EnergyAustralia Standard Retail Contract

Terms and Conditions



EnergyAustralia

LIGHT THE WAY

Effective 1 November 2026

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PART 1: STANDARD RETAIL CONTRACT TERMS AND CONDITIONS

PREAMBLE

This contract is about the sale of energy to you as a small customer at your premises. It is a standard retail contract that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties or family violence.

Notes for Victorian customers:

(a) For Victorian customers, the energy laws applicable in Victoria are the Electricity Industry Act 2000, the Gas Industry Act 2001 and the Energy Retail Code of Practice. For customers in Victoria all references to the National Energy Retail Law and Rules in this contract should be read as references to the Energy Retail Code of Practice unless stated otherwise.

(b) Standing offers for electricity in Victoria are required to comply with prices set by the Essential Services Commission and known as the Victorian Default Offer.

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website.

Note for Victorian customers: There are no gas customer connection contracts in Victoria.

You may also have a separate Solar Feed-In Agreement and/or Green Options, each of which forms a separate contract. The applicable terms and conditions are provided.

More information about this contract and other matters such as our customer hardship policy and family violence policy are on our website at energyaustralia.com.au.

1. THE PARTIES

This contract is between:

EnergyAustralia Pty Ltd (ABN 99 086 014 968), who sells energy to you at your premises (in this contract referred to as "we", "our" or "us"); and

You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

2. DEFINITIONS AND INTERPRETATION

(a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the Rules. However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.

(b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for a standard retail contract for a small customer under the National Energy Retail Law and the Rules.

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

(a) you are a residential customer; or

(b) you are a business customer who is a small customer; and

(c) you request us to sell energy to you at your premises; and

(d) you are not being sold energy for the premises under a market retail contract.

3.3 Electricity or gas

(a) Standard retail contracts apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.

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.

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

This contract starts on the date you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including giving us acceptable identification and your contact details for billing purposes.

4.2 When does this contract end?

(a) This contract ends:

(i) if you give us a notice stating you wish to end the contract—subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days' notice; or

(ii) if you are no longer a small customer:

(A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days' notice; or

(B) if you have not told us of a change in the use of your energy—from the time of the change in use; or

(iii) if we both agree to a date to end the contract—on the date that is agreed; or

(iv) if you start to buy energy for the premises:

(A) from us under a market retail contract – on the date the market retail contract starts; or

(B) from a different retailer under a customer retail contract – on the date the customer retail contract starts; or

(v) if a different customer starts to buy energy for the premises—on the date that customer's contract starts; or

(vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection—10 business days from the date of disconnection.

(b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a) (i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.

(c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

4.3 Vacating your premises

(a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.

(b) When we receive the notice and we need to have a person read your meter to prepare your final bill, we must use our best endeavours to arrange for the reading on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date, where required to read the meter) and send a final bill to you at the forwarding address stated in your notice.

(c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

5. SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

(a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws, including, where we sell you electricity at premises outside Victoria, the provision, installation and maintenance of the meter for your premises.

(b) In return, you agree:

(i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and

(ii) to pay the amounts billed by us under this contract; and

(iii) to meet your obligations under this contract and the energy laws.

5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your premises and, where we sell you gas, provision of metering equipment. This is the role of your distributor under a separate contract called a customer connection contract.

Note for Victorian customers: There are no gas customer connection contracts in Victoria.

6. YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must tell us promptly if:

(a) information you have 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 the premises); or

(b) if your premises are outside Victoria: you are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services at the premises.

6.3 Life support equipment

(a) If your premises are in Victoria, before this contract starts, we were required to ask you whether a person residing or intending to reside at your premises requires life support equipment.

(b) If a person living or intending to live at your premises requires life

support equipment, you must:

(i) if your premises are in Victoria, advise us that the person requires life support equipment;

(ii) in all cases, register the premises with us or your distributor; and

(iii) upon receipt of a medical confirmation form, provide medical confirmation for the premises.

(c) You must tell us or your distributor if the life support equipment is no longer required at the premises.

(d) Subject to satisfying the requirements in the Rules or the Victorian Energy Retail Code of Practice, Electricity Distribution Code of Practice or Gas Distribution Code of Practice, your premises may cease to be registered as having life support equipment if medical confirmation is not provided to us or your distributor.

(e) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:

(i) at least 50 business days to provide medical confirmation for the premises;

(ii) general advice that there may be a distributor planned interruption, retailer planned interruption or unplanned interruption to the supply of energy to the premises;

(iii) if your premises are located outside Victoria, at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to or within the premises unless we have obtained your explicit consent to the interruption occurring on a specified date;

(iv) information to assist you to prepare a plan of action in case of an unplanned interruption; and

(v) emergency telephone contact numbers.

6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner, you will not 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.

7. OUR LIABILITY

7.1 All Customers

(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, including 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 at the direction of a relevant authority.

(b) To the extent 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, other than those set out in this contract.

(c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

7.2 Customers outside Victoria who export electricity to the grid

Unless we have acted in bad faith or negligently, the Rules exclude our liability for any loss or damage you suffer as a result of our total or partial failure to take supply of electricity from your premises.

