

Victorian Retail Customer Charter



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1. About Simply Energy

Simply Energy (ABN 67 269 241 237) a partnership comprising IPower Pty Limited (ACN 111 267 228) and IPower 2 Pty Ltd (ACN 070 374 293).

Simply Energy is committed to providing you with great prices and the highest quality customer service. If you require assistance, have any questions or would just like to provide us with your feedback, please contact us on 13 88 08.

2. About this Charter

This charter is a summary of your rights and obligations as a Simply Energy customer. It sets out information that will help you understand your contract with us. It is a guide only. This charter applies to you if you are a residential or small business customer who consumes 40MWh or less of electricity per year or 1000 GJ or less of gas per year. Any reference to 'energy' in this charter, is a reference to both electricity and gas, or electricity only, or gas only, depending on which of these you purchase from us.

3. Other Sources of Rights and Obligations

In addition to your contract, your energy supply is regulated by a range of energy laws, codes, our Retail Licences, the *Trade Practices Act 1974 (Cth)* and the *Fair Trading Act 1999 (Vic)*.

In particular, we must comply with the Energy Retail Code, which sets out the minimum standards for energy contracts in Victoria, as well as the Code of Conduct for Marketing Retail Energy, which regulates marketing activities and contact with customers.

We must also comply with a number of energy specific guidelines, including the Electricity and Gas Credit Assessment Guidelines and the Guideline for Greenhouse Gas Disclosure on Electricity Bills.

Copies of the industry codes and guidelines relevant to your energy supply are available from the Essential Services Commission's (ESC) website (www.esc.vic.gov.au) or by contacting us.

4. The Gas and Electricity Industry

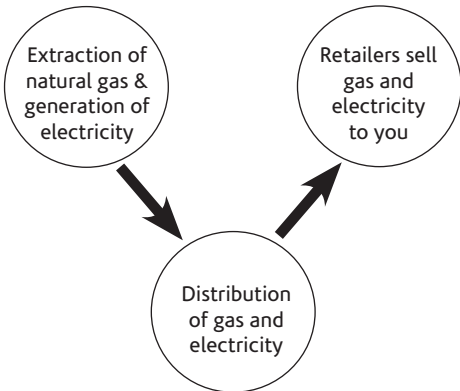
4.1 Choice of retailer

You, along with all other Victorian energy customers, are able to choose which retailer to buy your electricity or gas from. Customers who do not make this choice may be on a deemed contract, at deemed prices, with the existing retailer for their premises. Simply Energy is pleased to be your energy retailer of choice.

4.2 Delivering energy

Retailers, like us, are responsible for selling electricity or gas to you.

Your local energy distributors, whose networks include the electricity poles and wires or the gas pipes connected to your premises, physically deliver electricity and gas to your premises. The diagram below illustrates the delivery process and participants:



Our only role in this process is to request delivery from the distributor, and to pay the distributor, on your behalf. We do not control the delivery of energy to you or the quality or reliability of energy supplied to your premises. This quality and reliability is not affected by your choice of energy retailer.

You should be aware that your energy supply may be subject to fluctuations in quality and may not be continuous.

In certain circumstances (for example an emergency, maintenance, to connect a new customer or reasons of health or safety), we or your distributor are entitled to interrupt your energy supply. Where possible, you will be given advance notice. If you require uninterruptible supply, you should make emergency backup arrangements.

If your supply is disrupted or you are experiencing any type of fault or failure, you should contact your distributor to have the problem rectified. The contact numbers for distributors are at the back of this charter. Otherwise, call us and we can advise you of the contact number.

5. Your Energy Contract

5.1 Type

Depending on your circumstances, you will have one of the following types of energy contract with us for the supply of your energy:

- a deemed contract where you consume energy at a premises for which we are responsible, without entering into another type of energy supply contract with us; or
- a market contract where you sign (or otherwise accept) our offer to sell you energy,

(both referred to generally as the “energy contract” in this charter).

The “deemed contract” referred to in this charter is a contract between us and you on the terms and conditions that are deemed to apply by the energy laws.

The “market contract” referred to in this charter is the contract arising when you sign (or otherwise accept) our offer to sell you energy. The contract consists of our market contract terms and conditions (contract conditions), your voice recorded consent (if you have

entered the contract over the telephone), the energy offer or verbal contract confirmation (both referred to simply as the schedule in this charter) and the privacy statement.

