



Powow Power Pty Ltd

**Market Retail Contract
Terms and Conditions**

Version: May 2022

Powow Power Market Retail Contract Terms and Conditions

1. About this contract

1.1 Market retail contract for the sale of energy

- (a) This contract is a market retail contract which you have chosen to enter into with us by accepting one of our energy offers. It applies to the sale of electricity or natural gas to your premises.
- (b) This contract is comprised of these terms and conditions and your Energy Plan.

1.2 Separate contracts with us or related entities

- (a) If we're your retailer for both electricity and natural gas, then you have a separate contract with us for each of those fuels.
- (b) If we're your retailer at more than one of your premises, then you have a separate contract with us for the sale of electricity or natural gas at each of those premises.
- (c) If you're eligible for and accept an offer from us or from an entity related to us for other products or services, such as for solar, battery and/or virtual power plant services, then you will also have separate contracts for those products and services.
- (d) Depending on your Energy Plan or other contract documents, you may receive discounts or other benefits while you have more than one contract with us or with entities related to us.

1.3 Connection contract with your distributor

- (a) You also have a separate contract with your electricity or natural gas distributor, called a customer connection contract. Your distributor is responsible for the physical connection of the wires or pipes to your premises, and the supply of energy to your premises. We will sell that energy to you under this contract.

2. Parties to this contract

- (a) "We" are Powow Power Pty Ltd (ACN 644 212 322), who is:
 - (1) an energy retailer authorised by the Australian Energy Regulator

under the National Electricity Retail Law; and

- (2) the holder of an electricity retail license and a natural gas retail license granted by the Essential Services Commission of Victoria.

- (b) "You" are the person, company or entity who accepted our energy offer and who is identified as the customer in your Energy Plan.

3. Small customers and energy laws

- (a) This contract is designed for small customers. A small customer is:
 - (1) a residential customer (being a person who purchases energy principally for personal, household or domestic use at their premises); or
 - (2) a business customer who uses:
 - (A) less than 100MWh of electricity per year, for premises in New South Wales, Queensland or the Australian Capital Territory;
 - (B) less than 160MWh of electricity per year, for premises in South Australia, or
 - (C) less than 40MWh of electricity per year, for premises in Victoria.

- (b) In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy to small customers – for example, rules about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

- (c) In entering into this contract, you have told us that you are a small customer. We may decide to end this contract if you are not, or are no longer, a small customer.

4. Commencement and cooling off period

4.1 When this contract is formed

- (a) This contract is formed on the date that you accept one of our market offers to supply electricity to you (before the relevant

market offer expiry date), whether that acceptance is via the internet, over the telephone, or in any other manner consistent with the energy laws.

- (b) However, the sale of energy under this contract won't start until the date provided for under clause 4.3.

4.2 Cooling off period

- (a) You have a 10 business day cooling off period during which you may cancel this contract at any time.
- (b) The cooling off period begins on the later of:
 - (1) the date this contract is formed; and
 - (2) the date on which you receive a copy of this contract and customer disclosure information required under the energy laws.
- (c) You may cancel this contract during the cooling off period by calling us or notifying us in writing that you want to end the contract. If you do so, this contract will end immediately.

4.3 When we will start selling energy to you

- (a) We will start selling energy to you when all of the following have occurred:
 - (1) the cooling off period has expired;
 - (2) you have provided us with the information and met the requirements under clause 4.5; and
 - (3) where we are not currently your retailer, responsibility for your premises in the energy market has transferred to us from your current retailer, or on another date that we agree with you.

4.4 The transfer process

- (a) If we're not currently your retailer, we'll arrange for responsibility for your premises in the energy market to be transferred to us.
- (b) Generally, this will be the day after your next meter reading. Usually, this will be your next scheduled meter reading, although you can request a special meter reading for this purpose, for an extra fee.

- (c) There may be delays in the transfer which are beyond our control.