Note for Victorian customers: The reference to the NERL in clause 7(c) is a reference to, in the case of electricity, s.120 of the National Electricity Law as set out in the Schedule to the National Electricity (South Australia) Act 1996 or, in the case of gas, to s.232 of the Gas Industry Act or s.33 of the Gas Safety Act 1997.

8. PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

(a) Our tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your distributor's charges. Refer to your Energy Plan Details.

(b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

Note: We do not impose any charges for the termination of this contract.

8.2 Changes to tariffs and charges

(a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts. If your premises are in Victoria, we will also include details with your next bill if the variation affects you.

If your premises are outside Victoria:

(a1) We will also:

(i) notify you at least five business days before the variation in the tariffs and charges is to apply to you (unless you are an electricity customer with premises in the Queensland Energex Distribution zone and the variation results in an increase in the tariffs and charges applying to you, in which case we will notify you at least ten business days before the variation is to apply to you); and

(ii) deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.

(a2) The notice will comply with any energy law requirements and must:

(i) specify that your tariffs and charges are being varied;

(ii) specify the date on which the variation will come into effect;

(iii) identify your existing tariffs and charges inclusive of GST;

(iv) identify your tariffs and charges as varied inclusive of GST;

(v) specify that the tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and

(vi) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.

(a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):

(i) where you have entered into a standard retail contract with us within 10 business days before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;

(ii) where your standing offer prices are regulated, or are otherwise set

by legislation, a government agency or regulatory authority;

(iii) where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or

(iv) where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.

(a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your tariffs and charges are:

(i) a direct result of a tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER; or

(ii) a reduction in a tariff or charge payable by you.

(a5) For the purpose of providing a notice under paragraph (a4), the reference to:

(i) "are being varied" in paragraph (a2)(i) is taken to be "are being varied or have been varied (whichever is applicable)"; and

(ii) "will come into effect" in paragraph (a2)(ii) is taken to be "will come into effect or has come into effect (whichever is applicable)".

(b) Our standing offer prices will not be varied more often than once every 6 months.

Note for Victorian customers: The standing offer prices will be varied more often than once every six months if the variation is required by the energy laws.

8.3 Variation of tariff due to change of use

If a change in your use of energy (or, if your premises are outside Victoria, a change to the supply arrangements at your premises) means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our standing offer prices:

(a) if you notify us of the change—from the date of notification; or

(b) if you have not notified us of the change—retrospectively from the date the change of use occurred.

8.3A Variation of tariff due to faulty second meter

(a) For premises outside Victoria, the tariff you are on may separately calculate the use of energy at particular locations within your premises, using data provided by a second meter. In accordance with the energy laws, someone other than us may be responsible for the second meter.

(b) For premises outside Victoria, if a second meter that we are not responsible for no longer complies with the requirements of the energy laws, we may transfer you to a new tariff under our standing offer prices that does not require the use of data provided by the second meter.

8.4 Variation of tariff or type of tariff on request

(a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.

(b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:

(i) transfer you to that other tariff within 10 business days; or

(ii) transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if needed).

8.5 Changes to tariffs or type of tariff during a billing cycle

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

8.6 GST

(a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST, unless energy laws 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. Refer to your Energy Plan Details.

(b) Where an amount paid by you under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

9. <u>BILLING</u>

9.1 General

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

We will send the bill:

(a) to you at the address nominated by you; or

(b) to a person you have authorised in writing (or using your preferred communication method, if you are affected by family violence) to act on your behalf, at the address specified by you.

9.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

(a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules); and

(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 have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

9.3 Estimating the energy usage

(a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.

<u>Note for Victorian customers:</u> In Victoria, a retailer must obtain a customer's 'explicit informed consent' to base the customer's bill on an estimation, unless the meter cannot be read or the metering data is not obtained.

(b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:

  (i) clearly state on the bill that it is based on an estimation; and

  (ii) when your meter is later read or your metering data is later obtained, 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 or metering data shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read or metering data was not obtained (if less than 12 months), or otherwise over 12 months.

(d) If the meter has not 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 will comply with your request but may charge you any cost we incur in doing so.

9.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information:

(a) 4 times in the previous 12 months, where your premises are outside Victoria and this contract relates to electricity; or

(b) in the previous 12 months, where this contract relates to gas at premises outside Victoria, or if your contract relates to energy supply at premises in Victoria.

9.4A Your electricity (only) consumption and export information

If your premises are outside Victoria, upon request, we must give you information about your electricity consumption or export for up to 2 years free of charge. However, we may charge you 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.

9.5 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 consumption.

10. PAYING YOUR BILL

10.1 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. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

10.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

10.3 Difficulties in paying

(a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options and/or any other applicable entitlements.

(b) If your premises are outside Victoria, then:

(i) if you are 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 are not obliged to do so if you have 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 (unless you are affected by family violence and the non-payment or illegal use of energy was partly or wholly caused by someone else); and

(ii) additional protections may be available to you under our customer hardship policy, our family violence policy and under the National Energy Retail Law and the Rules if you are experiencing payment difficulties due to hardship or are affected by family violence. Our customer hardship policy and family violence policy are available on our website.

Note for Victorian customers: In Victoria, a retailer must comply with the payment difficulty framework, provided for in Part 6 of the Energy Retail Code of Practice which sets out minimum standards of assistance to which residential customers anticipating or facing payment difficulties are entitled, so that disconnection of a residential customer for not paying a bill is a measure of last resort.

