



Terms and conditions for embedded network services

March 2019

About this contract

These terms and conditions, together with the relevant plan information document and the information in your welcome pack, forms the contract between us (the “Contract”) for:

- 1) the sale of energy to you at your premises within an embedded network (this includes electricity and may include gas as specified within the terms of your plan information document) (the “Retail Services”); and
- 2) your connection to the site network, and the ongoing supply of network services to your premises to enable the delivery of energy (the “Network Services”).

In addition to this Contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these laws and rules in our dealings with you. These laws and rules (the “laws and rules”) include: the National Energy Retail Law, the National Energy Retail Rules or if your premises is in Victoria, the Electricity Industry Act 2000 (Victoria), the Energy Retail Code (Victoria) and any conditions that attach to the supply of retail services and network services under exemptions from the relevant jurisdictional energy regulator.

These laws and rules can be accessed at:

- Retail Law: <https://www.aemc.gov.au/regulation/legislation>
- Retail Exemption: <https://www.aer.gov.au/retail-markets/retail-guidelines-reviews/retail-exempt-selling-guideline-march-2018>
- Network Exemption: <https://www.aer.gov.au/networks-pipelines/guidelines-schemes-models-reviews/network-service-provider-registration-exemption-guideline-march-2018>

and are available in hard copy on request.

This Contract is to make sure we understand what is expected of each other. To the extent of any inconsistency between this Contract and the laws and rules, the laws and rules will prevail.

Switching to a different electricity or gas retailer

Nothing in this Contract prevents you from purchasing energy from a retailer of your choice, rather than from us. We will assist you to make that switch should you choose to do so.

If you decide to purchase energy from another party, instead of purchasing electricity from us, your meter may need to be reconfigured to facilitate this. If this occurs, you will also need to fill in and submit to us an Opt Out application (even though you are not moving out of the premises), indicating on the form when you propose to commence purchasing electricity from the new retailer. The sale of the relevant electricity to you under this agreement will cease once you start receiving electricity from the new retailer.

We will continue supplying you with Network Services for as long as you reside in premises at a site where the embedded network is owned and operated by us, as we have the exclusive right to do so.



About Energy Trade (“ET”)

ET is an Australian owned and operated company, and is an industry leader in supplying utilities at sites like the one in which your premises are located.

We have partnered with Energy Locals Pty Ltd (trading as “Energy Trade Retail”) to provide the electricity Retail Services to you.

The Parties

This Contract is between you, the customer (as set out more specifically in the basic plan information document (BPID) and:

1. Energy Locals Pty Ltd (ABN: 23 606 408 879) (trading as “Energy Trade Retail”) in respect of any electricity Retail Services; and
2. Energy Trade Pty Limited (ABN: 79 165 688 568) in respect of any gas Retail Services, Network Services and other services we provide to you,

each referred to as “us”, “we” or ET. Please do not hesitate to contact us if you require further details regarding the specific legal entities you are contracting with.

If more than one person is named as a customer on your account, each person named is individually responsible for meeting all the responsibilities under this Contract.

For business customers, if you are a sole trader or acting on behalf of a trust, the contract with ET will be with you as an individual.

If you are signing this Contract on behalf of a business customer, where the business is not a sole trader, then you warrant that you have authority to enter into this Contract on behalf of the business.

By entering this Contract you agree to and give your explicit informed consent to the following:

- to be responsible for charges for Retail Services and/or Network Services (as applicable) supplied to your premises until this Contract ends, even if you vacate your premises earlier;
- transfer your energy supply to us;
- to pay the amounts billed by us under this Contract and to pay your bill by Direct Debit, automatic credit card or debit card payment using a card registered with us, or via Centrepay;
- for us to vary tariffs, charges or benefits from time to time and in accordance with the laws and rules;
- for invoices, reminder notices and any other correspondence to be sent to you electronically and delivered to your nominated email address provided to us, unless you request otherwise; and
- for some of your bills to be based on estimated meter readings.

Term of this contract

This Contract starts on the date that you are taken to have accepted our offer to supply energy to you. However, we won't supply energy to you until:

- you are connected to our site network;
- you satisfy any pre-conditions including those set out in the laws and rules. This includes giving us acceptable identification, payment details and the correct metering being installed at your premises; and
- in relation to the electricity Retail Service, we become the electricity retailer for your premises.

