

EnergyAustralia Market Retail Contract

Terms and Conditions



EnergyAustralia
LIGHT THE WAY

About this contract

This Contract is a market retail contract about the sale of energy to you at the premises in your Energy Plan Details.

This Contract is made up of the following parts:

- the **Contract Terms and Conditions** contained below which set out the basic and general terms and conditions of this Contract;
- your **Energy Plan Details**, a separate document, which set out specific terms and conditions applicable to you under this Contract, such as the specific Benefits, tariffs and charges, and any period that tariffs and charges may be fixed; and
- any **Special Terms and Conditions** you agree form part of your market retail contract – these are additional terms and conditions supplement the Contract Terms and Conditions and Energy Plan Details – for example, terms and conditions for ancillary products (such as a Solar Feed-In arrangement).

This Contract complies with energy and consumer laws. These laws also contain other rules about how we can sell energy to you, and we will comply with these rules in our dealings with you if they are applicable. For example, the energy laws set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

You may also agree to receive other products or services from us. The terms and conditions for these other products or services form a separate contract between you and us (in addition to this Contract)

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Contract Terms and Conditions

Some key terms to be aware of

These terms and conditions contain a range of rights and obligations you have when we supply energy to you, and you should read them fully. Here are some of the key terms you should be aware of:

- **Clause 1.7:** We may amend this Contract by notice to you to reflect changes in laws or regulations, or make variations that are reasonably necessary to protect our legitimate business interest.
- **Clauses 2.1 and 2.2:** You must provide us with accurate information that we need to supply you energy, and update us when that information changes.
- **Clause 3.1:** To the extent permitted by law, we make no representations about the condition or suitability of the energy we supply.
- **Clause 3.2:** The energy laws exclude our liability for failure to supply energy to your premises or because of the defective supply of energy unless we've acted in bad faith or negligently. We are also not liable for a failure to supply gas if the failure arises out of any accident or cause beyond our control.
- **Clause 4.6:** Your Contract with us will end in certain circumstances, including when we notify you that we intend to end your Contract (subject to the restrictions set out in clause 4.6).
- **Clause 4.8:** We may charge you an exit fee if that is included in your Energy Plan Details.
- **Clause 5.2:** You agree that we may change your plan if you are or become ineligible for the plan, and may transfer you to your previous retailer if that is possible and you were ineligible for your plan at the start of this Contract.
- **Clause 10.2:** We may vary the tariffs and charges set out in your Energy Plan Details, or introduce new tariffs and charges, in certain circumstances. We will give you notice before doing that and you may notify us that you wish to end the Contract within 20 business days of receiving that notice.
- **Clause 10.4:** Your tariffs with us may contain certain variable features (described in your Energy Plan Details or otherwise notified to you) that we, or your distributor, may vary from time to time.
- **Clause 12:** We may disconnect your energy supply in certain circumstances.
- **Privacy Act Notice:** We will collect and use your personal information in accordance with our Privacy Policy, which may allow us to share your personal information with third parties to the extent required to sell, deliver and market energy to you, to provide you with information on other products and services we have available, and for customer analysis purposes.

1. CONTRACT DETAILS

1.1 Parties

The parties to this Contract are:

- (a) EnergyAustralia Pty Ltd (ABN 99 086 014 968) (in this Contract referred to as "we", "our" or "us"); and
- (b) You, the customer to whom this Contract applies (in this Contract referred to as "you" or "your").

We may arrange for another person to carry out some of our obligations

under this Contract, but we're still liable to you for any failure to comply with this Contract.

1.2 Does this Contract apply to you?

These Contract Terms and Conditions apply to you if:

- (a) you have agreed to purchase energy from us and accepted one of our market offers (instead of entering into a standard retail contract with us) or accepted a plan that we tell you forms part of a market retail contract; and
- (b) one of the following is true:
 - (i) you're a residential customer; or
 - (ii) you're a business customer classified as a "small business" customer under the energy laws. This depends on how much energy you consume per year.

Note: Your State or Territory may have different rules about what a 'small business' customer means.

- (c) during the term of this Contract, you no longer meet the conditions set out in (a) or (b), this Contract will continue to apply until terminated.

1.3 What is covered by this Contract?

Under this Contract:

- (a) we agree to:
 - (i) sell you energy (whether electricity or gas or both) at the premises;
 - (ii) perform related obligations for you under this Contract and the energy laws, including arranging for the provision, installation and maintenance of your meter (see clause 11).
- (b) in return, you agree:
 - (i) to be responsible for charges for energy supplied to the premises until this Contract ends even if you vacate the premises earlier;
 - (ii) to pay the amounts billed by us under this Contract; and
 - (iii) to meet your obligations under this Contract and the energy laws.

1.4 What is not covered by this Contract?

This Contract doesn't cover the physical connection of your premises to the distribution system, including the maintenance of that connection and the supply of energy to your premises.

This is the role of your distributor under a separate "customer connection contract".

1.5 Other goods or services

- (a) We may supply you with other goods and services in addition to the supply of energy.
- (b) The terms and conditions you agree to for those other goods and services may either:
 - (i) state that they form part of your market retail contract, in which case these Contract Terms and Conditions apply to the supply of those goods and services unless expressly or impliedly modified; or
 - (ii) state that they form a separate contract to your market retail contract, in which case those terms and conditions may still incorporate clauses from this market retail contract by referring to these Contract Terms and Conditions.

1.6 Electricity or gas

- (a) These Contract Terms and Conditions apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we're

your retailer for both electricity and gas, you have a separate Contract with us for each of them. Each Contract will use these Contract Terms and Conditions.