10.4 Late payment fees

If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee, which is part of our standing offer prices published on our website.

This clause does not apply where your premises is located in Victoria or if you are an electricity customer and your premises is located in Queensland in the Energex Distribution Area.

11. METERS

(a) You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of reading and maintaining the meters including (where relevant):

(i) reading, testing, maintaining, inspecting or altering any metering installation at the premises where required to meet our obligations under energy laws; and

(ii) calculating or measuring energy supplied or taken at the premises; and

(iii) checking the accuracy of metered consumption at the premises; and

(iv) replacing any meters that we or our authorised representatives have provided.

(b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.

(c) If your premises are located outside Victoria and we or our representatives seek access to the premises under paragraph (a), we will:

(i) comply with all relevant requirements under the energy laws; and

(ii) carry or wear official identification; and

(iii) show the identification if requested.

(d) If your premises are located outside Victoria and we propose to replace any electricity meter that we or our authorised representatives are responsible for providing under energy laws, we must give you a notice in accordance with the Rules.

11A. INTERRUPTION TO ELECTRICITY SUPPLY

11A.1 Retailer may arrange planned interruptions (maintenance, repair etc)

(a) 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.

(b) For premises outside Victoria, if your electricity supply will be affected by a retailer planned interruption arranged by us and clause 6.3(d)(iii) does not apply:

(i) we may seek your explicit consent to the interruption occurring on a specified date; or

(ii) we may seek your explicit consent to the interruption occurring on any day within a specified 5 business day range; or

(iii) otherwise, we will give you at least 4 business days' notice by mail, letterbox drop, press advertisement or other appropriate means.

11A.2 Your right to information about planned interruptions

(a) This clause 11A.2 applies only to premises outside Victoria.

(b) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the premises which was arranged by us.

(c) If you request an explanation be in writing, we must, within 10 business days of receiving the request, give you either:

(i) the written explanation; or

(ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

(d) For interruptions made by your distributor, we may refer you to your distributor to provide information.

12. UNDERCHARGING AND OVERCHARGING

12.1 Undercharging

(a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:

(i) we will not charge interest on the undercharged amount; and

(ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.

(b) The maximum amount we can recover from you is limited to the amount that has been undercharged in:

(i) if your premises are located outside Victoria, the 9 months immediately before we notify you; or

(ii) if your premises are located within Victoria, the 4 months immediately before we notify you,

unless the undercharge is your fault, or results from your unlawful act or omission.

12.2 Overcharging

(a) Where you have been overcharged by less than $50, and you have already paid the overcharged amount, we must credit that amount to your next bill.

(b) Where you have been overcharged by $50 or more, we must inform you

within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

(c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.

(d) If you have 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.

12.3 Reviewing your bill

(a) If you disagree with the amount you have 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 (and we may request payment in advance) 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 any other bills from us that are due for payment and the lesser of:

(i) the portion of the bill that you do not dispute; or

(ii) an amount equal to the average of your bills in the last 12 months.

13. SECURITY DEPOSITS

13.1 Security deposit

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Rules.

13.2 Interest on security deposits

Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Rules.

13.3 Use of a security deposit

(a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this contract:

(i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or

(ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).

(b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

13.4 Return of security deposit

(a) We must return your security deposit and any accrued interest in the following circumstances:

(i) you complete 1 year of payments (in the case of residential customers) or 2 years of payments (in the case of business customers) by the pay-by dates on our initial bills; or

(ii) subject to clause 14.3 of this contract, you stop purchasing energy at the relevant premises under this contract.

(b) If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to

your next bill.

14. DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

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

(a) your premises are located:
  (i) in Victoria and you do not pay your bill by the pay-by date or, if you are a residential customer receiving assistance under Part 6 of the Energy Retail Code of Practice, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or
  (ii) outside Victoria and you do not pay your bill by the pay-by date and, if you are a residential customer, you:
    (A) fail to comply with the terms of an agreed payment plan; or
    (B) do not agree to an offer to pay the bill by instalments or, having agreed, you fail to comply with the instalment arrangement;

(b) you do not provide a security deposit we are entitled to require from you; or

(c) you do not 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 16 of this contract; or

(f) we are otherwise entitled or required to do so under the Rules or by law.

14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules, and (if your premises are located outside Victoria) in relation to safe and unhindered access only, 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 are not required 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).

14.3 When we must not arrange disconnection

(a) Subject to 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 are being disconnected under clause 14.1(a), during an extreme weather event.

Note: Paragraph (v) does not apply in certain jurisdictions, including Victoria, New South Wales, Tasmania and the Australian Capital Territory.

(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 are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or

Note for Victorian customers: Victorian customers may be disconnected if it is permitted under their connection contract or under the applicable energy law.

(v) if you request 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.

15. RECONNECTION AFTER DISCONNECTION

(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; and

(ii) you rectify the matter that led to the disconnection; and

(iii) you pay any reconnection charge (if requested).

(b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

16. WRONGFUL AND ILLEGAL USE OF ENERGY

16.1 Use of energy

You must not, and must take reasonable steps to ensure others do not:

(a) illegally use energy supplied to your premises; or

(b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or

(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; or

(d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or

(e) tamper with, or permit tampering with, any meters or associated equipment.

