

# Market Retail Contract

## Terms and Conditions

### PREAMBLE

This Contract is a market retail contract. It is about the sale of energy to you at your premises. This Contract is made up of these Contract Terms and Conditions, your Market Retail Contract Agreement Schedule (BMSDOC-18-1676) and any other terms and conditions provided (if applicable) collectively referred to as “this Contract”.

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 rules in our dealings with you.

Until the National Energy Retail Law and the National Energy Retail Rules are adopted in Victoria, the energy laws applicable in Victoria are the *Gas Industry Act 2001* and the Energy Retail Code made by the Essential Services Commission.

### HOW TO CONTACT US

<b>Operating hours:</b>	8.30 am to 5:00 pm weekdays, closed weekends and national public holidays
<b>Write to us at:</b>	Tas Gas Retail, GPO 858, LAUNCESTON TAS 7250
<b>Email us at:</b>	<a href="mailto:info@tasgas.com.au">info@tasgas.com.au</a>
<b>Call us on:</b>	1800 438 427 (within Victoria) 03 6336 9386 (outside Victoria)
<b>Gas emergency or gas outage:</b>	180 2111
<b>National Relay Service:</b>	TTY users phone 133 677, speak and listen users phone 1800 555 727, internet users connect via <a href="http://www.relayservice.com.au">www.relayservice.com.au</a> and then ask to be connected to Tas Gas Retail on one of the numbers listed above.
<b>Interpreter service:</b>	131 450
<b>General information:</b>	<a href="http://www.vic.tasgas.com.au">www.vic.tasgas.com.au</a>

### 1. THE PARTIES

This Contract is between:

**Tas Gas Retail Pty Ltd** (ABN 90 110 370 726) who sells energy to you at your premises (in this Contract referred to as “we”, “our” or “us”); and

**You**, the customer to whom this Contract applies (in this Contract referred to as “you” or “your”).

### 2. DEFINITIONS AND INTERPRETATION

- Terms used in this Contract have the same meanings as they have in the Energy Retail Code. However for ease of reference, a simplified explanation of some terms is given at the end of this Contract.
- Where the simplified explanations given at the end of this Contract differ from the definitions in the Energy Retail Code, the definitions in the Energy Retail Code prevail.

### 3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

#### 3.1 These are our terms and conditions

- These Contract Terms and Conditions set out the general terms and conditions of this Contract.
- Your Market Retail Contract Agreement Schedule sets out other terms and conditions of this Contract, including the specific tariffs and charges that apply to you under this Contract.

#### 3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- you are a residential customer; or
- you are a business customer who is a small customer; or
- you are not a small customer; and
- you have accepted one of our market offers (all of which include these Contract Terms and Conditions) to supply energy to you.

### 4. WHAT IS THE TERM OF THIS CONTRACT?

#### 4.1 When does this Contract start?

This Contract starts on the Contract Start Date, which is the date you accept our market offer to supply energy to you (before the relevant market offer expiry date):

- by signing and returning your Market Retail Contract Agreement Schedule to us; or
- by giving us your acceptance of the relevant market offers electronically (for example, by email or SMS).

However, energy supply will not start until the Supply Start Date.

#### 4.3 Cooling-Off Period

- You have the right to cancel this Contract within 10 business days after the later of:
  - the Contract Start Date or the day on which you receive the last of all information we must give you under the applicable energy laws in Victoria, whichever is the later; or
  - where applicable, within such longer period as the Australian Consumer Law prescribes.
- You may exercise your right to cancel this Contract within the Cooling-Off Period even though you agreed to or accepted this Contract.
- You may cancel this Contract within the Cooling-Off Period by informing us either orally or in writing of your intention to cancel this Contract. If you do so, this Contract will end immediately.
- If we have provided a new connection service at your request and you cancel this Contract during the Cooling-Off Period, we may still charge you for any applicable connection charge.
- Upon request, we will provide you with a copy of our record of your cancellation at no charge.

#### 4.3 Start of energy supply

Energy supply to your premises will start:

- if you are not an existing customer of ours – on the date on which your assigned meter identifier has been transferred to us; or
- if you are an existing customer of ours – upon the expiry of the Cooling-Off Period or a later date specified in your Market Retail Contract Agreement Schedule; or
- if you have requested a new connection at the supply address – on the date all regulatory requirements have been met and all necessary information has been provided, referred to as the “Supply Start Date”.

