

# EnergyAustralia Market Retail Contract

Terms and Conditions



**EnergyAustralia**  
LIGHT THE WAY



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# **PART 1: MARKET RETAIL CONTRACT TERMS AND CONDITIONS**

## **PREAMBLE**

This Contract is a market retail contract. It is about the sale of energy to you at your premises. This Contract is made up of these Contract Terms and Conditions, the Explanation of Benefits, your Energy Plan Details and any other terms and conditions provided (if applicable) (collectively referred to as "this Contract").

In addition to this Contract, the energy laws and other consumer laws also contain rules about the sale of energy to small customers and we will comply with these rules in our dealings with you. For example, the energy laws set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

If you accept one of our green options, the Green Option Terms and Conditions at the back of this document apply to your green option. The Green Option Terms and Conditions form a separate contract between you and us (in addition to this Contract).

If you are eligible for and accept a Solar Feed-In arrangement, the Solar Feed-In Agreement Terms and Conditions provided to you will apply to that arrangement, the Solar Feed-In Agreement Terms and Conditions form a separate contract between you and us (in addition to this Contract).

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.

More information about this Contract and other matters is on our website at [energyaustralia.com.au](http://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 energy laws. However for ease of reference, a simplified explanation of some terms is given at the end of these Contract Terms and Conditions.

- (b) Where the simplified explanations given at the end of these Contract Terms and Conditions differ from the definitions in the energy laws, the definitions in the energy laws prevail.
- (c) Definitions of the capitalised terms used in this Contract are also given at the end of these Contract Terms and Conditions.
- (d) A reference to a “clause” or “paragraph” in these Contract Terms and Conditions means a clause or paragraph of these Contract Terms and Conditions.

## **3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?**

### **3.1 These are our terms and conditions**

- (a) These Contract Terms and Conditions set out the general terms and conditions of this Contract.
- (b) The Explanation of Benefits provides an explanation of all of the Benefits we offer under our different market retail contract offers. The Benefits applicable to you under this Contract will be specified in your Energy Plan Details.
- (c) Your Energy Plan Details sets out other terms and conditions of this Contract, including the specific Benefits, tariffs and charges that apply to you under this Contract.

### **3.2 Application of these terms and conditions**

These Contract Terms and Conditions apply to you if:

- (a) you’re a residential customer
- (b) you’re a business customer who is a small customer; or
- (c) you’ve been classified as consuming less than 160MWh of electricity and/or less than 1TJ of gas per year,

and you’ve accepted one of our market offers (all of which include these Contract Terms and Conditions) to supply energy to you.

### **3.3 Application of the energy laws**

If you’re not a small customer but you have been classified as consuming less than 160MWh of electricity per year and/or 1TJ of gas per year, we both agree to apply the energy laws to you as if you were a small customer.

### **3.4 Electricity or gas**

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.

## **4. WHAT IS THE TERM OF THIS CONTRACT?**

### **4.1 When does this Contract start?**

This Contract starts on the Contract Start Date, which is the date you accept our market offer to supply energy to you (before the relevant market offer expiry date):

- (a) by signing and returning your Energy Plan Details to us; or
- (b) by giving us your verbal acceptance of the relevant market offer; or
- (c) by giving us your acceptance of the relevant market offer electronically (for example, by using our Online Acceptance Form, by email or by SMS); or
- (d) in any other manner that is consistent with the energy laws.

However, energy supply won't start until the Supply Start Date.

### **4.2 Cooling-Off Period**

- (a) You have the right to cancel this Contract within 10 business days after the later of:
  - (i) the Contract Start Date; or
  - (ii) the day on which you receive a copy of this Contract in accordance with the energy laws, referred to as the "Cooling-Off Period".
- (b) You may exercise your right to cancel this Contract within the Cooling-Off Period even though you agreed to or accepted this Contract.
- (c) You may cancel this Contract within the Cooling-Off Period by informing us either orally or in writing of your intention to cancel this Contract. If you do so, this Contract will end immediately.
- (d) Upon request, we will provide you with a copy of our record of your cancellation at no charge.

### **4.3 Start of energy supply**

Energy supply to your premises will start:

- (a) if you're not an existing customer of ours – on the date on which your assigned meter identifier has been transferred to us; or
- (b) if you are an existing customer of ours – upon the expiry of the Cooling-Off Period or a later date specified in your Energy

Plan Details, referred to as the "Supply Start Date".

## **4.4 Your right to end this Contract**

- (a) In addition to your right to cancel this Contract under clause 4.2, 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.
- (b) If you want to end this Contract 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 assigned meter identifier has been transferred to your new retailer (which will usually happen on or soon after a final meter read at the premises); or
  - (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 the premises, unless clause 4.5(d) applies; or
  - (iii) you're remaining at your premises but wish your energy supply to be disconnected – this Contract will end 10 business days after the date of disconnection as provided for in clause 4.9(a)(vii); or
  - (iv) you want to start an entirely new Contract with us (rather than amend this Contract to reflect new arrangements) – this Contract will end on a date that we both agree.

