for fire safety reasons. Noise complaints lodged with Island Security can be treated confidentially and may be lodged anonymously by calling Switch on (07) 4946 9999. Other complaints may also be reported to Island Security. Suspected criminal behavior will be referred to the Queensland Police Service (QPS), including any violence, drug related incidents or theft.
- 9.2 Many of the residents in Staff Accommodation, including your roommate, will be on different rosters and you are not to disturb other residents with noise or anti-social behaviour. Be considerate of your neighbours and do not slam doors. You must act in accordance with the Code of Conduct and Rules and Regulations at all times.
- 9.3 HIE is committed to the principles of equal opportunity, diversity, and inclusion. HIE implements these principles through fostering an engaging environment for our residents where each person is treated with dignity and respect. You must uphold these values and always treat your fellow residents with respect. HIE ensures it adheres to all applicable laws in respect to equality and anti-discrimination and you are required to adhere to the applicable laws.
- 9.4 Breaches of the Compendium, including the Code of Conduct and Rules and Regulations, in respect to behaviour standards may result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction. Depending on the circumstances, the conduct may separately result in disciplinary action in relation to your employment.

10. Guests and Social Gatherings

- 10.1 You must not hold noisy parties or create a disturbance or nuisance in Staff Accommodation at any time. Staff Pool (Pool), Community Oval (Oval) and Community Point Henning (Point Henning) gatherings are not permitted without the written approval of the Staff Accommodation Management and must be registered with Island Security. The application form may be obtained from the Staff Accommodation Office. The Pool, Oval and Point Henning are to be restored to their initial condition upon departure, for example, no damage or garbage. Unauthorised gatherings and/or damage and leaving of garbage are a breach of this Compendium and may result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction. The standards of behaviour set out in this Compendium apply to the common areas, Pool, Oval, and Point Henning as well. Depending on the circumstances, the conduct may separately result in disciplinary action in relation to your employment and may be reported to Island Security. Please also refer to the Pool, Oval and Point Henning rules set out in **Schedule D** to this Compendium.
- 10.2 Regular overnight visitors or visitors that are not HIE employees must be approved by Staff Accommodation Management three (3) business days prior to visiting. The visitor's application form may be obtained from the Staff Accommodation office. Applications for visitors will be considered once you have completed three months' in HIE staff accommodation. Any overnight visitors must be approved by current roommates and Staff Accommodation Management. If your roommate withdraws their approval for the overnight stay of your visitor, Staff Accommodation Management may require your visitor to immediately leave the unit. Children under the age of 18yrs are not permitted to stay in accommodation with shared facilities or co-tenants.
- 10.3 There is a three-night maximum for all visitors unless otherwise authorised by Staff Accommodation Management in conjunction with the People, Culture and Development department.
- 10.4 You are responsible for the wellbeing and behaviour of your guests and their adherence to the Compendium and Rules and Regulations. You must provide your guests with copies of the Compendium and Rules and Regulations upon their arrival and any breach may result in the guest being required to vacate from Staff Accommodation immediately and denial of your Staff Accommodation changes or upgrade requests or result in your relocation or eviction. Suspected criminal behavior will be referred to the QPS, including any violence or drug related incidents.
- 10.5 If you reside in shared accommodation, you should consult your roommate and be considerate regarding visitors.
- 10.6 Staff Accommodation Management may require any unauthorised person staying in the accommodation to vacate immediately. Any visitor found staying in your unit without approval may also result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction.

11. Authorised HIE employee's entry to Staff Accommodation

11.1 HIE, Staff Accommodation Management or their agents may enter your allocated Staff Accommodation in the following circumstances:

- (a) to inspect the Staff Accommodation;
- (b) to make routine repairs to, or carry out maintenance (including pest control) of, the Staff Accommodation;
- (c) to inspect the repairs or maintenance after completion;
- (d) to comply with the *Fire and Emergency Services Act 1990* in relation to smoke alarms;
- (e) to comply with the *Electrical Safety Act 2022* in relation to approved safety switches;
- (f) to show the Staff Accommodation to another potential resident who may be replacing you in the Staff Accommodation;
- (g) if Staff Accommodation Management believes on reasonable grounds that the Staff Accommodation has been abandoned;
- (h) if Staff Accommodation Management has given you a notice to remedy a breach of the Staff Accommodation Agreement and Compendium and the rectification or otherwise of that breach is being inspected;
- (i) to leave a notice slip in your shared room, advising you about arrangements for a new roommate;
- (j) if you agree;
- (k) if there is an emergency, or we believe you may be harmed and/or at risk;
- (l) when HIE have reasonable grounds to believe that a welfare check is required;
- (m) if HIE believes on reasonable grounds that entry is necessary to protect the Staff Accommodation from imminent or further damage.

11.2 Staff Accommodation Management will provide you with seven (7) days' notice of a scheduled inspection (item a). Reasonable endeavors will be made to give you notice of the circumstances outlined at items b to i. However, due to operational requirements this is not always possible. HIE maintenance will follow best practices when entering, for example, knocking and notifying of their presence.

11.3 You may agree to a shorter notice period (item j above). If there is an emergency, including safety and security issues, or risk of imminent damage, (items k to m above) prior notice may not be provided to you.

12. Cleaning and Health and Hygiene Inspections

12.1 You are not permitted to smoke or vape inside any building. Smoking and vaping must strictly occur on your Staff Accommodation balcony or designated smoking areas and cigarette butts must be disposed of properly and are not to be left in garden beds which will be considered littering. Failure to do so may result in denial of your Staff Accommodation changes or upgrade requests or result in your relocation or eviction based on a breach of this Compendium.

12.2 Your Staff Accommodation is required to be always kept clean and tidy and you are responsible for maintaining the facilities and inventory provided in your Staff Accommodation. If you are in a shared situation, you must contribute to always keeping the entire Staff Accommodation clean and tidy as you may be charged cleaning fees, including on a pro rata basis. In a shared room situation, you must keep your allocated area clean and tidy. Your personal belongings should be kept within your area of the room. All cupboard and storage space must be shared equally.