If you fail to satisfy any pre-conditions including those set out in the laws and rules, this Contract will come to an end and we won't supply energy to you.

Cooling off period for electricity Retail Services

You can cancel any electricity Retail Services you receive from us during the 10 business day cooling off period (even though you agreed or accepted it) without any penalty. If you cancel the electricity Retail Services you receive from us during the cooling off period, you will not be required to pay for any electricity that we supply during that period. **Note:** this cooling off period does not apply to any other form of Retail Services (i.e. gas or reticulated hot water services) or any Network Services you receive from us and you will accordingly be liable for any and all costs you incur in relation to such services from the date the Contract begins.

The cooling off period starts the day after you receive your welcome letter. To cancel during the cooling off period, you need to notify us of your intention to cancel by telephone or in writing. We will keep a record of any cancellation during the cooling off period.

Cancellation of Retail Services and Network Services

We don't charge exit fees on our Retail Services so you are able to leave whenever you want. To cancel any or all of your Retail Services please call us on 1300 001 256 or email us at: billing@energytrade.com.au. You must pay all amounts owing on the Retail Services you are cancelling.

Given the site network configuration, you cannot cancel the Network Services (and accordingly this Contract) unless you are leaving your premises or no longer want utility supply at your premises.

If you're cancelling (e.g. because you're moving out of your premises), you need to provide at least 5 business days' notice (or 3 business days in Victoria). You must also provide us with safe and unhindered access to your electricity meter and a forwarding address so we can make sure your final bill reaches you.

This Contract may also be cancelled (for some or all of the services, as applicable) if:

- you do not provide your payment details to us;
- another retailer or exempt seller becomes responsible for the supply of energy to you;
- you enter into a new contract with us that replaces this one;
- another person enters into a new contract with us for your premises;

- you move out of your premises and have paid our final bill;
- your premises have been disconnected for 10 business days and you do not have a right to be reconnected;
- you do not pay your bills on time and we notify you that this Contract will end; or
- the meter at your premises becomes classified as 'large', meaning it is no longer eligible for one of the residential and small business tariffs we offer.

If you do not give us safe and unhindered access to your premises to conduct a final meter reading (where relevant), this Contract will not end in relation to the relevant services until we have issued you a final bill and you have paid any outstanding amount for the sale of electricity.

If this Contract is cancelled for any reason following the cooling off period, you will remain responsible for payment to us for electricity charges in accordance with the terms of this Contract until you either enter into a new contract with us, or an authorised retailer becomes financially responsible for your premises on the wholesale market. If we are responsible for the Network Services at your premises you will continue to be responsible for paying network fees as outlined below.

We will give you at least 20 business days' notice that your Contract is being cancelled by us, which we may do for any reason.

Rights and obligations accrued before the end of this Contract continue despite the end of the Contract, including any obligations to pay amounts to us.

General rights and obligations

Information

You must give us any information we reasonably require for the purposes of this Contract, and that information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

You must tell us promptly if the information you have provided to us changes. This includes your billing address, email address and phone number.

You must tell us promptly if there is a material change to the energy load or other aspect of energy usage at your premises.

We will keep records and make them available to you on request in accordance with the laws and rules.

Life support equipment

If a person living at your premises requires life support equipment, you must register the premises with us. To register you will need to inform us that life support equipment is required on the premises and provide us with the information required under the law and rules. You can read more about the life support protections and process of registration on our website.

You must also tell us if life support equipment is no longer required at the premises.

Use of energy

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

- (a) illegally use energy supplied to your premises; or
- (b) use the energy supplied to your premises or any electrical equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of energy to another customer; or
 - (ii) causes damage or interference to any third party;
- (c) allow energy purchased from us to be used otherwise than in accordance with this Contract and the laws and rules; or
- (d) alter, interfere, damage or tamper with, or permit tampering with, any meter or other energy equipment.

Your tariff

The price you pay for your Retail Services and/or Network Services is set out in the basic plan information document (BPID). In addition to the price you pay for these services, you may be charged other fees, such as disconnection and reconnection fees to the extent permitted by the laws and rules.