17. NOTICES AND BILLS

(a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.

(b) 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); or

(ii) on the date 2 business days after it is posted; or

(iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

(c) Our contact details for you to contact us or send us a notice are as set out

in our bill to you, or as notified to you from time to time.

18. PRIVACY ACT NOTICE

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

19. COMPLAINTS AND DISPUTE RESOLUTION

19.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes 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 are not satisfied with our response, you have a right to refer the complaint to the Ombudsman in your state:

VICTORIA

Energy and Water Ombudsman of Victoria

GPO Box 469D, Melbourne, VIC 3001

Freecall (except mobile phones): 1800 500 509

Telephone Interpreter Service: 1300 622 718

TTY (for hearing impaired customers): 1800 500 529

SOUTH AUSTRALIA

Energy Industry Ombudsman of South Australia

GPO Box 2947, Adelaide, South Australia, 5001

Freecall (from Australia): 1800 665 565

Freefax: 1800 665 165

Overseas call: 61 8 8216 1888

Overseas Fax: 61 8 8216 1844

NEW SOUTH WALES

Energy and Water Ombudsman of New South Wales

Freecall: 1800 246 545

Freefax: 1800 812 291

Mail: PO Box K1343, Haymarket 1240

Online: www.ewon.com.au

Email: omb@ewon.com.au

AUSTRALIAN CAPITAL TERRITORY

Civil and Administrative Tribunal (Energy and Water)

Telephone: (02) 620 777 40

Mail: GPO Box 578 CIVIC SQUARE ACT 2608

Email: acatenergycomplaints@act.gov.au

Online: http://www.acat.act.gov.au/

QUEENSLAND

Energy Ombudsman of Queensland

Freecall: 1800 662 837

Mail: PO Box 3640 South Brisbane QLD 4101

Online: www.eoq.com.au

Email:

General Enquiries: info@eoq.com.au

Complaints: complaints@eoq.com.au

20. FORCE MAJEURE

20.1 Effect of force majeure event

If either party to this contract cannot 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.

20.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will 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.

20.3 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.

20.4 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.

21. APPLICABLE LAW

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

If your premises are located in:

(a) NSW, NSW law is applicable;

(b) Victoria, Victorian law is applicable;

(c) South Australia, South Australian law is applicable;

(d) Queensland, Queensland law is applicable;

(e) ACT, ACT law is applicable;

(f) Tasmania, Tasmanian law is applicable.

22. RETAILER OF LAST RESORT EVENT

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under the National Energy Retail Law and the Rules 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.

23. GENERAL

23.1 Our obligations

Some obligations placed on us under this contract may be carried out by

another person. If an obligation is placed on us to do something under this contract, then:

(a) we are taken to have complied with the obligation if another person does it on our behalf; and

(b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

23.2 Amending this contract

(a) This contract may only be amended in accordance with the procedures set out in the energy laws.

Note for Victorian customers: For Victorian customers the procedures are set out in section 40A of the Electricity Industry Act and section 48 of the Gas Industry Act.

(b) We must publish any amendments to this contract on our website.

SIMPLIFIED EXPLANATION OF TERMS

billing cycle means the regular recurrent period 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;

Note for Victorian customers: There are no gas customer connection contracts in Victoria.

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not 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 distribution network;

distributor planned interruption means:

(a) **for Victorian customers:** an interruption of supply planned in advance by a distributor, including for planned maintenance, repair or augmentation of the distribution system; or for installation of a new supply to another customer;

(b) **for customers outside Victoria:** an interruption for:

  (i) the planned maintenance, repair or augmentation of the transmission system; or

  (ii) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or

  (iii) the installation of a new connection or a connection alteration;

Note for Victorian customers: In Victoria, **Electricity Industry Act** means the Electricity Industry Act 2000.

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;

Note for Victorian customers: In Victoria, **Energy Retail Code of Practice** means the code of practice of that name made under Part 6 of the Essential Services Commission Act 2001 (Vic).

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

Note for Victorian customers: In Victoria, **Gas Industry Act** means the Gas Industry Act 2001; and gas retailer means a person who holds a retail licence under the Gas Industry Act;

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

Note for customers outside Victoria: outside Victoria, **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;

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

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 that is authorised to sell energy to customers;

Note for customers outside Victoria: outside Victoria, **retailer planned interruption** means an interruption that:

(a) is for the purposes of the installation, maintenance, repair or replacement of an electricity meter; and

(b) does not involve the distributor effecting 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 in accordance with the Rules;

small customer means:

(a) a residential customer; or

(b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

Note for Victorian customers: In Victoria, a **small customer** is a 'domestic or small business customer' as defined in the Electricity Industry Act or the Gas Industry Act.

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

Note for customers outside Victoria: outside Victoria, **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).

PART 2: PRIVACY POLICY (INCLUDING CREDIT REPORTING POLICY)

Protection of your privacy

This Privacy Policy and Credit Reporting Policy applies to all of the activities of the EnergyAustralia group of companies operating in Australia (including The Embedded Networks Company Pty Ltd, trading as seene and the Echo Group) (referred to as 'us'/'our'/or 'we') and On by EnergyAustralia products and services supplied by us. It describes how we manage personal information and how we handle credit-related personal information. Our Website Policy (set out below) also describes how we deal with certain information collected through our website.

