



Negotiated Supply Contract Terms New South Wales



simply energy®

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1. OUR CONTRACT

1.1 The scope of our *contract*

These contract terms form part of a contract you have entered into with us for the sale of *energy* to your *premises*. The other part of the *contract* is the *contract sheet*.

This *contract* is a negotiated supply contract and complies with the applicable provisions of the *law*.

1.2 Important obligations on us under the *contract*

As a retailer selling *energy* under our retail licences:

- a. we agree to arrange for your distributor to connect your *premises* to its network, if you ask us. We will arrange the connection as soon as practicable and will contact your distributor no later than the next *business day* after your request;
- b. we agree to arrange for your distributor to supply *energy* to your *premises*; and
- c. we agree to sell to you the *energy* supplied to your *premises*.

1.3 Application of these contract terms to electricity and gas

If you have agreed to purchase both electricity and gas from us, then we actually have two separate *contracts*, one for electricity and the other for gas. Any paragraph of these contract terms relating just to electricity or just to gas does not apply as a term of the *contract* for the other form of *energy*.

1.4 Understanding these contract terms

Words appearing in these contract terms *like this* have a special meaning and are defined in paragraph 14.6. Paragraph 14.7 includes some further rules for interpreting these contract terms.

1.5 Interpreter services

If you require an interpreter please call 13 14 50.

للحصول على خدمات الترجمة إتصل بالرقم المدرج أعلاه.
如需传译员服务，请拨以上电话。
如需傳譯員服務，請撥以上電話。

Muốn liên lạc với sở thông dịch, xin vui lòng gọi số
điện thoại trên đây.

Per il servizio interpreti chiamare il numero indicato sopra.

Para comunicarse con el servicio de interpretación llame al número
indicado arriba.

Για υπηρεσία διερμηνέων, τηλεφωνήστε στον παραπάνω αριθμό

2. HOW AND WHEN THE *CONTRACT* STARTS AND WHEN IT EXPIRES

2.1 When the *contract* starts

The *contract* starts when you accept our offer to sell *energy* to you, whether you do this by signing and returning the *contract sheet* to us before the offer expiry date or by verbally accepting our offer or accepting online.

2.2 Cooling-off

You can cancel the *contract* without penalty for the first 10 *business days* after you accept our offer or the date you receive a copy of the *contract*, whichever is the later. You would have to clearly indicate an intention to cancel within that cooling-off period, either orally or in writing. Both of us then would have to comply with the *law* in respect of that cancellation. We would provide you with a record of the cancellation. We would not be entitled to the payment of costs, compensation or any other amount, other than *charges* payable in respect of any *energy* supplied, or any other services provided, prior to cancellation.

2.3 When we start selling you *energy*

Although the *contract* may have started, we do not start selling you *energy*, and you have

no obligation to pay us for *energy*, unless and until:

- a. your cooling-off period has expired;
- b. your *premises* are connected to the network; and
- c. if you are transferring to us from another retailer, the meter registered for your *premises* is effectively allocated by the *market and system operator* to us.

2.4 **Final decisions we may make before we start selling you energy**

If at any time before we start selling you *energy* we decide we are not satisfied with information you have provided to us about your eligibility for our offer or about your creditworthiness, then we may immediately terminate the *contract* by giving notice to you. We will not have to provide any compensation to you nor will you to us.

2.5 **When the *contract* expires**

- a. Unless it is terminated earlier under paragraph 9 or 15.2, the *contract* will continue from when we start selling you *energy* for the term stated in the *contract sheet* (or, if no term is stated, indefinitely).
- b. In accordance with the *law*, we will send you a notice before the term expires advising you of your options. In that notice we may offer to extend the term of the *contract* together with *contract* variations (including new *charges*). If you do not enter into another energy contract for the *premises* before the term of the *contract* expires, you will be taken to have accepted the offer and the *contract* will be varied accordingly.
- c. If the term of the *contract* expires without any such extension, then the *contract* is instead to continue indefinitely on the same terms, *rates*

and *charges* until the *contract* is varied or is terminated. Either you or we could terminate the *contract* by giving at least 20 *business days* notice.

2.6 Sale of *energy* in earlier period

- a. If you have been sold *energy* by another retailer immediately before we start selling you *energy* under this *contract* and that sale was for 14 days or less under a new occupant supply arrangement or for 1 month or less under an exempt last resort arrangement, or if we supplied gas to your *premises* immediately before the sale of gas under this *contract* commenced, you may be liable to us under this *contract* for payment for that earlier period.
- b. You do not have to pay us for this *energy* if you have already paid another retailer for that *energy* or you terminate this *contract* during the cooling-off period.

3. *CHARGES*

3.1 *Energy charges*

You must pay us our *energy charges*.

3.2 *Rates*

The *contract sheet* states the initial *rates* we use to determine our *energy charges*. Your first bill will also state the *rates* that apply.

3.3 *Rate variations*

- a. If the *rates* stated in the *contract sheet* are not the rates we generally apply to *customers* of your type, in your distribution area, with your meter type and any other characteristic referred to in the *contract sheet*, then we may vary your *rates* to those we generally apply.
- b. We will give you notice of any *rate* variation under paragraph 3.3(a). If any *rate* is to increase, we will notify you a

reasonable period before the date from when the *rate* variation takes effect. In the intervening period you may terminate the *contract* immediately by giving us notice, with no liability to pay any early termination fee if you transfer to another retailer as soon as possible after the date you terminate. However, if for any reason we continue to sell you *energy* after the effective date, then from that date you will be liable to pay the varied *rates*.