12.3 You are responsible for cleaning the following areas:

- (a) external entry of the unit and balcony or veranda if you are located on the ground floor;
 - (b) all internal areas, blinds and door tracks, ceilings and walls;
 - (c) entry door, windows, balconies, wardrobes, glass doors and fly screens;
 - (d) bathrooms, mould in shower recess, tile grout, toilet, mirror, cupboard and shelves;
 - (e) all surfaces, shelves, benches, tables and furniture;
 - (f) air-conditioner filters – please ask if you need to be shown how to do this;
 - (g) drawers inside and out, walls and skirting boards throughout;
 - (h) floors including under beds, fridges and behind the oven;
 - (i) inside, outside, top, underneath and behind all electrical appliances (including but not limited to the fridge, stove, oven, air conditioner, microwave, fans, washing machine and clothes dryer if applicable); and
 - (j) top of the kitchen cabinets, mould on walls and ceilings.
- 12.4 HIE is responsible for cleaning the roofs and gutters, common areas, stairwells and handrails, curtains, and gardens.
- 12.5 Health and hygiene inspections are conducted throughout the year and notice will be provided before each inspection via email and text in accordance with section 11 above. During these inspections, the unit must be presented in a clean and tidy manner. These inspections are also an opportunity for you to raise with the inspector any issues you are having, including maintenance items.
- 12.6 You do not have to be present for the inspection. The inspector will leave a calling card in your room or unit stating your result and will lock the room upon exit. You will receive an email from 'noreply@happyco.com', please click on the link in the email as this is your Health and Hygiene Report. If you are not present, please leave a note for the inspector drawing attention to any maintenance issues not already logged. If the inspector identifies issues that need to be addressed, they will make a notation on their report and will email it to you.
- 12.7 If there is little evidence that you have conducted a spring clean of your unit, or there are issues with maintenance, cleanliness, or tidiness, you may 'fail' the health and hygiene inspection. Common 'fail' examples include:
- (a) dirty showers, with mould in the grout;
 - (b) dirty toilets;
 - (c) vanity in bathroom and kitchen sink not cleaned;
 - (d) fridges or freezers not defrosted and/or cleaned including seals;
 - (e) fan blades and air conditioner filters dirty; and
 - (f) oven, microwave, and rangehood not cleaned (if applicable)
- 12.8 You will be notified of the 'fail' of the health and hygiene inspection and asked to rectify the cleaning issues. A second health and hygiene inspection will take place after you have been given an opportunity to rectify the issues and if you fail the reinspection, this may result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction based on a breach of this Compendium. Cleaning may be conducted by HIE and charged to you as noted earlier in this Compendium. **You may also be charged a reinspection fee as set out in the Staff Accommodation Agreement.** This fee may be charged to each resident of the shared Staff Accommodation separately who has contributed to the cleaning issues. Repeated cleaning issues may also result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction. Contact or attend the office of Staff Accommodation to make payment.

13. Maintenance and Damage

- 13.1 You are to report all routine maintenance issues by using the QR code located in your room. Urgent maintenance issues should be reported immediately via Switch on (07) 4946 9999. Urgent issues include a burst water service or serious water leak, a blocked or broken toilet, gas leak, a dangerous electrical fault, a failure or breakdown of gas, electricity or water supply to the premises, or any other fault or damage that makes the premises unsafe or insecure.
- 13.2 Do not attempt to replace light globes or fix other maintenance issues in an unsafe manner. Please contact maintenance by using the QR Code located in your room if you need assistance. If reported items are not addressed within a reasonable time frame, please contact Staff Accommodation Management.
- 13.3 You must report all HIE inventory damage and breakages to Staff Accommodation Management. If there is damage caused by you then you may be required to pay for the replacement or fixing of the damaged property. This includes damage caused by you to common areas and other Staff Accommodation, including neighbouring Staff Accommodation. This includes damage caused by you because of cleaning issues such as mould. Repeated or significant damage issues may also result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction.

14. Mould and Air Conditioners

- 14.1 In tropical North Queensland the heat, humidity and rain can cause mould to grow. Reducing the amount of moisture is the best way to control mould growth. While you cannot control factors like rain, you can control the temperature you run your air conditioners. To help reduce mould HIE request that you:
 - (a) air out rooms by opening doors and windows to allow adequate ventilation of your unit;
 - (b) use fans to circulate air when you are at work or use the rain drop dehumidifier setting on the air conditioner;
 - (c) keep surfaces dust free and clean. Dust and dirt attract mould;
 - (d) when it is raining, close your windows to keep rain and moisture outside;
 - (e) invest in a moisture absorber, for example a 'Hippo' if possible being a product that absorbs moisture and is ideal for your wardrobe. This can be purchased from the IGA Supermarket;
 - (f) run air conditioners at 23 degrees in the summer months. When you run your air conditioner at lower temperatures, you increase the moisture build up on the walls, ceiling and floors in the apartments around you causing mould issues for your neighbours;
 - (g) leave your air conditioner on the raindrop dehumidifier setting when you are not at home;
 - (h) while HIE services air conditioning units yearly, please ensure you clean your filters regularly to prevent dust and mould build up; and
 - (i) remove mould promptly to stop or minimise growth with appropriate cleaning products available at the IGA Supermarket. White vinegar can be of assistance for cleaning as well.

If you have any concerns regarding mould, please contact Staff Accommodation Management.

15. Parking

- 15.1 Vehicles may only be parked by you in designated parking bays. For everyone's safety, emergency personnel must always have vehicle access to Staff Accommodation. Parking near fire hydrants is not permitted.
- 15.2 You are permitted to park in a spot with an electric power point only if your buggy requires recharging. See the Code of Conduct and Rules and Regulations for further requirements in respect of parking.

