

# Market Retail Contract

Terms and Conditions

1 February 2019

New South Wales  
Queensland  
Tasmania  
Victoria





## CONTENTS

<b>PART 1:</b> Market Retail Contract Terms and Conditions	<b>4</b>
<b>Preamble</b>	<b>4</b>
1. The parties	4
2. Definitions and interpretation	4
3. Do these terms and conditions apply to you?	5
4. What is the term of this Contract?	6
5. Plan type and eligibility requirements	9
6. The benefit term	11
7. Exit fee	12
8. Scope of this Contract	12
9. Your general obligations	13
10. Our liability	14
11. Price for energy and other services	14
12. Billing	17
13. Paying your bill	18
14. Meters	19
15. Undercharging and overcharging	19
16. Security deposits	20
17. Disconnection of supply	21
17A. Retailer Planner Interruptions	22
18. Reconnection after disconnection	23
19. Wrongful and illegal use of energy	23
20. Notices and bills	23
21. Privacy Act notice	24
22. Complaints and dispute resolution	24
23. Force majeure	25
24. Applicable law	25
25. Retailer of last resort event	26
26. General	26
27. Explanation of terms	27
<b>PART 2:</b> Explanation of Benefits: Market Retail Contracts	<b>31</b>
<b>PART 3:</b> Green Option Terms and Conditions	<b>34</b>
<b>PART 4:</b> Privacy Policy	<b>36</b>

## **PART 1:**

### **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, the Explanation of Benefits, your Energy Plan Details 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 to small customers and we will comply with these rules in our dealings with you. For example, in New South Wales, Queensland, South Australia and Tasmania: the National Energy Retail Law and the National Energy Retail Rules applies and in Victoria: the Electricity Industry Act 2000 (Vic), the Gas Industry Act 2001 (Vic) and the Energy Retail Code applies (collectively referred to “the Rules”). The Rules set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

If you accept one of our green options, the Green Option Terms and Conditions at the back of this document apply to your green option. The Green Option Terms and Conditions form a separate contract between you and us (in addition to this Contract).

If you are eligible for and accept a Solar Feed-In arrangement, the Solar Feed-In Agreement Terms and Conditions provided to you will apply to that arrangement, the Solar Feed-In Agreement Terms and Conditions form a separate contract between you and us (in addition to this Contract).

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor’s website.

More information about this Contract and other matters is on our website at [1st Energy.com.au](http://1st Energy.com.au).

#### **1. THE PARTIES**

This Contract is between:

1st Energy Pty Ltd (ACN 604 999 706), 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**

(a) Terms used in this Contract have the same meanings as they have in the Rules.

However, for ease of reference, a simplified explanation of some terms is given at the end of these Contract Terms and Conditions.

(b) Where the simplified explanations given at the end of these Contract Terms and Conditions differ from the definitions in the Rules, the definitions in the Rules prevail.

(c) Definitions of the capitalised terms used in this Contract are also given at the end of these Contract Terms and Conditions.

(d) A reference to a “clause” or “paragraph” in these Contract Terms and Conditions means a clause or paragraph of these Contract Terms and Conditions.

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

#### **3.1. These are our terms and conditions**

- (a) These Contract Terms and Conditions set out the general terms and conditions of this Contract.
- (b) The Explanation of Benefits provides an explanation of all of the Benefits we offer under our different market retail contract offers. The Benefits applicable to you under this Contract will be specified in your Energy Plan Details.
- (c) Your Energy Plan Details sets out other terms and conditions of this Contract, including the specific Benefits, tariffs and charges that apply to you under this Contract.

#### **3.2. Application of these terms and conditions**

These Contract Terms and Conditions apply to you if:

- (a) you're a residential customer
- (b) you're a business customer who is a small customer; or
- (c) you've been classified as consuming less than 160MWh of electricity and/or less than 1TJ of gas per year,

and you've accepted one of our market offers (all of which include these Contract Terms and Conditions) to supply energy to you.

#### **3.3. Application of the Rules**

If you're not a small customer but you have been classified as consuming less than 160MWh of electricity per year and/or 1TJ of gas per year, we both agree to apply the Rules to you as if you were a small customer.

#### **3.4. Electricity or gas**

These Contract Terms and Conditions apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we're your retailer for both electricity and gas, you have a separate contract with us for each of them.

## **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):

- (a) by signing and returning your Energy Plan Details to us; or
- (b) by giving us your verbal acceptance of the relevant market offer; or
- (c) by giving us, your acceptance of the relevant market offer electronically (for example, by using our Online Acceptance Form, by email or by SMS); or
- (d) in any other manner that is consistent with the Rules.

However, energy supply won't start until the Supply Start Date.

### **4.2. Cooling-Off Period**

- (a) You have the right to cancel this Contract within 10 business days after the later of:
  - (i) the Contract Start Date or the day on which you receive the last of all information we must give you under the Regulatory requirements, whichever is the later; or
  - (ii) where applicable, within such longer period as the Australian Consumer Law prescribes.
- (b) You may exercise your right to cancel this Contract within the Cooling-Off Period even though you agreed to or accepted this Contract.
- (c) 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.
- (d) 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:

- (a) if you're not an existing customer of ours - on the date on which your assigned meter identifier has been transferred to us; or
- (b) if you are an existing customer of ours - upon the expiry of the Cooling-Off Period or a later date specified in your Energy Plan Details,

referred to as the "Supply Start Date".