For customers in the ACT, NSW, QLD and SA

- (b) Where this Contract relates to gas, you can find information on the type of gas that may be supplied to you under this Contract on your distributor's website.

1.7 Amending this Contract

- (a) We may amend this Contract (including these Contract Terms and Conditions and your Energy Plan Details) to:
 - (i) reflect any laws, codes, regulatory guidelines or instructions by the relevant regulator that are amended or introduced after this Contract commences;
 - (ii) make an administrative or typographical change;
 - (iii) make the terms of this Contract more favourable to you; or
 - (iv) make variations to this Contract that are reasonably necessary to protect our legitimate business interests, which include achieving business efficiency and performance.
- (b) If we amend this Contract, we'll give you reasonable notice of the changes in accordance with any applicable energy law requirements. Where permitted, we may give you notice by way of a message on or with your bill. The notice may identify the amendments or refer you to our website where the amendments are described.
- (c) After we give you notice of amended terms, the amended terms will form part of this Contract.
- (d) You consent to us amending this Contract by notice and you agree to comply with this Contract as amended by that notice.

2. YOUR GENERAL OBLIGATIONS

2.1 Information you need to provide us

You must give us any information we reasonably require for the purposes of this Contract.

This includes, on request, Acceptable Identification, your contact information and details of your eligibility for any concession.

The information must be true and accurate.

2.2 When you must update the information you've provided us

You must tell us promptly if information you've provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at your premises).

2.3 Life support equipment

- (a) If a person living or intending to live at the premises requires life support equipment (as defined under the energy laws), you must:
 - (i) inform either us or your distributor of the requirement for life support equipment at the premises; and
 - (ii) provide confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (b) You must tell us or your distributor if the life support equipment is no longer required at the premises.
- (c) If you don't provide medical confirmation to us or your distributor, we may cease registration of the premises as having life support equipment if the energy laws allow us.

2.4 What if you're not the owner of the premises?

- (a) If you can't meet an obligation relating to the premises under this Contract because you're not the owner, you won't be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.
- (b) You must provide contact details for your rental agent or property owner if we request them.

3. QUALITY OF YOUR ENERGY SUPPLY

3.1 Quality of electricity and gas supplies

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including the directions of a relevant authority.
- (b) To the extent we are permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety.

3.2 Our liability for supplying or taking supply of energy

- (a) Unless we've acted in bad faith or negligently, the energy laws exclude our liability for any loss or damage you suffer because of any failure to supply energy to your premises, or because of the defective supply of energy.
- (b) The energy laws exclude our liability for penalties or damages if we fail to supply gas to your premises if the failure arises out of any accident or cause beyond our control.

4. TERM OF THIS CONTRACT

4.1 Start of this Contract and start of energy supply

The Contract Start Date is the day on which this Contract comes into effect – see clause 4.2.

The Supply Start Date is the date the supply of energy to your premises under this Contract starts – see clause 4.3.

4.2 Contract Start Date

The Contract Start Date is the date you accept our market offer to supply energy to you:

- (a) by signing and returning your Energy Plan Details to us; or
- (b) verbally on the phone or in-person with one of our representatives; or
- (c) electronically (for example, by using our Online Acceptance Form, by email or by SMS); or
- (d) in any other way allowed by the energy laws.

4.3 Supply Start Date

The Supply Start Date is:

- (a) if you are an existing customer of ours and are not moving premises, the same day as the Contract Start Date; or
- (b) if you were already an existing customer of ours but are moving premises, on the date we become responsible for energy supplied to your premises (which may, in accordance with energy laws, be before the Contract Start Date); or
- (c) if you were not already an existing customer of ours, on the date we

become responsible for energy supplied to your premises (which may, in accordance with energy laws, be before the Contract Start Date).

4.4 Cooling-Off Period

- (a) You have the right to cancel this Contract during a "Cooling-Off Period".
- (b) The Cooling-Off Period starts when you accept our market offer, and ends on the later of:
 - (i) 10 business days after the Contract Start Date; or
 - (ii) 10 business days after the day on which you receive a copy of this Contract.
- (c) You may cancel this Contract within the Cooling-Off Period even though you agreed to or accepted this Contract.
- (d) You may cancel this Contract within the Cooling-Off Period by informing us either verbally or in writing of your intention to cancel this Contract.
- (e) We will provide you with a copy of our record of your cancellation at no charge if you request it.

4.5 Your right to end this Contract after the Cooling-Off Period

You may end this Contract at any time after the end of the Cooling-Off Period by notifying us that you wish to end this Contract. However, exit fees may apply if specified in your Energy Plan Details (see clause 4.8 below for more details).

4.6 When does this Contract end?

- (a) The day this Contract ends is the Contract End Date, which is worked out in accordance with the following paragraphs (b)-(f).
- (b) If you cancel during the Cooling-Off Period, this Contract will end immediately (see clause 4.4).
- (c) If you end this Contract after the Cooling-Off Period because:
 - (i) you want to start taking energy supply at your existing premises from another retailer – this Contract will end on the date on which your energy supply has been transferred to your new retailer;
 - (ii) you're vacating your premises and your Contract won't be continuing at your new premises – this Contract will end on the date of the final meter read at your premises, unless clause 4.7(c) applies;
 - (iii) you're remaining at your premises but want your energy supply to be disconnected – this Contract will end 10 business days after the date of disconnection.
- (d) If:
 - (i) we conduct an unsatisfactory credit check and notify you within the Cooling-Off Period – this Contract will end immediately (see clause 9.1);
 - (ii) clause 5.2 applies (ineligibility for your plan) – this Contract will end in accordance with that clause;
 - (iii) clause 16.5 applies (Retailer of Last Resort event) – this Contract will end in accordance with that clause;
 - (iv) you're not a small customer or are no longer a small customer and we notify you that this Contract will end - this Contract will end on the date we specify in the notice or on a date we agree with you;
 - (v) your premises are disconnected and you haven't met the requirements in the energy laws for reconnection – this Contract will end following 10 business days after the date of disconnection;