16. Laundry Facilities

- 16.1 Shared laundry facilities for all studio and dormitory style Staff Accommodation are located within the buildings, separate to the individual units. There is no charge for the use of these facilities. Before using the dryer, please remove any lint from the filters to reduce the chance of fire. Please remove any items from the pockets of clothes as these items may cause damage to the machines.
- 16.2 Washing and drying is to be collected from the laundry as soon as the cycle is complete. Clothing is not to be hung on balcony railings; however, you are permitted to use a clothes airer or drying rack.
- 16.3 To the extent permitted by the law, you agree to release, indemnify and hold harmless, HIE and its current and former officers, employees, contractors and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever arising out of, caused by, attributable to or resulting from your use of the laundry facilities except to the extent such expenses, costs, liabilities, claims, actions, proceedings, damages, judgements or losses arose out of, was caused by, attributable to or resulted from HIE's negligence or wrongful act or omission.
- 16.4 To the extent permitted by law, the aggregate of HIE's liability to you is limited to an amount not exceeding the current value of the clothes or laundry items that have been damaged or destroyed.
- 16.5 Any suspected criminal behaviour such as theft will be reported to the QPS and may also result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction.

17. Outside Areas and Balconies

- 17.1 If you reside in a ground floor unit without a balustrade, railings, or enclosed corridors then you are permitted to have a door mat, pot plants and a shoe rack provided these items do not impede access. Personal items outside your unit must not impede emergency services or walkways.
- 17.2 Balcony areas must not become overloaded storage areas for belongings. Residents who reside in upper-level units may only have a door mat at the front door. No pot plants to be hung over balcony balustrades as this is a safety hazard. Items left in common areas will be regarded as lost property and collected by HIE. HIE reiterates that climbing across balconies, including to gain access to Staff Accommodation, is not permitted and may result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction.

18. Pest Management, Wildlife and Pets

- 18.1 Due to the tropical environment and close living conditions, pest control is also the responsibility of you and all residents. Please ensure food items are appropriately stored and rooms are cleaned regularly. Please notify Staff Accommodation Management if you notice an increase in pest infestations and HIE will arrange for your unit to be treated. Staff Accommodation Management arranges annual pest control treatments.
- 18.2 Do not feed the wildlife under any circumstances. Wildlife may be unable to process human food causing illness and death and encouraging them into group kitchen facilities is unhygienic. Report all injured or dead wildlife to Switch on (07) 4946 9999. See the Rules and Regulations for further information.
- 18.3 Applications for pets that are kept in a cage or tank (for example: lizards, snakes, birds, and fish) may be approved if you have sole occupancy of your unit and reside in a low-density area. All cages and tanks must be kept in your room and not in common areas. Prior approval to have a pet in Staff Accommodation must be obtained from Staff Accommodation Management and the Civil Services Administrator. If approval is granted, you will be provided with the procedures for having pets including provision of details that enable HIE to trace the owner of a pet that may have escaped. We have the right to refuse an application. To apply for a pet in Staff Accommodation please contact civilservices@hamiltonisland.com.au. Having an unauthorised pet at your Staff Accommodation is a breach of this Compendium and may result in the denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction.

19. Garbage and Recycling

- 19.1 Separate yellow bins are provided in the garbage enclosure for recycled material. HIE recycles cardboard, paper, glass, milk containers, plastic, steel, and aluminum cans. All other waste should be placed in the red general waste bins. Garbage is collected two to three times per week from the bin enclosures. Bins are stored in bin enclosures, generally near the entry and exit points to the buildings. You must familiarise yourself with the location of the bins and place your garbage in the relevant bins. You must ensure the bin enclosure doors are closed, bins are not overloaded, and lids are closed to prevent wildlife and vermin from accessing the garbage. Garbage must not be left in hallways and common areas by you and may result in denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction based on a breach of this Compendium.
- 19.2 The Salvation Army provides bins on Hamilton Island for the recycling of clothing and linen. You must place your items in the bins provided as anything left outside the bin will be collected as garbage. Electrical items, crockery and glassware should not be placed in the Salvation Army bins. There is a cabinet located in the staff library where unwanted kitchen items in good condition can be placed for incoming staff. You can visit the Hamilton Island Buy, Swap and Sell page on Facebook.

20. Fire Protection

- 20.1 The fire alarm system in Staff Accommodation at Passage Views, Chalkies Lodge and Palm Views is a monitored system with smoke detectors in every room. This means that any cooking in a room may activate the smoke detector which will sound the alarm throughout the entire building and automatically call out the Fire Department. Call out fees may apply for activating a fire alarm due to any negligent actions by you. There is strictly no smoking permitted inside Staff Accommodation. Portable open flame gas cook tops are not permitted inside units. If you suspect a fault with fire detection equipment, please urgently log with maintenance via the QR code located on your fridge.

- 20.2 The fire evacuation plan for your unit is attached to the back of your entry door. Familiarise yourself with emergency exits, fire evacuation points and the location of fire extinguishers. In the event of an emergency evacuation, residents must follow all directions given by the Emergency Response Team or Fire Fighters.
- 20.3 If your alarm goes off out of hours, please contact Switch on 07 4946 9999. If you see smoke or evidence of a fire, call Switch on 07 4946 9999 and 000 urgently.
- 20.4 Tampering with fire detection devices and fire protection equipment may be found to be a criminal offence and you may be referred to the QPS and Fire Department if this is discovered. This may also result in a denial of Staff Accommodation changes or upgrade requests or result in your relocation or eviction. You may be charged fees for tampering with smoke detectors and fire protection equipment which then needs to be fixed. You must not remove:
- (a) smoke detector from the ceiling or wall; and
 - (b) the battery from a smoke detector or cover (Fire alarm batteries are changed annually by Staff Accommodation)
- 20.5 You can do the following while cooking to reduce the possibility of the fire alarm sounding:
- (a) before you start to cook inside your accommodation, even if it is just toast or boiling an egg, open a window or the sliding door if one is fitted;
 - (b) turn on the ceiling fan;
 - (c) if a range hood is installed, turn on the exhaust fan; and
 - (d) if you are using a fry pan or wok, or are about to open a hot oven, first open the front door to your unit. This will increase the air flow through your unit.