### **4.4. Your right to end this Contract**

- (a) 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.
- (b) If you want to end this Contract because:
  - (i) you want to start taking energy supply at your existing premises from another retailer - this Contract will end on 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
- (ii) 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
  - (iii) 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
  - (iv) 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 that we both agree.

#### **4.5. Final meter read at the premises**

- (a) If:
  - (i) you want to start taking energy supply at your existing premises from another retailer; or
  - (ii) you're vacating your premises (whether or not you want to take this Contract with you to your new premises); or
  - (iii) you're remaining at your premises but wish your energy supply to be disconnected, you'll need to notify us.
- (b) If you're moving from your existing premise, you need to give us at least three Business Days' notice. We'll arrange for your meter to be read at a date agreed with you.(in which case an additional fee will apply, unless we decide to waive it). We will do what we can to have your meter read on the date agreed, or as soon as practicable after that date if there are difficulties accessing your meter. 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.
- (c) 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).
- (d) 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're vacating your premises, you must also 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, Benefits 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) (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, charges and Benefits specified in your Energy Plan Details with our standing offer prices (in which case the Benefit Term and any 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 5.2(b) applies (ineligibility for your plan) – as set out in that clause; or

(v) if clause 25 applies (Retailer of Last Resort Event) – as set out in that clause; or

(vi) if you're not a small customer or are no longer a small customer and we notify you that this Contract will end – on a date specified by us in the notice or as otherwise agreed between us; or

(vii) 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 Rules for reconnection,

– at the end of the period of 10 business days from the date of disconnection; or

(viii) on a date or event specified in your Energy Plan Details; or

(ix) 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.



## **5. PLAN TYPE AND ELIGIBILITY REQUIREMENTS**

### **5.1. Your plan type**

(a) The plan specified in your Energy Plan Details is the plan that you have accepted.

### **5.2. What happens if you weren't eligible for your plan at the Contract Start Date?**

(a) If we determine (after you enter into this Contract) that you weren't eligible for your plan (in accordance with the eligibility requirements set out in your Energy Plan Details) at the time of entering into this Contract, or that you were on a different network tariff at the time of entering into this Contract from the one that we had believed you were on, we'll contact you to advise you of the options you have. If you don't select any of the options provided to you within the period specified, and:

- (i) you weren't a customer of ours immediately prior to entering this Contract, you agree to us initiating a transfer of your assigned meter identifier to the energy retailer who was responsible for supplying energy to your premises immediately prior to you entering into this Contract or, if this isn't possible, a plan determined by us appropriate to your usage; or
- (ii) you were a customer of ours immediately prior to entering into this Contract, you agree to us transferring you to the plan you were previously on or, if such plan is no longer available, to a plan determined by us appropriate to your usage.

(b) This Contract ends upon the transfer of your assigned meter identifier in accordance with paragraph (a)(i) to another energy retailer and you will still be responsible for paying us for any energy and other charges up to the date of the transfer.

(c) If paragraph (b) doesn't apply, this Contract continues on the terms and conditions applicable to the plan to which you are transferred and you are deemed to have been on that plan from the Contract Start Date.

### **5.3. What happens if you become ineligible for your plan?**

(a) If at any time we become aware that you no longer meet the eligibility requirements for your plan set out in your Energy Plan Details, whether due to a change in use or for any other reason, or if your network tariff changes, we may notify you that you're no longer eligible for your current plan.

(b) The notice may include an offer to amend this Contract by transferring you to a different plan appropriate to your circumstances and the notice will detail the terms and conditions of the offer (including the Benefits, tariffs and charges applicable to the different plan).

(c) If you don't reject the offer within the period set out in the notice, you agree that you are taken to have accepted the offer. This Contract will be amended in accordance with the notice and you will be on the plan specified in the notice. You will be deemed to have been on that plan from the date you became ineligible.

(d) If within the period set out in the notice you notify us that you reject the offer and want to end this Contract, this Contract ends in accordance with clause 4.4.

(e) If within the period set out in the notice you notify us that you reject the offer but don't also notify us that you want to end this Contract, you agree that after the period set out in the notice this Contract will continue on our standing offer prices.

- (f) If the notice does not contain an offer in accordance with paragraph (b), you agree that after the period set out in the notice this Contract will continue on our standing offer prices.
- (g) If paragraphs (e) or (f) apply, the tariffs, charges and Benefits specified in your Energy Plan Details will be replaced with our standing offer prices. The Benefit Term and any Exit Fee Term will no longer apply.
- (h) If paragraphs (d), (e) or (f) apply, then from the date that you became ineligible until:
  - (i) this Contract ends (in the case of paragraph (d)); or
  - (ii) the standing offer prices start to apply (in the case of paragraph (f)),we may bill you for energy supplied and other services provided at the tariffs and charges applicable to a plan most appropriate to your use.