- c. If after the *contract* starts a new type of meter is installed at your *premises* or the network tariff or the structure of the network tariff attributable to your meter is changed, then, with effect from the installation date or the date of the change, as the case may be, we may vary your *rates* to those generally applicable to that type of meter or to reflect the change in network tariff or in the structure of the network tariff.
- d. If there is, or we fairly and reasonably expect there will be, an increase in our costs relative to our costs as at the date we initially set the *rates* applicable to you or on which we last varied your *rates* or imposed an *additional charge* under this paragraph 3.3(d), and that costs increase is specifically or otherwise attributable to you or to the *energy* we sell you, then we may either vary your *rates* or impose an *additional charge* to recover those increased costs.
- e. The amount of any *rate* variation or *additional charge* under paragraph 3.3(d) in respect of:
 - 1. any costs increase which is specifically attributable to you or to the *energy* we sell you will fairly and reasonably reflect that

- increase; and
2. any other costs increase will fairly and reasonably reflect that increase by way of allocating to you a share of that increase corresponding to your share of the *energy* we purchase for you and other *customers* to whom the *costs* increase is also attributable.
- f. If in the year preceding an *annual review date* we have not varied your *rates* or imposed an *additional charge* under paragraph 3.3(d) to reflect an increase in any one of the *cost* categories which exceeds the *percentage increase in the CPI*, then on or after the *annual review date* we may vary your *rates* under paragraph 3.3(d) as if that *cost* had increased on the last day of that year such that, over that year, that *cost* increased by the *percentage increase in CPI*.
 - g. We will give you notice of any *rate* variations or any *additional charges* under paragraph 3.3(c), 3.3(d) or 3.3(f), which may be in a message on your bill. If the *rates* vary during a billing period, we will calculate your bill on a proportionate basis using the old *rates* before the variation and the new *rates* afterwards.
 - h. This paragraph 3.3(h) applies in respect of any *rate* variation or *additional charge* under paragraph 3.3(d) which reflects a *wholesale costs* or *other costs* increase exceeding the *percentage increase in the CPI* for the preceding year. In any such case we will give you the notice under paragraph 3.3(g) at least 3 months before the date from when the new *rates* or *additional charge* is effective. In the intervening

period you may terminate the *contract* immediately by giving us notice, with no liability to pay any early termination fee if you transfer to another retailer as soon as possible after the date you terminate. However, if for any reason we continue to sell you *energy* after the effective date, then from that date you will be liable to pay the new *rates* or the *additional charge*.

i. In this paragraph 3.3:

annual review date means 1 July;

carbon scheme means any Commonwealth or State emissions trading or other scheme for the reduction of greenhouse gas emissions including, without limitation, the mechanism established by the *Clean Energy Act 2011* (Cth).

costs means our:

1. *environmental costs*;
2. *market costs*;
3. *metering costs*;
4. *network costs*;
5. *pass-through costs*;
6. *regulatory costs*;
7. *wholesale costs*; and
8. *other costs*;

CPI means the Consumer Price Index (All Groups) for the capital city in the State in which your *premises* is located, as published from time to time by the Australian Bureau of Statistics or, if that index is not available, another similar index determined by us;

environmental costs means:

- (1) any costs we incur in meeting our *environmental obligations* in connection with *energy* consumed by you and other *customers* up to the amount of any charge that would be

- imposed on us if we did not meet those *environmental obligations*;
or
- (2) any charge imposed on us if we do not, or are not able to, meet those *environmental obligations*;

environmental obligations means obligations imposed on us under any *law*, or which we embrace voluntarily, for the direct or indirect purpose of reducing greenhouse gas emissions, increasing the generation of electricity from renewable sources or encouraging the efficient use of *energy* including any carbon tax and any *carbon scheme*;

market costs means all participant charges, ancillary service charges, system security charges and other charges payable by us in connection with *energy* consumed at your *premises* and by our other *customers* as determined by *AEMO*;

metering costs means costs we incur in connection with metering the consumption of *energy* at your *premises* including the provision, installation and maintenance of metering equipment and the collection and processing of metering data in accordance with the *law* and our own requirements;

network costs means charges charged by *network service providers* in connection with the supply of *energy*;

network service provider means a distributor or *energy* transmission business;

other costs means other costs we incur in connection with selling *energy* to you and other *customers* like you;

pass-through costs means:

- (1) amounts we pay under *wholesale contracts* in respect of costs our

- suppliers* incur or amounts our suppliers otherwise pass-through to us resulting from a change in *law* including any carbon tax and any *carbon scheme*; and
- (2) incremental amounts we pay for *energy* resulting from force majeure affecting any of our *suppliers*;

percentage increase in CPI in respect of a year preceding an *annual review date* or any other date means the percentage increase in the *CPI* over the most recent 12 months period in respect of which, on the *annual review date* or other date, *CPI* data has been published;

regulatory costs means costs we incur in connection with selling *energy* to you resulting from a change in *law* including a change in the loss factors applicable to electricity we sell you and a change in the amount of unaccounted for gas allocated to us but excluding any carbon tax or *carbon scheme*;

supplier means the other party to a *wholesale contract*.

wholesale contract means a contract to manage fluctuations in the wholesale price of *energy* or for the purchase, transportation or storage of *energy*;

wholesale costs means amounts we expect to pay for *energy* we sell you and other *customers* like you, having regard to:

- (1) our forecast of the wholesale price of that *energy*;
- (2) our forecast of the price we will be required to pay under *wholesale contracts* we will enter covering that *energy*; and
- (3) the price payable by us under *wholesale contracts* we have

- already entered into covering that *energy*; and
- (4) any other matter we fairly and reasonably consider is relevant.