Before becoming one of our customers, you should check whether you have any obligations under a contract to another retailer.

Separate energy contracts are created for electricity and gas sold by us to you.

Additional terms and conditions apply to some payment options (eg, automatic payment from your bank account or credit card). These terms and conditions will only apply if you agree to pay us by that method.

5.2 Cooling off period

You have the option to cancel your market contract without penalty within the cooling off period specified in your market contract. You may use the cancellation notice provided with your market contract to do so. The cooling off period will end no earlier than 10 business days after you entered into the market contract.

A cooling off period does not apply to deemed contracts with us.

5.3 Premises and portability

Your market contract applies to the premises specified in the schedule. You may request us to add additional premises to the market contract or, if you are moving, transfer the market contract to your new premises. This is only available if the additional or new premises is in Victoria. Other conditions may also apply.

5.4 Term market contract

Market Contract

Your schedule will specify the term of the contract, which starts when we supply energy to you (see 6.3). If the market contract is terminated early you may have to pay us an early termination fee (see 9.4 below). The Energy Retail Code limits the amount we can charge for early termination.

Deemed Contract

Your deemed contract starts when you consume energy at a premises for which we are responsible. Your deemed contract will end after 120 days (for gas) or 180 days (for electricity), unless before these dates, one of a number of events occurs (such as you terminate it).

6. Connection and Supply*

*This section will not apply to Deemed Contracts that arise at a premises for which we are already responsible.

6.1 Connection

We will arrange for connection of energy supply to your premises as soon as possible. We will contact your distributor no later than the next business day after you make an application to us for connection.

6.2 Transfer

If another retailer currently arranges energy supply to your premises, you give us consent to transfer your energy supply arrangements to us. You will continue to be supplied by that retailer until the transfer to us is complete. This process does not involve disconnecting or otherwise interrupting your energy supply.

6.3 When supply starts

The supply of energy by us to you will not start until:

- all transfer requirements (if any) have been met;
- connection and metering services have been arranged for the premises;
- you have provided us with a security deposit if we have requested it (see clause 12.1 or 12.2); and
- you have provided us with the information that we require and we are satisfied that you have met our preconditions (if any).

7. Your Obligations*

*If you are a tenant, you should check your lease as some obligations imposed on customers in respect of energy supply may be the responsibility of your landlord.

7.1 Comply with codes

In addition to the terms of your energy contract, you are required to comply with the Energy Retail Code and Distribution Codes in relation to your energy supply.

7.2 Your obligations

Among other obligations under your energy contract and the codes, you must:

- notify us as soon as possible should any of the information or circumstances relating to the energy supply under your energy contract change;

- notify us if there is a life support machine (for example, a kidney dialysis machine) in use at your premises;
- pay us by the pay-by date on your bill or under an instalment plan;
- if you have agreed to pay by automatic payment from your bank account or credit card, notify us of any cancellation of that arrangement with your financial institution;
- if you will be unable to pay us by the pay-by date, contact us before this date;
- if required, pay us a security deposit; and
- if you are a residential customer, not use gas for non-domestic purposes other than for home office purposes.

7.3 Safety obligations

The provision of energy to your premises raises important safety issues. You are required to take precautions in relation to your own safety and the security of the distribution network. For this reason, at all times you must:

- maintain all wiring, pipes and appliances in your premises in a safe condition;
- take all reasonable steps to protect the meter, supply point and other equipment relating to energy supply at your premises from damage or unauthorised interference and notify us or your distributor of problems with them;
- not use energy in a manner which interferes with the distribution network or supply from that network;
- give access to the meter, supply point and other equipment relating to energy supply to your distributor for safety purposes (e.g. testing);
- not interfere with the meter or the distribution network and advise of changes affecting access to the meter;
- allow only accredited electricians and registered plumbers or gas fitters to perform any maintenance on your energy appliances and/or connections; and
- advise us or your distributor of any matter (including changes to your energy equipment) that may threaten the health or safety of any person, damage property or threaten the integrity or safety of the distribution network or supply of energy to any person.

Electricity specific safety issues

If you experience any problems in relation to your electricity such as a shock, a fuse blowing repeatedly, sparking or overheating of appliances or a circuit breaker operating repeatedly, you should have these checked by a qualified electrician.