## **6. THE BENEFIT TERM**

### **6.1. What is the Benefit Term?**

- (a) The Benefit Term is the period that starts on the Benefit Start Date and ends no sooner than the Guaranteed Period agreed when entering into this contract. Your Benefit Term continues until notice is provided to you as per clause 6.2(a).
- (b) If provided for in your Energy Plan Details, you'll receive the Benefits set out in the Energy Plan Details during (or in relation to energy supply during) the Benefit Term. Some Benefits may be expressed to apply for a lesser period than the full Benefit Term. Receiving the Benefits is dependent on you meeting the conditions of the relevant Benefits as set out in the Explanation of Benefits. The amount of a Benefit is specified in your Energy Plan Details.

### **6.2. What happens at the end of the Benefit Term?**

- (a) If we're proposing to end your Benefit Term or to offer a different Benefit to the existing ones under the current Benefit Term, we'll send you a notice advising you that the Benefit Term is due to end. We'll do so no earlier than 40 business days and no later than 20 business days before the end of the Guaranteed Period of your Benefit Term and in the manner and form as determined by regulatory requirements.
- (b) The notice may include an offer to amend this Contract by replacing the existing Benefit Term with a new Benefit Term and detailing the terms and conditions of the offer (including the Benefits, tariffs and charges that will apply to the new Benefit Term).
- (c) If you don't reject the offer within the period set out in the notice, you agree that you are taken to have accepted the offer. This Contract will be amended in accordance with the notice.
- (d) If within the period set out in the notice you notify us that you reject the offer and want to end this Contract:
  - (i) this Contract ends in accordance with clause 4.4; and
  - (ii) you'll stop receiving the Benefits on the end of the Guaranteed Period.

## **7. EXIT FEE**

- (a) If provided for in your Energy Plan Details, 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 Energy Plan Details.
- (b) An exit fee won't apply in any of the following circumstances:
  - (i) if you end this Contract during the Cooling-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 11.2(d).
- (c) If you vacate your premises and you've paid any exit fees in relation to the end of this Contract and you enter into a new contract with us within 3 months of the Contract End Date, we'll credit to your first bill under your new contract with us the amount of the exit fees paid. We reserve our right to require you to provide evidence of your previous account to obtain the benefit provided under this clause. This clause survives the termination of this Contract.
- (d) We may also waive an exit fee at our discretion depending on the circumstances.
- (e) We will not charge an exit fee in a manner that is inconsistent with the law.

## **8. SCOPE OF THIS CONTRACT**

### **8.1. 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.

### **8.2. 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 under a separate contract called a customer connection contract.

## **9. YOUR GENERAL OBLIGATIONS**

### **9.1. 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.

### **9.2. Updating information**

You must tell us promptly if information you've 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).

### **9.3. Life support equipment**

- (a) If a person living or intending to live at your premises requires life support equipment, you must:
  - (i) register the premises with us or your distributor; and
  - (ii) provide medical confirmation for the premises.
- (b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having life support equipment if medical confirmation is not provided to us or your distributor.
- (c) You must tell us or your distributor if the life support equipment is no longer required at the premises.
- (d) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:
  - (i) at least 50 business days to provide medical confirmation for the premises;
  - (ii) general advice that there may be a distributor planned interruption, retailer planned interruption or unplanned interruption to the supply of energy to the premises;
  - (iii) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date;
  - (iv) information to assist you to prepare a plan of action in case of an unplanned interruption; and
  - (v) emergency telephone contact numbers.

### **9.4. Obligations if you are not an owner**

If you can't meet an obligation relating to your premises under this Contract because you're not the owner you won't 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.

## **10. 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. These include 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, fitness for purpose or safety, other than those set out in this Contract.
- (c) Unless we've acted in bad faith or negligently, the Rules 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. This includes any loss or damage you suffer as a result of the defective supply of energy.

## **11. PRICE FOR ENERGY AND OTHER SERVICES**

### **11.1 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 Energy Plan Details. You agree to pay these tariffs and charges.
- (b) The amount we charge you for the energy used at your premises is generally made up of the following components:
  - (i) the Usage Charges;
  - (ii) the Daily Supply Charge; and
  - (iii) the Capacity Charges (if applicable),as specified in your Energy Plan Details, unless your Energy Plan Details contains a different pricing structure.
- (c) Different Usage Charges may apply at different times during the day or to different energy usage thresholds. If so, the different rates, times at which these different rates apply, usage thresholds and how they apply will be specified in your Energy Plan Details.
- (d) In addition to the amount referred to in paragraph (b), the tariffs and charges that you're required to pay may include any or all of the following:
  - (i) exit fees (see clause 7); and
  - (ii) late payment fees (see clause 13.4); and
  - (iii) merchant service fees (see clause 13.5); and
  - (iv) fees for dishonoured payments (see clause 13.6); and
  - (v) 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
  - (vi) connection, disconnection or reconnection fees; and

- (vii) 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
- (viii) any other fees set out in your Energy Plan Details; and
- (ix) 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 Energy Plan Details).

