



---

# Small Customer Market Retail Contract Terms and Privacy & Credit Information Management Policy





# Contents

---

1	OUR CONTRACT	1
2	HOW AND WHEN THE CONTRACT STARTS AND WHEN IT EXPIRES	1
3	CHARGES	3
4	BILLS	8
5	PAYING YOUR BILL	9
6	OTHER OBLIGATIONS ON YOU	10
7	SUPPLY INTERRUPTIONS	12
8	DE-ENERGISATION	13
9	TERMINATION OF THE CONTRACT	14
10	INFORMATION, PRIVACY AND CONFIDENTIALITY	15
11	COMPLAINTS	16
12	LIABILITY	17
13	LEGAL MATTERS	18
	Privacy & Credit Information Management Policy	22

## 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* at your *premises*. The other part of the *contract* is the *contract sheet*.

### 1.2 We sell you *energy* under the *contract*

As a retailer selling *energy* under our retailer authorisation, we agree to sell you *energy* at 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 13.5. Paragraph 13.6 includes some further rules for interpreting these contract terms.

## 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 withdraw from the *contract* without penalty within the period of 10 *business days* starting on the last of the following days:

- a. the first *business day* after the day on which the *contract* starts;
- b. the first *business day* after the day on which we give you a complete copy of the *contract*; and
- c. the first *business day* after the day on which you receive our disclosure statement.

You would withdraw by informing us of your intention to withdraw within that cooling-off

period, which you could do orally or in writing. Both of us then would have to comply with the *law* in respect of that withdrawal.

### 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 *AEMO* 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 3.3(b), 3.3(h) or 9, 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 no earlier than 40 *business days* and no later than 20 *business days* before the term expires advising you when the term expires and what your options are. 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 terms, rates and charges that are the same as those under our standard retail contract under the National

Energy Retail Law (subject to any necessary adaptation) .

### 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 1 month 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 January for Victorian *premises* and 1 July for *premises* located in South Australia, New South Wales or Queensland;

***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 the introduction of or 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 interest on any late payment as set by us from time to time;
7. costs imposed on us if, due to fault on your part, payments you make to us are dishonoured or reversed;
  8. to the extent the *law* allows, reasonable costs we incur providing you with historical billing data, our standard complaints and dispute resolution procedure, contact details for the *Ombudsman* or any other information you request;
  9. any other *additional charges* set out in these contract terms or in the *contract sheet*; and
  10. *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.

## 4. **BILLS**

### 4.1 **When bills are sent**

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

### 4.2 **Bills based on meter readings**

- a. As a general rule we will base your bills on metering data provided by the meter at your *premises* or from readings of your meter.
- 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* including when you consent to the use of estimation or we are not able to reasonably or reliably base the bill on an actual meter reading. We will inform you, on the bill, that the bill is based on an estimation. 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 we will use our best endeavours to ensure your meter is read at least once in any 12 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.

#### 4.3 You can ask us to review bills

If you ask us to review a bill we will undertake the review in accordance with our standard complaints and dispute resolution procedures. 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. Should the review uncover an error, we will adjust the bill.

#### 4.4 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*. We will offer you the opportunity to pay us over a 12 month period or, if it is less, a period equivalent to the period over which the undercharging occurred.
- b. If we have overcharged you by an amount greater than the overcharge threshold under the *law*, 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*).
- c. If we have overcharged you by less than the overcharge threshold, we will credit the amount overcharged to your next bill or, if we are no longer selling you *energy*, use our best endeavours to refund the overcharged amount within 10 *business days*.

### 5. PAYING YOUR BILL

#### 5.1 When you have to pay

You must pay us by the pay-by date stated on your bill. 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 Applying your payments

If we sell you electricity and gas we will apply payments as you direct or, if you do not give us a direction, to the oldest debt you owe us.

### 5.3 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 applicable requirements under the *law*.

### 5.4 Payment difficulties

If under our customer hardship policy we identify you as a *residential customer* experiencing payment difficulties due to hardship, or you are a *residential customer* and you inform us that you are experiencing payment difficulties, then we will provide assistance to you in accordance with that policy and the *law* so that you may better manage your *energy* bills on an ongoing basis.

### 5.5 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.

### 5.6 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, any amount you owed us under the *contract* and would provide you with an account of how we used it. If having provided us with a *security deposit* you then 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.

## 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*; and
- e. pay for additional or replacement meters if yours needs to be changed.