## **4.5 Final meter read at the premises**

- (a) If:
  - (i) you want to start taking energy supply at your existing premises from another retailer; or
  - (ii) you're vacating your premises (whether or not you want to take this Contract with you to your new premises); or
  - (iii) you're remaining at your premises but wish your energy supply to be disconnected, you'll need to notify us.
- (b) In all of these cases, a final meter read will need to be taken at your existing premises. You can choose to wait for the next scheduled meter read or, if you want this to happen sooner, you can ask us to arrange a special meter read (in which case an additional fee will apply, unless we decide to waive it). If you're transferring your premises to another retailer and your new retailer arranges for a special meter read, we won't need to arrange it or charge you the fee.
- (c) You will be responsible for tariffs and charges for energy supply at your existing premises until and including the date of the final meter read (regardless of who actually used the

energy).

- (d) In addition, if you continue to take supply from us at your 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.

## **4.6 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.

## **4.7 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.
- (d) If you reject the offer, this Contract will end under clause 4.4(b)(ii).

## **4.8 Credit checks / assessments**

You acknowledge and agree that:

- (a) EnergyAustralia Services Pty Ltd ABN 73 081 074 160 (EA Services), one of our related bodies corporate, may carry out a credit check or credit assessment on you from time to time and use the personal information it obtains from the relevant credit reporting bureau (CRB), or personal information it derives from the information it obtains from the CRB (collectively "credit eligibility information") for performing, on our behalf, 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, EA Services may disclose your personal information to a CRB for the purposes of obtaining credit reporting information about you. In accordance with relevant laws, EA Services may report an overdue payment to a CRB.
- (b) If EA Services 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) Alternatively, in the 14-day period after the end of the Cooling-Off Period, we may give you a notice amending the terms of this Contract by replacing the tariffs, charges and Benefits specified in your Energy Plan Details with our standing offer prices (in which case the Benefit Period and the Exit Fee Term will no longer apply).
- (d) 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](http://energyaustralia.com.au)) and the relevant section of our Privacy Policy (as set out in Part 4 to this Contract, and as amended from time to time hereafter).

## **4.9 When does this Contract end?**

- (a) This Contract ends:
  - (i) if clause 4.2 applies (Cooling-Off Period) – as set out in that clause; or
  - (ii) if clause 4.4 applies (Your right to end this Contract) – as set out in that clause (whether or not you give us the necessary notifications under that clause); or
  - (iii) if clause 4.8(b) applies (unsatisfactory credit check) – as set out in that clause; or
  - (iv) if clause 5.2(b) applies (ineligibility for your plan) – as set out in that clause; or
  - (v) if clause 25 applies (Retailer of Last Resort Event) – as set out in that clause; or
  - (vi) if you're not a small customer or are no longer a small customer and we notify you that this Contract will end – on a date specified by us in the notice or as otherwise agreed between us; or
  - (vii) if:
    - (A) the premises are disconnected (other than where we choose to disconnect after you leave the premises and clause 4.4(b)(ii) applies); and
    - (B) you haven't met the requirements in the energy laws for reconnection,
      - at the end of the period of 10 business days from the date of disconnection; or
  - (viii) on a date or event specified in your Energy Plan Details; or
  - (ix) if we both agree to a date to end this Contract – on the date that is agreed, referred to as the "Contract End

Date”.

- (b) 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.

## **5. PLAN TYPE AND ELIGIBILITY REQUIREMENTS**

### **5.1 Your plan type**

- (a) The plan specified in your Energy Plan Details is the plan that you have accepted.

### **5.2 What happens if you weren't eligible for your plan at the Contract Start Date?**

- (a) If we determine (after you enter into this Contract) that you weren't eligible for your plan (in accordance with the eligibility requirements set out in your Energy Plan Details) at the time of entering into this Contract, or that you were on a different network tariff at the time of entering into this Contract from the one that we had believed you were on, we'll contact you to advise you of the options you have. If you don't select any of the options provided to you within the period specified, and:
  - (i) you weren't a customer of ours immediately prior to entering this Contract, you agree to us initiating a transfer of your assigned meter identifier to the energy retailer who was responsible for supplying energy to your premises immediately prior to you entering into this Contract or, if this isn't possible, a plan determined by us appropriate to your usage; or
  - (ii) you were a customer of ours immediately prior to entering into this Contract, you agree to us transferring you to the plan you were previously on or, if such plan is no longer available, to a plan determined by us appropriate to your usage.
- (b) This Contract ends upon the transfer of your assigned meter identifier in accordance with paragraph (a)(i) to another energy retailer and you will still be responsible for paying us for any energy and other charges up to the date of the transfer.
- (c) If paragraph (b) doesn't apply, this Contract continues on the terms and conditions applicable to the plan to which you are transferred and you are deemed to have been on that plan

from the Contract Start Date.