## 11.2. Changes to tariffs and charges

- (a) We may vary the tariffs and charges set out in your Energy Plan Details, 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, loss factors (if this Contract is for the sale of electricity) and unaccounted for gas (if this Contract is for the sale of 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 Energy Plan Details, or introduce new tariffs and charges, for any reason other than those set out in clause 11.2(a).
- (c) We'll give you notice of any variations to tariffs and charges that affect you at least five business days before they apply when required by regulatory requirements and in the manner and form determined by regulatory requirements;
  - (i) for Small Customers in Queensland, at least 10 Business Days before the variation takes effect.
- (d) If:
  - (i) we vary tariffs and charges or introduce new tariffs and charges in accordance with clause 11.2(a) and your total bill on the new tariffs and charges (calculated in accordance with clause 11.2(e)(i)) is higher than it would be under our standard retail contract (calculated in accordance with clause 11.2(e)(ii)); or
  - (ii) we vary tariffs and charges or introduce new tariffs and charges in accordance with clause 11.2(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:
  - (iii) this Contract will end in accordance with clause 4.4; and
  - (iv) we'll waive any exit fee that would otherwise apply.
- (e) For the purposes of the comparison under clause 11.2(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 the new or varied tariffs and charges, applying any Benefits which could apply to your bill as if

- you've met the relevant eligibility criteria for that Benefit; and
- (ii) your total bill under our standard retail contract will be calculated by reference to the same amount of energy as in 11.2(e)(i) and our standing offer prices as at the date the variation is effective.

### **11.3. 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.

### **11.4. GST**

- (a) Amounts specified in your Energy Plan Details 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.



## **12. BILLING**

### **12.1. General**

We'll send a bill to you as soon as possible after the end of each billing cycle.

We'll 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.

### **12.2. Calculating the bill**

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

- (a) the amount of energy used at your premises during the billing cycle including,
- (b) where applicable, maximum or contracted capacity (using information obtained from reading your meter or otherwise in accordance with the Rules); 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've asked for a new connection or connection alteration if you have not made alternative arrangements with your distributor.

### **12.3. Estimating the energy usage**

- (a) We may estimate the amount of energy used at your premises if your meter can't be read, if your metering data isn't obtained (for example, if access to the meter isn't given or the meter breaks down or is faulty), or if you otherwise consent to enter into an estimated billing arrangement.
- (b) If we estimate the amount of energy used 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've been undercharged, we'll 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 hasn't 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'll comply with your request but may charge you any cost we incur in doing so.

### **12.4. Your historical billing information**

When you ask us to, we must give you information about your billing or consumption history for the previous 2 years free of charge. However, if these requests become frequent, we may charge you the reasonable costs of doing so if permitted under the law.

### **12.5. 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 usage.

## **13. PAYING YOUR BILL**

### **13.1. 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.

### **13.2. 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.

### **13.3. Difficulties in paying**

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We'll provide you with information about your entitlements. Information about payment assistance is available for each state at [www.1stenergy.com.au](http://www.1stenergy.com.au).
- (b) For states other than Victoria if you're 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're not obliged to do so if you've had 2 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 Rules if you're a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website

### **13.4. Late payment fees**

- (a) If set out in your Energy Plan Details, we may require you to pay a late payment fee if you haven't paid the full amount of a bill by the pay-by date (unless we're prohibited by energy laws from asking you to do this).
- (b) The amount of the late payment fee is specified in your Energy Plan Details.

### **13.5. Merchant service fees**

A merchant service fee may be applicable to particular methods of paying your bills. If a merchant service fee is applicable it will be set out in your Energy Plan Details or we'll give you prior notice that such a fee is to apply.

### **13.6. Fees for dishonoured payments**

If, due to fault by you, your payment is dishonoured or reversed and it results in us incurring a fee, we may recover the amount of this fee from you.

### **13.7. Collection Fees**

You may also be required to pay our reasonable costs, including any debt recovery agent's fees and charges, for collecting payments from you that are overdue.

## **14. METERS**

- (a) You must allow us and our authorised representative safe and unhindered access to your premises for the purposes of (where relevant):
  - (i) reading, testing, maintaining, inspecting or altering any metering installation at the premises; and
  - (ii) calculating or measuring energy supplied or taken at the premises; and
  - (iii) checking the accuracy of metered consumption at the premises; and
  - (iv) replacing meters.
- (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) Your meter may be upgraded, altered or replaced in line with applicable energy laws. We will seek your explicit consent or provide you notice where required to by applicable energy laws. We'll make arrangements for metering services on your behalf to ensure your meter complies with the energy laws. You'll be responsible for any costs associated with site modifications, meter installation fees and, if requested by you, any special meter read costs.
- (d) By entering into this contract, you have consented to any required meter upgrade, alteration or replacement, and have waived your rights to opt out.

## **15. UNDERCHARGING AND OVERCHARGING**

### **15.1. Undercharging**

- (a) If we've undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - (v) we won't charge interest on the undercharged amount; and
  - (vi) we'll offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if fewer 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.

### **15.2. Overcharging**

- (a) Where you've been overcharged by less than \$50.00 (or such other amount as determined by Regulatory Requirements), and you've already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you've been overcharged by \$50.00 (or such other amount as determined by Regulatory Requirements) or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you've already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we'll comply with that request.

- (c) If you've stopped buying energy from us, we'll use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) If you've 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..