## 6.3 Safety and emergencies

You must at all times:

- a. maintain *energy* installations and appliances at

- 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 *AEMO*;
- 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. DE-ENERGISATION

### 8.1 When and how de-energisation is arranged

- a. You may request de-energisation. Once you ask us, we will use best endeavours to arrange for de-energisation of your *premises* through your distributor, a meter reading and, if applicable, a final bill, all in accordance with your request.
- b. In accordance with the *law*, and only if we comply with all of the requirements under the *law*, we may request your distributor to de-energise your *premises*:
  1. if you fail to pay us an amount we have billed by the pay-by date or do not agree to or do not adhere to the terms of an instalment plan;
  2. if you deny access to your meter;
  3. if you refuse to pay a *security deposit*;
  4. if you are using *energy* illegally; or
  5. on other grounds the *law* allows.
- c. We will give you notice of our intention to de-energise your *premises* in accordance with the *law*, unless de-energisation is for illegal use of *energy*.
- d. You must co-operate with and assist your distributor and our personnel in respect of any de-energisation.

### 8.2 Restrictions on us de-energising your *premises*

We must comply with restrictions under the *law* on de-energising your *premises* including:

- a. restrictions that apply:
  1. if the amount unpaid is less than any minimum set under the *law*;
  2. if there is an unresolved complaint;
  3. if you have an outstanding application for a concession; or
  4. if the unpaid amount is not for the supply or sale of *energy*;
- b. restrictions as to de-energising premises registered by us or by a distributor as having a life support machine and
- c. restrictions as to the times and days on which de-energisation may take place.

### 8.3 Re-energisation

If your *premises* has been de-energised and, within 10 *business days* of the de-energisation, you rectify



the matter that led to the de-energisation or made another satisfactory arrangement with us and pay any re-energisation *charge*, then, on request, we will arrange for your *premises* to be re-energised.

## 9. TERMINATION OF THE CONTRACT

### 9.1 Automatic termination

The *contract* terminates if:

- a. we exercise our right to arrange de-energisation of your *premises* and you are no longer entitled to be re-energised;
- b. we start selling *energy* at your *premises* to another *customer*; or
- c. you enter into a new contract with us for your *premises* under which we have started selling you *energy* at your *premises*;
- d. you transfer to another retailer; or
- e. you are no longer a *small customer* in respect of your *premises*.

### 9.2 Ongoing liability for consumption as a large customer

If the *contract* terminates under paragraph 9.1(e) and you continue to consume *energy* at your *premises*, then, in accordance with our right to do so under the National Energy Retail Law and until such time you enter into an appropriate arrangement with us for the payment of charges for *energy*, we will charge you such amount for the *energy* as we consider would have been charged had there been such an arrangement in place.

### 9.3 By you moving out of your *premises*

- a. If you are moving out of your *premises*, you must give us a notice stating that you wish to terminate the *contract* including a forwarding address to which a final bill for your *premises* may be sent.
- b. When we receive the notice, we will use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as practicable after that date if we are denied access on that date). After the meter is read, we will send you a final bill to the forwarding address included in your notice.
- c. The *contract* will terminate on a date specified by us of which we will give you at least 5 but

not more than 20 *business days* notice.

- d. Your obligation to pay for *energy* supplied to your *premises* continues until the *contract* terminates under paragraph 9.3(c).

#### 9.4 By you giving us notice

- a. You may terminate the *contract* by giving us 20 *business days* notice.
- b. After termination of the *contract* by you under paragraph 9.4(a) and for so long as we continue to sell *energy* to you, the terms on which we sell you that *energy*, including our *rates* and *charges*, will be the same as they would have been if you had not terminated the *contract* (subject to any necessary adaptation).

#### 9.5 By virtue of the last resort arrangements

The *contract* will terminate if we are no longer entitled to sell *energy* due to a *RoLR event* affecting us. For this purpose, we will provide your personal information (including name, billing address and metering and other information associated with your *premises*) to the designated retailer for the *RoLR event*. The *contract* will automatically terminate when your transfer to that retailer becomes effective.

#### 9.6 Early termination fee

If the *contract* is terminated under paragraph 9.1, 9.3 or 9.4, 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 termination

Termination of the *contract* does not affect any rights 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.

#### 10.2 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if we have already given you this information in the previous 12 months, or if you require information going

back more than 2 years.