### **5.3 What happens if you become ineligible for your plan?**

- (a) If at any time we become aware that you no longer meet the eligibility requirements for your plan set out in your Energy Plan Details, whether due to a change in use or for any other reason, or if your network tariff changes, we may notify you that you're no longer eligible for your current plan.
- (b) The notice may include an offer to amend this Contract by transferring you to a different plan appropriate to your circumstances and the notice will detail the terms and conditions of the offer (including the Benefits, tariffs and charges applicable to the different plan).
- (c) If you don't reject the offer 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 and you will be on the plan specified in the notice. You will be deemed to have been on that plan from the date you became ineligible.
- (d) If within the period set out in the notice you notify us that you reject the offer and want to end this Contract, this Contract ends in accordance with clause 4.4.
- (e) 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, you agree that after the period set out in the notice:
  - (i) this Contract will continue on our standing offer prices; or
  - (ii) if your usage means you are no longer a small customer, you will be billed in accordance with tariffs and charges that we deem applicable to your usage.
- (f) If the notice does not contain an offer in accordance with paragraph (b), you agree that after the period set out in the notice this Contract will continue on our standing offer prices.
- (g) If paragraphs (e) (i) or (f) apply, the tariffs, charges and Benefits specified in your Energy Plan Details will be replaced with our standing offer prices. The Benefit Period and the Exit Fee Term will no longer apply.
- (h) If paragraphs (d), (e) (i) or (f) apply, then from the date that you became ineligible until:
  - (i) this Contract ends (in the case of paragraph (d)); or
  - (ii) (the standing offer prices start to apply (in the case of paragraph (f)),

we may bill you for energy supplied and other services provided at the tariffs and charges applicable to a plan most appropriate to your use.

## **6. THE BENEFIT PERIOD**

### **6.1 What is the Benefit Period?**

- (a) The Benefit Period is the period that starts on the Benefit Start Date and ends on the Benefit End Date.
- (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. 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.

### **6.2 What happens at the end of the Benefit Period?**

- (a) If we are proposing to offer a different Benefit or Benefits to the ones existing under the current Benefit Period, before the Benefit End Date, we'll send you a notice advising you that the Benefit Period is due to end. We'll do so no earlier than 40 business days and no later than 20 business days before the Benefit End Date.
- (b) The notice may include an offer to amend this Contract by replacing the existing Benefit Period with a new Benefit Period and detailing the terms and conditions of the offer (including the Benefits, tariffs and charges that will apply to the new Benefit Period).
- (c) If you don't reject the offer 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.
- (d) If within the period set out in the notice you notify us that you reject the offer and want to end this Contract:
  - (i) this Contract ends in accordance with clause 4.4; and
  - (ii) you'll stop receiving the Benefits on the earlier of the Benefit End Date and the Contract End Date; and
  - (iii) if this Contract has not ended by the Benefit End Date, you agree that our standing offer prices apply to the period between the Benefit End Date and the Contract End Date.
- (e) 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, you agree that after the Benefit End Date this

Contract will continue on our standing offer prices.

- (f) If the notice doesn't contain an offer in accordance with paragraph (b), you agree that after the Benefit End Date this Contract will continue on our standing offer prices. We'll remind you before the Benefit End Date that this Contract will continue on our standing offer prices after the Benefit End Date.
- (g) If your Benefit End Date has passed and we have not contacted you in accordance with this clause, your Benefit Period will continue until we contact you with at least 20 days' notice.

## **7. EXIT FEE**

- (a) If provided for in your Energy Plan Details, you must pay one or more exit fees if you end this Contract and as a result the Contract End Date is during the Exit Fee Term. The amount of any exit fees will be specified in your Energy Plan Details.
- (b) An exit fee won't apply in any of the following circumstances:
  - (i) if you end this Contract during the Cooling-Off Period in accordance with clause 4.2; or
  - (ii) if you vacate your premises but immediately enter into a new contract with us at your new premises; or
  - (iii) if you vacate your premises and transfer this Contract to your new premises (note that other fees may apply, such as for special meter reads, connection, disconnection or reconnection); or
  - (iv) if you vacate your premises and move to a location that we don't service; or
  - (v) if you end this Contract in accordance with clause 11.2(d).
- (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. We reserve our right to require you to provide evidence of your previous account to obtain the benefit provided under this clause. This clause survives the termination of this Contract.
- (d) We may also waive an exit fee at our discretion depending on the circumstances.

## **8. SCOPE OF THIS CONTRACT**

### **8.1 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, the provision, installation and maintenance of your meter.

(b) In return, you agree:

- (i) to be responsible for charges for energy supplied to the premises until this Contract ends under clause 4.9 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.

## **8.2 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 contract called a customer connection contract.

# **9. YOUR GENERAL OBLIGATIONS**

## **9.1 Full information**

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 correct, and you must not mislead or deceive us in relation to any information provided to us.

## **9.2 Updating information**

You must tell us promptly if:

- (a) 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 the premises); or
- (b) 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.

## **9.3 Life support equipment**

- (a) If a person living at your premises requires life support equipment, you must:
  - (i) register the premises with us or your distributor; and
  - (ii) provide medical confirmation for the premises.
- (b) You must tell us or your distributor if the life support

equipment is no longer required at the premises.

- (c) If your premises are outside Victoria, subject to satisfying the requirements in the energy laws, if you don't provide medical confirmation to us or your distributor, we may cease registration of your premises as having life support equipment.
- (d) If your premises are located outside Victoria and 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) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises unless we've 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.

## **9.4 Obligations if you are not an owner**

If you can't meet an obligation relating to your 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. You must provide contact details for your rental agent or property owner if we request them.

## **10. OUR LIABILITY**

- (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 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've acted in bad faith or negligently, the energy laws exclude our liability for any loss or damage you suffer as

a result of the total or partial failure to supply energy to your premises. This includes any loss or damage you suffer as a result of the defective supply of energy.