3.4 ***Additional charges***

- a. You must also pay us:
 1. any *other distributor charges* we pay concerning the *energy* we sell you and related costs we incur;
 2. reasonable costs we incur if you do not give access to the *meter readers* or you request an unscheduled meter reading;
 3. any administration fee set out in the *contract sheet*;
 4. for any additional services you request from us (including meter testing) unless the *law* requires us to provide that service free of charge;
 5. any merchant service fees we incur because of the payment method you use in paying your bill;
 6. to the extent the *law* allows, any late payment fee set out in the *contract sheet* and, if we decide to impose it, interest on any late payment at the rate prescribed under section 101 of the *Civil Procedure Act 2005 (NSW)* for payment of interest on a judgment debt;
 7. costs imposed on us if, due to fault on your part, payments you make to us are dishonoured or reversed;
 8. any other *additional charges* set out in these contract terms or in the *contract sheet*; and
 9. *GST* at the prevailing *GST* rate on any taxable supplies made by us.

- b. Any *additional charge* will be fair and reasonable having regard to related costs we incur.

3.5 **Liability for *charges***

You are not liable to pay any *charge* unless the amount of the charge or the basis for its calculation is set out in this *contract*.

4. **BILLS**

4.1 **When bills are sent**

We will send you a bill as often as stated in the *contract sheet*.

4.2 **Contents of a bill**

The bill will comply with the *law*. It will include:

- a. the amount you must pay for the *energy* consumed at your *premises*;
- b. a graph to help you understand your *energy* consumption;
- c. the pay-by date; and
- d. payment methods.

4.3 **Bills based on meter readings**

- a. As a general rule we will base your bills on readings of your meters.
- b. However in some cases the *law* may allow us to provide you with a bill based on an estimate of the *energy* consumed at your *premises*. If we do this and we subsequently obtain a meter reading or more reliable data, we will adjust your next bill as appropriate.
- c. In any event your meter will be read at least once in any 6 month period.
- d. If you ask us to replace an estimated bill with one based on a meter reading, we will do so and may impose an *additional charge* on you accordingly.

4.4 **You can ask us to review bills**

If you ask us to review a bill we will undertake the review in accordance with the *law*. We may require you to pay a proportion of the bill up to the amount the *law* allows. If the review

shows the bill is correct, you must pay the unpaid amount or request a meter test which you must pay for if the test shows the meter is compliant. Should the review uncover an error, we will adjust the bill.

4.5 **Adjusting your bill**

- a. If we have undercharged you (or not charged you at all), we may recover from you what has been undercharged up to the amount allowed by the *law*. If we are required to do so by *law*, we will offer you the opportunity to pay us over a period equivalent to the period over which the recoverable undercharging occurred.
- b. If we have overcharged you we will inform you within 10 *business days* of when we become aware of the overcharging and repay the overcharged amount according to your reasonable instructions (or otherwise as required by the *law*).

5. **PAYING YOUR BILL**

5.1 **When you have to pay**

You must pay us by the pay-by date stated on your bill. This will not be less than 12 *business days* from the date the bill is issued. Unless you use an automatic payment method, your bill is not paid until we actually receive the funds. Payments due on a non-*business day* may be paid on the next *business day*.

5.2 **Payment methods**

You may pay your bills by any of the payment methods stated on your bill.

5.3 **Redirecting your bills**

If you are unable to arrange payment due to illness or long absence, we will on request redirect your bills.

5.4 **Applying your payments**

- a. If we sell you electricity and gas we will apply payments as you direct or, if you

do not give us a direction, in proportion to the respective amounts billed for electricity and gas.

- b. If we include a charge in our bill for any other good or service we have sold to you then, unless you direct us otherwise, we will apply your payments first to the *energy*.

5.5 Late payments

If we do not receive your payment by the pay-by date, we may take legal proceedings or other steps against you to recover the overdue amount and our recovery costs. However, before taking any steps we will comply with all requirements under the *law* in relation to payment difficulties you may be having.

5.6 Payment difficulties

- a. You must contact us if you anticipate it may not be possible for you to pay a bill by the pay-by date.
- b. If you are experiencing difficulties paying your bills, we can offer you assistance: information about your right to have your bills redirected to someone else, advice about independent financial counselling, information about *energy* efficiency and about various government assistance and concessions schemes and, in some cases, the option of an instalment plan.
- c. We may choose not to offer you this assistance if you have been convicted of an offence involving fraud or theft of *energy*.
- d. If you are a residential customer eligible under the *law* for an instalment plan, we will offer a plan conforming with the requirements of the *law* under which you will have the ability to either pay your bills by regular instalments in advance or to pay any overdue amounts and future bills by regular instalments.

In either case you will be obliged to pay each instalment amount by the agreed pay-by date. We are not obliged to provide small business customers with an instalment plan. However, we will consider doing this if you ask. We may impose an *additional charge* if we accept your request.

- e. If you are consistently late paying your bills and we have complied with the requirements of the *law*, we may place you on a shortened collection cycle and will give you notice we have done so in accordance with the *law*.

5.7 **Advance payments**

You may pay us in advance. However, we do not pay interest on advance payments and will not refund them before the *contract* terminates.