Our Retail Services and Network Services prices are determined by a range of factors, including changes in laws and rules, distributor charges and wholesale market costs. Some of these factors are outside of our control, and/or we may choose to change the amount you are charged for Retail Services and Network Services accordingly. By entering into this Contract, you provide explicit informed consent for us to vary the amounts we charge you. Unless one of the specific exceptions in the law and rules applies, you will be notified as soon as is reasonably practicable and at least five business days before a price change.

A change in your circumstances or energy usage could mean that you are no longer eligible for the tariff you are on. In this situation, we may transfer you to a different tariff. This will happen either from the date you tell us there is a change in your circumstances or retrospectively from the date the change occurred, if you haven't told us about it.

Subject to the laws and rules, if your tariff changes mid-way through a billing period, we'll calculate your next bill on a proportional basis.

GST will be added to different components your bill and clearly identified.

Bills

We'll send you a bill via email (or post, if requested) as soon as possible after the end of each billing cycle.

In calculating your bill, we'll take into account:

- The energy you've used at the premises during the billing period.
 - for electricity, we'll use information from meter readings where available or an estimate if required (including your own self read if permitted) in accordance with the laws and rules; and
 - for gas, which is unmetered, in accordance with your hot water volume usage, as disclosed in the basic plan information document (BPID);
- Fees and charges for any other services provided under this Contract during the billing cycle;
- Charges payable for the Network Services we provide to you (see *Network Charges* for additional information below). This may include connection charges if you have requested a new connection; and
- Any pre-payment, credit balance or outstanding balance on your account.

Where required, you provide explicit informed consent for us basing a bill on the estimation of your electricity use. We may use an estimate where the amount of electricity you've used if your meter can't be read. This will also be the case if we don't receive your meter data from a metering provider when it's due, if your meter could not be read, or if we believe that the meter data we have been provided is inaccurate.

If we send a bill based on an estimate, we'll make that clear on the bill. We will also adjust your bill on a retrospective basis once we have actual meter data.

If you don't have an 'interval meter' installed, and you have been sent a bill based on an estimate, you have the right to request an adjusted bill based on your reading of the relevant meter and providing us with your estimate before the due date for payment of the bill. This 'self-read' estimate will only be accepted by us if it is carried out in accordance with the procedure provided by us and the laws and rules.

If you don't have a 'smart' meter and your meter is due to be read only quarterly, we will agree with you a bill smoothing plan. This will mean you pay the same amount each week, fortnight or month (as agreed between us), and the amount will be based on your average expected spend in that period.

We will reconcile your payments with your usage when we receive meter data, which is likely to be monthly. When we do this we'll tell you if there's an outstanding balance on your account. If there is, we'll ask you to make a one-off payment so that your account is up to date.

Under bill smoothing plans, weekly, fortnightly or monthly instalments (as agreed between us) are due at the start of each instalment period in respect of energy usage in that period. We do not pay interest on payments made in advance of usage.

Network-related Charges

Our charges for supplying electricity include components for: (a) the Network Services we provide to you in connection with the site network; and (b) for the amounts charged to us by your distributor (“distributor charges”) for the delivery of energy to the site.

If you choose to buy your electricity from a different retailer, we will continue to bill you directly for the Network Services and distributor charges, unless we reach another agreement with that retailer. This would mean that you will receive two bills, one from us for Network Services, distributor charges, and other services and one from your new retailer for electricity supply.

The distributor charges will be the same as what you would have paid your local electricity distributor if your premises had been connected directly to their network and the overall Network Services will not exceed what we are permitted to charge under the relevant exemption.

Paying your bill

If you have a basic meter, we will send you three months and require fixed monthly payments of an amount agreed by us. If you have a remotely-read meter we will send you bills each month. You must pay the total amount owing on each bill, including GST, by the due date specified on the bill. Under this Contract the due date will be no less than 14 business days from the date we issue the bill.

You must also pay, by the due date, any additional charges under the terms of this Contract as detailed on your bill.