### 10.3 Medical information

You must let us know if there is a life support machine in use at your *premises*. You will need give us written confirmation from a registered medical practitioner of the requirement for life support equipment at the *premises*. 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 Privacy

We will comply with all relevant privacy legislation in relation to your personal information. You can find details of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

### 10.5 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.

## 11. COMPLAINTS

### 11.1 You can raise complaints

If you have a complaint relating to the sale of *energy* by us to you, or the *contract* generally, you may lodge the complaint with us in accordance with our standard complaints and dispute resolution procedures. These procedures are published on our website.

### 11.2 Our response

If you make a complaint, we will respond within the timeframes set out in our standard complaints and dispute resolution procedures. We will inform you of the outcome of your complaint, the reasons for your decision and about your right to refer the complaint to the *Ombudsman* if you are not satisfied with our response.

## 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.

### 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. 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;
- e. to the maximum extent permitted by *law*, we give you no condition or warranty, and we make no representation to you, about the condition or suitability of *energy*, its quality, fitness for purpose or safety; and
- f. to the maximum extent permitted by *law*, 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 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 Exclusion or limitation of our liability**

To the maximum extent permitted by *law*, our liability to you for a failure to comply with any guarantee that applies under any applicable *law* is excluded. Where liability cannot be excluded, our liability for failure to comply with any such guarantee is limited (at our option) to the replacement of the goods, the supply of equivalent goods or the payment of the cost of acquiring equivalent goods; in the case of a service, our liability is limited to the re-supply of the service or the payment of the cost of having the service supplied again.

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

If you cannot meet an obligation relating to your *premises* under the *contract* because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for your *premises* fulfils the obligation.

#### **12.7 Non-exclusion**

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

### **13. LEGAL MATTERS**

#### **13.1 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.

#### **13.2 Governing law**

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

### 13.3 Varying the *contract*

We must agree any variation to the *contract* with you in writing.

### 13.4 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 small 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*).

### 13.5 Definitions

In these contract terms:

***additional charge*** means any *charge* other than an *energy charge*;

***AEMO*** means Australian Energy Market Operator Limited ABN 94 072 010 327 or any successor body that administers the market for wholesale trading in *energy*;

***business customer*** means a *customer* who is not a *residential customer*;

***business day*** means a day that is not:

- a. a Saturday or a Sunday; or
- b. a day that is observed as a public holiday on the same day in each of Victoria, New South Wales, South Australia and Queensland;

***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* at 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;

***customer*** means a person:

- a. to whom *energy* is sold for premises by a retailer; or
- b. who proposes to purchase *energy* for premises from a retailer;

***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 and in paragraph 3 includes any tax;

**meter reader** means a person authorised to read your meter;

**Ombudsman** means a relevant energy ombudsman responsible for handling our *customers'* complaints;

**other distributor charges** means any amounts charged by your distributor in connection with your *premises* including connection, de-energisation and re-energisation 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 13.8 and, 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*;

**residential customer** means a *customer* who purchases *energy* principally for personal, household or domestic use at premises;

**RoLR event** means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

**security deposit** means cash or another form of credit support;

**small customer** means a *customer*:

- a. who is a *residential customer*; or
- b. who is a *business customer* who consumes *energy* at business premises below the upper consumption level under the *law*.

**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.

## 13.6 Interpretation

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.

## 13.7 Inconsistencies

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

## 13.8 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*.



## Privacy & Credit Information Management Policy

At Simply Energy, we respect your privacy.

This policy explains how Simply Energy manages your personal information, credit information and credit eligibility information.

**Personal information** is information about you, and includes your name, address and Simply Energy account details.

**Credit Information** is generally information that relates to credit that you have applied for (such as loans, hire purchase agreements or other deferred debts) and includes information about the types of credit provided to you and any payments for credit that are overdue.

**Credit Eligibility Information** is generally credit information about you that is disclosed to us by a credit reporting body.

We are committed to complying with the Australian Privacy Principles contained in the Privacy Act 1988, Part IIIA Credit Reporting of the Privacy Act, the Privacy Regulations and the Credit Reporting Privacy Code which are designed to protect the privacy of individuals and the management of credit information and credit eligibility information. We are also committed to complying with the Spam Act 2003 (which deals with restrictions on sending emails) and the Do Not Call Register Act 2006 (which deals with restrictions on making telephone calls).

### What information does Simply Energy collect?

Simply Energy is an energy retailer. We supply and sell energy and related services to households and businesses, and collect, hold, use and disclose information for this purpose.

We collect and hold personal information, credit information and credit eligibility information about you, our customer, including your name, address, date of birth and other relevant identification information. We also collect and hold information about your past energy consumption or likely future energy consumption, as well as credit information and credit eligibility information about you (including your credit history and problems meeting repayments such as defaults and judgements).

