



Terms and conditions for market retail contracts

1 December 2017

About this contract

This Contract, together with the Energy Price Fact Sheet for the energy plan you've chosen, forms the Contract for the sale of energy to you at your premises. 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. This Contract is to make sure we understand what is expected of each other.

About Energy Locals

Energy Locals is a social enterprise that offers customers fair and transparent energy products which also help local Australian communities.

The Parties

This Contract is between Energy Locals Pty Ltd (Energy Locals and also 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").

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.

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

- You give your explicit informed consent that the payment due date will be 5 business days from the date we issue the bill;
- You give your explicit informed consent that you must pay your bill by Direct Debit or automatic credit card or debit card payment using a card registered with us;
- You give your explicit informed consent that bills, reminder notices and any other correspondence will be sent to you electronically and delivered to your nominated email address provided us to us;
- You give your explicit informed consent to make payments on a monthly basis or on a payment arrangement agreed between you and us;
- You give your explicit informed consent that some of your bills may be based on estimated meter readings; and
- You give your explicit informed consent that we may provide your personal information (including name and email address) to the Partner that you elected to support during the sign up process or that referred you to us.

Term of this contract

This contract starts on the later of:

- 10 business days after the day you receive the required information about your contract (*your welcome email*); and
- the date we become the electricity retailer for your premises; and

- the date you satisfy any pre-conditions including those set out in the National Energy Retail Law and the Rules. This includes giving us acceptable identification.

You authorise us to manage the transfer process from your current energy retailer to Energy Locals. Depending on your previous retailer and the market transfer process, it can sometimes take up to 3 months for us to become the electricity retailer for your premises.

How this contract can be cancelled

We don't charge exit fees so you are able to leave whenever you want.

To ensure another energy supplier doesn't transfer you without your consent, you must tell us by phone or in an email from the email address we have on your account if you need to cancel your contract with Energy Locals so that we can verify the request is from you.

You must pay all amounts owing. We may prevent your transfer from Energy Locals if you have an overdue debt on your account.

If you're cancelling because you're moving out of your premises, you need to provide at least 3 business days' notice in Victoria and 5 business days' notice in other States. 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.

If you keep Energy Locals as your retailer at your new address, your tariff may change and we may need to charge you a disconnection and connection fee as required by your local distributor. We will not charge you an exit fee.

This contract may also be cancelled if:

- your service address is not transferred to us within 3 months of you agreeing to this contract;
- you do not provide your payment details to us;
- another retailer becomes the electricity retailer for your premises;
- 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;
- we give you at least 20 business days' notice that your contract is being cancelled by us; 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.

Your general obligations

You must give us any information we reasonably require for the purposes of this contract, and that information must be accurate.

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

If a person living at your premises requires life support equipment, you must register the premises with us or your local network company. To register you will need to provide written confirmation that is dated within the last three years and signed by a registered medical practitioner of the requirement for life support equipment at the premises. You must also tell us or your local network company if life support equipment is no longer required at the premises.

Your tariff

The price you pay for your energy supply is as set out in the Energy Price Fact Sheet for your chosen product. The exact tariff will depend on your meter configuration and/or the network tariff for your property.

In addition to the applicable prices, you may incur other fees. Most fees are outlined in the Energy Price Fact Sheet. Certain fees are charged by your network company for additional services and these are detailed on our website: energylocals.com.au/fees

Your tariff can change from time to time in line with the relevant Rules. You will be notified of tariff changes on your first bill after the tariff change is announced, or by email no later than the date of your next bill to be impacted by the change, or otherwise as required by the relevant energy Laws and Rules. All current tariffs that are generally available are published on our website.

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 will contact you to discuss an alternative tariff. Any change to your tariff 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.

You may be eligible for a different tariff to the one you are on and you can contact us to make this change. If you are eligible we will make the change within 10 business days or from the date your meter is read or changed (as necessary). 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 of bills as required by current legislation.

Bills

We'll send you a bill via email 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 supply address during the billing period. We'll use information from meter readings in accordance with the Rules;
- fees and charges for any other services provided under this contract during the billing cycle;
- charges payable for services provided by your local network distributor. This may include connection charges if you have requested a new or changed connection
- charges payable for services provided by your meter provider; and
- any pre-payment, credit balance or outstanding balance on your account.