Under this Contract we will process payment in full for your bill or monthly instalments on the due date. If you’re on a smooth pay arrangement and there is an outstanding amount at the quarterly true up (meaning the difference between the amount you have already paid and the amount payable with reference to your usage) then this outstanding amount will be deducted to bring your energy account up to date, using your Direct Debit or Debit Card details that we securely hold.

We may charge a fee as outlined in the basic plan information document and as permitted by the laws and rules for payments made by any other means, including by credit card and debit card, and for late payment. For residential customers outside Victoria, if you have told us that you’re having difficulty paying your bill, we will offer you the option of paying your bill under a payment plan. However, this option will not be available if you have had two instalment plans cancelled in the previous 12 months due to non-payment or if you have been convicted of an offence involving illegal use of energy in the previous 2 years.

You may also be eligible for assistance under our Hardship Policy, which can be found on our website: www.energytrade.com.au/hardship

For residential customers in Victoria, we have a range of standard assistance available to help you meet you pay your bills on time. This includes options for making payments at different intervals and paying for energy use in advance. You can find more information on standard assistance available to you on our website: www.energytrade.com.au/hardship

For residential customers who are in arrears in Victoria, we have a range of tailored assistance available in accordance with our Hardship Policy and the laws and rules.

Metering

Depending on your type of meter, we will use our best endeavours to read it either monthly or quarterly but at least once every 12 months, as a minimum. You must permit safe, convenient and unhindered access to your meter for meter installation, connecting, disconnecting, reading, testing, maintenance, inspection or altering any metering installation.

If we receive meter data that shows we didn't charge you enough, we'll let you pay the undercharged amount in instalments over the same period of time that the meter was not read for (if less than 12 months). If for some reason the meter couldn't be read for more than 12 months, we'll spread the undercharged amount over the following 12 months, as long as there was clear access to the meter during the period in which it should have been read.

The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission. We will not charge you interest on the undercharged amount.

If new meter data shows that we overcharged you by less than \$50 for electricity and \$25 for gas and if you have already paid that overcharged amount, we will credit that amount to your next bill.

If the overcharge was \$50 or more for electricity and \$25 for gas, we will inform you via email within 10 business days and if you've already paid that amount, we'll credit it to your next bill. You can also ask us to refund it sooner.

If you ask for your meter to be checked or tested and the meter is found not to be faulty or incorrect we will require you to pay the cost of the check or test.

When a new meter is required to be installed at your premises, we will seek to agree with you on a timeframe that will suit both of us for installation. If we cannot agree, the timeframes specified in the National Electricity Rules will apply.

Security deposits

We may require you to pay a security deposit. The amount and circumstances of the deposit will be in accordance with the relevant laws and rules. We will not require a security deposit if you are a customer on our Hardship Policy or were previously on a Hardship Policy in relation to the premises.

We will pay you interest on the security deposit at a rate and on terms required by the relevant laws and rules.

We may use your security deposit and any interest earned on it to reduce an amount you owe us if you have failed to pay a bill, in accordance with the laws and rules. We'll let you know if this happens.

If we no longer require the security deposit, it will be credited on your next bill along with any accrued interest.

Credit management

We may conduct an individual credit check using the personal details you provide us as part of this Contract. Depending on the result of any credit check we may notify you that we are cancelling this Contract.

If you are experiencing payment difficulties, we will provide assistance as outlined in our published Hardship Policy.

If you don't pay your bill, we will use credit management and debt collection procedures in accordance with the laws and rules. We may also apply interest charges to any amounts overdue by at least 30 days if permitted by the laws and rules. Interest charges, if applicable, will be published at: www.energytrade/fees

We may also refer you to an external debt collection agency for collection of unpaid amounts owed under this Contract. If necessary, we may undertake legal action in order to recover unpaid amounts. Additional fees may be charged by these external agencies and will be payable by you. It's possible that your credit rating may be affected if you don't pay your bill on time.

Disconnection

We may arrange for the disconnection of your energy supply in the following circumstances, in accordance with the relevant laws and rules:

- You ask us to disconnect the supply or you move out of the premises;
- Continuity of supply to your premises would be unsafe;
- Your lease or other rights of occupancy of your premises has ended or you are vacating your premises;
- You fail to pay your bill by the due date and we have provided all of the assistance we are required to provide under the law and rules;
- You have not kept to an agreed payment or instalment plan and we have followed the law and rules with respect to payment difficulties;
- You refuse to provide a security deposit where we are entitled to require one from you;
- You fail to allow access to your meter for three consecutive meter readings;
- The Contract is terminated or cancelled; or
- We are otherwise entitled or required to do so under the laws and rules.