- (vi) we choose to notify you that we are ending your Contract provided that we give you 20 business days notice (and provided any specified Benefit Period has ended and no other restriction in your Energy Plan Details applies) (see clause 6.2(b)) – this Contract will end on the date specified in the notice.
- (e) Your Energy Plan Details may also specify that your Contract will end on a particular date. If this is the case, we will notify you that the Contract is due to end no earlier than 40 business days and no later than 20 business days before that date.
- (f) We may agree with you that the Contract ends on a particular date.
- (g) Rights and obligations accrued before the end of this Contract continue despite the end of this Contract, including any obligations to pay amounts to us. We may issue bills to you after the Contract End Date for energy supply and other services provided up until the Contract End Date.

4.7 Final meter read at your premises

- (a) When this Contract ends, a final meter read will need to be taken at your existing premises so that we can send you a final bill.
- (b) You will be responsible for tariffs and charges for energy supply at the premises until and including the date of the final meter read (regardless of who actually used the energy).
- (c) In addition, if you continue to take supply from us at the existing premises after the date of the final meter read (for example, where we haven't disconnected the premises, the premises haven't been transferred to another retailer and you remain there), you will continue to be liable for tariffs and charges for that energy supply for as long as you continue to take supply.

4.8 Exit fees

- (a) Your Energy Plan Details may include an amount for exit fees. If so, any time you end this Contract during the Exit Fee Term, you must pay those exit fees (where permitted by energy laws).
- (b) However, you won't need to pay an exit fee in any of the following circumstances:
 - (i) if you end this Contract during the Cooling-Off Period in accordance with clause 4.4;
 - (ii) if you vacate your premises but transfer this Contract to your new premises, or enter into a new Contract with us at your new premises before we issue a final bill for your previous premises (note that other fees may apply where permitted under energy laws);
 - (iii) if you vacate your premises and move to a location that we don't service;
 - (iv) if you end this Contract after we have varied our tariffs or charges, or introduced new tariffs or charges (see clause 10.2(c)); or
 - (v) we decide, in the circumstances, to waive the exit fee (in our sole discretion).
- (c) If you vacate your premises and you've paid any exit fees in relation to the end of this Contract and you enter into a new Contract with us within 3 months of the Contract End Date, we'll credit to your first bill under your new Contract with us the amount of the exit fees paid.
- (d) We reserve our right to require you to provide evidence of your previous account to obtain the exit fee waiver or rebate provided under this clause.

- (e) This clause survives the termination of this Contract.

4.9 Vacating your premises

- (a) If you're vacating your premises, you must also provide your forwarding address to us for your final bill under this Contract.
- (b) We may also require you to pay a disconnection fee where permitted by energy laws.

4.10 Moving premises

- (a) If you're moving premises, you may ask us to transfer this Contract to your new premises.
- (b) If you do so, we may offer to amend this Contract by transferring this Contract to your new premises. The notice will specify the tariffs and charges, Benefits and other terms and conditions that apply to this Contract at your new premises.
- (c) If you accept the offer, this Contract will be amended in accordance with the notice and will continue on those terms. We may also require you to pay a connection or reconnection fee at your new premises where permitted by energy laws.
- (d) If you reject the offer, this Contract will end under clause 4.6(c)(ii).

5. PLAN TYPE AND ELIGIBILITY

5.1 Your plan type

The plan specified in your Energy Plan Details is the plan that you have accepted.

5.2 What happens if you aren't eligible for your plan?

- (a) This clause is subject to any applicable requirements of the energy laws.
- (b) Your Energy Plan Details may specify eligibility requirements for your plan – for example, that you are on a particular network tariff. Particular plans may also have special terms and conditions that include eligibility requirements for those plans.
- (c) If we determine that:
 - (i) you didn't meet the eligibility requirements at the Contract Start Date; or
 - (ii) you no longer meet the eligibility requirements, we'll contact you to advise you of the options you have.
- (d) If you don't select any of the options provided to you within the time we specify, you agree that we may do one of the following:
 - (i) if you did not meet the eligibility requirements at the Contract Start Date, and it is possible to transfer your energy supply to the energy retailer who was responsible for supplying energy to your premises immediately prior to you entering into this Contract – initiate the transfer of your energy supply.
 - (A) If we transfer your energy supply to your previous retailer, this Contract ends on the date of that transfer. You will still be responsible for paying us for any energy and other charges up to the date of the transfer.
 - (ii) in any other circumstances –
 - (A) terminate your Contract with us and transfer you to our standing offer in accordance with energy laws; or
 - (B) if we consider it appropriate (acting reasonably), and where permitted by energy laws, offer another one of our plans which we specify when we advise you of your options under paragraph (c). This will be:

- i. the plan you were previously on (if you were previously our customer and that plan is still available); or
 - ii. another plan we offer – we will take into consideration your usage in choosing this plan.
- (e) If we transfer you to another plan, this Contract will be amended so that:
 - (i) if you were ineligible for your plan at the Contract Start Date – the terms and conditions of the new plan are deemed to have applied from the Contract Start Date (meaning you will be charged for all your energy usage from the Contract Start Date at the rates specified in your new plan); or
 - (ii) if you became ineligible for your plan after the Contract Start Date – the terms and conditions of the new plan are deemed to have applied from the date you became ineligible.
- (f) From the date that we advise you of your ineligibility for your plan until the date that is 20 business days after you accept one of the options we provide under paragraph (c) or we transfer you to another plan under paragraph (d)(ii), you may end this Contract with notice to us and clause 4.6(c) will apply according to the circumstances. No exit fees will apply if you terminate this Contract during this period.