This policy was last updated on 1 July 2021.

Privacy Policy

We are committed to respecting your privacy and protecting your personal information in accordance with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). This Privacy Policy explains how we deal with your personal information and how to contact us if you have queries about our management of your personal information. By providing us with your personal information (including your sensitive information), you consent to the collection, use, disclosure and storage of that personal information as set out in this Privacy Policy. This Privacy Policy does not cover personal information collected or held by us about our employees.

We may revise this policy from time to time. When we revise this policy, we will publish the revised version on our website.

What kinds of personal information do we collect?

'Personal information' is information or an opinion, in any form (whether true or not), about an identified individual or an individual who is reasonably identifiable.

The kinds of personal information we collect and hold about you will depend on the circumstances of collection, including whether we collect the information from you as a customer, supplier, stakeholder, job applicant or in some other capacity.

For example, if you are a customer or a potential customer, we may collect your name, address, telephone number, date of birth, other forms of identification and information about your financial circumstances, creditworthiness, credit history and the conduct of your account, information in forms you submit (including on-line enquiry or complaint forms) and payment details (including metering data). We may also collect sensitive information about you (see Do we hold sensitive information about you?). We may also collect information directly from you and/or from other data providers about what, how and when you buy products or services and your stated or likely preferences, such as whether you are interested in certain products or promotions.

If you are acquiring a telecommunications service from us, we may collect information regarding when and where you use our telecommunications services and the networks used to provide those services. We may also collect personal information from third parties as required by or in accordance with any industry code or industry standard registered under the Telecommunications Act 1997 (Cth). Our telecommunications network operators are also authorised to collect information about the contents and substance of the communications they carry by Division 3, Part 13 of the Telecommunications Act 1997 (Cth).

All telecommunications providers, including EnergyAustralia, have an obligation to retain certain network data and customer information

(called 'metadata') for a period of at least two years for use by criminal law enforcement agencies. Network data has always been collected by our network operators so that they can run their networks properly, and it is now being retained for us for two years to meet the government requirement.

We also collect customer information and retain it for at least 2 years. Please consult https://www.ag.gov.au/dataretention for more information on what we are required to retain and why.

If you deal with us in some other capacity (for example, as a community representative or other stakeholder), we may collect your name, contact details and any other information you choose to provide to us.

If we're unable to collect your personal information, we may not be able to provide you with our products or services or do business with you or the organisation with which you are connected.

If you provide us with personal information about another person (e.g. about your authorised representatives or other people residing at your premises), please make sure that you tell them about this Privacy Policy, and obtain their consent before providing us with their personal or sensitive information.

How do we collect your information?

We may collect personal information in a variety of ways, including from you directly (including when you interact with us in writing, electronically, via telephone or via social media websites), from your authorised representative or someone living at your premises, when you visit our website or other online services (including when you submit a quote, expression of interest or contact form or, in the case of job-seekers, when you register a public profile on an online job board), when you participate in our events or promotions, from third party introducers such as energy comparators, sales partners and resellers, when we supply products or services to you, from credit reporting bureaus, and from public sources of information and marketing and similar lists which are legally acquired by us. We may also collect information about you from third parties with whom we have business relationships.

We may also obtain information from other energy or telecommunications retailers (for example if you move to us from that retailer), our upstream telecommunications service providers, your energy distributor or the energy market operator relating to energy usage or previous energy usage at your premises, as well as from suppliers of equipment which we install or connect to the network for you, from our sales agents and resellers, and from our related entities and commercial partners and other third parties, such as builders and real estate agents, who advise us of the details of new energy users at a particular premises. At all times the collection of this information is obtained by lawful means in a manner that respects your privacy.

We may also collect information (including detailed energy data) about your use of products and services (whether those products and services are supplied by us or through our sales agents and resellers) through means such as smart meter devices and other products and solutions. These devices may allow us to remotely collect and provide you with detailed data regarding energy usage and usage times. This gives you and us the ability to monitor your usage and compare usage with other premises, make forecasts, track trends and environmental impacts, and identify product and service improvements. We may also give you the ability from time to time to connect 'smart' or internet-enabled appliances to provide you and us appliance-specific usage data.

We may also collect personal information about you by accessing data from

other sources and then analysing that data together with the information we already hold about you to learn more about your likely preferences and interests.

When you visit our websites, social media pages or mobile applications or click on our online advertisements on other websites or applications, we may collect information about you using technology which is not apparent to you, for example "cookies". For more information about how we use "cookies", please see our EnergyAustralia Website Policy at energyaustralia.com.au/privacy.

How do we use your information?

Your privacy is respected, and we do not sell, rent or trade your personal information.

We collect, hold, use and disclose personal information for a variety of purposes to effectively conduct our business, including to:

- supply our customers with products and services, including energy use management tools, and to administer and manage the supply of products and services (including billing and collecting debts and selling debts to third parties)
- provide our customers and prospective customers with information about us, products and services, products and services offered by our related entities, including how use of our products or services can be improved
- understand and analyse our customers' energy needs, usage and consumption
- verify our customers' and prospective customers' identity and personal information and help ensure our customer records are current and accurate
- identify customers that might be suitable candidates for certain pilot and trial programs
- provide our energy distributors and other service providers with information to allow them to coordinate energy management solutions, measure usage changes and identify further opportunities to improve energy management solutions
- customise your user experience on our website and other online services
- ensure safety at our sites
- conduct research and development (including surveys) to improve our products and offerings
- conduct appropriate checks for creditworthiness and for fraud for customers who have credit with us
- comply with our legal and regulatory obligations
- manage our relationships with our suppliers and stakeholders
- consider job applicants for current and future employment.