You must at all times keep power lines clear of any objects that may cause a safety hazard or interfere with the power supply, and consequently:

- keep all vegetation, structures and vehicles at your premises clear of all electricity lines, metering installations and related equipment; and
- make sure the trees on your premises do not interfere with any electrical lines that supply your property.

Your electricity distributor may issue you with a notice requiring you to remove any vegetation that may pose a risk to powerlines. You must comply with that notice, or your distributor may perform the work and recover the costs from you.

Gas specific safety issues

If you are aware of a gas smell, suspect a gas leak or an appliance pilot light repeatedly goes out (all signs that there may be a faulty gas connection), you must have these checked by a licensed plumber or gas fitter. You must promptly notify your gas distributor about any gas leak or other problem with the distribution system.

No indemnities

Under the Energy Retail Code, we must not rely on any indemnity in the contract conditions against you in relation to your breach of the energy contract or your negligence to the extent it would entitle us to any greater amount than we could recover at law. This does not affect any other rights we may have.

7.4 Other important obligations on you

You must only use the energy supplied to you under an energy contract as permitted by the law. Accordingly, you must not:

- allow energy purchased from us for use at your premises under an Energy Contract to be used at another premises;
- use at your premises energy purchased for use at another premises;
- bypass the meter or allow energy to bypass the meter;

- supply energy to another person unless you are licensed to do so;
- give us false information about which tariffs and charges should apply to you; and
- allow energy supplied to you under a tariff for one purpose to be used for a different purpose.

8. Charges and Payment

8.1 Charges

The rates you must pay us for your energy consumption and other related charges are set out in your energy contract.

We may vary the rates or amount of these charges, or impose further charges, in the manner set out in your energy contract. We will notify you if this occurs.

If your energy contract indicates that certain charges (or components of a charge) cannot be varied, we will not vary them during the term of your energy contract.

8.2 Billing

When and how

We will send you a bill at least once every three months (for electricity) and two months (for gas), unless you give explicit informed consent to a longer billing period and pay any additional costs we incur in doing so. Your bill will usually be based on a meter reading. However, we may base your bill on an estimate if, for example, your meter cannot be accessed. Your bill will indicate the basis of the calculation.

You must pay your bill by the specified pay-by date. This will be at least 12 business days after the bill has been issued.

Unless you have arranged automatic payment from your bank account or credit card, your bill is not paid until we actually receive the funds.

If we are permitted to do so under your energy contract, we may charge you interest or a late payment fee.

Content

Your bill will include:

- the amount you must pay for energy consumed and services provided;
- a graph to help you understand your energy usage;
- the pay-by date;

- payment options;
- payment concessions;
- contact numbers for enquiries and reporting faults and emergencies;
- information about greenhouse gas emissions connected with the generation of electricity, in accordance with ESC guidelines; and
- other information required by the Energy Retail Code.

If you need any help in understanding your bill or require further information about our charges, please contact us.

Shortened collection cycle

If you are consistently late in paying your bills and we have given you prior warning, we may place you on a shortened collection cycle. You will be given prior warning and be notified if this does occur.

If you are on a shortened collection cycle and you do not pay a bill by the pay-by date, we can give you a disconnection notice without first giving you a reminder notice. You will be taken off a shortened collection cycle when you pay three consecutive bills by their pay-by date.

Review

You may request a review of your bill. In the meantime, you must pay the undisputed portion of the bill or the average amount of your bills over the last 12 months, whichever is lower. If the bill under review is correct and is not the subject of investigation by the Energy and Water Ombudsman Victoria ("Ombudsman"), you must pay for the cost of any meter tests and pay any amounts outstanding. Should the review disclose an error, we will adjust the bill.

Undercharging and overcharging

If we have undercharged you or not charged you at all, we may recover this amount from you. We will limit the amount we recover to no more than the amount undercharged in the last:

- 9 months, if the undercharging resulted from a failure of our billing system; or
- otherwise, 12 months,

from the date we notify you that you have been undercharged.

You may request a payment arrangement to pay the undercharged amount over a period equivalent to that during which the undercharging occurred. If you are accidentally overcharged, we will inform you within 10 business days of the date that we become aware of this overcharge and credit the amount to your next energy bill unless you instruct us otherwise.