### **15.3. Reviewing your bill**

- (a) If you disagree with the amount you've 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 if no problem is identified with the Meter, Meter reading or Metering Data.
- (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 don't dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

## **16. SECURITY DEPOSITS**

### **16.1. Security deposit**

If we ask you to provide a security deposit, you must pay the security deposit when we ask you to do so. The circumstances in which we can ask for a security deposit are governed by the Rules.

### **16.2. Interest on security deposits**

Where you've paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Rules.

### **16.3. Use of a security deposit**

We may use your security deposit and any interest earned to offset any amount you owe under this Contract.

## **17. DISCONNECTION OF SUPPLY**

### **17.1. When can we arrange for disconnection?**

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

- (a) you don't pay your bill by the pay-by date and, if you're a residential customer, you:
  - (i) fail to comply with the terms of an agreed payment plan; or
  - (ii) don't agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement; or
- (b) you don't provide a security deposit that we're entitled to ask from you; or
- (c) you don't give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 19; or
- (e) we're otherwise entitled or required to do so under the Rules or by law.

### **17.2. Notice and warning of disconnection**

- (a) Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules. However, we don't have 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).

### **17.3. 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 8.00am or after 3.00pm (or 2.00pm if you're a residential customer whose premises are located in Victoria); or
  - (ii) on a Friday or the day before a public holiday; or
  - (iii) on a weekend or a public holiday; or
  - (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
  - (v) if you're being disconnected under clause 17.1(a), during an extreme weather event.
- (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) if you're in breach of the relevant clause of your customer connection contract that deals with interference with energy equipment; or
  - (v) if you ask 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.

## **17.A RETAILER PLANNED INTERRUPTIONS**

### **17A.1 Retailer may arrange retailer planned interruptions (maintenance repair etc)**

- (a) We may arrange retailer planned interruptions to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of your electricity meter;
- (b) If your electricity supply will be affected by a retailer planned interruption arranged by us, we will give you at least 4 business days' notice by mail, letterbox drop, press advertisement or other appropriate means.

### **17A.2 Your right to information about planned interruptions**

- (a) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the premises which was arranged by us.
- (b) If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either:
  - (i) the written explanation; or
  - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For interruptions made by your distributor, we may refer you to your distributor to provide information.

## **18. 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 we ask you to do so).
- (b) For the purposes of subclause 18(a)(ii), if your Supply Address is in Victoria, you are eligible for a Utility Relief Grant and you apply for such a grant within 10 Business Days of Disconnection, then you will be taken to have rectified the matter that led to the Disconnection.
- (c) If you don't 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).

## **19. WRONGFUL AND ILLEGAL USE OF ENERGY**

You must not, and must take reasonable steps to ensure others don't:

- (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 Rules; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## **20. NOTICES AND BILLS**

- (a) Notices and bills under this Contract must be sent in writing, unless this Contract or the Rules say otherwise.
- (b) If you've provided your consent in accordance with the Rules (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.
- (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.

## **21. PRIVACY ACT NOTICE**

- (a) We'll comply with all relevant privacy legislation in relation to your personal information. Our Privacy Policy is included with this Contract at Part 4.
- (b) You consent to us using your personal information and sending you information in accordance with our Privacy Policy, as amended from time to time. This may include using your personal information in order to sell, deliver and market energy to you and for customer analysis purposes. We may also provide you with information on other products and services available to our customers. Personal information is shared within our group of companies and disclosed to other service providers, including credit reporting bureaus, to the extent required to undertake these activities. By entering into this Contract you also authorise your distributor to release to us previous energy usage data for your premises.
- (c) You can tell us if you don't consent to our use of such information, or if you don't wish to receive such information, by calling us on 1300 426 594.
- (d) You can also find our Privacy Policy on our website. If you have any questions, you can contact our privacy officer The Privacy Officer, 1st Energy, Level 4, 459 Little Collins Street, Melbourne 3000.

## **22. COMPLAINTS AND DISPUTE RESOLUTION**

### **22.1. Complaints**

- (a) 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 published on our website.

### **22.2. Our obligations in handling complaints**

- (a) If you make a complaint, we must handle your complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website. We'll provide a copy of our standard complaints and dispute resolution procedures to you on request.
- (b) We must respond to your complaint within the required time frames set out in our standard complaints and dispute resolution procedures and inform you:
  - (i) of the outcome of your complaint and the reasons for our decision; and
  - (ii) that if you're not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman.



## **23. FORCE MAJEURE**

### **23.1. Effect of force majeure event**

If either party to this Contract can't 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..

### **23.2. Deemed prompt notice**

If the effects of a force majeure event are widespread, we'll 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.

### **23.3. 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.

### **23.4. 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.

## **24. APPLICABLE LAW**

This Contract is governed by the laws in force in the State or Territory in which your premises are located.

## **25. RETAILER OF LAST RESORT EVENT**

If we're 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're required under the 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.

## **26. GENERAL**

### **26.1. 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're taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation isn't complied with, we're still liable to you for the failure to comply with this Contract.

### **26.2. Amending this Contract**

- (a) We may amend this Contract (including any or all of these Contract Terms and Conditions, the Explanation of Benefits and your Energy Plan Details) 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'll 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 the Rules.
- (e) We aren't obliged to continue to offer any particular plan or Benefit beyond the expiration of any existing Benefit Term.