Prior to disconnection we will notify you in line with the laws and rules and give you the opportunity to resume payment, except in specified circumstances, including for safety reasons. All disconnections and notifications will be carried out in accordance with the laws and rules.

We may charge you a disconnection fee as outlined in the fees schedule at: www.energytrade/fees

Reconnection

We will arrange to reconnect your premises if, within 10 business days of your premises being disconnected, you:

- Rectify the matter that led to the disconnection; and
- Ask us to arrange reconnection; and
- Pay the reconnection charge we may ask you to pay.

We may terminate this Contract within 10 business days following disconnection if you do not perform the actions outlined immediately above. Despite termination, you will remain responsible for any fees and charges incurred following termination.

NOTE: If you are a residential or small business customer in Victoria that is eligible for a Utility Relief Grant and apply for such a grant and apply for such a grant within 10 days of disconnection, you are taken to have rectified the matter that led to disconnection.

Interruptions

Your energy supply can become interrupted at times for various reasons.

When we may interrupt your energy supply

We may interrupt the supply of energy to your premises:

- (a) if required under our contractual arrangements at the gate meter with the distributor;
- (b) in the event of a retailer planned interruption; or
- (c) where there is an unplanned interruption or planned interruption by us.

We will use our best endeavours to restore electricity supply to the premises as soon as possible following an interruption.

Planned interruptions

If your energy supply will be affected by:

- (a) a planned interruption by us for maintenance, repair or augmentation of the site network, a distributor-planned interruption or a retailer-planned interruption at the gate meter, we will use our reasonable endeavours to give you at least 2 business days' notice before the date of interruption by mail, letterbox drop or other appropriate means.
- (b) a planned interruption by us for the installation, maintenance, repair or replacement of your meter, we will seek your explicit consent to interrupt supply on a certain date or within a certain date range. If you do not consent to that date or date range, the interruption will occur at least four business days after you are notified. If your premises are registered as requiring life support equipment, you will receive at least four business days' notice of an interruption. the purposes of the installation, maintenance, repair or replacement of your meter



Any notification about a planned interruption will contain information about its expected date and timing and how to contact us, in accordance with the exemptions.

Unplanned interruptions

In the case of an unplanned interruption, we must:

- (a) within 30 minutes of being advised of an interruption, or otherwise as soon as practicable, make available information on the nature of the interruption and an estimate of the time when supply will be restored or when reliable information on restoration of supply will be available; and
- (b) if providing a telephone response that is automated, provide options for customers who call the service to be directly connected to an operator, if required.

Notices and bills

Under this Contract you give us your explicit informed consent to receive bills, notices and other communications via email and/or via our website, unless you've requested paper correspondence. We will never send credit card or debit card details by email.

You must notify us via email or calling our Customer Service team on 1300 001 256 if your email address changes.

A notice or bill sent under this Contract is taken to have been received by you or us (as applicable) on the date of transmission if sent electronically or two business days after it is posted if sent via paper. Our contact details for you to contact us or send us a notice are as set out in the plan information document.

If you disagree with the calculations on your bill, you can ask that we review it in accordance with our Complaints and disputes procedure, which can be found on our website www.energytrade.com.au/complaints-and-feedback. We will inform you of the outcome of the review as soon as reasonably possible. While the review takes place you still need to pay the portion of your bill that is not under review.

Standard of Network Services and our liability

Acknowledgements in relation to electricity on-supply arrangements

We will provide, install and maintain equipment to connect your premises to the site network safely and in accordance with the laws and rules (to the extent they apply in the context of the exemptions).