We may estimate the amount of energy 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, 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 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.

If new meter data shows that we overcharged you by less than \$50 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, 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 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 month, and the amount will be based on your average expected monthly spend.

We will reconcile your payments with your usage when we receive meter data, which is likely to be either monthly or quarterly depending on the type of meter you have. 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, monthly instalments are due at the start of each month of energy usage. If payment is not made by the due date, we may charge your energy usage at our standard contract rates. We do not pay interest on payments made in advance of usage.

Paying your bill

You must pay the total amount owing on each bill, including GST, by the due date specified on the bill. Under this contract you give us your explicit informed consent that the due date will be 5 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 you give us your explicit informed consent that we will process payment in full for your bill or monthly instalment on the due date. If you're on a smooth pay arrangement and there is an outstanding amount at the quarterly true up 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 Energy Price Fact Sheet and as permitted by the Rules for payments made by any other means, including by Credit Card and Debit Card, and for late payment. If you're a residential customer and 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.

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

Solar PV

If during the course of this contract you have solar PV at your property, we will pay you the solar feed in tariff for any power that you export to the grid. The solar feed in tariff is as documented in our Energy Price Fact Sheets and is subject to change.

The premium solar feed in tariff is capped to the first 5,000kWh of power you export to the grid each calendar year (the export cap). Any exports above this amount will be paid at a different rate, also published in our Energy Price Fact Sheets. The 5,000kWh export cap does not currently apply to customers who joined Energy Locals prior to 1 December 2017.

Metering

Under the market rules, we must appoint a Metering Coordinator who will be responsible for coordinating the provision of metering services at your supply address. The Metering Coordinator will be responsible for arranging the installation, testing and maintenance of the meter.

If you have an older type of meter it it reaches end of life or we are informed that it is part of a family of meters that are no longer fit for purpose, we will replace it with a new smart meter. We will give you prior notice of the meter change. We will not charge you for the initial provision of the new meter.

If you request that we replace a working old-style meter with a smart meter, we may make a charge for the initial provision.

Depending on your type of meter, we will use our best endeavours to read it at least 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 maintenance, replacement and inspection.

If you ask for your meter to be checked, we may require you to pay the cost your Meter Provider charges for that service. You will not be charged for the cost of the service if the meter is found to be faulty or incorrect.

If the meter at your premises becomes faulty, we will notify you and arrange for the installation of a new meter, at no cost to you. This will require a brief power outage, but will not require a change to your tariff or the price you pay.

You must provide reasonable protection for the metering installation, such as a meter box or covered location for metering. Maintaining this protected environment is your responsibility.

You acknowledge that metering equipment installed at your property is owned by the Meter Provider. You must not arrange for any changes to the metering. If changes are required you must contact Energy Locals.

Credit management

If you don't pay your bill, we will use credit management and debt collection procedures in accordance with the Rules. We may also refer you to an external debt collection agency for collection of unpaid amounts owed under this contract. Additional fees may be charged by these external agencies.

If you have built up a credit balance on your account, you may ask us to re-pay it to your nominated bank account if the balance is over \$200 and your next bill isn't due to be issued within the next four weeks.

Disconnection

We may ask your distributor or meter provider to disconnect your electricity supply in accordance with the Rules, if:

- you ask us to disconnect the supply or you move out of the premises;
- you fail to pay your bill by the due date and, if you're a residential customer, you have not agreed to pay your bill by instalments or have not kept to your instalment plan;
- 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;
- electricity has been illegally or fraudulently used at the supply address; or
- we are otherwise entitled or required to do so under the Rules or by law.

Prior to disconnection we will notify you in line with the Rules, except in certain circumstances, including for safety reasons. All disconnections and notifications will be carried out in accordance with the Rules.

Reconnection

We will ask your distributor or meter provider 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.

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. We will never send credit card, debit card or bank account details by email.

You must notify us via our website 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.

If you disagree with the calculations on your bill, you can ask that we review it in accordance with our Complaint and Dispute Handling Procedure. 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.