We may also use new technologies to combine information we have about our customers and users with data from other sources, such as other EnergyAustralia Group members and third parties, in order to provide tailored services and solutions to our customers and improve our products and services and customer experience generally.

We may also use your information for other purposes required or authorised by or under law (including purposes for which you have provided your consent).

We may also use and disclose de-identified customer usage data for a range of

purposes, including network planning and product and service development and improvement.

To help us carry out these activities, from time to time we disclose personal information to other persons including:

- our contractors, suppliers, agents, related entities and partners who assist us to provide products and services and to administer, manage and improve our business, including companies that provide products and services based on smart meter data and companies who manage the distribution of energy
- service providers who provide installation, maintenance, meter reading and other services related to metering, and other goods and services that we offer such as solar, energy storage and management solutions
- companies in the EnergyAustralia group of companies, including the Echo Group and CLP, our parent company located in Hong Kong
- credit providers and agencies
- debt collectors and debt buyers
- relevant loyalty and rewards program partners
- consumer finance providers
- corporate finance and banking providers
- organisations with whom we have commercial arrangements
- government and regulatory authorities (as required or authorised by law)
- our professional advisors (such as auditors and lawyers)
- organisations that assist us to conduct research or analyse data, including undertaking customer segmentation for marketing purposes.

We will take reasonable steps to ensure that these third parties are bound by privacy obligations in relation to your personal information. Some of our contractors and suppliers to whom your personal information may be disclosed are located overseas, including in India, New Zealand, China, Hong Kong, Singapore, Malaysia, the Philippines, UK, the European Union, South Africa and the US. These countries may change from time to time.

How do we store your information?

We may store your information in hardcopy and/or in electronic form on computer servers that are located in Australia and in some instances overseas. We take steps to protect the personal information we hold from misuse, interference and loss, and from unauthorised access, modification or disclosure. For example, we have implemented technology controls and organisational processes to assist us to protect your personal information, including having in place confidentiality obligations for employees and contractors, as well as implementing document storage security policies, systems and site access restrictions.

Our websites also have security systems in place, including the use of firewalls and data encryption. We also take care to store your information in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure.

However, no data transmission over the internet can be guaranteed to be 100 per cent secure. While we strive to protect your personal information, it is not possible to guarantee or warrant the security of information sent over the internet. Once we receive your information, we endeavour to ensure its security on our systems. If you are concerned about internet security, you can

contact us by telephone, email or post. However, we may send information within EnergyAustralia and to third parties, including over the internet.

Do we provide you with information about products and services?

If you are a customer or a potential customer, we may use your personal information across the EnergyAustralia Group to provide you with information on products, services and offers (from us, our related companies or companies that we have partnered with) that we believe may be relevant to you or that you would be interested in, even after you cease acquiring products or services from us, and you consent to us doing so for an indefinite period of time unless you advise us otherwise. If you are a residential customer of the Echo Group, we may send you information about other goods, services and offers (such as EnergyAustralia energy plans) if you opt in to receive such information.

You can opt out of receiving marketing at any time (see below).

You consent to us sending you the information by direct mail, email, telephone, mobile apps and SMS/MMS, unless and until you tell us not to contact you in these ways.

How can you opt out of receiving information about products and services?

You can opt out of receiving marketing communications in any of the following ways:

- SMS or email marketing - click on the unsubscribe link or follow the instructions in the message you receive from us
- Call the relevant customer service team:
  - **EnergyAustralia customers**
  - Phone: **133 466** (Monday - Friday, 8am - 6.30pm AEST)
  - **seene Customers**
  - **On by EnergyAustralia Customers**
  - Phone: **1800 108 633** (Monday - Friday, 9am - 5pm AEST)
  - **Echo Group Customers (including Cherry Energy Solutions, eko energy and littil LED Lights)**
- You can also opt out in writing:

  The Privacy Officer

  EnergyAustralia/seene/On by EnergyAustralia/Echo Group

  Locked Bag 14060

  Melbourne City Mail Centre 8001

Please make sure the opt-out information you provide us matches with the contact details we have for you in our system. In some circumstances, we may need to contact you to obtain additional information, to verify your identity or to clarify your request.

How do we make sure the information we hold about you is current?

We take reasonable steps to ensure that the personal information we collect, use and disclose is accurate, up to date, complete and relevant.

If you are a job seeker and would like to update your job seeker profile or no longer wish to appear in our list of active job seekers, you can email us at careers@energyaustralia.com.au.

Do we hold sensitive information about you?

We will only collect sensitive information about you with your consent (unless we are otherwise allowed or required by law to collect that information). Sensitive information includes information about your health, your race or

ethnic origin and religious beliefs.