4.5 Information and other requirements

- (a) Before we start selling energy to you:
 - (1) you must provide to us all information that we ask for and reasonably require, including (if you haven't already provided them) your contact details, the contact details of the property owner or rental agent (if applicable), acceptable identification, consent to obtain and use your credit history information, information about gaining safe access to the meter or other equipment at your premises, details of your eligibility for any concession, and whether or not any person residing or intending to reside at the premises requires life support;
 - (2) we may investigate and confirm your eligibility for the Energy Plan that you have accepted and that the details you have provided to us are correct;
 - (3) you agree that we may carry out a credit check or credit assessment on you from time to time and use the personal information we obtain from the relevant credit reporting bureau (CRB), or personal information we derive from the information we obtain from the CRB (collectively "credit eligibility information"), for performing tasks that are reasonably necessary in processing your application for credit from us or in managing credit provided by us to you;
 - (4) we must be satisfied of the results of any credit check or credit assessment;
 - (5) if we have asked you for a security deposit (being an amount of money paid to us as security against non-payment of a bill), you must have provided that to us;
 - (6) your premises must be connected and all necessary metering equipment installed, and there

must be safe and unhindered access to the metering equipment; and

- (7) if we have asked you to pay any debt that you owe us for energy or services to other premises (other than a debt which is the subject of a genuine dispute or existing payment arrangement with us), you must have paid that debt.

- (b) If we start selling energy to you before all the above requirements are met, we may still require those requirements to be met after we start selling energy to you.

5. Your Energy Plan

- (a) Your Energy Plan may be for a fixed term contract, or it may be for an ongoing contract until either you or we end it.
- (b) Where permitted by energy laws, an Energy Plan for an ongoing contract may also provide for certain prices, discounts or other benefits to apply during a fixed period only, with different prices or arrangements to apply after that period.
- (c) We will notify you before your Energy Plan, or any fixed benefit period under it, is due to end. We will give you this notice no earlier than 40 business days and no later than 20 business days before the end of the contract.
- (d) Our notice may provide for an offer of a further Energy Plan, which might be an offer of a new fixed term contract, or an offer of a further fixed benefit period under this contract.
- (e) Where permitted by energy laws, our notice may provide that if you don't reject the offer within the period set out in the notice, you are taken to have accepted the offer. You agree that you are taken to have accepted the offer in such a case.
- (f) If you have not accepted, or are not taken to have accepted, an offer of a further Energy Plan within the time specified in the offer, then:
- (1) if it is a fixed benefit period that is expiring and your Energy Plan provides for the prices and arrangements to apply after the expiration of that period, those arrangements will apply; or

- (2) if it is a fixed term of the contract that is expiring, then, until your premises are transferred to another retailer, we will sell energy to you under our standing offer tariffs and our standard retail contract. Information about these is contained on our website.

6. Charges

6.1 Charges under your Energy Plan

- (a) Our charges for the sale of energy to you under this contract are set out in your Energy Plan.
- (b) Generally, your charges will include the following components:
- (1) usage charges – calculated based on the amount of energy you use; and
- (2) daily supply charges – calculated on a daily basis, regardless of usage.
- (c) Your charges will also include:
- (1) other distributor or metering charges – any amounts that your distributor or metering service provider charges us for goods or services at your premises and which are not already incorporated into the usage charges or daily supply charges, such as a disconnection fee, connection fee or special meter reading fee, or a fee for the installation of a new meter;
- (2) taxes – any relevant taxes, such as GST;
- (3) late payment fees – if included in your Energy Plan and where permitted by energy laws, if you are late paying your bills;
- (4) merchant service fees – fees for paying your bill by Mastercard, Visa or another payment method where we incur a merchant services fee, equal to the amount charged to us;
- (5) dishonoured payment fees – fees if your payment is dishonoured or reversed and we incur a fee as a

result, equal to the amount charged to us;

- (6) any other charges set out in your Energy Plan Details or in these terms and conditions.

6.2 Variation to charges

- (a) Subject to clause 6.2(b) and to the energy laws, we may vary the amount, nature or structure of the charges under this contract at any time.
- (b) We won't vary your charges during any fixed term or fixed benefit period if your Energy Plan provides for charges during those periods to be fixed, unless the variation is due to, or in order to allow us to recover the increased direct or indirect costs of compliance with, a change of law.
- (c) If we vary the charges under this contract, we will give you notice of the variation at least five business days before the variation will apply to you, or notice otherwise in accordance with the energy laws.
- (d) The notice will be by your preferred form of communication where this has been communicated to us, or otherwise by the same method as that used for delivery of your bill.
- (e) The notice must:
 - (1) specify that your tariffs and charges are being varied;
 - (2) specify the date on which the variation will come into effect;
 - (3) identify your existing tariffs and charges inclusive of GST;
 - (4) identify your tariffs and charges as varied inclusive of GST;
 - (5) specify that the tariffs and charges identified in paragraphs (3) and (4) above are inclusive of GST; and
 - (6) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.
- (f) The energy laws set out some circumstances in which a notice of variation is not required.