#### 4.4 Your right to end this Contract

- In addition to your right to cancel this Contract under clause 4.2, you may end this Contract at any time after the end of the Cooling-Off Period by notifying us that you wish to end this Contract.
- If you want to end this Contract because:
  - you want to start taking energy supply at your existing premises from another retailer – this Contract will end of the date on which your assigned meter identifier has been transferred to your new retailer (which will usually happen on or soon after a final meter read at the premises); or
  - you’re vacating your premises and your Contract won’t be continuing at your new premises – this Contract will end on the date of the final meter read at the premises, unless clause 4.5(d) applies; or
  - you’re remaining at your premises but wish your energy supply to be disconnected – this Contract will end 10 business days after the date of disconnection as provided for in clause 4.9(a)(vii); or
  - you want to start an entirely new Contract with us (rather than amend this Contract to reflect new arrangements) – this Contract will end on a date we both agree.

#### 4.5 Final meter read at the premises

- If:
  - you want to start taking energy supply at your existing premises from another retailer; or
  - you’re vacating your premises (whether or not you want to take this Contract with you to your new premises); or
  - you’re remaining at your premises but wish your energy supply to be disconnected, you’ll need to notify us.
- In all of these cases, a final meter read will need to be taken at your existing premises. You can choose to wait for the next scheduled meter read or, if you want this to happen sooner, you can ask us to arrange a special meter read (in which case an additional fee will apply, unless we decide to waive it). If you’re transferring your premises to another retailer and your new retailer arranges for a special meter read, we won’t need to arrange it or charge you the fee.
- You will be responsible for tariffs and charges for energy supply at your existing premises until and including the date of the final meter read (regardless of who actually used the energy).
- In addition, if you continue to take supply from us at your existing premises after the date of the final meter read (for example, where we haven’t disconnected the premises, the premises haven’t been transferred to another retailer and you remain there), you will continue to be liable for tariffs and charges for that energy supply for as long as you continue to take supply.

#### 4.6 Vacating your Premises

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill under this Contract.
- (b) We may also require you to pay a disconnection fee.

#### 4.7 Moving Premises

- (a) If you're moving premises, you may ask us to transfer this Contract to your new premises.
- (b) If you do so, we may offer to amend this Contract by transferring this Contract to your new premises. The notice will specify the tariffs and charges and other terms and conditions that apply to this Contract at your new premises.
- (c) If you accept the offer, this Contract will be amended in accordance with the notice and will continue on those terms. We may also require you to pay a connection or reconnection fee at your new premises.
- (d) If you reject the offer, this Contract will end under clause 4.4(b)(ii).

#### 4.8 Credit checks

- (a) We may carry out a credit check on you and use the information to establish your credit rating. In order to carry out a credit check, we may disclose your personal information to a credit reporting agency for the purposes of obtaining credit reports about you relating to your consumer credit and commercial credit history. In accordance with relevant laws, we may report an overdue payment to a credit reporting agency.
- (b) If we conduct a credit check and the results are not satisfactory to us, we may end this Contract immediately by notifying you within the Cooling-Off Period.
- (c) Alternatively, in the 14-day period after the end of the Cooling-Off Period, we may give you a notice amending the terms of this Contract by replacing the tariffs and charges specified in your Market Retail Contract Agreement Schedule with our standing offer prices (in which case the Exit Fee Term will no longer apply).

#### 4.9 When does this Contract end?

- (a) This Contract ends:
  - (i) if clause 4.2 applies (Cooling-Off Period) – as set out in that clause; or
  - (ii) if clause 4.4 applies (your right to end this Contract) – as set out in that clause (whether or not you give us the necessary notifications under that clause); or
  - (iii) if clause 4.8(b) applies (unsatisfactory credit check) – as set out in that clause; or
  - (iv) if clause 22 applies (Retailer of Last Resort Event) – as set out in that clause; or
  - (v) if:
    - (A) the premises are disconnected (other than where we choose to disconnect after you leave the premises and clause 4.4(b)(ii) applies); and
    - (B) you haven't met the requirements in the Regulatory Requirements for reconnection – at the end of the period of 10 business days from the date of disconnection; or
  - (vi) on a date or event specified in your Market Retail Contract Agreement Schedule; or
  - (vii) if we both agree to a date to end this Contract – on the date that is agreed, referred to as the "Contract End Date".
- (b) Rights and obligations accrued before the end of this Contract continue despite the end of this Contract, including any obligations to pay amounts to us. We may issue bills to you after the Contract End Date for energy supply and other services provided up until the Contract End Date.
- (c) We will give you notice that the contract is due to end and give such notice no earlier than 40 business days and no later than 20 business days before the end of contract.