5.8 **Security deposits**

We may require you to provide us with a *security deposit* if the *law* allows us to. This may be the case, for example, if you have an unsatisfactory credit rating and do not accept an instalment plan we offer you. We would determine the amount of the *security deposit* in accordance with the *law* and you would have to provide it within 10 *business days* after our request. We would pay you interest on the *security deposit* at a 90 day bank bill rate (or otherwise as required by the *law*). We could apply the *security deposit* and accrued interest against, or draw on it for, *charges* related to the sale of *energy* or connection services arranged by us, but cannot use the *security deposit* to recover any other *charges*. We would provide you with an account of how we used it. If having provided us with a *security deposit* you then paid all your bills by their pay-by date for the period required under the *law*, or you stopped taking a supply of *energy* at your *premises*, we would return

the *security deposit*, together with accrued interest, in accordance with your reasonable instructions (or otherwise as required by the *law*).

6. OTHER OBLIGATIONS ON YOU

6.1 How you use *energy*

In using *energy* at your *premises*, you must comply with the *law*. You must:

- a. not use *energy* in a way which interferes with the distribution network or supply from that network;
- b. not allow *energy* supplied to you to be used other than at your *premises* nor use *energy* at your *premises* supplied from another address;
- c. not use *energy* supplied to you for a purpose inconsistent with any category of supply stated in the *contract sheet*;
- d. if we sell gas to you and you are a residential customer, not use gas for non domestic purposes other than as a home office;
- e. if you are a business customer, give us, within a reasonable time after we ask, an annual forecast of your *energy* demand and, if you anticipate a material change in your *energy* demand, give us at least 20 *business days* advance notice; and
- f. if you are a business customer, take reasonable steps to prevent loss on your side of the *supply point* which may be caused by difficulties with the quality or reliability of *energy* supply.

6.2 Meters and *supply points*

To facilitate the supply of *energy* to your *premises*, you must:

- a. make available sufficient land at the *premises* for the meter, the *supply point* and associated equipment;
- b. protect and not disconnect, by-pass,

- interfere with or damage the meter or *supply point* and promptly notify us of any problems with them;
- c. give the *meter readers*, our personnel and your distributor, any of whom will be carrying official identification and will show it to you if you ask, safe, convenient and unhindered access at all reasonable times to the meter, the *supply point* and associated equipment for any reasonable purpose required;
- d. comply with directions from us or your distributor about the meter or the *supply point*;
- e. pay for additional or replacement meters if your needs change.

6.3 Safety and emergencies

You must at all times:

- a. maintain *energy* installations and appliances at your *premises* in a safe condition;
- b. allow only accredited electricians and registered plumbers or gas fitters to perform any work on the *energy* installations and appliances;
- c. keep all vegetation, structures and vehicles at your *premises* clear of the *energy* installations;
- d. advise us or your distributor of any matter that may threaten any person's health or safety or the integrity of the network; and
- e. comply with directions from us or your distributor in an emergency in accordance with the *law*.

7. SUPPLY INTERRUPTIONS

7.1 Supply interruptions may occur

You agree that the supply of *energy* to your *premises* may be interrupted in certain circumstances and that, in those circumstances, you will immediately cease or

reduce consuming *energy* at your *premises* and will comply with directions from us or your distributor. The relevant circumstances are when a supply interruption:

- a. is allowed or required under the *law*;
- b. occurs for reasons beyond our control;
- c. occurs because of steps taken by your distributor or the *market and system operator*;
- d. occurs because there is insufficient *energy* or system capacity to meet the needs of all consumers;
- e. is required to allow repairs, testing, maintenance or other works; or
- f. is necessary due to an emergency or for reasons of public health or safety or the protection of any person or property.

7.2 Keeping one another informed about supply interruptions

- a. Where reasonably possible and in accordance with the *law*, we or your distributor will give you prior notice of supply interruptions (though not necessarily in writing).
- b. If you inform us that supply to your *premises* has been interrupted and you want us to notify your distributor, we will do so as soon as practicable.

8. DISCONNECTION

8.1 When and how disconnection is arranged

- a. You may request disconnection. You must give us at least 72 hours notice of the date on which you wish to be disconnected. If you do not give us the required notice, you may be liable for *energy* charges at your *premises* until 72 hours after you do give us notice. Once you ask us, we will arrange disconnection of your *premises* through your distributor in accordance with your request.

- b. We may disconnect your *premises* when this *contract* expires or on early termination.
- c. In accordance with the *law*, and only if we comply with all of the requirements under the *law*, we may request your distributor to disconnect your *premises*:
 - 1. if you fail to pay us an amount we have billed by the pay-by date;
 - 2. if you deny an authorised officer access to your meter or your *premises* in accordance with any right to access provided for in the *law*, or you obstruct the authorised officer in carrying out his or her functions;
 - 3. if you refuse to pay a *security deposit*;
 - 4. if you are using *energy* illegally; or
 - 5. on other grounds the *law* allows.
- d. We will not take action to disconnect your *premises* (including requesting disconnection) unless:
 - 1. we have sent you at least 2 written notices of our intention to disconnect your *premises*; and
 - 2. we have made reasonable attempts to deal with you in person or by telephone, whether before or after sending any disconnection notice, to assist you to do whatever is necessary to remove the disconnection grounds.
- e. In those disconnection notices or dealings:
 - 1. we must specify the disconnection grounds;
 - 2. we must indicate the date on or after which your *premises* may be disconnected if those grounds are not removed, being a date

- occurring no earlier than 14 days after the first disconnection notice is sent;
3. we must advise you of your rights under the *law* and in particular of any rights that you may have to refer a complaint to the *Ombudsman*;
 4. if the disconnection grounds include your failure to make due payment for connection services we have arranged for you or *energy* we have sold to you, we must advise you of any relevant Government funded rebate or relief schemes, of any payment plan we operate that is available to you and of the outcome of any timely application for assistance you have made under the payment plan, on or before the date of our second disconnection notice.
- f. If our attempts to deal with you are unsuccessful because we cannot contact you, we will use our best endeavours to make contact with you outside business hours.
 - g. We must document all disconnection action we take under this paragraph 8.
 - h. You must co-operate with and assist your distributor and our personnel in respect of any disconnection.