6.3 GST

- (a) Amounts specified in your Energy Plan and other amounts payable under this contract may be stated to be exclusive or inclusive of GST (goods and services tax), unless energy laws require us to specify the GST inclusive amount. 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.

7. Feed-in tariffs

- (a) If your contract is for electricity, you have a solar photovoltaic (PV) system installed at your premises, and your Energy Plan contains a feed-in tariff, we will pay you that feed-in tariff for any electricity that your system generates which is exported to the electricity grid.
- (b) Unless your Energy Plan provides for the feed-in tariff to be fixed during any fixed term or fixed benefit period, we may vary the amount of, or cancel, the feed-in tariff at any time by notice to you.

8. Billing

8.1 Preparing and sending bills to you

- (a) We'll send a bill to you as soon as possible after the end of each billing cycle. The billing cycle is the regular recurrent period for which you receive a bill from us.
- (b) We'll send your bill to the address you choose. This can be an email address or other electronic address (such as on-line via a secure website). If you don't choose an address or we can't contact you at that address, we may send the bill to the premises.

8.2 Energy usage and estimation

- (a) Generally, your energy usage charges will be based on the amount of energy you use during a billing period. That use will be determined in accordance with the energy laws, generally by a meter reading, or in some cases by estimating your usage.
- (b) 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.

- (c) If we use an estimate, it will be based on:
 - (1) your own reading of the meter;
 - (2) historical metering data that we have available; or
 - (3) the average usage of energy by a comparable customer over the corresponding period, if there is no historical metering data for you.
- (d) If we estimate the amount of energy used at your premises to calculate a bill, we will:
 - (1) clearly state on the bill that it is based on an estimation;
 - (2) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used; and
 - (3) if required by the energy laws, give you an opportunity to request an adjustment to the bill based on your own reading of the meter.
- (e) If a 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.
- (f) 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.

8.3 Review of bills and meter tests

- (a) At your request, we will review your bill in accordance with our complaints and dispute resolution procedure. While your bill is being reviewed, you'll still need to pay any amounts we ask you to, in accordance with the energy laws, by the due date. If you are not satisfied of the outcome of our review, we will inform you of your rights, which may include a right to lodge a dispute with the energy ombudsman in your state or territory.
- (b) You can also ask to have your meter reading checked or your meter tested.

However, you may be required to pay for the cost of the check or test, if the check or test shows that the meter was not faulty or the metering data was correct.

9. Undercharging and overcharging

9.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
 - (1) we will not charge interest on the undercharged amount; and
 - (2) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in:
 - (1) if your premises are located outside Victoria, the 9 months immediately before we notify you;
 - (2) if your premises are located within Victoria, the 4 months immediately before we notify you,

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

9.2 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 will 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 will inform you within 10 business days of our becoming aware of the overcharge and, if you've already paid that amount, we will 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.

10. Payment

10.1 Paying your bills

- (a) You must pay each bill in full by the date set out on the bill, or make payments in accordance with your payment schedule or instalment plan.
- (b) You can pay your bill by any of the methods listed on your bill.
- (c) 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.

10.2 Issue of reminder notices

- (a) 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.

10.3 Payment difficulties

- (a) If you have any difficulties in paying your bill or are experiencing financial hardship, please let us know as soon as possible. We'll provide you with information about payment plans or other options and entitlements.

10.4 If you don't pay your bills

- (a) If you don't pay a bill in full or make other acceptable arrangements with us by the due date, we may do any one or more of the following:
 - (1) charge you a late payment fee, if included in your Energy Plan and where permitted by energy laws;
 - (2) if we don't charge you a late payment fee and where permitted by the energy laws, charge you daily interest on amounts not paid by the due date, to cover the costs or losses we incur as a result of the late payment, until the overdue amount is paid in full;

- (3) use your security deposit and any interest earned to offset any amount you owe;
- (4) refer your bill for collection by a debt collection agency;
- (5) sell the rights to the unpaid amount to a third party who may seek to collect it from you; or
- (6) begin the process for disconnection.