#### 4.10 Exit Fee

- (a) If provided for in your Market Retail Contract Agreement Schedule, you must pay one or more exit fees if you end this Contract and as a result the Contract End Date is during the Exit Fee Term. The amount of any exit fees will be specified in your Market Retail Contract Agreement Schedule.
- (b) An exit fee won't apply in the following circumstances:
  - (i) if you end this Contract during the Colling-Off Period in accordance with clause 4.2; or
  - (ii) if you vacate your premises but immediately enter into a new contract with us at your new premises; or
  - (iii) if you vacate your premises and transfer this Contract to your new premises (note that other fees may apply, such as for special meter reads, connection, disconnection or reconnection); or
  - (iv) if you vacate your premises and move to a location that we don't service; or
  - (v) if you end this Contract in accordance with clause 8.2(d).

### 5. SCOPE OF THIS CONTRACT

#### 5.1 What is covered by this Contract?

- (a) Under this Contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this Contract and to comply with the energy laws.
- (b) In return, you agree:
  - (i) to be responsible for charges for energy supplied to the premises until this Contract ends under clause 4.9 even if you vacate the premises earlier; and
  - (ii) to pay the amounts billed by us under this Contract; and
  - (iii) to meet your obligations under this Contract and the energy laws.

#### 5.1 What is not covered by this Contract?

This Contract doesn't cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your premises. This is the role of your distributor.

### 6. YOUR GENERAL OBLIGATIONS

#### 6.1 Full information

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

#### 6.2 Updating information

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises).

#### 6.3 Life support equipment

- (a) If a person living at your premises requires life support equipment, you must register the premises with us or your distributor. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (b) You must tell us or your distributor if the life support equipment is no longer required at the premises.

#### 6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this 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 the premises fulfils the obligation.

### 7. OUR LIABILITY

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.
- (b) 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, and fitness for purpose or safety, other than those set out in this Contract.
- (c) Unless we have acted in bad faith or negligently, section 232 of the *Gas Industry Act 2001* or section 33 of the *Gas Safety Act 1997* excludes our liability 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.

### 8. PRICE FOR ENERGY AND OTHER SERVICES

#### 8.1 What are our tariffs and charges?

- (a) Our tariffs and charges for the sale of energy to you under this Contract are set out in your Market Retail Contract Agreement Schedule. You agree to pay these tariffs and charges.
- (b) In addition to the amount referred to in paragraph (a), the tariffs and charges that you're required to pay may include any or all of the following:
  - (i) Exit fees (see clause 4.10); and
  - (ii) Additional costs related to your meter that are incurred at your request or due to your act or omission, such as fees for a special meter read, installation of a new meter or meter repair. These costs don't include the costs of a scheduled meter read or any meter repair or installation as a result of a faulty meter (unless you're responsible for causing the fault); and
  - (iii) Connection, disconnection or reconnection fees; and
  - (iv) Any other fees imposed by your distributor due to something specific to your needs (this doesn't include ordinary charges for the use of the networks in order to supply energy to you, which are already included in the tariffs and charges under this Contract); and
  - (v) Any other fees set out in your Market Retail Contract Agreement Schedule; and
  - (vi) Fees for any other goods or services required, or requested by you, on a

case-by-case basis (whether or not the fee is specifically set out in the Market Retail Contract Agreement Schedule.

## 8.2 Changes to tariffs and charges

- (a) We may vary the tariffs and charges set out in your Market Retail Contract Agreement Schedule, or introduce new tariffs and charges to reflect any increase in our direct or indirect costs or to allow us to fully recover our direct or indirect costs relating to any one or more of the following:
- (i) us purchasing energy for sale to you including managing or minimising our price risk;
  - (ii) other costs that we incur in order to sell energy to you at the premises, including in relation to networks, metering, energy market participation, our liability under environmental schemes and unaccounted for gas; and
  - (iii) the imposition of a new law, regulatory requirement or Tax, a change to a law, regulatory requirement or Tax, a change to the interpretation of a law or regulatory requirement or a change to the basis for imposing or calculating any Tax.
- (b) We may also vary the tariffs and charges set out in your Market Retail Contract Agreement Schedule, or introduce new tariffs and charges for any reason other than those set out in clause 8.2(a).
- (c) We'll give you notice of variations to tariffs and charges that affect you as soon as practicable, and in any event no later than your next bill (unless a longer period is required under the energy laws).
- (d) If:
- (i) we vary tariffs and charges or introduce new tariffs and charges in accordance with clause 8.2(a) and your total bill on the new tariffs and charges (calculated in accordance with clause 8.2(e)(i)) is higher than it would have been under our standard retail contract (calculated in accordance with clause 8.2(e)(ii)); or
  - (ii) we vary tariffs and charges or introduce new tariffs and charges in accordance with clause 8.2(b), and you notify us that you wish to end this Contract in accordance with clause 4.4(a) within 20 business days after the date that you receive our notice of variation, then:
    - (A) this Contract will end in accordance with clause 4.4; and
    - (B) we'll waive any exit fee that would otherwise apply.
- (e) For the purposes of the comparison under clause 8.2(d)(i):
- (i) your total bill on the new tariffs and charges will be calculated by reference to the amount of energy used during your most recent full billing cycle; and
  - (ii) your total bill under our standard retail contract will be calculated by reference to the same amount of energy as in 8.2 (e)(i) and our standing offer prices as at the date the variation is effective.