5.3 Are there other circumstances when we may change your plan?

- (a) For certain Victorian customers energy laws may require us to vary your tariff or switch you to a cheaper plan.
- (b) Where we switch you to a new plan in accordance with clause 5.3(a), we will provide you with prior notice and give you 10 business days to opt out of the switch commencing from the date you receive the notice. If you do not exercise this right, we will switch you to the specified new plan.
- (c) For certain Victorian customers, such as those who are receiving tailored assistance or who otherwise meet the criteria set out in energy laws, we may be required to switch you to our deemed best offer if you are not already on it.
- (d) Where we are required to switch you to a new plan under clause 5.3(c) we will provide you with prior notice and give you 10 business days to opt out of the switch commencing from the date you receive the notice. If you do not exercise this right, we will switch you to the specified new plan.

6. BENEFITS

6.1 Receiving Benefits during the Benefit Period

- (a) You'll receive the Benefits set out in the Energy Plan Details during the Benefit Period provided that you meet the conditions of the relevant Benefits. We may elect, in our discretion, to waive the conditions associated with your Benefit.
- (b) The amount of a Benefit may be changed (or a new Benefit added) with written notice in accordance with, and where permitted by, the energy laws.

6.2 What happens at the end of the Benefit Period?

- (a) After the Benefit End Date, you will continue to receive the Benefits set out in the Energy Plan Details until the Contract End Date unless:
 - (i) you accept a different Benefit or Benefits in accordance with this clause 6.2;

- (ii) we give you notice in accordance with, and where permitted by energy laws, advising you that your Benefits will end or change.
- (b) Unless you have accepted a different Benefit or Benefits in accordance with this clause 6.2, or we have notified you that your Benefits are ending or changing but your Contract with us is continuing, we may notify you that we are ending this Contract (whether or not we offer to enter into another Contract with you) provided that the Contract End Date specified in the notice is after your Benefit Period ends.

Offer of new Benefits after a Benefit Period ends

- (c) Paragraphs (d)-(h) below only apply where permitted by the energy laws.
- (d) When we give you notice that your Benefits will end under 6.2(a)(ii), the notice may:
 - (i) include an offer to amend this Contract which details the terms and conditions of the offer (including any Benefits, Benefit Period, tariffs, charges and/or fixed price period as applicable to the offer and as permitted under energy laws); or
 - (ii) advise you that, unless you contact us to agree to a new plan, we will terminate this Contract and transfer you to our standing offer in accordance with energy laws.
- (e) If you don't reject the offer under clause 6.2(d)(i) within the period set out in the notice, you agree that you are taken to have accepted the offer. This Contract will be amended in accordance with the notice.
- (f) If within the period set out in the notice under clause 6.2(d)(i) you notify us that you reject the offer and want to end this Contract, then clause 4.6 will apply according to the circumstances.
- (g) If within the period set out in the notice you notify us that you reject the offer but don't also notify us that you want to end this Contract, we will terminate your Contract and move you to our standing offer in accordance with energy laws.

7. BILLS

7.1 Calculating your bill

Unless otherwise agreed, the bill we send to you ("your bills") will be calculated on:

- (a) the amount of energy used at your premises during the billing cycle including, where applicable, maximum or contracted capacity (using information obtained from reading your meter or otherwise in accordance with the energy laws);
- (b) the amount of fees and charges for any other services provided under this Contract during the billing cycle; and
- (c) the charges payable for services provided by your distributor, including connection charges if you've asked for a new connection or connection alteration if you have not made alternative arrangements with your distributor.

7.2 When can we use estimation to calculate your bill?

- (a) We may estimate the amount of energy used at your premises if:
 - (i) your meter can't be read;
 - (ii) if your metering data isn't obtained (for example, if access to the meter isn't given or the meter breaks down or is faulty); or
 - (iii) or if you otherwise consent.
- (b) If we estimate the amount of energy used at your premises to calculate a bill, we must:

- (i) clearly state on the bill that it is based on an estimation;
 - (ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used; and
 - (iii) if required by any applicable energy laws, give you an opportunity to request an adjustment to the bill based on your own reading of the meter.
- (c) If the later meter read shows that you've been undercharged or overcharged, we'll follow the relevant processes specified in clauses 8.1 or 8.2.
- (d) If the meter hasn't been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we'll comply with your request but may charge you any cost we incur in doing so.

7.3 Your historical billing information

- (a) When you ask us, we will give you information about your billing history for the previous 2 years free of charge.
- (b) However, if permitted by law, we may charge you for information going back more than 2 years or we have already given you this information:
- (i) 4 times in the previous 12 months, where this Contract relates to electricity; or
 - (ii) in the previous 12 months, where this Contract relates to gas.

7.4 Your electricity (only) consumption and export information

When you ask us, we will give you information about your electricity consumption or export for up to 2 years free of charge.

However, if permitted by law, we may charge you for information going back more than 2 years or if:

- (a) we have already given you this information 4 times in the previous 12 months; or
- (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- (c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

7.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12-monthly estimate of your energy usage.

7.6 Sending your bill

We'll send a bill to you as soon as possible after the end of each billing cycle.

We'll send the bill:

- (a) to you at the physical or electronic address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the physical or electronic address specified by you.

7.7 What you have to pay

You must pay to us the amount shown on each bill by the date for payment ("the pay-by date") on the bill.

