

Changes to EnergyAustralia's market retail contract terms and conditions.

Effective 1 July 2020

1. Amend clause 3.1(c) to say:

- (c) Your Energy Plan Details sets out other terms and conditions of this Contract, including the specific Benefits, tariffs and charges, and any period that tariffs and charges may be fixed, that apply to you under this Contract.

2. At the end of clause 4.9(a) insert the following:

; or

- (x) if clause 6.2(d) applies (notice after Benefit End Date) – on a date specified by us in the notice.

3. Amend clause 6.1(b) to say:

- (b) If provided for in your Energy Plan Details, you'll receive the Benefits set out in the Energy Plan Details during (or in relation to energy supply during) the Benefit Period (and may continue after the Benefit Period). Where permitted by the energy laws, some Benefits may be expressed to apply for a lesser period than the full Benefit Period. Receiving the Benefits is dependent on you meeting the conditions of the relevant Benefits as set out in the Explanation of Benefits. The amount of a Benefit is specified in your Energy Plan Details. The amount of a Benefit may be increased (or a new Benefit added) with written notice in accordance with the energy laws.

4. At the start of clause 6.2 insert the following and renumber:

- (a) After the Benefit End Date, as required by the energy laws and otherwise at our discretion, you will continue to receive the Benefits set out in the Energy Plan Details until this Contract ends or (if permitted by the energy laws) you accept a different Benefit or Benefits in accordance with this clause.
- (b) We may offer to enter into a new contract with you by giving notice, which will include the terms and conditions of the offer.
- (c) If you accept this offer within the period set out in the notice (provided that period is after the Benefit End Date), we will enter into a new contract with you on the terms and conditions detailed in the notice.
- (d) If you don't accept this offer within the period set out in the notice, we may further notify you that this Contract will end on a specified date. After this date, if you continue to take supply from us at your existing premises, you will be charged at our standing offer prices for that consumption in accordance with our standard retail contract.
- (e) The following paragraphs (f) – (l) apply only where permitted by the energy laws.

5. At the start of clauses 11.2(a) and 11.2(b) insert:

Where permitted by the energy laws,

6. Amend clause 26.2(e) to say:

- (e) We aren't obliged to continue to offer any particular plan or Benefit beyond the expiration of any existing Benefit Period, except to the extent required by any energy laws.

7. In Part 2: Explanation of Benefits, insert the following before "Rate Fix" benefit:

NOTE: Rate Fix described in the following is only a Benefit under this Contract if you entered into your Contract with us before 1 July 2020. If you entered into your contract on or after 1 July 2020, then fixed rates are a feature that may be applicable to your contract for a particular period (if specified in your Energy Plan Details) but which are not subject to any of the terms applying to Benefits under this Contract or the following conditions.