8.2 **Restrictions on us disconnecting your premises**

We must comply with restrictions under the *law* on disconnecting your *premises*. In particular:

- a. we will not take disconnection action:
 1. until after the date specified in our disconnection notice; or
 2. if before that date you request

- that a complaint be referred to the *Ombudsman*, until 3 business days after the date on which the complaint is referred;
- b. we will not take any disconnection action if the *Ombudsman* directs us not to;
 - c. we will not disconnect your *premises* where you have not paid our bill if you have applied for assistance under a payment plan before the date specified in our disconnection notice, or if you have applied for assistance under any relevant Government funded rebate or relief scheme, and that application is pending;
 - d. we will not take disconnection action if the unpaid amount is not for the supply or sale of *energy*;
 - e. we will observe restrictions as to disconnecting electricity supply to premises registered by a distributor as having a life support machine or disconnecting gas supply to premises registered by us as having a medical exemption; and
 - f. we will observe restrictions as to the times and days on which disconnection may take place. For example, where the *contract* concerns gas, we will not disconnect your *premises* on a Friday, Saturday or Sunday, a public holiday or a day immediately preceding a public holiday or after 3.00 pm on any other day.

8.3 After disconnection

If your *premises* are disconnected, we will give you a notice to that effect specifying:

- a. the disconnection grounds;
- b. a telephone number to contact for the purpose of enabling you to discuss the matter with us;

- c. the arrangements you will need to make for the reconnection of your *premises* including any costs payable by you in relation to reconnection;
- d. the dispute resolution procedures that are available to you.

8.4 Reconnection

If your *premises* has been disconnected for one of the preceding grounds, and you rectify this within a reasonable time and in accordance with the *law*, you comply with all other *laws* and you pay any relevant *charges*, then, on request, we will arrange for your *premises* to be reconnected.

We will use our best endeavours to reconnect gas to your *premises* on the day of your request if your request is made before 3.00 pm on a *business day* or on the next *business day* if your request is made after 3.00 pm on a *business day*. If your request is made after 3.00 pm on a *business day*, we may be able to reconnect you that day if you pay us an after hours connection charge.

8.5 Supply interruptions

Where the *contract* concerns gas, this paragraph 8 does not affect our right to interrupt supply to your *premises* as provided for in paragraph 7 or under the *law*.

9. EARLY TERMINATION OF THE CONTRACT

9.1 By us

We may terminate the *contract* early by giving you notice if:

- a. we exercise our right to arrange disconnection of your *premises* and you are no longer entitled to be reconnected; or
- b. you enter into a new contract with us for your *premises* or transfer to another retailer.

9.2 By you moving out of your *premises*

- a. You must give us notice of the date

- on which you intend to move out, or moved out, of your *premises*, including a forwarding address to which a final bill for your *premises* may be sent.
- b. Your obligation to pay for *energy* supplied to your *premises* continues until three *business days* after when you give us your notice or when you move out, whichever is later, unless you show us you have been evicted in which case your obligation to pay continues only until when you give us your notice.
 - c. In accordance with the *law*, your obligation to pay for *energy* supplied to your *premises* may end earlier if we enter into a new contract with another customer for the *premises*, if another retailer becomes responsible for the *premises* or if the *premises* are disconnected.
 - d. Unless we agree to transfer the *contract* to your new premises, you terminate the *contract* early by moving out of your *premises*.

9.3 By you giving us notice

- a. You may terminate the *contract* early by giving us 20 *business days* notice.
- b. After early termination of the *contract* by you under paragraph 9.3(a) and for so long as we continue to sell you *energy*, our *rates* and *charges* will be the same as they were before termination.

9.4 By virtue of the last resort arrangements

The *contract* will terminate if we are no longer entitled to sell *energy* due to a last resort event affecting us. For this purpose, within 1 *business day* we will provide your personal information (including name, billing address and metering and other information associated with your *premises*) to the entity

appointed as the retailer of last resort. The *contract* will automatically terminate when the transfer to that entity becomes effective. We are not entitled to be paid any compensation or other amount by you in respect of any such transfer, including costs we incur in relation to the transfer.

9.5 **When we stop selling you energy**

Despite anything else in these contract terms, early termination of the *contract* will not be effective until:

- a. if the *contract* is terminated because you have entered into a new contract with us, when the cooling-off period for the new contract expires;
- b. if the *contract* is terminated because you are transferring to another retailer, when transfer to the other retailer becomes effective;
- c. if the *contract* is terminated because the *premises* have been disconnected, when you have no right to be reconnected.

9.6 **Early termination fee**

If the *contract* is terminated early by us under paragraph 9.1 or by you under paragraph 9.2 or 9.3, then, unless the *law* disallows this, you must pay us the early termination fee set out in the *contract sheet*. This fee would be payable on the pay-by date on your final bill.