11. Security deposits

- (a) 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.
- (b) 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.
- (c) We may use your security deposit and any interest earned to offset any amount you owe under this contract.
- (d) If we use your security deposit or any interest to offset amounts owed to us, we'll let you know.
- (e) If we no longer need your security deposit, we'll return it and any interest through a credit on your bill, or if you have closed your account, through our standard processes to refund account credits.

12. Metering equipment and access

- (a) We will make arrangements for metering services on your behalf to ensure your premises comply with the energy laws. You will 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.
- (b) You must allow us, and all persons entitled by law to access the metering equipment, safe and unhindered access to your premises for the purposes of:
 - (1) reading, testing, maintaining, inspecting or altering any metering equipment at the premises;
 - (2) calculating or measuring energy supplied or taken at the premises;

- (3) checking the accuracy of metered consumption at the premises;
 - (4) replacing meters and metering equipment; and
 - (5) connecting, disconnecting or reconnecting your energy supply.
- (c) You agree to pay the reasonable costs we incur as a result of your failure to allow such access.
 - (d) You must not interfere with or damage, or permit interference with or damage to, the metering equipment at the premises.
 - (e) You must notify us as soon as possible if you become aware of:
 - (1) any damage to the metering equipment at the premises; or
 - (2) any change that materially affects access to the metering equipment at the premises.
 - (f) We may temporarily interrupt the supply of electricity to your premises for the purpose of installation, maintenance, repair or replacement of metering equipment.

13. Life support

- (a) If a person living or intending to live at your premises requires life support equipment, you must:
 - (1) advise us that the person requires life support equipment;
 - (2) register the premises with us or your distributor; and
 - (3) 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. If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:
 - (1) at least 50 business days to provide medical confirmation for the premises;
 - (2) general advice that there may be a distributor planned interruption, retailer planned interruption or unplanned interruption to the supply of energy to the premises;

- (3) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date;
- (4) information to assist you to prepare a plan of action in case of an unplanned interruption; and
- (5) emergency telephone contact numbers.

- (c) 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.

14. Keeping us informed

- (a) You must tell us promptly if information you've provided to us changes, including if your billing address changes, if your use of energy materially changes (for example, if you start running a business at the premises), or if someone requiring life support starts residing at the premises.
- (b) 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.

15. Quality and reliability of supply

- (a) As your retailer, we do not control or operate the distribution system, and we cannot control the quality, frequency or continuity of the supply of energy to your premises.
- (b) The quality and reliability of your electricity supply and the quality, pressure and continuity of your natural 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.

- (c) 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.
- (d) If we plan to interrupt the supply of energy, we'll give you notice in accordance with the energy laws.
- (e) Unless we have acted in bad faith, in breach of contract or negligently, the Rules exclude our liability for any loss or damage you suffer as a result of our:
 - (1) total or partial failure to supply energy to your premises; or
 - (2) total or partial failure to take supply of electricity from your premises
- (f) This includes any loss or damage you suffer as a result of the defective supply of energy.

16. Wrongful and illegal use of electricity

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

- (a) illegally use electricity supplied to the Premises;
- (b) interfere or allow interference with any electrical equipment that is at the Premises except as may be permitted by law;
- (c) use the electricity supplied to the Premises or any electrical equipment in a manner that:
 - (1) unreasonably interferes with the connection or supply of electricity to another Customer; or
 - (2) causes damage or interference to any third party;
- (d) allow electricity purchased from us to be used otherwise than in accordance with the Agreement and the Rules; or
- (e) tamper with, or permit tampering with, the System or the Meter or associated equipment.

17. Disconnection and reconnection

17.1 Disconnection

- (a) Subject to us satisfying the requirements in the energy laws, including giving any necessary notices, we may arrange for disconnection of your energy supply in the following circumstances:
 - (1) if you ask us to;
 - (2) if you fail to pay any charges or other amounts on your bill relating to the sale of energy by the due date, or you haven't paid in accordance with an agreed instalment plan or other payment option;
 - (3) if you do not pay your bill by the due date, and:
 - (A) if you're a residential customer whose premises are in Victoria, and you are 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
 - (B) if you're a residential customer whose premises are outside Victoria, and you fail to comply with the terms of an agreed payment plan, or don't agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement; or
 - (4) if your meter has not been able to be read for 3 consecutive meter readings due to a lack of access;
 - (5) if we've asked you to provide a security deposit but you've refused to do so;
 - (6) if anyone has used energy at the premises fraudulently, or used it intentionally contrary to energy laws;
 - (7) if you're a new customer of ours at the premises and you fail to