### **26.3. Application of certain clauses**

The following provisions only apply from 01 December 2017 and do not apply in the State of Victoria:

- (i) clause 9.3 (c); and
- (ii) clause 17A Retailer Planned Interruptions.

## 27. EXPLANATION OF TERMS

### 27.1. Simplified explanation of terms defined in the Rules

**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;

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

**designated retailer** means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you don't 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;

**distributor planned interruption** means an interruption for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or
- (c) the installation of a new connection or a connection alteration;

**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 electricity or gas;

**energy laws** mean national and State and Territory laws and rules relating to energy and the Legal instruments made under those laws and rules;

**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));

**medical confirmation** means certification from a registered medical practitioner of the requirement for life support equipment at your premises;

**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 who 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 Rules;

**Rules** means the National Energy Retail Rules made under the National Energy Retail Law or the Energy Retail Code;

**security deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;

**small customer** means:

(d) a residential customer; or

(e) a business customer who consumes energy at or below a level determined under the Rules; and

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

## 27.2. Definitions of capitalised terms

**Benefit** means any benefit set out in the Explanation of Benefits from time to time;

**Benefit Start Date** means:

(a) in respect of the first Benefit Term, the Supply Start Date (or such other date specified as the Benefit Start Date in your Energy Plan Details); and

(b) in respect of any subsequent Benefit Term, the day after the Guaranteed Period of the immediately preceding Benefit Term;

**Benefit Term** means a period that starts on a Benefit Start Date and ends no sooner than the Guaranteed Period and if no notice is provided as per clause 6.2(a) continues until notice is provided pursuant to clause 6.2(a). Your Benefit Term is set out in your Energy Plan Details;

**Capacity Charge** means a charge that is applied to the maximum 15 or 30-minute kW or kVA reading that occurred at your metered connection point. The kW or kVA reading may be subject to a defined minimum value. The Capacity Charge is expressed as “cents per kW per day” or “cents per kVA per day” and is multiplied by the number of days in the billing cycle. The Capacity Charge is sometimes referred to as the Demand Charge;

**Contract** means your contract with us that is made up of these Contract Terms and Conditions, the Explanation of Benefits and your Energy Plan Details;

**Contract End Date** means the date on which this Contract ends as determined under clause 4.9;

**Contract Start Date** is the date on which this Contract starts as determined under clause 4.1;

**Cooling-Off Period** is defined in clause 4.2;

**Daily Supply Charge** means a charge that applies for supplying electricity or gas (as applicable to you and specified in your Energy Plan Details) to your premises for each day of the billing period, regardless of how much electricity or gas you use. The Daily Supply Charge may be expressed as “cents per day”, “\$ per billing period” or similarly. The Daily Supply Charge is sometimes referred to as the Supply Charge or the Service Availability Charge;

**Energy Ombudsman** means, if you’re a customer with premises in:

- (a) the State of New South Wales – Energy and Water Ombudsman (NSW) Limited ACN 079 718 915; or
- (b) the State of Victoria – Energy and Water Ombudsman (Victoria) Limited ACN 070 516 175; or
- (c) the State of Queensland – the energy ombudsman established under Part 2 of the Energy Ombudsman Act 2006 of Queensland; or
- (d) the State of South Australia – Energy Industry Ombudsman (SA) Limited ACN 089 791 604; or
- (e) the State of Tasmania – the Ombudsman referred to in the Energy Ombudsman Act 1998 of Tasmania, being the Ombudsman within the meaning of the Ombudsman Act 1978 of Tasmania; or
- (f) the Australian Capital Territory – the ACT Civil and Administrative Tribunal established under section 88 of the ACT Civil and Administrative Tribunal Act 2008 of the Australian Capital Territory;

**Energy Plan Details** means the document titled “Energy Plan Agreement Schedule” (or similar) setting out the details of your request for supply, including your product, Benefits, tariffs and charges;

**Exit Fee Term** is the same as the Benefit Term unless otherwise specified in your Energy Plan Details;

**Guaranteed Period** is your minimum Benefit Term and the period set out in your Energy Plan Details;

**kVA** stands for kilovolt-ampere and as a measure of power;

**kW** stands for kilowatt;

**kWh** stands for kilowatt hour and is the unit of measurement for your electricity bill;

**MJ** stands for megajoule and is the unit of measurement for your gas bill;

**MWh** stands for megawatt hour;

**Online Acceptance Form** means our internet-based process for the acceptance of relevant offers;

**Regulatory Requirements** means all laws, acts, rules, regulations, codes, statutes, guidelines, licences, legislation, orders in council, tariffs, proclamations, directions or standards that apply to your Contract or that otherwise regulate the energy industry in your Applicable State from time to time. If your Applicable State is Victoria, this includes the Energy Retail Code

(published by the Essential Services Commission). If your Applicable State is New South Wales, Queensland, South Australia or Tasmania this includes the Rules and National Energy Retail Rules;

**Supply Start Date** means the date we start supplying energy to your premises as determined under clause 4.3;

**Tax** means any present or future taxes, excise, levies, imposts, deductions, charges, withholdings or duties other than income tax, fines or penalties, imposed by any government or any governmental or semi-governmental body;

**TJ** stands for terajoule and is a unit of measurement that applies to gas; and

**Usage Charge** means the unit price for energy (in “cents per kWh” for electricity and “cents per MJ” for gas, as applicable to you) as specified in your Energy Plan Details. The Usage Charge is sometimes referred to as the Single Energy Rate or Consumption Charge;

## PART 2:

### EXPLANATION OF BENEFITS: MARKET RETAIL CONTRACTS

This Explanation of Benefits provides a detailed explanation of all the Benefits we offer under our different market retail contract offers. It forms part of the Contract between 1st Energy Pty Ltd (ACN 604 999 706) and you, and should be read in conjunction with the Market Retail Contract Terms and Conditions and your Energy Plan Details (both of which also form part of your Contract).