7.8 Late payment fees

The Energy Plan Details may set out fees for late payment if you haven't paid the full amount of a bill by the pay-by date.

7.9 Merchant service fees

A merchant service fee may be applicable to particular methods of paying your bills. If so, the fee will be set out in your Energy Plan Details or we'll give you prior notice that such a fee is to apply.

7.10 Fees for dishonoured payments

If your payment is dishonoured or reversed because of your fault, and it results in us incurring a fee, we may recover the amount of this fee from you.

7.11 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We'll provide you with information about payment options and/or any other applicable entitlements.
- (b) If your premises are outside Victoria, then:
 - (i) if you're a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we may not be obliged to do so if you've had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years; and
 - (ii) additional protections may be available to you under our Customer Hardship Policy and under the energy laws if you're a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

7.12 What if you want us to review your bill?

- (a) If you disagree with the amount you've been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. However, you may be required to pay for the cost of the check or test if the check or test shows that the meter or metering data was not faulty or incorrect.
- (c) If your bill is being reviewed, you are still required to pay the lesser of:
 - (i) the portion of the bill that you don't dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months, as well as any other bills from us that are due for payment.

7.13 Embedded Network customers

- (a) If your premises is part of an 'embedded network', the network costs associated with supplying electricity to your premises are automatically included as part of your 'usage' and 'supply' charges on your bill. If we do not incur the network costs associated with supplying electricity to your premises, we will apply a credit to your bill to cancel out the network costs included in those charges. For the purpose of this clause, an 'embedded network' is a type of site that's configured to allow the owner of the site to buy electricity from an energy retailer, and then on-sell that electricity to some or all of the tenants and residents at the site – this can happen in, for example, a shopping centre, residential apartment building or retirement village.

8. UNDER AND OVERCHARGING

8.1 Undercharging

If we've undercharged you, including where we haven't sent you a bill, we may recover the undercharged amount from you in accordance with the energy laws.

8.2 Overcharging

- (a) Where you've been overcharged and you've already paid the overcharged amount, we will repay you in accordance with the energy laws by crediting the amount to your next bill (unless otherwise required by the energy laws).
- (b) If you've been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

9. CREDIT CHECKS AND SECURITY DEPOSITS

9.1 Credit checks/assessments

You acknowledge and agree that:

- (a) We may, or one of our related bodies corporate (as defined in the *Corporations Act 2001 (Cth)*) (including EnergyAustralia Services Pty Ltd ABN 73 081 074 160) may carry out a credit check or credit assessment on you from time to time and use the personal information we obtain from the relevant Credit Reporting Bureau (CRB) or other source of credit history, or personal information we derive from the information we obtain from the CRB or other source of credit history (collectively "credit eligibility information") for performing tasks that are reasonably necessary in processing your application for credit from us or in managing credit provided by us to you. In order to carry out a credit check, we or one of our related bodies corporate may disclose your personal information to third parties for the purposes of obtaining credit reporting information about you. In accordance with relevant laws, we or one of our related bodies corporate may report an overdue payment to a CRB.
- (b) If we or one of our related bodies corporate conducts a credit check and the results are not satisfactory to us, we may end this Contract immediately by notifying you within the Cooling-Off Period.
- (c) More information about credit checking is set out in the Credit Information Statement made by us and by EA Services (available on our website at energyaustralia.com.au) and the relevant section of our Privacy Policy (found at energyaustralia.com.au/privacy).

9.2 Security deposits

You must pay a security deposit when we ask you to do so (which we may only do if we are permitted by the energy laws). We will use, pay interest on, and return the security deposit in accordance with the energy laws.

10. PRICES, TARIFFS, CHARGES AND GST

10.1 Our tariffs and charges

- (a) You agree to pay our tariffs and charges for the sale of energy to you, as set out in your Energy Plan Details.
- (b) In addition to the amount specified in your Energy Plan Details, the tariffs and charges that you're required to pay may include any or all of the following (where permitted under energy laws):
 - (i) exit fees (see clause 4.8);
 - (ii) late payment fees (see clause 7.8);
 - (iii) merchant service fees (see clause 7.9);
 - (iv) fees for dishonoured payments (see clause 7.10);
 - (v) additional costs related to your meter that are incurred at your request or due to your act or omission, such as fees for a special

meter read, installation of a new meter or meter repair. These costs don't include the costs of a scheduled meter read or any meter repair or installation as a result of a faulty meter (unless you're responsible for causing the fault);

- (vi) connection, disconnection or reconnection fees;
- (vii) any other fees imposed by your distributor due to something specific to your needs (ordinary charges for the use of the networks in order to supply energy to you are already included in the tariffs and charges referred to in paragraph (b));
- (viii) any other fees set out in your Energy Plan Details;
- (ix) fees for any other goods or services required, or requested by you (whether or not the fee is specifically set out in the Energy Plan Details).

10.2 Changes to tariffs, charges and Energy Payments

- (a) Where permitted by the energy laws, we may vary the tariffs and charges set out in your Energy Plan Details, or introduce new tariffs and charges, to reflect any increase in our direct or indirect costs or to allow us to fully recover our direct or indirect costs relating to any of the following:
 - (i) us purchasing energy for sale to you, including managing or minimising our price risk;
 - (ii) other costs that we incur in order to sell energy to you at the premises, including in relation to networks, metering, energy market participation, our liability under environmental schemes, loss factors (if this Contract is for the sale of electricity) and unaccounted for gas (if this Contract is for the sale of gas); and
 - (iii) the imposition of a new law, regulatory requirement or Tax, a change to a law, regulatory requirement or Tax, a change to the interpretation of a law or regulatory requirement or a change to the basis for imposing or calculating any Tax.
- (b) We'll give you notice of any variations to tariffs, and charges that affect you:
 - (i) as required or permitted under the energy laws; or
 - (ii) otherwise as soon as practicable and in any event no later than your next bill.
- (c) If we vary tariffs and charges or introduce new tariffs and charges in accordance with clause 10.2(b), and you notify us that you wish to end this Contract in accordance with clause 4.5 within 20 business days after the date that you receive our notice of variation then:
 - (i) this Contract will end in accordance with clause 4.6; and
 - (ii) we'll waive any exit fee that would otherwise apply.
- (d) Where permitted by energy laws, we may vary any energy payments payable to you. We will give you notice of any variation to an energy payment where required, and in accordance with, any applicable energy laws.