## **11. PRICE FOR ENERGY AND OTHER SERVICES**

### **11.1 What are our tariffs and charges?**

- (a) Our tariffs and charges for the sale of energy to you under this Contract are set out in your Energy Plan Details. You agree to pay these tariffs and charges.
- (b) The amount we charge you for the energy used at your premises is generally made up of the following components:
  - (i) the Usage Charges;
  - (ii) the Daily Supply Charge; and
  - (iii) the Capacity Charges (if applicable), as specified in your Energy Plan Details, unless your Energy Plan Details contains a different pricing structure.
- (c) Different Usage Charges may apply at different times during the day or to different energy usage thresholds. If so, the different rates, times at which these different rates apply, usage thresholds and how they apply will be specified in your Energy Plan Details.
- (d) In addition to the amount referred to in paragraph (b), the tariffs and charges that you're required to pay may include any or all of the following:
  - (i) exit fees (see clause 7); and
  - (ii) late payment fees (see clause 13.4); and
  - (iii) merchant service fees (see clause 13.5); and
  - (iv) fees for dishonoured payments (see clause 13.6); and
  - (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); and
  - (vi) connection, disconnection or reconnection fees; and
  - (vii) any other fees imposed by your distributor due to something specific to your needs (this doesn't include ordinary charges for the use of the networks in order to supply energy to you, which are already included in the tariffs and charges under this Contract); and



- (viii) any other fees set out in your Energy Plan Details; and
- (ix) fees for any other goods or services required, or requested by you, on a case-by-case basis (whether or not the fee is specifically set out in the Energy Plan Details).

## **11.2 Changes to tariffs and charges**

- (a) 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 one or more 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 may also vary the tariffs and charges set out in your Energy Plan Details, or introduce new tariffs and charges, for any reason other than those set out in clause 11.2(a).
- (c) We'll give you notice of any variations to tariffs and charges that affect you:
  - (i) when required under the energy laws, at least 5 business days before the variation applies; or
  - (ii) otherwise, as soon as practicable or as required by the energy laws and in any event no later than your next bill.
- (d) If:
  - (i) we vary tariffs and charges or introduce new tariffs and charges in accordance with clause 11.2(a) and your total bill on the new tariffs and charges (calculated in accordance with clause 11.2(e)(i)) is higher than it would be under our standard retail contract (calculated in accordance with clause 11.2(e)(ii)); or
  - (ii) we vary tariffs and charges or introduce new tariffs and charges in accordance with clause 11.2(b), and you notify us that you wish to end this Contract in accordance with clause 4.4(a) within 20 business days after the date that you receive our notice of variation, then:

- (iii) this Contract will end in accordance with clause 4.4; and
- (iv) we'll waive any exit fee that would otherwise apply.
- (e) For the purposes of the comparison under clause 11.2(d)(i):
  - (i) your total bill on the new tariffs and charges will be calculated by reference to the amount of energy used during your most recent full billing cycle and the new or varied tariffs and charges, applying any Benefits which could apply to your bill as if you've met the relevant eligibility criteria for that Benefit; and
  - (ii) your total bill under our standard retail contract will be calculated by reference to the same amount of energy as in 11.2(e)(i) and our standing offer prices as at the date the variation is effective.

### **11.3 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.

### **11.4 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 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 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.

## **12. BILLING**

### **12.1 General**

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.

## 12.2 Calculating the 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,
- (b) where applicable, maximum or contracted capacity (using information obtained from reading your meter or otherwise in accordance with the energy laws); and
- (c) the amount of fees and charges for any other services provided under this Contract during the billing cycle; and
- (d) 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.

## 12.3 Estimating the energy usage

- (a) We may estimate the amount of energy used at your premises if your meter can't be read, 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 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; and
  - (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, we'll allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.
- (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.

## 12.4 Your historical billing information

When you ask us, 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 previous 12 months, where this contract relates to electricity; or
- (b) in the previous 12 months, where this contract relates to gas.

### **12.4.1A Your electricity (only) consumption information**

When you ask us, we must give you information about your electricity consumption 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.

## **12.5 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.

## **13. PAYING YOUR BILL**

### **13.1 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.

### **13.2 Issue of reminder notices**

If you haven't paid your bill by the pay-by date, we'll send you a reminder notice that payment is due and must be paid. The reminder notice will give you a further due date for payment that will be not fewer than 6 business days after we issue the notice.

### **13.3 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're not 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.

## **13.4 Late payment fees**

- (a) If set out in your Energy Plan Details, we may require you to pay a late payment fee if you haven't paid the full amount of a bill by the pay-by date (unless we're prohibited by energy laws from asking you to do this).
- (b) The amount of the late payment fee is specified in your Energy Plan Details.

## **13.5 Merchant service fees**

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

## **13.6 Fees for dishonoured payments**

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

# **14. METERS**

- (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; 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 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.

- (b) 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.
- (c) We'll make arrangements for metering services on your behalf to ensure your premises complies with 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.
- (d) If you entered into this contract after 1 December 2017 or have otherwise expressly agreed, you waive your rights to opt out of having your meter replaced as part of any new meter deployment.