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

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

We collect personal information, credit information and credit eligibility 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 bodies, data providers, other market participants or a market operator). We may record your telephone calls with us, including for training, service quality, verification and compliance purposes.

### **Credit Reporting**

We may request credit reports from credit reporting bodies from time to time. These credit reports contain information which assists us to assess your application for credit with us, including information about your credit history with other credit providers. Credit reporting bodies can provide credit providers with credit reports in certain circumstances, including when an individual makes an application for credit, or when a credit provider is seeking to help an individual avoid defaulting on their credit. Credit reports are designed to assist credit providers to accurately assess an individual's ability to repay credit.

To request a report from a credit reporting body, Simply Energy will provide information that identifies you.

### **Credit reporting bodies**

We disclose information to the following credit reporting bodies:

Veda Advantage Information Services and Solutions Limited

Website: <http://www.mycreditfile.com.au/>

Dun and Bradstreet (Australia) Pty Ltd

Phone: 1300 734 806

Email: [PACAustral@dnb.com.au](mailto:PACAustral@dnb.com.au)

Website: <https://www.checkyourcredit.com.au/>

Each of these credit reporting bodies is required to have a policy which explains how it will manage your personal information. If you would like to read the policies of

the credit reporting bodies we disclose information to, you can click on the links provided above. If you would like more information about the way they manage your personal information, you can contact them directly.

### **Personal information collected on our website**

We generally only collect your 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 information?**

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

For example, we may disclose personal information, credit information and credit eligibility 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, credit information and credit eligibility information for the purposes of any energy market process or system (including to distributors or a market operator) and to credit reporting bodies. If you fail to make payments or you default on your obligations, we may report this information to a credit reporting body. We may also tell a credit reporting body if we suspect you have committed a serious credit infringement (for example, if you deliberately seek to evade your payment obligations).

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

### **Disclosure of your information overseas**

We may need to disclose your information, including information we receive through the credit reporting body, to organisations located overseas. These organisations are service providers which perform a range of operational and customer service functions on our behalf. We only disclose your information to these organisations when it is necessary for the services they provide. These entities are located in the Philippines and South Africa. When we disclose your information to our service providers located overseas, we take measures to ensure your information is treated in accordance with the standards that apply in Australia unless we obtain your consent not to take these measures.

### **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 policy.

## **How does Simply Energy manage information?**

We do not sell or trade your personal information, credit information or credit eligibility information, although we may disclose your information to a third party in connection with a sale to that party of a debt owed by you to us. We also takes reasonable steps to ensure the security of information held by us from loss or unauthorised access, destruction, use, modification or disclosure. Access to personal information, credit information and credit eligibility information is restricted to authorised personnel.

## **Marketing**

You have the right to request the credit reporting bodies not to use your credit reporting information for the purposes of pre-screening of direct marketing by us.

## **Fraud**

If you believe on reasonable grounds that you have been, or likely to be, a victim of fraud, you have the right to request credit reporting bodies not to use or disclose credit reporting information about you. You can do this by contacting the credit reporting bodies directly. If you make such a request, a credit reporting body will not disclose information about you for 21 days. You can request an extension to this period if you believe you are still, or still likely to be, a victim of fraud.

## **How can you access your information?**

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

information. If you would like to request access to your information held by us, please contact us in writing using the contact details provided below. We will seek to ensure that your personal information, credit information and credit eligibility information is accurate and complete. However, if you would like to update your details or if you believe that the information held is incorrect, please contact us in writing using the contact details below.

### **Complaints about privacy**

If you have a complaint about how Simply Energy has handled your information, you can contact us at the address below. We will do our best to respond to your complaint within 30 days.

### **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](mailto:privacy@simplyenergy.com.au)

Phone: 13 88 08

Address: PO Box 210, Balwyn VIC 3103

If you have a dispute about your **credit information or credit eligibility information** or about how Simply Energy handled your credit information, you can contact us:

Email: [credit.privacy@simplyenergy.com.au](mailto:credit.privacy@simplyenergy.com.au)

Phone: 1800 065 475

Address: PO Box 16016, Collins Street West VIC 8007

If you are unhappy with the resolution of your dispute you can refer the matter to:

Office of the Australian Information Commissioner

GPO Box 5218

Sydney NSW 2001

### **Changes to this privacy policy**

We may update our privacy policy from time to time. This privacy policy was last updated on 12 March 2014.