## 8.3 Pro rata calculations

- (a) If a tariff applying to you changes during a billing cycle, we may calculate your next bill on a proportionate basis or as otherwise provided for in the energy laws.
- (b) We may also calculate your bills on a proportionate basis in other appropriate circumstances, such as where supply starts or ends during a billing cycle.

## 8.4 GST

- (a) Amounts specified in the Market Retail Contract Agreement Schedule from time to time and other amounts payable under this Contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this Contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## 9. BILLING

### 9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle (which may be monthly but no less than quarterly). We will send the bill:

- (a) to you at the physical or electronic address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the physical or electronic address specified by you.

### 9.2 Calculating the bill

Unless otherwise agreed, the bill we send to you ('your bills') will be calculated on:

- (a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Energy Retail Code); or
- (b) where you have a nominated monthly billing amount arrangement and where we are not able to reasonably or reliably base a bill on actual meter reading, or where reliable metering data is not provided to us by the responsible person, we may provide you with a bill based on the amount you have nominated which is an estimation of the energy consumed at your premise. You give us your explicit informed consent to us using your nominated monthly billing amount in this manner; and

- (c) the amount of fees and charges for any other services provided under this Contract during the billing cycle; and
- (d) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

## 9.3 Estimating the energy usage

- (a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise give us your explicit informed consent to do so.
- (b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
- (i) clearly state on the bill that it is based on an estimation; and
  - (ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.
- (d) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

## 9.4 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.

## 9.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your energy consumption.

## 10. PAYING YOUR BILL

### 10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

### 10.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

### 10.3 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had two payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.
- (c) Additional protections may be available to you under our Customer Hardship Policy and under the Energy Retail Code if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

## 11. METERS

- (a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).
- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.
- (c) We will make arrangements for metering services on your behalf to ensure your premises complies with the energy laws. You'll be responsible for the cost of any site modifications required, any meter installation fee and, if you request any special meter reads, the cost of such meter reads.

## 12. UNDERCHARGING AND OVERCHARGING

### 12.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
- (i) we will not charge interest on the undercharged amount; and
  - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

## 12.2 Overcharging

- (a) Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by \$50 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

## 12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test unless the meter or metering data proves to be faulty or incorrect.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

## 13. SECURITY DEPOSITS

### 13.1 Security deposit

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Energy Retail Code.

### 13.2 Interest on security deposits

Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Energy Retail Code.

### 13.3 Use of a security deposit

- (a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this Contract:
  - (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or
  - (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).
- (b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

### 13.4 Return of security deposit

- (a) We must return your security deposit and any accrued interest in the following circumstances:
  - (i) you complete 1 year's payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or
  - (ii) subject to clause 14.3 of this Contract, you stop purchasing energy at the relevant premises under this Contract.
- (b) If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

## 14 DISCONNECTION OF SUPPLY

### 14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Energy Retail Code, we may arrange for the disconnection of your premises if:

- (a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:
  - (i) fail to comply with the terms of an agreed payment plan; or
  - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a meter (where relevant) for three consecutive meter reads; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this Contract; or
- (e) we are otherwise entitled or required to do so under the Energy Retail Code or by law.

### 14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Energy Retail Code. However, we are not

required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

### 14.3 When we must not arrange disconnection

- (a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):
  - (i) on a business day before 8.00 am or after 2.00 pm for a residential customer; or
  - (ii) on a business day before 8.00 am or after 3.00 pm for a business customer; or
  - (iii) on a Friday or the day before a public holiday; or
  - (iv) on a weekend or a public holiday; or
  - (v) on the days between 20 December and 31 December (both inclusive) in any year; or
- (b) Your premises may be disconnected within the protected period:
  - (i) for reasons of health and safety; or
  - (ii) in an emergency; or
  - (iii) as directed by a relevant authority; or
  - (iv) it is permitted to do so under the applicable energy laws; or
  - (v) if you request us to arrange disconnection within the protected period; or
  - (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
  - (vii) where the premises are not occupied.