9.7 **Effect of early termination**

Early termination of the *contract* does not affect any rights we have arising before or on termination.

10. **INFORMATION, PRIVACY AND CONFIDENTIALITY**

10.1 **Information we need**

You must notify us as soon as possible if your contact details change or if there is any change in information relating to the supply of *energy* to your *premises*.

10.2 **Information we will give you**

- a. On request and in accordance with the *law*, we will provide you with:
 1. reasonable information on our *energy charges* including those we have billed;
 2. free advice about *energy efficiency*;
 3. advice about how, from whom and at what estimated cost, you as a residential customer may arrange for an *energy audit* of your *premises*;
 4. advice on the typical running costs of major domestic appliances;
 5. information about various government assistance and concessions schemes;
 6. historical billing information we have retained in accordance with the *law*;
 7. copies of privacy policy, these contract terms and the *contract sheet*; and
 8. a copy of other documents as required by the *law* in large print if required.
- b. Where the *law* allows, we may impose an *additional charge* on you for providing this information.

10.3 Medical information

You must let us know if there is a life support machine in use at your *premises*. If you provide us with a supporting medical certificate, or a medical certificate to the effect that a person residing at your *premises* has a medical condition which requires a continued supply of gas, we will register your *premises* as having a medical exemption. In either case we will pass this information on to your distributor as soon as practicable and give you your distributor's emergency

telephone contact number.

10.4 Confidentiality

Details of the *contract* are strictly confidential. Neither you nor we may disclose those details to another person, including after the *contract* ends, unless:

- a. the other consents;
- b. the disclosure is required by the *law*;
- c. the details have become public; or
- d. in our case, we are allowed to by our privacy policy which is incorporated in these contract terms and the current version of which is included in Annexure A.

11. COMPLAINTS

11.1 How you can raise complaints

You may raise a complaint with us in writing or orally. In doing so you must give us the reasons why you are complaining.

11.2 Our response

We will respond to your complaint in accordance with the *law* and best practice generally.

11.3 Escalation of a complaint

If you are not satisfied with our response, you can ask for your complaint to be raised to a higher level in our organisation.

11.4 Referring a complaint to the *Ombudsman*

You may also refer any complaint to the *Ombudsman* whose services are available to you without cost. However, you can only use the *Ombudsman* if you have first made your complaint to us and, having escalated the complaint, remain unsatisfied. You must also have raised the complaint with us within 1 year of becoming aware of the event giving rise to the complaint. You may accept or not accept the *Ombudsman's* decision, but if you accept it, the *Ombudsman's* decision will be final and binding.

12. LIABILITY

12.1 We will comply with the *law*

- a. In selling you *energy*, we will comply with the *law*. However, if we are excused from complying with any *law* by a regulatory authority, we are not obliged to comply with that *law* to the relevant extent.
- b. For the purposes of the *contract*, we will not have breached any *law* if we have, or your distributor has, acted under the direction of a regulatory authority.
- c. In certain circumstances we may be allowed to depart from a requirement of the *law*. If we do so, these departures will be included as special terms in the *contract sheet* and we will obtain your consent in accordance with the *law*.

12.2 The distributor is your supplier

You agree and acknowledge that:

- a. it is your distributor, not us, who connects or connected your *premises* to the network and who will maintain that connection;
- b. subject to and without limiting paragraph 13.2, your distributor is responsible for supplying *energy* to your *premises* and for the quality and reliability of the *energy* supplied;
- c. the *energy* supplied to your *premises* may be subject to voltage, wave or frequency fluctuations (for electricity) or quality or pressure variations or deficiencies (for gas);
- d. as already stated in paragraph 7, the supply of *energy* to your *premises* may be interrupted; and
- e. we are not liable to you (under contract, tort (including negligence) or on any other basis) in respect of any of these matters.

12.3 You are responsible on your side of the

supply point

We are not responsible for, and you accept all risks in respect of, the control and use of electricity on your side of the *supply point* and of gas on your *premises*.

12.4 Uncontrollable events

Obligations under the *contract* will be suspended if they cannot be met due to an event outside your or our control, as the case may be (excluding any obligation to pay money). If we are affected by such an event we will give prompt notice to you in accordance with the *law* and use best endeavours to remove, overcome or minimise the effects of the event (though we need not settle any industrial dispute unfavourably to us), as you must do if you are affected.

12.5 No implied conditions or warranties

- a. Nothing in these contract terms excludes, restricts or modifies any condition or warranty that the *law* does not allow us to exclude, restrict or modify. However, all other conditions and warranties, whether or not implied by the *law*, are excluded.
- b. The Competition and Consumer Act 2010 (Cth) and other *laws* apply or imply conditions and warranties and guarantees to or into certain types of contracts for the supply or sale of goods and services. If any condition or warranty or guarantee applies to or is implied into the *contract* under those *laws*, then our liability (if any) for breach of or failure to comply with that condition or warranty or guarantee in connection with any goods or services we supply under the *contract* is limited, as far as the *law* allows and at our option, to resupplying the goods or services (or paying for their resupply).

12.6 Indemnity

To the extent the *law* allows, you indemnify us against (and therefore must pay us for) loss or damage arising in connection with any failure by you to comply with any of your obligations under the *contract*, the control and use of any electricity on your side of the *supply point*, any damage to the *supply equipment* and the control and use of any gas on your *premises*, whether or not the *contract* has ended. You will not have to do this where the loss or damage is the result of the negligence of us, your distributor or a *meter reader*.