## **15. UNDERCHARGING AND OVERCHARGING**

### **15.1 Undercharging**

- (a) If we've undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - (i) we won't charge interest on the undercharged amount; and
  - (ii) we'll offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if fewer 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 the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

### **15.2 Overcharging**

- (a) Where you've been overcharged by less than \$ 50.00 (or such other amount as determined in accordance with the energy laws from time to time), and you've already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you've been overcharged by \$50.00 (or such other amount as determined in accordance with the energy laws from time to time) or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you've already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we'll comply with that request.

- (c) If you've stopped buying energy from us, we'll use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) 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.

## **15.3 Reviewing 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. You'll be liable for the cost of the check or test and we may ask for payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (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 don't dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

## **16. SECURITY DEPOSITS**

### **16.1 Security deposit**

If we ask you to provide a security deposit, you must pay the security deposit when we ask you to do so. The circumstances in which we can ask for a security deposit are governed by the energy laws.

### **16.2 Interest on security deposits**

Where you've paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the energy laws.

### **16.3 Use of a security deposit**

We may use your security deposit and any interest earned to offset any amount you owe under this Contract.

## **17. DISCONNECTION OF SUPPLY**

### **17.1 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) 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 3 of the Energy Retail Code, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or
  - (ii) outside Victoria and you don't pay your bill by the pay-by date and, if you're a residential customer, you:
    - (A) fail to comply with the terms of an agreed payment plan; or
    - (B) don't agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement; or
- (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 14 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 19;
- (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.

## **17.2 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, and 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 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).

## **17.3 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're being disconnected under clause 17.1(a), 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.

## **17A. PLANNED INTERRUPTIONS**

### **17A.1 We may arrange retailer planned interruptions**

- (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 your electricity meter.
- (b) If your electricity supply will be affected by a retailer planned interruption arranged by us and clause 9.3(d)(iii) does not apply, where permitted under the energy laws:
  - (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'll give you at least 4 business days' notice.

## **17A.2 Information about planned interruptions**

- (a) 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.
- (b) 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.
- (c) For interruptions made by your distributor, we may refer you to your distributor to provide information.

## **18. 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 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 4.9(a)(vii).

## **19. 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; 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 energy laws; or

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

## **20. 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) If you've provided your consent in accordance with the energy laws (either at the time of entering into this Contract or at a later stage) to receive notices and bills electronically, we may send notices and bills under this Contract to you electronically.
- (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); 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.
- (d) 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.

## **21. PRIVACY ACT NOTICE**

- (a) We'll comply with all relevant privacy legislation in relation to your personal information. Our Privacy Policy is included with this Contract at Part 4.
- (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. 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) You can also find our Privacy Policy on our website. If you have

any questions, you can contact our privacy officer The Privacy Officer, EnergyAustralia Locked Bag 14060, Melbourne City Mail Centre 8001.

## **22. COMPLAINTS AND DISPUTE RESOLUTION**

### **22.1 Complaints**

- (a) 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.
- (b) If you have a query, a complaint or dispute, contact us on 133 466.

### **22.2 Our obligations in handling complaints**

- (a) If you make a complaint, we must handle your complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website. We'll provide a copy of our standard complaints and dispute resolution procedures to you on request.
- (b) We must respond to your complaint within the required time frames set out in our standard complaints and dispute resolution procedures and inform you:
  - (i) of the outcome of your complaint and the reasons for our decision; and
  - (ii) that if you're not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman.

## **23. FORCE MAJEURE**

### **23.1 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.

## **23.2 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.

## **23.3 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.

## **23.4 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.

# **24. APPLICABLE LAW**

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

# **25. RETAILER OF LAST RESORT EVENT**

If we're 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'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.

# **26. GENERAL**

## **26.1 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're taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation isn't complied with, we're still liable to you for the failure to comply with this Contract.

## **26.2 Amending this Contract**

- (a) We may amend this Contract (including any or all of these Contract Terms and Conditions, the Explanation of Benefits and your Energy Plan Details) from time to time to:

- (i) reflect any laws, codes, regulatory guidelines or instructions by the relevant regulator that are amended or introduced after this Contract commences; and
  - (ii) make variations to this Contract that are reasonably necessary to achieve optimal business efficiency and performance or to protect our legitimate business interests.
- (b) If we amend this Contract we'll give you notice of the changes in accordance with any applicable energy law requirements, following which the amended terms set out in the notice will form part of this Contract.
  - (c) You consent to us amending this Contract by notice and you agree to comply with this Contract as amended by that notice.
  - (d) We won't amend this Contract so that it is inconsistent with the energy laws.
  - (e) We aren't obliged to continue to offer any particular plan or Benefit beyond the expiration of any existing Benefit Period.

## 26.3 Application of certain clauses

The following provisions do not apply in the State of Victoria:

- (a) clause 9.3(d) (notice about retailer planned interruptions);
- (b) clause 17A (Planned Interruptions).