- provide us with acceptable identification; or
 - (8) if we're otherwise entitled or required to do so under the energy laws or any other law.
- (b) Before disconnecting your premises, we will comply with relevant warning notice requirements and other provisions in the energy laws. There are some circumstances in which we don't have to provide a warning notice prior to disconnection, such as where there has been illegal or fraudulent use of energy at your premises, or where there is an emergency or health and safety issue.
- (c) There are certain times under the energy laws where your premises may not be disconnected.
- (d) Subject to paragraph (e), your premises may not be disconnected during the following times ("the protected period"):
- (1) on a business day before 8.00am or after 3pm, (or 2.00pm if you're a residential customer whose premises are located in Victoria): or
 - (2) on a Friday or the day before a public holiday: or
 - (3) on a weekend or a public holiday: or
 - (4) on the days between 20 December and 31 December (both days inclusive) in any year: or
 - (5) if you are being disconnected during an extreme weather event.
- (e) Your premises may be disconnected within the protected period:
- (1) for reasons of health and safety; or
 - (2) in an emergency; or
 - (3) as directed by a relevant authority; or
 - (4) if you're in breach of the relevant clause of your customer connection contract that deals with interference with energy equipment; or
 - (5) if you ask us to arrange disconnection within the protected period; or

- (6) 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
- (7) where the premises are not occupied.

17.2 Reconnection

- (a) We will arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected:
- (1) you ask us to arrange for reconnection of your premises;
 - (2) you rectify the matter that led to the disconnection; and
 - (3) you pay any reconnection fee (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 will end.

18. Ending this contract

18.1 Your right to end this contract

- (a) In addition to your right to cancel this contract during the cooling-off period, you may end this contract at any time after the end of that period by notifying us that you wish to do so.
- (b) If you want to end this contract because:
- (1) 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);
 - (2) you're moving out of 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 the contract is transferred to your new premises under clause 17.2(b);
 - (3) if you're remaining at your premises but you wish your energy

supply to be disconnected – this contract will end 10 business days after the date of disconnection; or

- (4) you want to enter into a new contract with us – this contract will end when supply under the new contract starts,
- (5) but nothing in this contract requires that you provide more than 20 business days notice of your intention to end this contract.

18.2 Moving out of 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. You may also be required to pay a disconnection fee.
- (b) You may ask us to transfer this contract to your new premises. We will consider any such request, and notify you whether we can do so. Depending on the circumstances, including where you move to, we may require different charges or other conditions to apply under the continued contract at the new premises.

18.3 Other circumstances in which this contract will end

- (a) In addition to the circumstances in clause 17.1, this contract will end:
 - (1) on a date or event specified in your Energy Plan Details;
 - (2) if any of the requirements of clause 4.5 are not met – on a date specified by us in a notice to you, or as otherwise agreed between us;
 - (3) if we disconnect your premises under clause 17.1 and you do not meet the requirements for reconnection under clause 17.2 – at the end of the period of 10 business days from the date of disconnection;
 - (4) where another person starts buying energy at the premises from us or another retailer – on that date;
 - (5) 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;

- (6) if we're no longer entitled to sell energy due to a retailer of last resort event – when you are transferred to another retailer in accordance with the energy laws; or
- (7) if we both agree to a date to end this contract – on the date that is agreed.

18.4 What happens after this contract ends

- (a) If this contract ends and you continue to take supply from us, we will continue to sell you energy on the terms and conditions of our standard retail contract.
- (b) After this contract ends, you still remain liable for charges and other obligations incurred before the contract ended.

19. Variations to this contract

- (a) We may vary this contract from time to time to:
 - (1) reflect any laws, codes, guidelines or instructions from the relevant regulator that are introduced or amended after this contract commences; or
 - (2) make any changes that are reasonably necessary to achieve optimal business efficiency and performance or to protect our legitimate business interests, and are reasonable in the circumstances.
 - (3) We will give you notice of any variation in accordance with any applicable requirements under the energy laws.