We may ask you, your authorised representative or someone living at your premises (or you may otherwise wish) to provide us with sensitive information about you from time to time. This might include health information, such as information about a person's physical, mental or psychological health or disability or information required to determine your eligibility for specific discounts, services or treatment (e.g. eligibility for our hardship program). Some energy industry laws require us to collect your health information in certain circumstances. For example, we need to keep a record of information you provide us where you have particular energy requirements due to special medical needs or where you wish to apply for a government concession available in relation to special medical needs. If you or someone living at your premises requires life support equipment, you should tell us (and provide confirmation from a medical practitioner ('medical confirmation')) so that we may register your premises as having life support equipment, in which case certain restrictions on disconnecting your premises will apply.

The consequences of not providing us with health information will depend on the purpose for which it would have been collected. For example, where the information is required to obtain a government concession, we will not be able to process your application for that concession, or where the information is required to register that someone at your premises uses life support equipment, we do not have to register your premises, and power to your premises may be disconnected by your distributor (which may affect the operation of that equipment).

We may disclose your health information to your distributor or, in some circumstances, field vendors for several purposes (see How do we use your information?). If you require life support equipment at your premises but are not named on the account with us, we are permitted to disclose the associated medical confirmation to the customer named on the account when they are authorised under energy industry laws to request it.

Do we record your phone calls to us?

Yes, we record and monitor phone calls for training, service quality control and compliance purposes.

How can you correct your information?

Please let us know if the personal information we have about you is inaccurate, incomplete or out of date and we will take reasonable steps to correct it, including any information relating to credit.

How can you get access to your information?

You may request details of the personal information, including information related to credit, we hold about you and we will generally provide you with access subject to some exceptions permitted by law. For example, if providing this access may disclose information about another person, or may disclose commercially sensitive information, we may need to refuse to grant you access. Details about how to contact us are at the end of this document.

Charges may apply to cover the cost of us accessing and providing you with this information. If we cannot provide you access, we will provide a statement of our reasons.

Credit Reporting Policy

This Credit Reporting Policy applies to EnergyAustralia Pty Ltd ABN 99 086 014 968 (**EA**) and EnergyAustralia Services Pty Ltd ABN 73 081 074 160 (**EA Services**). EA Services is a related body corporate of EA. EA Services provides services to EA, including performing, on behalf of EA, tasks that are reasonably necessary in processing an application for credit made to EA or in managing

credit provided by EA. Both EA and EA Services are referred to collectively and individually as "we" and "our" and "us" in this section of the Privacy Policy. When you enter into a contract with EA, EA Services will collect and hold your name, address, date of birth and driver's licence number. EA Services may disclose this information to Credit Reporting Bureaus (CRBs), including Equifax Australia, illion and/or Experian Australia if EA Services decides to do a credit check or credit assessment on you from time to time. You may contact the relevant CRB to obtain its policy on how it manages your credit-related personal information using the contact details below:

Equifax Australia Information Services and Solutions Pty Limited (formerly known as Veda)

Phone: 138 332

Mail: Attention: Public Access Division
Equifax Australia
PO Box 964
North Sydney NSW 2059

Email: membership.queryau@equifax.com

Web: www.mycreditfile.com.au

illion (Australia) Pty Ltd (formerly known as Dun and Bradstreet (Australia))

Phone: 1300 734 806

Mail: Attention: Public Access Centre illion Australia
PO Box 7405
St Kilda Rd VIC 3004

E-mail: PACAustral@illion.com.au

Web: www.checkyourcredit.com.au

Experian Australia Credit Services

Phone: 1300 783 684

Mail: PO Box 1969,
North Sydney NSW 2059

E-mail: creditreport@au.experian.com

Web: http://www.experian.com.au/consumer-reports

The detailed credit reporting information received back from a CRB (including credit scores) and any information derived from the credit check (collectively, "credit eligibility information") will be accessible only by a dedicated "credit team" employed by EA Services, and may be used by that team to manage your credit.

If you believe on reasonable grounds that you have been or are likely to be a victim of fraud, you can request CRB not to use or disclose credit reporting information about you. In addition, you can request the CRB not to use your credit reporting information for the purposes of pre-screening of direct marketing by a credit provider.

The CRB may include information that EA Services provides to the CRB in reports that the CRB provides to other credit providers to assist them to assess your creditworthiness.

If EA Services does a credit check on you from time to time with a CRB, the CRB will generate a credit score for you and make this available to EA Services. EA Services will use this information from time to time to help us assess your creditworthiness, including by updating our own credit score for you.

If you become our customer, your "credit eligibility information" as described

above will be stored in the secure location that is only accessible by the dedicated "credit team" employed by EA Services. However, the identification information we collected from you (that is, your name, address, date of birth and driver's licence number) will be held in our customer database.

Some of our contractors to whom the identification information in our customer database may be disclosed are located overseas, including in India, New Zealand, China, Hong Kong, Singapore, Malaysia, the Philippines, UK, the European Union, South Africa and the US.

If you don't become our customer, your identification information will be held in our quotes database until such time as it is destroyed.

If, after reasonable follow up, you do not pay any outstanding amounts owed by you to us EA Services may supply the CRB with this information along with relevant personal information. This may include:

- identification information about you
- the fact that you have applied for credit and we are a credit provider to you
- advice about payments more than 60 days overdue which are 'in collection' that we are permitted to report to the CRB
- that, in our opinion, you have committed a serious credit infringement
- that credit provided to you has been paid or otherwise discharged

Notification to the CRB that any of your outstanding payments are no longer overdue will only be made following payment of the outstanding amount including any accrued interest.