## 27. EXPLANATION OF TERMS

### 27.1 Simplified explanation of terms defined in the energy laws

**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;

**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 distribution network;

**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; and
- (b) for customers outside Victoria, the National Energy Retail Law and the Rules;

**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 of the requirement for life support equipment at your premises;

**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 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 energy laws;

**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; 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.

## 27.2 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 Explanation of Benefits from time to time;

**Benefit End Date** means the last day of a Benefit Period (being the last day of the number of 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 years in your Energy Plan Details;

**Benefit Start Date** means:

- (a) in respect of the first Benefit Period, the Supply Start Date (or such other date specified as the Benefit Start Date in your Energy Plan Details); and
- (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, the Explanation of Benefits and your Energy Plan Details;

**Contract End Date** means the date on which this Contract ends as determined under clause 4.9;

**Contract Start Date** is the date on which this Contract starts as determined under clause 4.1;

**Cooling-Off Period** is defined in clause 4.2;

**Daily Supply Charge** means a charge that applies for supplying electricity

or gas (as applicable to you and specified in your Energy Plan Details) to your premises for each day of the billing period, 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 premises in:

- (a) the State of New South Wales – Energy and Water Ombudsman (NSW) Limited ACN 079 718 915; or
- (b) the State of Victoria – Energy and Water Ombudsman (Victoria) Limited ACN 070 516 175; or
- (c) the State of Queensland – the energy ombudsman established under Part 2 of the *Energy Ombudsman Act 2006* of Queensland; or
- (d) the State of South Australia – Energy Industry Ombudsman (SA) Limited ACN 089 791 604; or
- (e) the State of Tasmania – the Ombudsman referred to in the *Energy Ombudsman Act 1998* of Tasmania, being the Ombudsman within the meaning of the *Ombudsman Act 1978* of Tasmania; or
- (f) the Australian Capital Territory – the ACT Civil and Administrative Tribunal established under section 88 of the *ACT Civil and Administrative Tribunal Act 2008* of the Australian Capital Territory;

**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;

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

**Supply Start Date** means the date we start supplying energy to your

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.

## PART 2:

# EXPLANATION OF BENEFITS: MARKET RETAIL CONTRACTS

This Explanation of Benefits provides a detailed explanation of all the Benefits we offer under our different market retail contract offers. It forms part of the Contract between EnergyAustralia Pty Ltd (ABN 99 086 014 968) and you, and should be read in conjunction with the Market Retail Contract Terms and Conditions and your Energy Plan Details (both of which also form part of your Contract).

The Benefits listed in the table below that are applicable to you will be specified in your Energy Plan Details.

In this document:

- (a) **Benefit Period Year** means each 12-month period during the Benefit Period. For example, the first Benefit Period Year starts on the Benefit Start Date and ends on the day before the first anniversary of the Benefit Start Date.
- (b) Other terms are defined in the Market Retail Contract Terms and Conditions.

Benefit	Guaranteed Discount (Usage Charges and Daily Supply Charges)
Description	<p>The Guaranteed Discount is a percentage discount applied to the Usage Charges and Daily Supply Charges for each billing cycle during the Benefit Period. The Guaranteed Discount does not apply to the Capacity Charges for electricity (where applicable).</p> <p>The percentage discount (if applicable) is set out in your Energy Plan Details.</p>
Application and conditions	The Guaranteed Discount is applied to the pre-GST Usage Charges and Daily Supply Charges for each billing cycle during the Benefit Period.

Benefit	Guaranteed Discount (Usage Charges)
Description	<p>The Guaranteed Discount (Usage Charges) is a percentage discount applied to the Usage Charges for each billing cycle during the Benefit Period.</p> <p>The Guaranteed Discount does not apply to the Capacity Charges for electricity (where applicable).</p> <p>The percentage discount (if applicable) is set out in your Energy Plan Details.</p>

<b>Application and conditions</b>	The Guaranteed Discount (Usage Charges) is applied to the pre-GST Usage Charges for each billing cycle during the Benefit Period.
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<b>Benefit</b>	Pay By Due Date Discount (Usage Charges and Daily Supply Charges)
<b>Description</b>	<p>The Pay By Due Date Discount is a percentage discount applied to the total energy charges for each billing cycle during the Benefit Period, and applies if you pay a bill in full on or before the pay by date.</p> <p>The percentage discount (if applicable) is detailed in your Energy Plan Details.</p>
<b>Application and conditions</b>	<ol style="list-style-type: none"> <li>1. The Pay By Due Date Discount is applied to the total energy charges for each billing cycle during the Benefit Period. Each bill will show the total energy charges before and after the Pay By Due Date Discount is applied.</li> <li>2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable) and green option charges (if applicable), after taking into account any solar energy rebates (if applicable), any relevant discounts or other Benefits applied to the bill, any applicable concessions and GST (but not including any adjustments to a bill).</li> <li>3. You may pay the discounted amount shown on a bill if you pay that amount in full on or before the pay-by date.</li> <li>4. If you're on an instalment plan, you must pay in full each of the agreed instalments that fall due during the billing cycle by the applicable due dates in order to receive the Pay By Due Date Discount. The discount will then be calculated on the entire energy charges under the bill (not just any outstanding balance). In addition: <ol style="list-style-type: none"> <li>(a) if your instalment plan requires you to pay any balance of the bill, you must also pay that balance on or before the pay-by date in order to receive the discount;</li> <li>(b) if your instalment plan does not require you to pay any balance of the bill, the Pay By Due Date Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</li> </ol> </li> </ol>