You acknowledge that:

- a) we do not operate or physically control the distribution system that provides delivery of electricity to the site network;

- b) we cannot control the quality or frequency of the electricity delivered to the site network from the distribution system, or the continuity of the delivery from the distribution system;
- c) we are not responsible for any acts or omissions of a third party, such as the distributor;
- d) you must take reasonable precautions to minimise the risk of loss or damage to any of your equipment, your premises or business which may result from poor quality or reliability of energy supply; and
- e) the quality and reliability of your energy supply is subject to a variety of factors that are beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand and the technical limitations of the site network.

Limitation of liability

Subject to the laws and rules:

- a) to the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this Contract;
- b) we are not liable for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy;
- c) our liability, if any:
 - i. for a breach of a non-excludable guarantee applying under the Competition and Consumer Act 2010 (Cth) in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption; or
 - ii. in negligence, in tort, in contract or otherwise,

is limited, at our option, to:

- iii. in the case of goods, one of the following – the replacement of the goods, the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods, the payment of the cost of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
- iv. in the case of services – the supplying of the services again or the payment of the cost of having the services supplied again.

You indemnify us against any loss or damage connected to or arising from the use of energy supplied to you, your breach of this Contract or your negligence up to the amount we would otherwise have been able to recover under the relevant laws.

Force Majeure

If a force majeure event occurs:

- the obligations of the affected party, other than an obligation to pay charges and fees under this Contract, are suspended to the extent to which they are affected by the force majeure event;

- the affected party must give the other party prompt notice of the event, an estimate of its likely duration and the obligations affected by it; and
- the affected party must use its best endeavours to remove, overcome or minimise the effects of the event as quickly as possible.

Privacy and creditworthiness

We will comply with all relevant privacy laws regarding your personal information. Our Privacy Policy is available on our website (www.energytrade.com.au/privacy) and sets out how we will collect, use, store and disclose your personal information. You can also ask us to send you a copy.

You consent to us using your personal information to provide a service to you under the terms of this Contract. Personal information may be shared with our service providers, including your local distributor.

By entering into this Contract, you agree that we may exchange your personal information with other credit providers under the Privacy Act 1988 for the purpose of assessing an application by you for credit; notifying other credit providers of a default by you; exchanging information with other credit providers as to the status of this credit where you are in default with other credit profiles; or to assess your credit worthiness.

You acknowledge that we are not responsible for how any third-party that we provide your personal information to under this agreement handles your personal information.

If you have any questions, please contact the Energy Trade Customer Service Team on 1300 001 256.

We may disclose personal information about you where disclosure is required: (i) to verify your creditworthiness or for the purposes of recovering any amounts owed by you under this Contract; and (ii) for us to carry out our obligations or exercise its rights under this Contract. You agree that you will be liable for any expense and/or costs or disbursements incurred by us in recovering any outstanding monies including debt collection agency fees and/or legal costs, to the extent permitted under the laws and rules.

Complaints and Dispute Management

We strive to deliver great service. However, if you have any query, complaint or dispute (related to your bill or otherwise) please call us on 1300 001 256 or email us at: billing@energytrade.com.au

We must handle any complaint you have in accordance with our Customer Complaints and Disputes Procedure, which can be found on our website, or provided to you on request.

If you make a complaint, we must inform you of the outcome of your complaint. If you are still unsatisfied with our response, you have the right to complain to the Ombudsman in your State:

Energy and Water Ombudsman SA
GPO Box 2947, Adelaide SA 5001



1800 665 565

Energy and Water Ombudsman NSW
Reply Paid 86550, Sydney South NSW 1234
1800 246 545
complaints@ewon.com.au

Energy and Water Ombudsman Queensland
PO Box 3640 South Brisbane BC Qld 4101
complaints@ewoq.com.au
1800 662 837

Energy and Water Ombudsman Victoria
Reply Paid 469, Melbourne VIC 8060
1800 500 509
ewovinfo@ewov.com.au

Amending this contract

This Contract may be varied:

- a) by agreement in writing between the parties; or
- b) if deemed necessary by us in order for us to remain compliant with the laws and rules, in which case we will give you prompt notice of the change.

Assignment

- a) You may not assign this Contract without our prior written consent, which will not be unreasonably withheld.
- b) We may assign this Contract without your consent to any member of the Energy Trade group of companies.

Entire agreement

This Contract represents the entire agreement between the parties and supersedes all prior arrangements or understandings between you and us.