You're entitled to access and seek the correction of the credit-related personal information that we hold. If you have a complaint about the handling of your credit-related personal information, you can contact our Privacy Officer.

What if you disagree with our decision?

Where we make a decision about you or affecting you, you may ask us to explain the basis on which that decision was made, and you may ask to see the personal information (if any) on which our decision is based (see How can you get access to your information?).

EnergyAustralia Website Policy

Cookies

Like many companies, the EnergyAustralia Group ('we') operate a range of online services to provide information and services such as website, mobile apps, email and social media profiles, which may use 'cookie' technology. 'Cookies' are small text files a website can use to recognise repeat users, store registration data, facilitate the user's ongoing access to and use of the website, allow a website to track usage behaviour and compile aggregate data that will allow content improvements. Data within cookies may also be provided to us by other businesses you have engaged with as well as other third parties. We may use the 'cookie' data provided to us in conjunction with our own data to provide a tailored user experience across our website and online services as well as provide you with more relevant advertising.

Cookies are not programs that come onto your system and damage files. In some cases, cookies may collect and store personal information about you and, if that is the case, we will extend the same privacy protections to that information as we do to other personal information we collect about you.

Generally, the information collected through cookies relates to a device used to access online content, such as an IP address or location data about the device. Cookies may also collect information about the behaviours of the user

of the device, such as the websites visited by the user and their activity on the website. If you have logged into your EnergyAustralia My Account while you are online or interacting with certain content, this cookie information can be combined with information that identifies you as the end user of the relevant device.

You can disable cookies or be warned when cookies are being used by adjusting your internet browser or mobile device settings. However, disabling cookies may mean that you are not able to access parts of our website or to take advantage of the improved user experience or certain functionality that cookies can help provide.

Visiting our website

When you visit our websites or use other online services, in addition to any personal information you submit (e.g. for a quote or in a contact form), a record of your visit will be recorded.

This record may include the following types of information:

- your server address
- your top-level domain name (e.g. .gov, .au)
- the date and time of the visit
- pages accessed and documents downloaded
- the address of any website that linked you directly to our site
- when you log into My Account, other anonymised information in relation to your account.
- We may use this record and other de-identified and aggregated information not specific to you that we collect from third parties to:
- help develop and improve our products and services and communication to customers and prospective customers;
- provide you with a tailored and relevant experience when using our website or other online services; and
- assess unusual activity on the EnergyAustralia website and other online services.

Third party collection

Third parties may use cookies and other technology to collect information about your use of our online services (including your computer's IP address). These third parties may store this information in countries outside of Australia and may transfer the information they collect to other entities where required to do so by law, or where those other entities process the information on their behalf. Third parties who may collect data about your use of our online services include Demdex, DoubleClick, Facebook, Google and others. You can find more details in the privacy policies for those thirdparty services. This includes information on how to opt out of certain conduct.

Where there are third party cookies, you can disable the third party cookies or be warned when third party cookies are being used by adjusting your internet browser settings.

Third party websites

Our website and online services may contain links to third-party websites. We are not responsible for the content and the privacy practices of third party websites and do not endorse or authorise their content.

You should familiarise yourself with each website's privacy policy and make your own decision about providing personal information when visiting those sites.

Can the ways in which we use your information and the conditions of use be changed?

Periodically we will update this Privacy Policy to reflect changes to privacy legislation, technological changes, company policy and customer feedback. You should refer to our website from time to time to view the current version of this Privacy Policy.

What if you have a complaint?

Please contact the Privacy Officer using the details below if you have any concerns or complaints about the way we have collected or handled your personal information (including in relation to credit). We will investigate your complaint and respond to you in writing within 30 days. For complaints specifically related to credit, we will also provide you in writing, within 7 days, an acknowledgement that your complaint has been received, setting out how it will be dealt with by us. If you are not satisfied with our response, you can contact us to discuss your concerns or lodge a complaint with the Australian Information Commissioner (www.oaic.gov.au).

How to contact us

You can contact us using the details below to:

- arrange access to, or the correction of, personal information about you
- request a hardcopy of this Privacy Policy
- enquire generally about privacy matters (including in relation to credit)
- discuss any issues relating to our Privacy Policy (including in relation to credit)

Mail:

The Privacy Officer
EnergyAustralia/seene/On by EnergyAustralia/Echo Group
Locked Bag 14060
Melbourne City Mail Centre 8001

EnergyAustralia Customers

Email (enquiries): enq@energyaustralia.com.au
Email (complaints): resolutions@energyaustralia.com.au

seene Customers

Phone: 1300 609 387 (Monday - Friday, 9am - 5pm AEST)
Email: hello@seene.com.au

On by EnergyAustralia Customers

Phone: 1800 108 633 (Monday - Friday, 9am - 5pm AEST)
Email: support@experienceon.com.au

Echo Group Customers

Phone: 1300 740 784 (Monday - Friday, 9am – 5pm AEST) Email:

Cherry Energy Solutions: hello@cherryenergysolutions.com.au
eko energy: hello@ekoenergy.co
littil LED Lights: customerservice@littil.com.au

EA_SRCTC_DL_1126

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