The Benefits listed in the table below that are applicable to you will be specified in your Energy Plan Details.

In this document:

- (a) For all Benefits, if a Benefit is expressed to apply to bills during certain billing cycles and you change to a different plan with different Benefits during such a billing cycle, we'll apply the existing Benefit and the new Benefit on a proportionate basis based on the period for which you were eligible for each Benefit.
- (b) Other terms are defined in the Market Retail Contract Terms and Conditions.

<b>Benefit</b>	Guaranteed Discount (Usage Charges and Daily Supply Charges)
<b>Description</b>	<p>The Guaranteed Discount is a percentage discount applied to the Usage Charges and Daily Supply Charges for each billing cycle during the Benefit Term. The Guaranteed Discount does not apply to the Capacity Charges for electricity (where applicable).</p> <p>The percentage discount (if applicable) is set out in your Energy Plan Details.</p>
<b>Application and conditions</b>	The Guaranteed Discount is applied to the pre-GST Usage Charges and Daily Supply Charges for each billing cycle during the Benefit Term.

<b>Benefit</b>	Guaranteed Discount (Usage Charges)
<b>Description</b>	<p>The Guaranteed Discount (Usage Charges) is a percentage discount applied to the Usage Charges for each billing cycle during the Benefit Term. The Guaranteed Discount does not apply to the Capacity Charges for electricity (where applicable).</p> <p>The percentage discount (if applicable) is set out in your Energy Plan Details.</p>
<b>Application and conditions</b>	The Guaranteed Discount (Usage Charges) is applied to the pre-GST Usage Charges for each billing cycle during the Benefit Term.

<b>Benefit</b>	Pay on Time Discount (Usage Charges and Daily Supply Charges)
<b>Description</b>	<p>The Pay on Time Discount is a percentage discount applied to the total energy charges for each billing cycle during the Benefit Term, and applies if you pay a bill in full on or before the pay- by date.</p> <p>The percentage discount (if applicable) is detailed in your Energy Plan Details.</p>
<b>Application and conditions</b>	<ol style="list-style-type: none"> <li>1. The Pay on Time Discount is applied to the total energy charges for each billing cycle during the Benefit Term. Each bill will show the total energy charges before and after the Pay on Time Discount is applied.</li> <li>2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable) and green option charges (if applicable), after taking into account any solar energy rebates (if applicable), any relevant discounts or other Benefits applied to the bill, any applicable concessions and GST (but not including any adjustments to a bill).</li> <li>3. You may pay the discounted amount shown on a bill if you pay that amount in full on or before the pay-by date.</li> <li>4. If you're on an instalment plan, you must pay in full each of the agreed instalments that fall due during the billing cycle by the applicable due dates in order to receive the Pay on Time Discount. The discount will then be calculated on the entire energy charges under the bill (not just any outstanding balance). In addition: <ol style="list-style-type: none"> <li>(a) if your instalment plan requires you to pay any balance of the bill, you must also pay that balance on or before the pay-by date in order to receive the discount;</li> <li>(b) if your instalment plan does not require you to pay any balance of the bill, the Pay on Time Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</li> </ol> </li> <li>5. Provided the conditions for the Pay on Time Discount have been satisfied: <ol style="list-style-type: none"> <li>(a) the Pay on Time Discount will apply to a bill even if there's a delay in processing the payment of that bill beyond the pay-by date; and</li> <li>(b) if you've entered into a direct debit arrangement with us and the direct debit fails (other than as a result of your act or omission), the amount of the Pay on Time Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</li> </ol> </li> <li>6. If you don't pay a bill on or before the pay-by date you must still pay the bill; however, you must pay the full amount of the bill excluding the Pay on Time Discount. Note that late payment fees may also apply in accordance with the Market Retail Contract Terms and Conditions.</li> <li>7. If there are any outstanding amounts shown on a bill (from any previous bill), the Pay on Time Discount will not apply to the outstanding amounts.</li> <li>8. If a bill is in credit, the Pay on Time Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</li> </ol>