12.7 Non-exclusion

Nothing in the *contract* varies or excludes any limitation of liability or immunity we have under the *law*.

13. GUARANTEED CUSTOMER SERVICE STANDARDS

13.1 Telephone number for faults and information

Your bill will contain details of a contact phone number that operates 24 hours a day, 7 days a week which you can call to obtain information or report faults and difficulties for the cost of a local call.

You can also call us on 13 88 08 for the price of a local call during business hours for all enquiries concerning billing and other services by us.

13.2 Appointments

If we keep you waiting for more than 15 minutes from an appointment we will credit \$25 to your next bill.

13.3 Discontinuation of supply

We may only disconnect your *premises* if we satisfy the requirements under the *law*. The procedures we must follow to disconnect your premises are set out in paragraph 8.

13.4 Minimum standards of service

We are committed to providing quality and reliable services in accordance with minimum service standards that can be located on our

website or can be obtained by calling us.

14. LEGAL MATTERS

14.1 Notices

Unless otherwise stated, all notices must be in writing. Notices can be given personally, by fax, by post or by e-mail, to an address or number set out in the *contract sheet*. If a notice is sent by post, it will be considered to have been received 3 *business days* after posting, unless in fact it is received earlier. Any changes to notice details must themselves be notified in writing.

14.2 Governing law

The *laws* of the State in which your *premises* are located govern the *contract*.

14.3 Incorporation of the law by reference

To the extent it is necessary to incorporate a provision of the *law* for any of these contract terms or for the *contract* generally to be *lawful*, that provision of the *law* is incorporated (subject to any necessary adaptation).

14.4 Varying the contract

Subject to paragraph 15.4, we must agree any variation to the *contract* with you in writing.

14.5 Transferring the contract

You cannot transfer the *contract* to another person without our prior written consent. We will need your prior written consent to any transfer too, except that we may transfer the *contract* to another person together with any transfer of all or substantially all of our residential or small business customer retail sales business in the State in which your *premises* are located (in which case you appoint us to be your attorney to sign any document or do anything necessary to effect the transfer of the *contract*).

14.6 Definitions

In these contract terms:

additional charge means any *charge* other

than an *energy charge*;

business day means a day other than a Saturday, a Sunday or a gazetted public holiday in NSW;

charges means *energy charges* and other charges payable by you under the *contract*;

contract means the contract you have entered into with us for the sale of *energy* to your *premises* as first mentioned in these contract terms in paragraph 1.1;

contract sheet means either our offer to sell you *energy* signed by you or, if you verbally accepted our offer or accepted online, the confirmation of acceptance we subsequently provide to you;

energy means either electricity or gas;

energy charges means the *charges* for the *energy* we sell you;

GST means a goods and services or similar tax;

law means any law or regulatory or administrative document relating to the sale or supply of *energy*, including the *Electricity Supply Act 1995 (NSW)*, the *Gas Supply Act 1996 (NSW)*, the *Electricity Supply (General) Regulation 2001 (NSW)*, the *Gas Supply (Natural Gas Retail Competition) Regulation 2001 (NSW)* and other instruments made under those Acts;

market and system operator means a body that administers the market for wholesale trading in *energy* in NSW;

meter reader means a person authorised to read your meter;

NSW means New South Wales;

Ombudsman means the Energy & Water

Ombudsman NSW or any other relevant body responsible for handling our customers' complaints in NSW;

other distributor charges means any amounts charged by your distributor in connection with your *premises* including connection, disconnection and reconnection charges but excluding charges charged by your distributor in connection with the supply of *energy* consumed at your *premises*;

premises means the premises stated in the *contract sheet* and any additional *premises* incorporated into the *contract* under paragraph 14.9 and, subject to the terms of the *contract sheet*, if there is more than one such *premises*, all of them together and each of them separately (as the context requires);

rate means a rate we use to determine our *energy charges*. *Rates* apply before any discounts stated in the *contract sheet*;

security deposit means cash or a guarantee, letter of credit or other form of credit support;

small customer means a person who consumes or is expected to consume electricity at their premises at a rate that is less than 160MWh in any year or a person who consumes or is expected to consume gas at their premises at a rate that is less than 1,000GJ of gas in any year;

supply equipment means facilities installed at or near the *supply point* to deliver gas from the network, to regulate that delivery or to measure the gas withdrawn at the *supply point*; and

supply point means the point at which your distributor's network connects to the *energy* installation at your *premises* and includes your meter.

In these contract terms:

- a. **we, us** or **our** refers to Simply Energy ABN 67 269 241 237 or it refers to Simply Energy and you (as the context requires);
- b. **you** or **your** refers to the person or persons named in the *contract sheet* as customer and, if more than one person is named, refers to each of you separately and all of you jointly;
- c. a reference to:
 1. the singular includes the plural and vice versa;
 2. a document includes any variation or replacement of it;
 3. costs we incur include our internal costs;
- d. the words including, includes, such as or for example are not words of limitation; and
- e. headings are for convenience only and do not affect interpretation.

14.8 Inconsistencies

If these contract terms are different to or inconsistent with the *contract sheet*, the latter prevails.

14.9 Multiple *premises* and portability

If you ask us to extend the *contract* to additional premises or to transfer the *contract* to your new premises because you are moving, and the additional or new premises are also in the same State as your original *premises*, then we may offer to incorporate those premises into the *contract*.