8.3 Payment options

We offer many ways for you to pay your bills including direct debit, cheque, credit card, payments at Australia Post, or via other payment options, as explained on your bill. We also offer instalment plans (see 8.6). You can arrange to have bills or instalments paid automatically from your bank account or credit card. If your payment is dishonoured or reversed through your fault, you must reimburse us our reasonable costs and any fees we incur in addition to the original charge.

8.4 Payment concessions

If you hold a Health Care Card, Pensioner Concession Card or Veterans' Affairs Gold Card, you may be eligible for a concession. There are other types of concessions available such as the Winter Energy Concession, Utility Grant Relief Scheme or Service to Property Concession that may be granted to you if you are eligible. For more information on such concessions please contact us, or The State Concessions Unit within the Department of Human Services (see 16.1).

8.5 Payment difficulties and assistance

Please contact us as soon as possible if you are experiencing difficulties paying your bills. We offer various payment assistance, including:

- advice about independent financial counselling;
- telephone information about energy efficiency;
- information about various concessions schemes (see 8.4); and
- instalment plans (see 8.6).

8.6 Instalment plans

If you are a residential customer, we can provide you with an instalment plan at no extra cost, including:

- a "smooth payment plan" arrangement where you can pay for your annual energy usage by equal fortnightly or monthly instalments; or

- where you are having payment difficulties, an agreed arrangement where you may pay any overdue amounts and future bills by regular instalments.

We do not have to offer you an instalment plan if you have failed to comply with two instalment plans and you do not provide us with reasonable assurance that you will comply with a further instalment plan.

We are not obliged to provide business customers with an instalment plan, but you may request us to consider this option should you be experiencing financial difficulties, and we may impose an additional charge if we accept your request.

9. Terminating your Contract

9.1 If you vacate your premises

You must give us at least 3 business days notice of the date on which you intend to leave your premises, and a forwarding address to which the final energy bill may be sent. If you do not give us the required notice, you may be liable for energy charges at that premises until 3 business days after you do give us notice. Unless we agree to add your new premises to the market contract or transfer your market contract to your new premises (see 5.3), you terminate your market contract by vacating the premises and you may have to pay an early termination fee (see 9.4).

9.2 Market contracts

You may terminate your market contract at any time by giving us at least 28 days notice. We may terminate your market contract if you:

- do not comply with your obligations and we disconnect your premises (and you are not entitled to be reconnected); or
- enter into a new contract with us or another retailer; or
- are not a residential or small business customer (see 2).

If you or we terminate your market contract before the end of its term, you may have to pay an early termination fee (see 9.4).

9.3 Deemed contracts

Deemed contract customers may terminate their arrangement with us at any time. Termination will not actually take effect until you enter into a new market contract with us, transfer to another retailer or the premises are disconnected.

9.4 Early termination fees

If you terminate your market contract before the end of its term, or if we terminate the market contract as a result of your default, you may have to pay us an early termination fee. The amount of this fee will depend on when you terminate and is set out in your schedule.

10. Disconnection

10.1 When disconnection may occur

The Energy Retail Code sets out when we may arrange disconnection and the procedures we must follow. Circumstances where your supply may be disconnected include:

- non-payment of bills (after offering you an instalment plan or payment arrangement if you are a residential customer);
- in the case of an emergency;
- for health and safety reasons;
- where maintenance is required;
- if access to the meter is denied for three billing period cycles in a row;
- if you are using energy illegally;
- if you are required and fail to provide acceptable identification or a security deposit.

We must give you written notice of our intention to disconnect your supply (unless disconnection is because of an emergency, health and safety reasons or illegal usage).

10.2 Limitation on disconnection for non-payment

We will not disconnect your supply for the non-payment of any amount, if:

- you have made a formal complaint to the Ombudsman or another external dispute resolution body directly related to the non-payment and the complaint is unresolved;
- you have made a Utility Relief Grant Scheme application that is undecided; or
- the money owing does not relate to supply of the type of energy to be disconnected or is below an amount specified by the ESC.

10.3 When we won't disconnect you

We will not disconnect your supply if your premises is registered as having someone living there who depends on a life support machine or has a medical condition that requires continued supply. We will not disconnect your supply after 2pm (3pm for business customers) Monday to Thursday or on a Friday, weekend, public holiday or the day before a public holiday, except where required by your distributor, for a planned interruption or in the case of an emergency.