10.3 Pro rata calculations

- (a) If a tariff applying to you changes during a billing cycle, we may calculate your next bill on a proportionate basis or as otherwise provided for in the energy laws.
- (b) We may also calculate your bills on a proportionate basis in other appropriate circumstances, such as where supply starts or ends during a billing cycle.

10.4 Features of your tariffs

Your tariffs with us may contain certain variable features (described in your Energy Plan Details or otherwise notified to you) that we, or your distributor, may vary from time to time in accordance with energy laws. For example, if you have a controlled load tariff there are certain operating windows in which your controlled load devices are powered and these are variable, then we, or your distributor, may vary the operating windows from time to time.

10.5 GST

- (a) Amounts specified in your Energy Plan Details from time to time and other amounts payable under this Contract may be stated to be exclusive or inclusive of GST, unless energy laws (e.g., in Victoria) require us to specify the GST inclusive amount in which case the GST inclusive amount will be specified. Paragraph (b) applies unless an amount is stated to include GST.
- (b) Where you must pay us for a “taxable supply” as defined for GST purposes, to the extent permitted by law, the amount you must pay us will be increased so that the cost of the GST payable is passed on to you.

11. METERS AT YOUR PREMISES

- (a) You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of (where relevant):
 - (i) reading, testing, maintaining, inspecting or altering any metering installation at the premises;
 - (ii) calculating or measuring energy supplied or taken at the premises;
 - (iii) checking the accuracy of metered consumption at the premises;
 - (iv) replacing meters; and
 - (v) connecting, disconnecting or reconnecting your energy supply.

You agree to pay the reasonable costs we incur as a result of your failure to allow such access. We may also have a right to disconnect your energy supply if you fail to provide such access (see clause 12.1(d)).

- (b) You must tell us promptly if you are aware of any change that materially affects access to your meter or to other equipment involved in providing services relating to the meter at the premises.
- (c) We’ll do our best to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering requirements in the energy laws and in any event at least once every 12 months. However, we may not be able to carry out meter readings and may need to calculate your bills using estimates if you fail to provide safe and unhindered access to your premises in accordance with 11(a).
- (d) We’ll make arrangements for metering services on your behalf to ensure your premises complies with the energy laws. Where permitted by the energy laws, you’ll be responsible for the cost of any site modifications required, any meter installation fee and, if you request any special meter reads, the cost of such meter reads.

12. DISCONNECTION AND RECONNECTION OF SUPPLY

12.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the energy laws, we may arrange for the disconnection of your premises if:

- (a) you don’t pay your bill by the pay-by date and/or you fail to agree to, or comply with, the terms of any payment plans or other assistance we have offered you;

- (b) you don't provide a security deposit that we're entitled to ask from you; or
- (c) you don't give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or
- (e) there has been illegal or fraudulent use of energy at your premises in breach of clause 14;
- (f) you are a new customer of ours at the premises and you fail to provide us with the Acceptable Identification we require; or
- (g) we're otherwise entitled or required to do so under the energy laws or any other law.

12.2 Notice and warning of disconnection

- (a) Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the energy laws. Additionally, before arranging disconnection for failure to give us safe and unhindered access to your premises, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we don't have to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

12.3 When we must not arrange disconnection

- (a) Except as stated in paragraph (b), your premises may not be disconnected during the following times ("the protected period"):
 - (i) on a business day before 8.00am or after 3.00pm (or 2.00pm if you're a residential customer whose premises are located in Victoria); or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
 - (v) if you're being disconnected for failure to pay a bill, during an extreme weather event.
- (b) Your premises may be disconnected within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an emergency; or
 - (iii) as directed by a relevant authority; or
 - (iv) if you're in breach of the relevant clause of your customer connection contract that deals with interference with energy equipment; or
 - (v) if you ask us to arrange disconnection within the protected period; or
 - (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
 - (vii) where the premises are not occupied.

12.4 Reconnection

- (a) We must arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected:

- (i) you ask us to arrange for reconnection of your premises;
 - (ii) you rectify the matter that led to the disconnection; and
 - (iii) you pay any reconnection charge (if we ask you to do so).
- (b) If you don't meet the requirements in paragraph (a) within 10 business days of your premises being disconnected, this Contract ends in accordance with clause 4.6(d)(v).

12.5 Fraudulent conduct

- (a) If we consider, acting reasonably, that you have engaged in fraudulent or unlawful conduct in connection with this Contract or the supply of energy to the premises, we may:
- (i) end this Contract with immediate effect;
 - (ii) disconnect your premises where permitted under energy laws; and/or
 - (iii) cancel any services request made by you in connection with the supply of energy to the premises, and you will not be eligible for any Benefits described in the Energy Plan Details.