Invalidity

If any term or clause of this Contract is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this Contract.

No waiver

If we do not exercise our rights under this Contract it will not constitute a waiver of those rights.

Applicable law

The laws of the state or territory of your premises apply to this Contract. You agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.

Retailer of Last Resort Event

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, this Contract will terminate in relation to the relevant Retail Service. We are required under the laws and rules to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this Contract will come to an end in relation to the relevant Retail Service.

Definitions

acceptable identification means one or more of the following for a residential or business (partnership) customer: a driver's licence, a current passport or a valid concession card issued by the Commonwealth. For a business (company) customers: a valid Australian Company Number or Australian Business Number.

Basic Plan Information Document means the document that contains basic information including tariffs and charges for your chosen energy plan.

billing cycle and **billing period** mean the regular recurrent period for which you receive a bill from us.

business customer means a customer who purchases energy principally for business use.

business day means a day other than a Saturday or a Sunday and that is not a designated Public Holiday in your State.

charges means the fees set out in the plan information document in respect of the supply of Retail Services and Network Services by us to you.

contract is as defined on page 2 of these terms and conditions.

customer means a person who buys or wants to buy energy from a retailer.

Detailed Plan Information Document means the document that contains detailed information including tariffs and charges for your chosen energy plan.

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

distributor or **distribution company** means the entity responsible for the physical supply of electricity and connection to the site.

distributor planned interruption means an interruption planned by the distributor and as defined in the laws and rules.

due date means the due date for a bill issued by us.

embedded network means a private electricity or gas network that is restricted to a building, lot, or development.

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the site network, distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

energy means electricity and/or gas as the context required and, as has been specified as the services you are receiving from us in your plan information document.

energy price fact sheet means the information sheet that contains the specific criteria for your chosen

electricity plan. All energy price fact sheets are available on our website.

force majeure event means an event outside the control of a party.

ET is as defined on page 3 of these terms and conditions.

exemptions means the retail and/or network exemption (as the context requires) that applies to us for the supply of Retail Services and Network Services at the site where your premises are located.

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

interruption means a temporary unavailability or temporary curtailment of the supply of energy to a customer (but does not include a disconnection) and **interrupt** has the corresponding meaning.

laws and rules is as defined on page 2 of these terms and conditions.

meter data provider means a meter data provider under the National Electricity Rules that is accredited by and registered with the Australian Energy Market Operator.

National Energy Retail Law means the Law of that name that as applied by each participating state and territory.

network services means the connection of and the provision of services relating to the flow of electricity and/or gas to the premises through the site networks.

plan information document means the pricing documentation, including where applicable the energy price fact sheet, Basic Plan Information Document, Detailed Plan Information Document, or Product and Price Information Statement and provided to you.

premises means your supply address within the embedded network, as specified in the plan information document.

Product and Price Information Statement means the information sheet that contains the specific criteria for your chosen energy plan if your supply premises is in Victoria.

public holiday means a public holiday appointed under the Holidays Act 1910 (South Australia), Public Holidays Act 1993 (Victoria), Public Holidays Act 2010 (NSW), Holidays Act 1983 (Qld), Holidays Act 1958 (ACT).

regulator means the body, department or commission authorised to regulate the industry in the state in which your premises is located.

relevant authority means any person or body who has the power under law to direct us, including the Australian Electricity market Operator and State or Federal Police;

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises.

retailer means a person that is authorised to sell energy to customers.

retailer planned interruption means an interruption planned by the retailer for the gate meter to the site network.

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the laws and rules.

site means the apartment building or other multi-dwelling property in which your premises are located.

site network means the embedded network at the site where your premises are located, owned and operated by us.

unplanned interruption means an interruption to the supply of energy to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of energy and, without limitation, includes:



- (a) an interruption in circumstances where, in our opinion, a customer's installation or the site network poses an immediate threat of injury or material damage to any person or any property; or
- (b) an interruption in circumstances where:
 - a. there are health and safety reasons warranting an interruption; or
 - b. there is an emergency warranting an interruption; or
 - c. we are required to interrupt the supply at the direction of the relevant authority; or
 - d. an interruption is required to restore supply to another site customer.