In the event of any fire, if possible and safe to do so, proceed to shut the windows and door when evacuating.

21. Lost Keys and Lockout

- 21.1 If you are locked out of your unit, you may borrow a key from Staff Accommodation during their hours of operation. Failure to return this key within twenty-four hours will incur a replacement fee. **If you lose a key, a replacement key may be purchased from the Staff Accommodation Office for the fee as set out in the Staff Accommodation Agreement.** Contact or attend the office of Staff Accommodation to make payment.
- 21.2 Contact the Switch Operator for lockouts when the Staff Accommodation office is closed. **An Island Security Officer will let you in your room and a lock out fee may be charged as set out in the Staff Accommodation Agreement.** Contact or attend the office of Staff Accommodation to make payment.

22. Staff Accommodation Shop

- 22.1 The staff shop is located at the Staff Accommodation office and provides basic items for purchase, for example pillows and blankets. Further household items can be purchased from the IGA Supermarket. Inventory items that are subject to fair wear and tear and are supplied with your unit may also be replaced at Staff Accommodation free of charge, for example, the broom, dustpan set, bin, mop, toilet brush and shower curtain.

23. Postage

- 23.1 Mail cannot be delivered to your unit or room. Mail is delivered to your Department's Post Office Box and your Manager can provide you with the Department's Post Office Box

number or these numbers are otherwise listed on the Hub:
<https://www.hamiltonisland.com.au/arrivalhub/island>.

- 23.2 Items delivered by transport companies will be held at Stores for collection. Stores is located at the end of Front Street where the barge docks. For collection, please go to the office next to the IGA Supermarket.

SCHEDULE A

Useful Phone Numbers and Contacts (subject to change)

RESTAURANTS AND BARS

BAKERY	4946 8281
BEACH CLUB RESTAURANT	4948 9117
GARDEN BAR	4946 8268
BOTTLE SHOP	4946 8901
BOUGAINVILLEA BAR	4946 8296
COCA CHU	4946 8580
GOLF COURSE RESTAURANT	4948 9759
MANTA RAY CAFÉ	4946 8213
MARINER'S SEAFOOD RESTAURANT	4946 8628
POOL TERRACE	4946 9999
POPEYE'S FISH AND CHIPS	4946 8610
QUALIA	4948 9222
R-BAR	4946 8603
RAINFOREST CAFÉ	4946 8553
ROMANOS	4946 8212
SAILS STEAK & SEAFOOD GRILL	4946 8562
VERANDAH BAR	4946 8561
WILD LIFE PARK	4946 9078
YACHT CLUB RESTAURANT	4948 9433

OTHER SERVICES

ALCOHOL AND DRUG SERVICE	1800 177 833
BEYOND BLUE	1300 224 636
LIFELINE	131 114
WHITSUNDAY COUNSELLING AND SUPPORT	4946 2999
WHITSUNDAY COMMUNITY HEALTH	4948 7633
EMERGENCY	000

CRUISE WHITSUNDAY FERRIES	www.cruisewhitsunday.com
MAINLAND BUSES	www.whitsundaytransit.com.au
HAMILTON ISLAND APP	Available from App/Play Store

TOUR DESK	Mon - Sat 08:00 - 17:00 Sun 09:00 – 17:00
STAFF GYM	06:00 - 22:00
SPORTS CLUB	Mon - Sat 06:00 - 18:30 Sun 8:00 – 16:00
UNIFORM ROOM	Mon – Fri 10:00 - 13:00

SERVICES

ISLAND SECURITY	4946 8119
STAFF ACCOMMODATION AND ISLAND SECURITY AFTER HOURS	4946 9999
MAINTENANCE HELP DESK	4946 8524
STAFF ACCOMMODATION	4946 8113
WORKPLACE HEALTH AND SAFETY	4946 8122

AIRPORT - JETSTAR	4946 9683
AIRPORT - VIRGIN	4946 9675
IGA SUPERMARKET	4946 8898
CHEMIST	4946 9053
CRUISE WHITSUNDAYS MARINA	4946 9245
EMPLOYEE RELATIONS	4948 9944
FLORAL COLLECTIONS	4946 9104
GOLF CLUB – GOLF BOOKING	4948 9760
HAIR & BEAUTY	4946 8244
HIE INJURY COORDINATOR(WH&S)	4948 9889
HI KINDY	4948 9371
MEDICAL CENTRE	4804 5688 (02)9433 0493
PAYROLL	4946 9053
PHARMACY	4946 9462
POST OFFICE	4948 9484
QUALIA SPA	
RESERVATIONS	137 333 or 137335 0437 242 847
RESORT LINK	4946 9522
SCHOOL	4946 8669
SPA WUMURDAYLIN	4946 8125
STORES	4946 8519
UNIFORM ROOM	

OPENING HOURS

IGA SUPERMARKET	Mon - Sat 08.30 – 19:00 Sun 08:30 – 18:00
ISLAND SHUTTLE	07:00 – 23:00
PAYROLL	8:30 – 17:00
POST OFFICE	Mon - Fri 8:30 – 17:00
RAINFOREST CAFÉ	10:00 – 20:00
RESORT LINK	7:00 – 17:45

SCHEDULE B

Departure Checklist – Staff Accommodation Check Out Instructions

The final checkout inspection will be conducted within 48 hours of your last working day. If the room requires further attention, you will be charged a cleaning fee to have the room cleaned professionally and this will be charged to you and payable by card or bank transfer. To assist you further, please refer to the following checklist to guide you through the checkout process and ensure you do not incur any unnecessary fees.