11. Reconnection

If your energy supply has been disconnected as a result of any act or failure on your part, and you rectify (or agree to arrangements with us to rectify) that default within 10 business days of disconnection, we will reconnect your supply on request subject to you complying with all energy laws and paying any reconnection charges. We will arrange reconnection on the same day if you call us before 3pm on a business day. Otherwise, you will be reconnected on the next business day. If you call us between 3pm and 9pm on a business day and agree to pay an additional charge, we will arrange for you to be reconnected on that day.

12. Security Deposit

12.1 Residential customers

We may require you to provide us with a security deposit if you:

- owe money to other retailers;
- have illegally used energy in the past 2 years (see 7.4);
- refused to provide acceptable identification to us; or
- have an unsatisfactory credit rating and you do not accept our offer of an instalment plan.

12.2 Business customers

We may require you to pay us a security deposit if you have an unsatisfactory:

- account payment record; or
- credit rating.

12.3 Return of security deposit

If you are a residential customer and you pay one year's bills by their pay-by date, or if you are a small business customer and you pay two year's bills by their pay-by date, we will refund your security deposit according to your reasonable instructions, together with accrued interest. If we do not receive instructions we will credit the amount to your next bill. If your energy supply with us ends, we may use your security deposit to pay any outstanding amounts. Any remaining balance will be repaid to you.

13. Information

13.1 Privacy

We will not collect, use or disclose your personal information to any third party, except in accordance with industry guidelines and other laws. Details about our commitment to privacy are set out in our privacy statement.

13.2 Credit checks

We may carry out credit checks on you. In undertaking a credit check, we will comply with any relevant Credit Assessment Guidelines issued by, and available from, the ESC.

13.3 More information

Upon request by you, we will provide you with the following:

- advice on available tariffs, the availability of financial counselling and energy efficiency;
- information on available concessions;
- copies of the Energy Retail Code and this Charter (in ordinary or LARGE PRINT); and
- your historical billing information for the previous 2 years (where available).

Charges may apply in some circumstances. Please call us to discuss any of the above matters.

14. Amendments to your Energy Contract

We may amend your energy contract if changes to electricity or gas laws require it or permit us to do so or as set out in the energy contract. We will notify you of any such changes. We may amend a market contract with your written consent.

15. Complaints & Dispute Resolution

You should contact us first if you have a complaint or enquiry relating to our services. We will respond quickly and work to satisfy your concerns. If we are unable to resolve your concerns at initial contact, we will notify you and advise you when the matter is resolved. If you feel that the matter has not been resolved, you can ask for the matter to be raised at a higher level within our organisation, or referred to the Ombudsman.

16. Contact Details

16.1 Who to contact if you have any questions

The contact details for us and Victorian distributors that can assist you with enquiries regarding distribution related issues are:

Simply Energy

Mail: PO Box 210, Balwyn, Vic 3103

Phone: 13 88 08

Gas leaks and other emergencies

Envestra 1800 676 300

Multinet Gas 13 26 91

SP Ausnet Networks 13 67 07

Electricity emergencies

SP Ausnet 13 17 99

CitiPower 13 12 80

AGL 13 16 26

Powercor 13 24 12

United Energy 13 20 99

16.2 Other important contact details

The Department of Human Services – Concessions Unit

Website: www.dhs.gov.au

Mail: 555 Collins Street, Melbourne, Vic 3000

Concession Line: 1800 658 521

Energy Safe Victoria

Website: www.esv.vic.gov.au

Level 3, 4 Riverside Quay, Southbank

Mail: PO Box 262, Collins Street West, Vic 8007

Phone: (03) 9203 9700

Facsimile: (03) 9686 2197

The Essential Services Commission

Website: www.esc.vic.gov.au

Mail: 2nd Floor, 35 Spring Street, Melbourne, Vic 3000

Telephone: (03) 9651 0222

Facsimile: (03) 9651 3688

Email: General Information: reception@esc.vic.gov.au

Publications Officer: publications@esc.vic.gov.au

Energy and Water Ombudsman, Victoria

Website: www.ewov.com.au

Mail: GPO Box 469D, Melbourne, Vic 3001

Phone: 1800 500 509 or 1800 500 529 for hearing impaired customers

Facsimile: 1800 500 549

Telephone Interpreter Services: 13 14 50

National Relay Service: 13 36 77