13. RETAILER PLANNED INTERRUPTIONS TO YOUR ENERGY SUPPLY

13.1 Retailer planned interruptions

- (a) This clause 13.1 applies outside Victoria.
- (b) We may arrange retailer planned interruptions to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of an electricity meter.
- (c) If your electricity supply will be affected by a retailer planned interruption arranged by us, where permitted under the energy laws:
- (i) we may seek your explicit consent to the interruption occurring on a specified date or on any day within a specified 5 business day range; or
 - (ii) we'll give you at least 4 business days' notice before the date of the interruption.

14. WRONGFUL AND ILLEGAL USE OF ENERGY

You must not, and must take reasonable steps to ensure others don't:

- (a) illegally use energy supplied to your premises;
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law;
- (c) use the energy supplied to your premises or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of energy to another customer; or
 - (ii) causes damage or interference to any third party;
- (d) allow energy purchased from us to be used otherwise than in accordance with this Contract and the energy laws; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

15. COMPLAINTS AND DISPUTE RESOLUTION

If you have a query, complaint or dispute to raise with us, you may call us at 133 466 or contact us in accordance with our standard complaints and dispute resolution procedures which can be found on our website at: energyaustralia.com.au/home/help-and-support/contact-us/complaints-and-feedback.

We'll also provide a copy of these procedures to you on request.

We must handle your complaint in accordance with our standard complaints and dispute resolution procedures.

We must respond to your complaint within the required time frames set out in our standard complaints and dispute resolution procedures and inform you

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you're not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman.

16. FORCE MAJEURE AND RETAILER OF LAST RESORT EVENT

16.1 Effect of force majeure event

If either party to this Contract can't meet an obligation under this Contract because of an event outside the control of that party ("a force majeure event"):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

16.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we'll be deemed to have given you prompt notice if we make the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

16.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

16.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

16.5 Retailer of Last Resort event

If a Retailer of Last Resort ("RoLR") event occurs in relation to us, we will no longer be entitled to sell you energy.

In this event, we're required under the energy laws to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this Contract will come to an end.

17. NOTICES AND BILLS

- (a) Notices and bills under this Contract must be sent in writing unless this Contract or the energy laws say otherwise.
- (b) We may send notices and bills to you electronically if you've provided your consent in accordance with the energy laws.
- (c) A notice or bill sent under this Contract is taken to have been received by you or by us (as relevant):
 - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);

- (ii) on the date 2 business days after it is posted where we use priority post; or
 - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.
- (d) Our contact details are as set out in our bill to you, or as notified to you from time to time.

18. ASSIGNMENT AND NOVATION

- (a) You may not assign, transfer or novate this Contract unless we agree.
- (b) Subject to the energy laws, you agree that we may:
- (i) assign, transfer or novate this Contract; and/or
 - (ii) transfer you as a customer
- to another retailer if that retailer is Related to us, or as part of the transfer of a substantial number of our customers to a third-party retailer.

We will notify you of an assignment, transfer or novation before it occurs.

19. APPLICABLE LAW

This Contract is governed by the laws in force in the State or Territory in which your premises are located.

20. GLOSSARY AND DEFINITIONS

20.1 This glossary

- (a) Some non-capitalised terms used in this document are used in the same way they are used in the energy laws. Clause 20.2 below provides a simplified explanation of these terms (but the actual definitions of these terms used in the energy laws prevail if there's any inconsistency).
- (b) Capitalised terms used in this document are defined in clause 20.3 below.

20.2 Simplified explanation of terms defined in the energy laws

billing cycle means the regular recurrent period (e.g., monthly or quarterly) for which you receive a bill from us;

business day means a day other than a Saturday, a Sunday or a public holiday;

customer means a person who buys or wants to buy energy from a retailer;

customer connection contract means a contract between you and your distributor for the provision of customer connection services;

deemed best offer means the lowest cost plan applicable to a Victorian customer as determined in accordance with the energy laws.

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you don't have an existing connection) for your premises;

disconnection means an action to prevent the flow of energy to the premises, but does not include an interruption;

distributor means the person who operates the system that connects your premises to the relevant transmission system for the supply of electricity or gas;

distributor planned interruption means an interruption for: (a) the planned maintenance, repair or augmentation of the transmission system; or (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or (c) the installation of a new connection or a connection alteration;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety

or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity or gas;

energy laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules, including: (a) for customers in Victoria, the *Electricity Industry Act 2000 (Vic)*, the *Gas Industry Act 2000 (Vic)* and the Energy Retail Code of Practice; and (b) for customers outside Victoria, the National Energy Retail Law and the Rules;

energy payment means any payment or credit by us to you for products or services provided by you to us under this Contract, for example a feed-in arrangement or demand reduction arrangement;

fixed price period means a period during which we will not increase tariffs or (where provided under energy laws) reduce energy payments;

force majeure event means an event outside the control of a party;

GST has the meaning given in the GST Act (A New Tax System (*Goods and Services Tax*) Act 1999 (Cth));

interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection;

medical confirmation means certification from a registered medical practitioner that a person residing or intending to reside at your premises requires life support equipment;

medical confirmation form means the form we will send you to enable you to provide us with medical confirmation; meter includes the metering installation;

National Energy Retail Law means the Law of that name that is applied by each participating State and Territory;

new meter deployment means the replacement of your existing meter arranged by us, other than where the replacement is: (a) requested by you; (b) due to maintenance or because of a malfunction; or (c) required by any law;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises;

retailer means a person who is authorised to sell energy to customers;

retailer planned interruption means an interruption that: (a) is for the purposes of the installation, maintenance, repair or a replacement of your electricity meter; (b) does not involve the distributor causing the interruption; and (c) is not an interruption which has been planned by your distributor.