<p><b>Application and conditions</b></p>	<p>5. Provided the conditions for the Pay By Due Date Discount have been satisfied:</p> <ul style="list-style-type: none"> <li>(a) the Pay By Due Date Discount will apply to a bill even if there's a delay in processing the payment of that bill beyond the pay-by date;</li> <li>(b) the Pay by Due Date Discount will apply to a final bill under your Contract, even if you are moving to another retailer; and</li> <li>(c) if you've entered into a direct debit arrangement with us and the direct debit fails (other than as a result of your act or omission), the amount of the Pay By Due Date Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</li> </ul> <p>6. If you don't pay a bill on or before the pay-by date you must still pay the bill; however, you must pay the full amount of the bill excluding the Pay By Due Date Discount. Note that late payment fees may also apply in accordance with the Market Retail Contract Terms and Conditions.</p> <p>6. If there are any outstanding amounts shown on a bill (from any previous bill), the Pay By Due Date Discount will not apply to the outstanding amounts.</p> <p>7. If a bill is in credit, the Pay By Due Date Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</p>
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<p><b>Benefit</b></p>	<p>Pay By Due Date Discount (Usage Charges)</p>
<p><b>Description</b></p>	<p>The Pay By Due Date Discount (Usage Charges) is a percentage discount applied to the Usage Charges for each billing cycle during the Benefit Period, and applies if you pay a bill in full on or before the pay-by date.</p> <p>The percentage discount (if applicable) is detailed in your Energy Plan Details.</p>

<p><b>Application and conditions</b></p>	<ol style="list-style-type: none"> <li>1. The Pay By Due Date Discount is applied to pre-GST value of the Usage Charges for each billing cycle during the Benefit Period. Each bill will show the total energy charges payable before the Pay By Due Date Discount is applied, and the amount payable after the Pay By Due Date Discount is applied to the GST-exclusive value of the Usage Charges.</li> <li>2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable), and green option charges (if applicable), after taking into account any solar energy rebates (if applicable), any relevant discounts or other Benefits applied to the bill, any applicable concessions and GST (but not including any adjustments to a bill).</li> <li>3. You may pay the discounted amount shown on a bill if you pay that amount in full on or before the pay-by date.</li> <li>4. If you're on an instalment plan, you must pay in full each of the agreed instalments that fall due during the billing cycle by the applicable due dates in order to receive the Pay By Due Date Discount. The discount will then be calculated on the entire pre-GST Usage Charges under the bill (not just any outstanding balance). In addition: <ol style="list-style-type: none"> <li>(a) if your instalment plan requires you to pay any balance of the bill, you must also pay that balance on or before the pay-by date in order to receive the discount;</li> <li>(b) if your instalment plan does not require you to pay any balance of the bill, the Pay By Due Date Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</li> </ol> </li> <li>5. Provided the conditions for the Pay By Due Date Discount have been satisfied: <ol style="list-style-type: none"> <li>(a) the Pay By Due Date Discount will apply to a bill even if there's a delay in processing the payment of that bill beyond the pay-by date;</li> <li>(b) the Pay by Due Date Discount will apply to a final bill under your Contract, even if you are moving to another retailer; and</li> </ol> </li> </ol>
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	<p>(c) if you've entered into a direct debit arrangement with us and the direct debit fails (other than as a result of your act or omission), the amount of the Pay By Due Date Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</p> <p>6. If you don't pay a bill on or before the pay-by date you must still pay the bill; however, you must pay the full amount of the bill excluding the Pay By Due Date Discount. Note that late payment fees may also apply in accordance with the Market Retail Contract Terms and Conditions.</p> <p>7. If there are any outstanding amounts shown on a bill (from any previous bill), the Pay By Due Date Discount will not apply to the outstanding amounts.</p> <p>8. If a bill is in credit, the Pay By Due Date Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</p>
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<b>Benefit</b>	Campaign Reward
<b>Description</b>	<p>The Campaign Reward may be a fixed dollar rebate, a physical item (such as a gift voucher) or any other special reward that we provide to you in return for your acceptance of one of our market offers.</p> <p>The Campaign Reward (if applicable) is detailed in your Energy Plan Details.</p>
<b>Application and conditions</b>	<p>1. If the Campaign Reward is a fixed dollar rebate, this amount will be credited to the pre-GST amount of your first bill issued after you start on a plan that includes this reward, provided that you're on a plan that includes that reward at the completion of the billing cycle for that first bill.</p> <p>2. Your Energy Plan Details may include further terms and conditions relevant to this Benefit (which may include an additional exit fee).</p>



<b>Benefit</b>	Rate Fix
<b>Description</b>	<p>The Rate Fix Benefit provides you with a fixed rate Usage Charge and a fixed rate Daily Supply Charge, which apply without change for each billing cycle during the Benefit Period.</p> <p>The fixed rates (if applicable) are detailed in your Energy Plan Details.</p>
<b>Application and conditions</b>	<ol style="list-style-type: none"> <li>1. The Usage Charge and Daily Supply Charge will be fixed from the Contract Start Date to the Benefit End Date (for the first Benefit Period) and from the Benefit Start Date to the Benefit End Date for any subsequent Benefit Period. Accordingly, clause 11.2 of the Market Retail Contract Terms and Conditions (changes to tariffs and charges) will not apply to those charges outlined above during this period.</li> <li>2. If the Supply Start Date doesn't occur within 6 months of the Contract Start Date, the Rate Fix Benefit will not apply. In this case we'll notify you of your options, and we may offer you an alternative Benefit or different fixed rates under Rate Fix.</li> </ol>

Note: For all Benefits (other than Campaign Rewards), if a Benefit is expressed to apply to bills during certain billing cycles and you change to a different plan with different Benefits during such a billing cycle, we'll apply the existing Benefit and the new Benefit on a proportionate basis based on the period for which you were eligible for each Benefit.