Force Majeure

A force majeure event is one that is outside the reasonable control of you or us, which would result in you or us being in breach of this contract. If a force majeure event occurs:

- the obligations of the affected party, other than an obligation to pay for energy supplied to your supply address, 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

We will comply with all relevant privacy laws regarding your personal information. Our Privacy Policy is available on our website (energylocals.com.au/privacy) and sets out how we will collect, use, store and disclose your personal information.

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, Meter Coordinator, Meter Provider and, if applicable, Centrelink.

If you joined via one of our partners or elected to support one of our partners during or after entering into this contract, we may share limited personal information with that partner. This may include your name, email address and postcode. Partners may use that information to say thank you or to send other promotional information, which you can unsubscribe from at any time. Energy Locals will never share your date of birth, address, identification details, payment details, concession details or life support information.

By entering into this contract you agree that we may exchange your personal information with other credit providers under the Privacy Act 1998 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 we believe that someone may have established an account with Energy Locals for your property without your explicit consent, we may pass information to the police so that they can investigate whether someone has attempted to use your identity falsely.

Complaints and Dispute Management

We strive to deliver good service. If you feel we have not performed satisfactorily, please email us at complaints@energylocals.com.au. We will follow our Complaints and Dispute Management Procedure that can be found on our website: energylocals.com.au/complaints. If you are not satisfied with our response to your complaint, you may refer the matter to the Ombudsman in your state.

Applicable law

The laws of NSW, Queensland, South Australia or Victoria govern this contract, depending on the state your supply address is located in.

Exclusions

Subject to the relevant Rules:

- we are not liable to you for any loss or damage arising from this contract;
- we are not liable and make no representation to you on the reliability, quality or safety of your electricity supply (your local distributor is responsible for the physical supply) or any other goods or services provided to you under this contract;
- you are responsible for investigating the suitability of our products before accepting them;
- we are not responsible for any representations made by third parties or for fulfilling any obligations you have if you purchase any third party products or services outside of this contract, and we are not liable for any resulting loss or damage; and
- 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.

Changes to your contract

This contract may be amended in accordance with the procedures set out in the National Energy Retail Law, or Section 40A of the Electricity Industry Act for customers in Victoria. We will publish any changes to this contract on our website. We may change your contract immediately if we are responding to a request you've made or to make the terms of the contract more favourable to you, or if we're fixing a mistake in the Terms such as a typo that doesn't affect the meaning of any clause.

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) customer: a valid Australian Company Number or Australian Business Number.

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 public holiday in your state.

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

customer connection contract means a contract between you and your distributor for the provision of customer connection services.

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

distributor or **distribution company** or **network company** means the entity responsible for the physical supply of electricity and connection to your service address.

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

energy means electricity.

energy price fact sheet means the information sheet that contains the specific criteria for your chosen energy plan. All energy price fact sheets are available on our website.

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

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

meter coordinator means the entity we appoint to arrange the installation, maintenance and replacement of the meter at your property.

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.

meter provider means any or all of: Meter Provider, Meter Coordinator and Meter Data Provider as allowed for under the National Electricity Rules.

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

payment arrangement means a payment schedule where customers will make payments to Energy Locals.

partner means a person, organisation or business that either promoted Energy Locals to you, or you selected during the sign up process, after which you provided Energy Locals with your Personal Information, and may include a club or association that you are a member of.

perseverance prize means the \$20 credit we'll add to your bill if you've actually read this far down our terms. Just email hello@energylocals.com.au to tell us about your perseverance.

personal information means the information we may need to collect and store in order to provide our service, and which is gathered and stored in accordance with our Privacy Policy.

privacy policy means the policy available at energylocals.com.au/privacy

public holiday means a public holiday appointed under the Public Holidays Act 1993.

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

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.

rules and **energy laws** mean the National Energy Retail Rules made under the National Energy Retail Law, State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules and other legislation that is relevant to the service we provide.

tariff means the relevant tariff published by us from time to time.

welcome email means the email we will send you to confirm your decision to join Energy Locals and which contains important information including links to the Energy Price Fact Sheets and these Terms.