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

Rules means the National Energy Retail Rules made under the National Energy Retail Law;

security deposit means an amount of money paid to us as security against non-payment of a bill;

small customer means: (a) a residential customer; or (b) a business customer who consumes energy at or below a level determined under the energy laws in the relevant State/Territory;

standard retail contract means a contract under which we supply you with

energy at our standing offer prices; and

standing offer prices means tariffs and charges that we charge for or in connection with the sale and supply of energy under a standard retail contract. These are published on our website.

type of gas means a primary gas specified under the National Gas Law (for example, natural gas) or a blend of primary gases (for example, a blend of natural gas and hydrogen).

20.3 Definitions of capitalised terms

Acceptable Identification includes: (a) if you are a residential customer: (i) a driver's licence, current passport or other form of photographic identification; (ii) a concession card or other entitlement card issued by a State or Commonwealth Government; or (iii) a birth certificate; (b) if you are a small business customer but not a body corporate, one or more of the forms of identification required under (a) above for one or more of the individuals that conduct the business concerned; or (c) if you are a body corporate, the body corporate's Australian Business Number or Australian Company Number.

Benefit means any benefit set out in the Energy Plan Details;

Benefit End Date means the last day of a Benefit Period (being the last day of the number of months or years of the Benefit Period specified in your Energy Plan Details after the Benefit Start Date) unless extended in accordance with the terms of this Contract;

Benefit Period means a period that starts on a Benefit Start Date and ends on a Benefit End Date, and which is expressed as a number of months or years in your Energy Plan Details;

Benefit Start Date means: (a) in respect of the first Benefit Period: (i) if you were already an existing customer of ours but are moving premises – on the Supply Start Date; or (ii) if you were already an existing customer of ours and are not moving premises – upon the expiry of the Cooling-Off Period or as otherwise specified in your Energy Plan Details; or (iii) if you were not already an existing customer of ours – on the Supply Start Date. (b) in respect of any subsequent Benefit Period, the day after the Benefit End Date of the immediately preceding Benefit Period;

Capacity Charge means a charge that is applied to the maximum 15 or 30-minute kW or kVA reading that occurred at your metered connection point. The kW or kVA reading may be subject to a defined minimum value. The Capacity Charge is expressed as "cents per kW per day" or "cents per kVA per day" and is multiplied by the number of days in the billing cycle. The Capacity Charge is sometimes referred to as the Demand Charge.

Contract means your contract with us that is made up of these Contract Terms and Conditions, your Energy Plan Details and any other terms and conditions you've agreed to that state they form part of this Contract;

Contract End Date means the date on which this Contract ends as determined under clause 4.6;

Contract Start Date is the date on which this Contract starts as determined under clause 4.2;

Cooling-Off Period is defined in clause 4.4;

Daily Supply Charge means a daily charge that applies for each day of the billing period at your premises, regardless of how much electricity or gas you use. The Daily Supply Charge may be expressed as "cents per day", "\$ per billing period" or similarly. The Daily Supply Charge is sometimes referred to as the Supply Charge or the Service Availability Charge;

Energy Ombudsman means, if you're a customer with a premises in (a) New South Wales - Energy and Water Ombudsman NSW (EWON); or (b) Victoria - Energy and Water Ombudsman Victoria (EWOV); or (c) Queensland - Energy and Water Ombudsman Queensland (EWOQ); or (d) South Australia - Energy and Water Ombudsman South Australia (EWOSA); or (e) the ACT - ACT Civil and Administrative Tribunal (Energy and Water);

Energy Plan Details means the document titled "Energy Plan Details" (or similar) setting out the details of your request for supply, including your product, Benefits, tariffs and charges;

Exit Fee Term is the same as the Benefit Period unless otherwise specified in your Energy Plan Details;

kVA stands for kilovolt-ampere and as a measure of power;

kW stands for kilowatt;

kWh stands for kilowatt hour and is the unit of measurement for your electricity bill;

MJ stands for megajoule and is the unit of measurement for your gas bill;

MWh stands for megawatt hour and is a unit of measurement that applies to electricity;

Online Acceptance Form means our internet-based process for the acceptance of relevant offers;

Related means a related body corporate defined in the *Corporations Act 2001 (Cth)*.

Supply Start Date means the date we become financially responsible for the energy supply at the premises as determined under clause 4.3;

Tax means any present or future taxes, excise, levies, imposts, deductions, charges, withholdings or duties other than income tax, fines or penalties, imposed by any government or any governmental or semi-governmental body;

TJ stands for terajoule and is a unit of measurement that applies to gas; and

Usage Charge means the unit price for energy (in "cents per kWh" for electricity and "cents per MJ" for gas, as applicable to you) as specified in your Energy Plan Details. The Usage Charge is sometimes referred to as the Single Energy Rate or Consumption Charge.

Privacy Act Notice

- (a) We'll comply with all relevant privacy legislation in relation to your personal information. Our Privacy Policy is set out on our website at energyaustralia.com.au/privacy.
- (b) You consent to us using your personal information and sending you information in accordance with our Privacy Policy, as amended from time to time. This may include using your personal information in order to sell, deliver and market energy to you and for customer analysis purposes. We may also provide you with information on other products and services available to our customers, and you consent to us doing so for an indefinite period of time where permitted at law, and unless you advise us otherwise. Personal information is shared within our group of companies and disclosed to other service providers, including credit reporting bureaus, to the extent required to undertake these activities. By entering into this Contract, you also authorise your distributor to release to us previous energy usage data for your premises.
- (c) You can tell us if you don't consent to our use of such information, or

if you don't wish to receive such information, by calling us on 133 466.

- (d) If you have any questions, you can contact our privacy officer The Privacy Officer, EnergyAustralia Locked Bag 14060, Melbourne City Mail Centre 8001.

EnergyAustralia Pty Ltd

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