20. Transfer of this contract to another retailer

- (a) We may transfer or novate our rights and obligations under this contract to another retailer at any time:
 - (1) by notice to you, if:
 - (A) that retailer is a related body corporate of ours; or
 - (B) that novation or assignment forms part of

the transfer of all or a substantial part of our retail business to that other retailer; or

(C) if you agree to that transfer or novation.

(b) Unless we otherwise agree, you cannot transfer or novate your rights and obligations under this contract to any third party.

21. Customer service and 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 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.

(c) If you're not satisfied with the way your complaint has been resolved, you may be entitled to contact the energy ombudsman in your state or territory.

22. Force Majeure

22.1 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 minimize those effects.

22.2 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.

22.3 Obligation to overcome or minimize effect of force majeure event

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

22.4 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 part

23. Privacy

(a) We collect, use and disclose your personal information in accordance with our privacy policy (including credit reporting policy) which is available on our website or on request.

24. Applicable law and jurisdiction

(a) The laws of the state or territory of your premises apply to this contract.

(b) You agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.

25. Definitions and Interpretation

In this Market Retail Contract:

acceptable Identification includes:

(a) where you are a Small Residential Customer, one or more of the following:

(1) a driver's license, a current passport or other form of photographic identification;

(2) a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government; or

(3) a birth certificate;

(b) where you are a Small Business Customer that is a sole trader or partnership, 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) where you are a body corporate, the body corporate Australian Company Number or Australian Business Number.

applicable law means all relevant legislation, regulations, codes, guidelines, orders in council, licenses, authorisations, proclamations, directions, rules or standards applicable in the state or territory in which the premises is located and which govern the sale of energy or the energy contract between us including;

- (a) guidelines or codes issued by the Essential Services Commission of Victoria including the Energy Retail Code; and
- (b) the National Energy Retail Law, the National Energy Retail Rules, the *Competition and Consumer Act 2010* (Cth) (which includes the Australian Consumer Law), the *Privacy Act 1988* (Cth) and the *Electricity Industry Act 2000* (Victoria).

Billing cycle has the meaning given in clause 8.1(a).

Billing Period means any period for which a bill is or may be issued.

Business Customer means a Small Customer who is not a Residential Customer

Business Day means a day that is not a Saturday, Sunday or public holiday in the capital city of the State or Territory of your Supply Address.

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.

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.

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

Distribution System means a network of pipes or wires, Meters and controls that a Distributor uses to Supply Energy.

Distributor means a person (or company) licensed to supply Energy who owns and operates a Distribution System

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 Grid, including planned or routine maintenance of the Meter (excluding a Retailer Planned Interruption); or
- (c) the installation of a new connection or a connection alteration;

Due Date means the date you must pay your bill by which is set out on the bill or such other date as we agree with you.

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.

Feed-in Tariff means a feed-in tariff or similar payment that may be available as a result of Exported Solar Electricity.

Force majeure event means an event outside the reasonable control of a party.

Grid means the electricity distribution network to which the Premises is connected.

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

Interruption means a temporary unavailability or curtailment of Energy Supply, including one effected remotely, but does not include Disconnection.

Last resort event means an event that triggers the operation of the retailer of last resort scheme approved under the applicable law.

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

Meter means an instrument that measures the quantity of Energy passing through it and includes associated equipment attached to the instrument, including any recording and display equipment and communications interface, to control or regulate the flow of Energy.

MWh stands for megawatt hour

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 electricity principally for personal, household or domestic use at their premises.

Retailer means a person that is authorised to sell electricity 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 affecting the interruption; and
- (c) is not an interruption which has been planned by **your distributor**.

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

Scheduled Meter Reading means where we obtain a Meter Reading at a time that equates to your Usual Billing Cycle.

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 Business Customer means a Small Customer who is not a Small Residential Customer.

Small customer has the meaning given in clause 3.

Small Residential Customer means a Small Customer who acquires Energy principally for

personal, household or domestic use at the Supply Address.

Special Meter Reading means a Meter Reading obtained at a time other than the time of a Scheduled Meter Reading.

Supply means the delivery of Energy by a Distributor via its Distribution System to a supply address, and the provision of any related services.

Supply Address means the address at which you purchase Energy from us under this Market Retail Contract, and where there is more than one Supply point and/or connection point to the Distribution System at that address, each Supply point and/or connection point through which you purchase Energy.

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.