Step 1 REMOVE ALL NON HIE ITEMS

- **Cleaning and personal care products** (*soap, shampoo, conditioner, dish cloths, washing powder etc*)
- **Food** (*perishable & non-perishable, frozen & refrigerated, cans, bottles & cartons etc*)
- **Linen** (*sheets, towels, tea towels, mattress protector etc*)
- **Kitchen and dining equipment** (*pots, pans, crockery, glasses, cutlery, cooking utensils etc*)
- **Appliances** (*irons, ironing boards, ovens/hotplates, sandwich presses, kettles, toasters, blenders, stereos etc*)
- **Purchased or acquired furniture** (*mattresses, bed bases, sofas, chairs, coffee table, bedside table, bookshelves, barbeques, outdoor setting etc*)
- **Miscellaneous** (*clothes, posters, magnets, coat hangers, clothes dryers etc*)

Step 2 REQUIRED CLEANING

- Ceiling fans - turn fans off and wipe blades with a damp cloth.
- Air conditioners and filters – carefully lift the AC cover on both sides.
- Light and fan switches.
- Door, frames, and door tracks - front door, cupboard doors, wardrobe doors, glass doors etc.
- Remove all cobwebs, clean ceilings, walls, and skirting boards throughout.
- Glass throughout - louvers, mirrors, sliding doors and windows.
- Fridge and freezer - inside, outside, top, underneath, and behind. Defrost freezer if needed.
- Microwave, stove, range hood and filters, oven, and grill - inside, outside, top, underneath, and behind.
- All furniture and surfaces – shelves, benches, tables etc
- All drawers and cupboards - inside and outside.
- Washing machine and dryer - wipe inside and outside, remove lint from dryer filter.
- Bathroom throughout – shower incl tile grout, exhaust fan, toilet, mirror, cupboard, and shelves.
- Exhaust fan – turn the bathroom light off and remove dust with a dustpan brush.
- Floors throughout - Sweep/vacuum and mop including balcony, behind and underneath refrigerator, washing machine and beds. Note - this should be the last task completed before departing your accommodation.

IMPORTANT

- **Any personal items left in the room will be discarded by Staff Accommodation.**
- **Recycle by leaving the bin, bucket, dustpan, mop, and broom in the room.**
- **Do not wash the curtains.**
- **Compare the standard of the unit now to the standard noted on your Property Entry Report, all items should be in the condition you found them in.**
- **Contact Staff Accommodation if you require a copy of your Property Entry Report.**

SCHEDULE C

Exemption Conditions

Instrument of Exemption

INDIVIDUAL EXEMPTION FROM THE REQUIREMENT TO HOLD A RETAILER AUTHORISATION

DATE OF ISSUE: 29 January 2018

FORM OF ENERGY: Electricity

Pursuant to section 110 of the National Energy Retail Law, the Australian Energy Regulator on 29 January 2018 decided to grant Hamilton Island Services (ACN 010 254 234) an exemption from the requirement to hold a retailer authorisation under section 88 of the National Energy Retail Law, subject to the conditions outlined below. This exemption applies to the sale of electricity to small electricity customers on Hamilton Island and Dent Island, Queensland.

Condition 1 – Obligation to supply

1. The exempt person cannot refuse to sell energy to an exempt customer at Hamilton Island and Dent Island, except in accordance with relevant disconnection provisions, or where the exempt customer's premises have been disconnected by the exempt person for a reason other than failure to pay a bill and the matter leading to the disconnection has not been rectified. The exempt person must reconnect the premises and offer to sell energy once the matter is rectified.

Condition 2 – Information provision

1. The exempt person must provide written advice to an exempt customer at the start of their tenancy/ sale agreement, and to existing customers on commencement of this exemption, of the following:
 - a. that the exempt person is not subject to all the obligations of an authorised retailer, and the exempt customer will not receive the same protections as they would if they were purchasing from an authorised retailer
 - b. the exempt customer's rights in relation to dispute resolution including:
 - i. any right that the exempt customer has to access the energy ombudsman scheme or any other relevant external dispute resolution body in the state or territory in which the exempt customer is located and,
 - ii. the exempt person's procedures for handling complaints and disputes
 - c. the conditions applicable to the exemption that the exempt person is operating under
 - d. the availability of relevant government or non-government energy rebates, concessions and relief schemes

- e. the forms of assistance available if the exempt customer is unable to pay energy bills due to financial difficulty, as well as the process the exempt customer should follow to seek these forms of assistance
 - f. the energy tariffs and all associated fees and charges that will apply to the exempt customer in relation to the sale of energy
 - g. any flexible payment options that are available to the exempt customer in relation to the sale of energy, such as arrangements for payment by periodic instalments (bill smoothing)
- 1. Condition 2.1.g does not apply to employees of the exempt person (or its related companies) who are billed for energy via payroll deductions.**
- h. contact numbers in the event of an electricity fault or emergency.
2. Where the exempt customer is an employee of the exempt person (or its related companies) the customer must also be advised, on commencement of their employment, of:
- a. billing and payment arrangements. This includes advice that energy payments are made via payroll deductions and that employees paying via this method do not receive bills and will receive only limited information on payslips about energy usage and costs
 - b. the basis for energy bills if usage is unmetered, including a description of the method used to calculate bills.
3. The information required by conditions 2.1 and 2.2 must also be provided to the exempt customer or the AER at any time on request.

Condition 3 - Billing and payment arrangements

- 1. The exempt person must ensure that bills are issued to each exempt customer at least once every three months.
- 2. **Condition 3.1 does not apply to employees of the exempt person (or its related companies) who are billed for energy via payroll deductions.**
- 2. The exempt person must offer at least two payment methods to an exempt customer. However, if an exempt person offers direct debit as one payment method, they must also offer at least two other payment methods to an exempt customer (that is, at least three methods in total). In each case, at least one of the payment methods offered must be able to be effected without internet access. For example:
 - a. in person
 - b. by telephone
 - c. by mail

d. by direct deposit into a bank account.

Condition 3.2 does not apply to employees of the exempt person (or its related companies) who are billed for energy via payroll deductions.