## 15. RECONNECTION AFTER DISCONNECTION

- (a) We must request your distributor to reconnect your premises if, within 10 business days of your premises being disconnected:
  - (i) you ask us to arrange for reconnection of your premises; and
  - (ii) you rectify the matter that led to the disconnection; and
  - (iii) you pay any reconnection charge (if requested).
- (b) If you do not meet the requirements in paragraph (a) within 10 business days of your premises being disconnected, this Contract ends in accordance with clause 4.9(a)(vii).

## 16. WRONGFUL AND ILLEGAL USE OF ENERGY

### 16.1 Use of energy

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

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy 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; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this Contract and the Energy Retail Code; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## 17. NOTICES AND BILLS

- (a) Notices and bills under this Contract must be sent in writing, unless this Contract or the Energy Retail Code says otherwise.
- (b) If you've provided your consent in accordance with the Energy Retail Code (either at the time of entering into this Contract or at a later stage) to receive notices and bills electronically, we may send notices and bills under this Contract to you electronically.
- (c) A notice or bill sent under this Contract is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the party's premises (in your case), or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date 2 business days after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (d) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## 18. PRIVACY ACT NOTICE

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

## 19. COMPLAINTS AND DISPUTE RESOLUTION

### 19.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this Contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

**Note:** Our standard complaints and dispute resolution procedures are published on our website.

### 19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Victoria ([www.ewov.com.au](http://www.ewov.com.au)).

## 20. FORCE MAJEURE

### 20.1 Effect of force majeure event

If either party to this Contract cannot meet an obligation under this Contract because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

### 20.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### 20.3 Obligation to overcome or minimise effect of force majeure event

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

### 20.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

## 21. APPLICABLE LAW

The laws of Victoria govern this Contract.

## 22. 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, we are required under the Energy Retail Code to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the Retailer of Last Resort event and this Contract will come to an end.

## 23. GENERAL

### 23.1 Our obligations

Some obligations placed on us under this Contract may be carried out by another person. If an obligation is placed on us to do something under this Contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this Contract.

### 23.2 Amending this Contract

- (a) We may amend this Contract (including any or all of these Contract Terms and Conditions and your Market Retail Contract Agreement Schedule) from time to time to:
  - (i) reflect any laws, codes, regulatory guidelines or instructions by the relevant regulator that are amended or introduced after this Contract commences; and
  - (ii) make variations to this Contract that are reasonably necessary to achieve optimal business efficiency and performance or to protect our legitimate business interests.
- (b) If we amend this Contract we will give you notice of the changes, following which the amended terms set out in the notice will form part of this Contract.

- (c) You consent to us amending this Contract by notice and you agree to comply with this Contract as amended by that notice.
- (d) We won't amend this Contract so that it is inconsistent with regulatory requirements.
- (e) We aren't obliged to continue to offer any particular plan or Benefit beyond the expiration of any existing Benefit Term.

### 23.3 Assignment

- (a) You may not assign this Contract without our prior written consent.
- (b) We may assign, or otherwise dispose of the whole or any part of our interest in this Contract to a person who acquires all or a substantial portion of the assets of our business of retailing Energy without your prior consent.

### 23.4 Costs

Each party must comply at their own cost with the requirements of any regulatory requirements expressed to apply to that party.

### 23.5 Entire Agreement

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

### 23.6 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.

### 23.6 No Waiver

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

## SIMPLIFIED EXPLANATION OF TERMS

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

**business day** means a day other than a Saturday, a Sunday or a public holiday.

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

**designated retailer** means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises.

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

**distributor** means the person who operates the system that connects your premises to the distribution network.

**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 distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

**energy** means gas.

**energy laws** means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules.

**Energy Retail Code** means the Energy Retail Code Version 11 dated 13 October 2014 produced by the Essential Services Commission Victoria and as amended from time to time.

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

**Gas Industry Act** means the *Gas Industry Act 2001*.

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

**National Energy Retail Law** means the Law of that name that is applied by each participating State and Territory.

**relevant authority** means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police.

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

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

**RoLR event** means an event that triggers the operation of the Retailer of Last Resort scheme under the *Gas Industry Act 2001*.

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

**security deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the Energy Retail Code.

**small customer** means a 'domestic or small business customer' as defined in the *Gas Industry Act 2001*.

**standing offer prices** means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.