## PART 3: GREEN OPTION TERMS AND CONDITIONS

If you accept one of our green options, the following terms and conditions apply to the green option ("Green Option Terms and Conditions"):

- (a) You agree to pay the extra amount for your selected green option as shown in your Energy Plan Details. You agree that this amount, which will appear on your electricity bills, will be charged in addition to the electricity tariffs and charges that you're obliged to pay under your Contract.
- (b) We may vary the tariffs and charges of your green option from time to time and we'll use our best endeavours to provide you with notice as soon as practicable, or in any event no later than your next bill, if we vary these tariffs and charges.
- (c) You may switch to another appropriate green option or cancel your green option by giving us at least 30 days' notice. Please note that
  - (i) switching to a different green option won't affect any Contract between you and us; and
  - (ii) if you cancel your green option the Green Option Terms and Conditions will no longer apply to you but there will be no change to any Contract between you and us.
- (d) We'll ensure that for the percentage of the electricity that we sell to you (as applicable to your selected green option and set out in your Energy Plan Details), an equivalent amount of electricity is produced from GreenPower Generators accredited under the National GreenPower Accreditation Program.
- (e) The electricity produced from GreenPower Generators to meet your green option is dispatched into the communal electricity grid and cannot be distinguished from electricity produced from non-renewable sources. We therefore cannot guarantee that any or all of the electricity actually supplied to your premises is partly or exclusively from renewable energy sources.
- (f) However, as our green options are accredited GreenPower products, the rules of the National GreenPower Accreditation Program operate to ensure that we cause the required amount of renewable energy to be produced and dispatched into the communal system.
- (g) If for any reason your green option ceases to be accredited under the rules of the National GreenPower Accreditation Program, or we're no longer able to continue providing the green option, we will notify you of your options as soon as practicable. You may cancel your green option by notifying us.

- (h) For more information on the National GreenPower Accreditation Program please go to [www.greenpower.gov.au](http://www.greenpower.gov.au).
- (i) These Green Option Terms and Conditions form a separate contract between you and us and don't limit, vary or exclude the operation of any Contract between you and us for the sale of energy.

These Green Option Terms and Conditions are between:

EnergyAustralia Pty Ltd (ABN 99 086 014 968) (in these Green Option Terms and Conditions referred to as "we", "our" or "us"); and

You, the customer to whom these Green Option Terms and Conditions apply (in these Green Option Terms and Conditions referred to as "you" or "your"). Other terms used in these Green Option Terms and Conditions have the same meanings as in the market retail contract for the sale of energy between you and us.

## PART 4: PRIVACY 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 scene) (referred to as 'us'/'our'/'or 'we'). 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 August 2018.

### 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 EnergyAustralia about its 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, credit worthiness, credit history and the conduct of your account, information in forms you submit (including on-line enquiry or complaint forms), 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 & 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 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 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, when you visit our website or other online services (including when you submit a quote 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 retailers (for example if you move to us from that retailer), 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.

## **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)
- 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
- to 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
- 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 credit-worthiness 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
- to consider job applicants for current and future employment.

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
- companies in the EnergyAustralia group of companies (including our parent company CLP, located in Hong Kong)
- credit providers and agencies
- 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 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 (including to third party service providers), 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 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. 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

Phone: **1300 609 387** (Monday - Friday, 9am - 5pm AEST)



- You can also opt-out in writing:  
The Privacy Officer  
EnergyAustralia/seene  
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](mailto: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 (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 (eg 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) 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 we use your personal information* above).

## **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 Equifax Australia and/or illion which are Credit Reporting Bureaus (CRBs) 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](mailto:membership.queryau@equifax.com)

**Web:** [www.mycreditfile.com.au](http://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](mailto:PACAustral@illion.com.au)

**Web:** [www.checkyourcredit.com.au](http://www.checkyourcredit.com.au)

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 credit worthiness.

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 credit worthiness, 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 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 website 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;
- to provide you with a tailored and relevant experience when using our website or other online services; and

- to 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 third party 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](http://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  
Locked Bag 14060  
Melbourne City Mail Centre 8001

### **EnergyAustralia Customers**

Email (enquiries): [enq@energyaustralia.com.au](mailto:enq@energyaustralia.com.au)

Email (complaints): [resolutions@energyaustralia.com.au](mailto:resolutions@energyaustralia.com.au)

### **seene Customers**

Email: [hello@seene.com.au](mailto:hello@seene.com.au)

EnergyAustralia Pty Ltd  
ABN 99 086 014 968

**EnergyAustralia**  
Locked Bag 14060  
Melbourne City Mail Centre  
Victoria 8001  
[energyaustralia.com.au](http://energyaustralia.com.au)

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