3. The exempt person must offer a payment plan to an exempt customer who has identified themselves as being in financial difficulty. Requirements for establishing a payment plan are specified in condition 12.
4. The requirements in condition 3(3) do not apply where the exempt customer:
 - a. has had two payment plans cancelled by the exempt person in the previous 12 months due to non-payment, or
 - b. has been convicted of an offence involving illegal use of energy in the previous two years
 - c. is an employee of the exempt person (or its related companies) who is billed for energy via payroll deductions.
5. An exempt person must include the following particulars in a bill for an exempt customer:
 - a. the name of the exempt customer
 - b. the address of the exempt customer's premises
 - c. date that the account was issued
 - d. the identifier of the meter for the exempt customer's premises
 - e. the pay-by date for the bill
 - f. date of the current meter reading or estimate, as applicable
 - g. the dates to which the meter reading or estimate applies (billing period)
 - h. current meter reading or estimate in kilowatt hours. Where the amount is an estimate, this must be clearly stated on the bill.
 - i. previous meter reading or estimate in kilowatt hours. Where the amount is an estimate, this must be clearly stated on the bill.
 - j. the amount of energy consumed, or estimated to be consumed, in the meter reading period. For electricity, consumption must be shown in kilowatt hours.
 - k. tariffs, fees and charges applicable to the exempt customer
 - l. the basis on which tariffs, fees and charges are calculated
 - m. any amount deducted, credited or received under a government or non-government funded energy charge rebate, concession or relief scheme or under a payment arrangement, where applicable

- n. details of the available payment methods
- o. a telephone number for account inquiries and complaints.

3. Condition 3.5 does not apply to employees of the exempt person (or its related companies) who are billed for energy via payroll deductions.

6. The exempt person must provide employees who are billed via payroll deductions and do not receive energy bills, with a receipt listing at a minimum:
 - a. the exempt customer's name and address
 - b. billing period
 - c. amount of energy used in the billing period by the customer
 - d. applicable tariffs and charges.

Condition 4 - Estimation as basis for bills

Condition 4 does not apply to employees of the exempt person (or its related companies) who are billed for energy via payroll deductions.

1. The exempt person must use best endeavours to ensure that the meter for each exempt customer is read and used as the basis, or apportioned, for any bill issued.
2. The exempt person cannot rely on an estimation of the meter value at the start of an energy supply arrangement with an exempt customer, or for the purpose of issuing a final bill to an exempt customer.
3. The exempt person may base an exempt customer's bill on an estimation of the exempt customer's consumption of energy where the exempt person is not able to reasonably or reliably base the bill on an actual meter reading.
4. Where an estimation is used as the basis for an exempt customer's bill, the estimation must be based on:
 - a. historical metering data for the exempt customer reasonably available to the exempt person, or
 - b. where this is not available, the average usage of energy by a comparable customer over the corresponding period.
5. If an exempt customer's bill is based on an estimation, this must be clearly stated on the bill.

Condition 5 - Pay-by date

4. Condition 5 does not apply to employees of the exempt person (or its related companies) who are billed for energy via payroll deductions.

1. The pay-by date for a bill must not be less than 13 business days from the date on which the exempt person issues the bill.

Condition 6 - Receipts

Condition 6 does not apply to employees of the exempt person (or its related companies) who are billed for energy via payroll deductions.

1. The exempt person must provide each exempt customer with a receipt for any amount paid for energy, except where payment has been made by:
 - a. direct debit, or
 - b. credit card over the phone and the customer is provided with a receipt number.
2. The exempt person must provide the exempt customer with a separate receipt if a payment for energy was made together with a rent payment but has not been separately identified on the rent receipt.

Condition 7 – Pricing

1. The exempt person must provide notice to the exempt customer of any change in the exempt customer's tariff as soon as practicable, and no later than the exempt customer's next bill, or next payment deduction for employee exempt customers who do not receive bills.
2. The exempt person must limit any late payment fee to a recovery of reasonably incurred costs by the exempt person as a result of the customer's late payment.^{4 5}

Condition 8 – Undercharging and Overcharging

1. Where an exempt customer has been undercharged, the exempt person can recover the amount undercharged subject to the following:
 - a. where the undercharging was not the result of the exempt customer's fault or unlawful act or omission, the exempt person is limited to recovering the amount undercharged in the 9 months before the date on which the customer is notified of the undercharging
 - b. the exempt person cannot charge interest on the undercharged amount
 - c. the exempt person must offer the exempt customer time to pay the undercharged amount by instalments, over a period nominated by the customer (up to 12 months, but no longer than the period of the undercharging).
2. Where an exempt customer has been overcharged, the exempt person must inform the customer within 10 business days after becoming aware of the overcharging and repay the amount overcharged subject to the following:
 - a. where the amount overcharged is \$25 or more, the exempt person must refund the

⁴ For clarification, a late payment fee can only be charged where it has not been excluded by jurisdictional legislation.

⁵ Late payment fees cannot be charged to employees who pay for energy to the exempt person or related companies via payroll deductions.

amount to the exempt customer if requested, or if no such request is made, credit the amount to the exempt customer's next bill.⁶ Where the exempt customer no longer purchases energy from the exempt person, the exempt person must use best endeavours to refund the amount within 10 business days

- b. where the amount overcharged is less than \$25, the exempt person must credit that amount to the exempt customer's next bill⁷
- c. no interest is payable on the overcharged amount
- d. where the overcharging was the result of the exempt customer's fault or unlawful act or omission, the exempt person is limited to repaying the amount overcharged in the 12 months before the date on which the error was discovered.