15. YOU MUST BE A SMALL CUSTOMER

15.1 Notice

You must immediately notify us if you are not, or you cease to be, a *small customer*.

15.2 Possible consequences if you are not a *small customer*

If you are not, or you cease to be, a *small*

customer then we may terminate the *contract* early by giving you notice and, unless the *law* disallows this, request your distributor to disconnect your *premises*.

15.3 **Early termination fee**

If we terminate the *contract* under paragraph 15.2 then, unless the *law* disallows this, you must pay us the early termination fee set out in the *contract sheet*.

15.4 **Basis on which the *contract* continues**

Until such time as we terminate the contract under paragraph 15.2, the *contract* will continue, for the term stated in the *contract sheet* (or, if no term is stated, indefinitely), not on these contract terms (except that paragraphs 15.2 and 15.3 will continue to apply) but on the standard contract terms we apply to larger customers (subject to any necessary adaptation), and not on the *rates* and *charges* stated in the *contract sheet* or otherwise applicable to you while you were a *small customer* but on the standard rates and charges we apply to larger customers. We will give you notice of the new contract terms and *rates* and *charges* as soon as practicable after we become aware that you are not, or have ceased to be, a *small customer*.

ANNEXURE A

Privacy Policy

At Simply Energy, we respect your privacy.

This privacy policy explains how Simply Energy deals with your personal information. Personal information is information about you, and includes your name and address, financial circumstances, credit history and account details.

We are committed to complying with the National Privacy Principles contained in the *Privacy Act* 1988 (Cth), which are designed to protect the privacy of individuals. We are also committed to complying with the *Spam Act* 2003 (Cth) (which deals with restrictions on sending emails) and the *Do Not Call Register Act* 2006 (Cth) (which deals with restrictions on making telephone calls).

What personal information does Simply Energy collect?

Simply Energy is an energy retailer. We supply energy and related services to households and businesses, and collect information for this purpose. We collect personal information about you, our customer, including your name, address, date of birth and other relevant identification information. We also collect information about your past energy consumption or likely future energy consumption, as well as financial information about you (including your credit history).

For our business customers, we collect personal information about the contact person for that customer.

We also collect information about our suppliers, employees (and prospective employees) and prospective customers or business contacts.

We collect personal information in a variety of ways, including directly from you, from public sources (such as telephone directories) and from private sources (such as from credit reporting agencies, data providers, other market participants or a market operator). We may record your telephone calls with us, including for training, service quality and compliance purposes.

Personal information collected on our website

We generally only collect personal information on our website where you provide it knowingly and voluntarily (for example, by entering into a contract online, filling out a form or emailing an inquiry).

We may also collect other information about your use of the website that cannot be used to identify you, including:

- Your server address
- Your top level domain name
- The date and time of the visit
- Pages accessed and documents downloaded
- The address of any website that linked you directly to our site

How does Simply Energy use and disclose personal information?

We may use or disclose your personal information to supply energy or provide other products and services to you, and in the administration of our business.

For example, we may disclose personal information to our agents, advisors, contractors, service providers and entities related to us (including to entities located overseas), but only for the purposes of our business. This will include disclosing personal information for the purposes of any energy market process or system (including to distributors or a market operator) and to credit reporting agencies.

We may also use or disclose information where required or permitted by law (for example to a law enforcement agency, a regulatory body or an industry ombudsman), to any organisation involved in a corporate reorganisation with us or considering acquiring an interest in our assets or business, or to any person or organisation for which you have given your consent (whether express or implied).

Where we provide your personal information to other parties, we take steps to ensure the other party maintains the privacy of your personal information.

We may analyse customer information so that we can manage and improve our services. We may also use your personal information to provide you

information about other products and services you might be interested in, although you may opt out of receiving this information.

Sensitive information

Generally, we do not collect sensitive information about you (such as details of your race, political beliefs, religion or health). However, you may wish to provide us with health information, such as if you have special energy requirements or if you may be entitled to health-related rebates. We will obtain your consent before collecting, using or disclosing your sensitive information, unless required by law.

Use of cookies

We may use 'cookie' technology on our website. A 'cookie' is a small message given to your web browser by our web server. The browser stores the message in a text file, and the message is then sent back to the server each time the browser requests a page from the server. A cookie does not give us any personal information about you.

We make limited use of cookies on our website. We use cookies to measure usage sessions accurately, and to gain a clear picture of which areas of the sites attract traffic. We also use cookies to improve the functionality of our website.

Employee records

Employee records are not covered by this privacy policy.

How does Simply Energy manage personal information?

We do not sell or trade your personal information. Simply Energy also takes reasonable steps to ensure the security of personal information held by it from loss or unauthorised access, destruction, use, modification or disclosure. Access to personal information is restricted to authorised personnel.

How can you access your personal information?

You have a right to access your personal information. However, we may limit your access if access would disclose personal information about another person, or where it would disclose

commercially sensitive information.

We will seek to ensure that your personal information is accurate and complete. However, if you would like to update your details, please contact us at privacy@simplyenergy.com.au.

Complaints about privacy

If you require a complaint about how Simply Energy has handled your personal information, you can contact us at privacy@simplyenergy.com.au or at the address below. We will do our best to resolve your complaint promptly.

How to contact Simply Energy

If you have any questions about how Simply Energy handles personal information, please contact us:

Email: privacy@simplyenergy.com.au

Phone: 13 88 08

Address: PO Box 210, Balwyn VIC 3103

Changes to this privacy policy

We may update our privacy policy from time to time. This privacy was last updated on 1 August 2007.