Condition 9 – De-energisation or disconnection of premises

- 1. Where an exempt customer informs the exempt person that they are unable to pay energy bills due to financial difficulty, the exempt person must:
 - a. direct the exempt customer to the Australian government energy efficiency website or another information resource with energy efficiency advice, and
 - b. ensure that the exempt customer is aware of relevant government or non-government energy rebates, concessions and relief schemes, and
 - c. offer the exempt customer the option of a payment plan, and
 - d. not charge the exempt customer a late payment fee, and
 - e. not charge the exempt customer a security deposit.
- 5. **Condition 9.1 does not apply to employees of the exempt person (or its related companies) who pay for energy via payroll deductions.**
- 2. Subject to condition 10, the exempt person must not proceed with disconnection or de-energisation of an exempt customer unless the following requirements have been met:
 - a. the exempt customer has requested disconnection, or
 - b. continuity of supply to the premises would be unsafe, or
 - c. the exempt customer's tenancy/residency/agreement has ended and the exempt customer is vacating the premises, or
 - d. the exempt customer has not paid a bill by the pay-by date or has not adhered to the terms of a payment plan, and:

⁶ For employees of the exempt person or related companies who pay for energy via payroll deductions, overcharges may be refunded via a direct payment to the employee.

⁷ For employees of the exempt person or related companies who pay for energy via payroll deductions, overcharges may be refunded via a direct payment to the employee.

- i. following non-payment by the pay-by date, the exempt person has given the exempt customer a reminder notice requesting payment by a date at least 6 business days from the date of issue of the reminder notice, and, in the case of residential exempt customers, has offered to establish a payment plan with the exempt customer and has restated the forms of assistance available if the non-payment is due to financial difficulty, and
 - ii. following non-payment by the date specified in the reminder notice, the exempt person has given the exempt customer a disconnection warning notice informing the exempt customer that disconnection may occur if payment of the outstanding bill is not made by a date at least 6 business days from the date of issue of the warning notice, and
 - iii. the exempt person has, after issuing the disconnection warning notice, used its best endeavours to contact the customer in person or by telephone in connection with the failure to pay, and
 - iv. the exempt customer has, by the date specified in the disconnection warning notice, refused or failed to take any reasonable action towards settling the debt.
3. Where an exempt customer is disconnected in accordance with condition 9(2)(b), the exempt person must use its best endeavours to notify the exempt customer in person or by telephone prior to the disconnection, and must arrange for reconnection of the premises as soon as practicable.
 4. This condition does not apply where state tenancy legislation sets out the process and requirements for the disconnection or de-energisation of energy supply by the exempt person on the basis that they are a landlord.

Condition 10 - When de-energisation or disconnection is prohibited

1. The exempt person must not de-energise or disconnect an exempt customer's premises in the following circumstances:
 - a. for residential customers only, a person residing at the exempt customer's premises requires life support equipment that depends on energy for its operation, or
 - b. for residential customers only, an application has been made by or on behalf of the exempt customer for assistance to an organisation responsible for a rebate, concession or relief available under any government or non-government funded energy charge rebate, concession or relief scheme and a decision on the application has not been made, or
 - c. the exempt customer has made a complaint directly related to the proposed reason for de-energisation or disconnection, to the exempt person, the energy ombudsman or another relevant external dispute resolution body and the complaint remains unresolved, or

- d. the de-energisation or disconnection would occur on:
 - i. a business day before 8am or after 3pm, or
 - ii. a Friday or the day before a public holiday, or
 - iii. a weekend or a public holiday, or
 - iv. the days between 20 December and 31 December (inclusive) in any year.
2. The exempt person must contact its electricity distributor to ask whether de-energisation or disconnection of a retail customer in the relevant jurisdiction would be prohibited on that day due to extreme weather conditions. Where the distributor confirms that the de-energisation or disconnection of a retail customer would be prohibited on that day, the exempt person must not de-energise or disconnect the exempt customer's premises.
3. This condition does not apply where the exempt customer has requested de-energisation or disconnection.
4. This condition does not apply where the energy supply agreement between the exempt person and the exempt customer has been terminated.

Condition 11 - Re-energisation or reconnection of premises

1. Where an exempt customer is de-energised or disconnected in accordance with conditions 9 and 10 and the customer makes a request for re-energisation or reconnection, the exempt person must re-energise or reconnect the premises as soon as practicable after:
 - a. a request for re-energisation or reconnection is made. A request for re-energisation or reconnection may be made ten business days after de-energisation or disconnection, or as soon as the matter that led to the de-energisation or disconnection is rectified, and
 - b. any charges for re-energisation or reconnection are paid, and
 - c. if the customer still has outstanding amounts owed under the exempt customer's energy account, the customer agrees to enter into a payment plan with the exempt person.
2. Subject to condition 11.1, the exempt person must re-energise or reconnect the premises (or, where required, arrange with the distributor to re-energise or reconnect the premises) as soon as practicable, and no later than two business days from when the request was made.
3. Subject to condition 11.1, the exempt person cannot refuse to supply an exempt customer on the grounds that they owe outstanding amounts on their energy account.

Condition 12 - Payment plans

1. In establishing a payment plan the exempt person must have regard to:
 - a. the exempt customer's capacity to pay; and

- b. any outstanding amounts owed by the exempt customer; and
 - c. the exempt customer's expected energy consumption needs over the following 12 month period.
2. An exempt person who offers a payment plan to an exempt customer under this condition must inform the exempt customer of:
- a. the duration of the plan; and
 - b. the amount of each instalment payable under the plan, the frequency of instalments and the date by which each instalment must be paid.

Condition 13 - Choice of retailer

1. Where an exempt customer is eligible under state legislation to purchase energy from a retailer of their choice, the exempt person must not do anything to discourage or prevent them from exercising this choice, whether by:
- a. requiring the exempt customer to waive their ability to choose a retailer
 - b. unreasonably hindering their efforts to find another retailer, or
 - c. unreasonably hindering any metering or network changes required to enable choice of retailer.

Condition 14 – Concessions and rebates

1. Where an exempt customer is eligible to receive a government or non-government energy rebate, concession or assistance under a relief scheme, the exempt person must not hinder an exempt customer's attempts to establish eligibility.
2. If the government or non-government energy rebate, concession or assistance under a retail scheme can only be claimed by the exempt person on behalf of the eligible exempt customer, then, assuming there is no legal impediment, the exempt person must make that claim and, if successful, must apply the rebate, concession or assistance to the exempt customer's bill, or next payroll deduction for employees of the exempt person or related companies.

Condition 15 – Life support customers

1. Where an exempt customer provides an exempt person with confirmation from a registered medical practitioner that a person residing at the exempt customer's premises requires life support equipment, the exempt person must:
- a. advise the person whose embedded distribution network and sale of energy is occurring within (if different from the exempt person) that a person residing at the premises requires life support equipment, and
 - b. advise the exempt person's authorised retailer and distributor that the person residing at the premises requires life support equipment, and
 - c. provide the exempt person's authorised retailer and distributor with any relevant

information about the premises for the purposes of updating their records and registers.

2. An exempt person must maintain records of any exempt customers who have life support equipment that depends on energy for its operation on their premises.

Condition 16 - Contact details

1. The exempt person must provide a means of contact for account inquiries and complaints that can be readily accessed by exempt customers. Where a telephone number is provided, the charge for this call must be no more than the cost of a local call.

Condition 17 – Dispute resolution

1. An exempt person must develop and make a set of procedures detailing the exempt person's procedures for handling complaints and disputes, and those procedures must be provided to exempt customers in accordance with condition 2(1)(c).
2. The procedures must be consistent with the Australian Standard AS/NZS 10002:2014 (*Guidelines for complaint management in organisations*) as amended and updated from time to time.
3. In the event of a complaint or dispute concerning the sale of energy to an exempt customer, and in the absence of a determination of the relevant tenancy tribunal if the customer is a tenant, the exempt person must:
 - a. deal with the complaint or dispute in accordance with the exempt person's procedures for handling complaints and disputes, and
 - b. make reasonable endeavours to resolve the dispute, and
 - c. advise the exempt customer:
 - i. of any right that the exempt customer has to access an energy ombudsman (if applicable) or any other external dispute resolution body in the state where the exempt customer is located, and
 - ii. of the telephone number and other contact details of the energy ombudsman (if applicable).

Condition 18 – Member of energy ombudsman scheme

1. An exempt person must, if permitted by an energy ombudsman scheme,
 - a. be a member of, or subject to, the energy ombudsman scheme, and
 - b. comply with the requirements of that scheme.

Condition 19 – Planned interruptions to supply

1. For planned interruptions, the exempt person must notify each affected exempt customer at least four business days before the date of the interruption.

2. The notification must:
 - a. specify the expected date, time and duration of the interruption; and
 - b. include a telephone number for enquiries (the charge for which is no more than the cost of a local call); and
 - c. include a statement that any enquiries regarding planned interruptions are to be directed to the exempt person.
3. The exempt person must use its best endeavours to restore the exempt customer's supply as soon as possible.

Condition 20– Unplanned interruptions to supply

1. In the case of an unplanned interruption, the exempt person must:
 - a. within 30 minutes of being advised of the interruption, or otherwise as soon as practicable, make available information on the nature of the interruption and an estimate of the time when supply will be restored or when reliable information on restoration of supply will be available; and
 - b. if providing a telephone response that is automated, provide options for exempt customers options for exempt customers who call the service to be directly connected to a telephone operator if required; and
 - c. use its best endeavours to restore supply to affected exempt customers as soon as possible.

Condition 21 – Termination of energy supply agreement

1. An energy supply agreement between the exempt person and an exempt customer will terminate:
 - a. on a date agreed by the exempt person and exempt customer, or
 - b. five business days (or a different time agreed by the exempt person and exempt customer) from the date when the exempt customer gives the exempt person a termination notice, or
 - c. at the conclusion of the exempt customer's lease for, or occupancy of, the premises to which the energy is supplied, or
 - d. when the exempt customer starts receiving energy retail services from a different retailer or exempt person, or
 - e. when a different exempt customer moves in and starts receiving customer retail services for the premises, or

- f. at the end of a period of 10 business days commencing on the day the exempt customer's premises are disconnected, where the conditions for reconnection have not been met.
2. Termination of an arrangement to supply energy does not affect any rights or obligations that have already accrued under the agreement.

Condition 22 - Maintaining records

1. The exempt person must maintain records of the following for each of its exempt customers:
 - a. the name of the exempt customer.
 - b. the address of the exempt customer's premises.
 - c. the identifier of the meter for the exempt customer's premises (if applicable).
 - d. the date that the customer account was created.
 - e. copies of any bills issued for the previous 12 months.
 - f. the date of the most recent meter read for the customer (if applicable).
 - g. the basis for determining any estimates of consumption for the purpose of billing where a meter read could not be obtained.

SCHEDULE D

Staff Pool rules

This facility is open from 6.00am – 10.00pm

- Social gatherings require authorisation from Staff Accommodation Management and registered with Island Security
- No glassware in or around the pool
- Children must be supervised by an adult at all times
- No diving, jumping, bombing
- Use caution, pool depth may vary or drop off
- Use caution, areas may be slippery when wet
- HIE accepts no responsibility for lost or damaged property left in the area
- No Lifeguard on duty, swim at your own risk
- You must wear proper swimming attire
- Scan here to report any damage or faulty facilities



Community Oval rules

This facility is open from 6.00am – 10.00pm

- Social gatherings require authorisation from Staff Accommodation Management and registered with Island Security
- Keep the area clean and tidy for all to enjoy
- Rubbish to be placed in bins provided
- No glassware is permitted on the oval at any time
- Please enjoy this facility and be respectful to others
- Mistreatment or misuse will result in closure of this facility
- Report any damage or faulty facilities to Staff Accommodation administration
- HIE accepts no responsibility for lost or damaged property left in the area
- Scan here to report any damage or faulty facilities



Community Point Henning rules

This facility is open from 6.00am – 10.00pm

- Staff social gatherings require authorisation from Staff Accommodation Management and registered with Island Security
- Keep the area clean and tidy for all to enjoy
- Rubbish to be placed in bins provided
- No glassware is permitted at any time
- Please enjoy this facility and be respectful to others
- HIE accepts no responsibility for lost or damaged property left in the area
- Mistreatment or misuse will result in closure of this facility
- Scan here to report any damage or faulty facilities