<b>Benefit</b>	Pay on Time Discount (Usage Charges)
<b>Description</b>	<p>The Pay on Time Discount (Usage Charges) is a percentage discount applied to the Usage Charges for each billing cycle during the Benefit Term, and applies if you pay a bill in full on or before the pay-by date.</p> <p>The percentage discount (if applicable) is detailed in your Energy Plan Details.</p>
<b>Application and conditions</b>	<ol style="list-style-type: none"> <li>1. The Pay on Time Discount is applied to pre- GST value of the Usage Charges for each billing cycle during the Benefit Term. Each bill will show the total energy charges payable before the Pay on Time Discount is applied, and the amount payable after the Pay on Time Discount is applied to the GST-exclusive value of the Usage Charges.</li> <li>2. For this purpose, the total energy charges are Usage Charges, Daily Supply Charges, Capacity Charges (if applicable), and green option charges (if applicable), after taking into account any solar energy rebates (if applicable), any relevant discounts or other Benefits applied to the bill, any applicable concessions and GST (but not including any adjustments to a bill).</li> <li>3. You may pay the discounted amount shown on a bill if you pay that amount in full on or before the pay-by date.</li> <li>4. If you're on an instalment plan, you must pay in full each of the agreed instalments that fall due during the billing cycle by the applicable due dates in order to receive the Pay on Time Discount. The discount will then be calculated on the entire pre-GST Usage Charges under the bill (not just any outstanding balance). In addition: <ol style="list-style-type: none"> <li>(a) if your instalment plan requires you to pay any balance of the bill, you must also pay that balance on or before the pay-by date in order to receive the discount;</li> <li>(b) if your instalment plan does not require you to pay any balance of the bill, the Pay on Time Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</li> </ol> </li> <li>5. Provided the conditions for the Pay on Time Discount have been satisfied: <ol style="list-style-type: none"> <li>(a) the Pay on Time Discount will apply to a bill even if there's a delay in processing the payment of that bill beyond the pay-by date; and</li> <li>(b) if you've entered into a direct debit arrangement with us and the direct debit fails (other than as a result of your act or omission), the amount of the Pay on Time Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</li> </ol> </li> <li>6. If you don't pay a bill on or before the pay-by date you must still pay the bill; however, you must pay the full amount of the bill excluding the Pay on Time Discount. Note that late payment fees may also apply in accordance with the Market Retail Contract Terms and Conditions.</li> <li>7. If there are any outstanding amounts shown on a bill (from any previous bill), the Pay on Time Discount will not apply to the outstanding amounts.</li> <li>8. If a bill is in credit, the Pay on Time Discount that would otherwise have applied to that bill will be applied as a credit to your next bill.</li> </ol>

## **PART 3:**

### **GREEN OPTION TERMS AND CONDITIONS**

If you accept one of our green options, the following terms and conditions apply to the green option (“Green Option Terms and Conditions”):

- (a) You agree to pay the extra amount for your selected green option as shown in your Energy Plan Details. You agree that this amount, which will appear on your electricity bills, will be charged in addition to the electricity tariffs and charges that you’re obliged to pay under your Contract.
- (b) We may vary the tariffs and charges of your green option from time to time and we’ll use our best endeavours to provide you with notice as soon as practicable, or in any event no later than your next bill, if we vary these tariffs and charges.
- (c) You may switch to another appropriate green option or cancel your green option by giving us at least 30 days’ notice. Please note that
  - (i) switching to a different green option won’t affect any Contract between you and us; and
  - (ii) if you cancel your green option the Green Option Terms and Conditions will no longer apply to you but there will be no change to any Contract between you and us.
- (d) We’ll ensure that for the percentage of the electricity that we sell to you (as applicable to your selected green option and set out in your Energy Plan Details), an equivalent amount of electricity is produced from GreenPower Generators accredited under the National GreenPower Accreditation Program.
- (e) The electricity produced from GreenPower Generators to meet your green option is dispatched into the communal electricity grid and cannot be distinguished from electricity produced from non-renewable sources. We therefore cannot guarantee that any or all of the electricity actually supplied to your premises is partly or exclusively from renewable energy sources.
- (f) However, as our green options are accredited GreenPower products, the rules of the National GreenPower Accreditation Program operate to ensure that we cause the required amount of renewable energy to be produced and dispatched into the communal system.
- (g) If for any reason your green option ceases to be accredited under the rules of the National GreenPower Accreditation Program, or we’re no longer able to continue providing the green option, we will notify you of your options as soon as practicable. You may cancel your green option by notifying us.
- (h) For more information on the National GreenPower Accreditation Program please go to [www.greenpower.gov.au](http://www.greenpower.gov.au).
  - (i) These Green Option Terms and Conditions form a separate contract between you and us and don’t limit, vary or exclude the operation of any Contract between you and us for the sale of energy.

**These Green Option Terms and Conditions are between:**

1st Energy Pty Ltd (ACN 604 999 706) (in these Green Option Terms and Conditions referred to as “we”, “our” or “us”); and

You, the customer to whom these Green Option Terms and Conditions apply (in these Green Option Terms and Conditions referred to as “you” or “your”).

Other terms used in these Green Option Terms and Conditions have the same meanings as in the market retail contract for the sale of energy between you and us.

## **PART 4:**

### **PRIVACY POLICY**

1st Energy's complete privacy policy is available on our website and upon request. A summary of our privacy policy is provided below.

#### **Protection of your privacy**

1st Energy is committed to complying with the Australian Privacy Principles as set out in the Privacy Act 1988 in relation to all personal information it collects.

This Policy applies to any individuals in respect of whom 1st Energy currently holds, or may in the future collect, personal information.

#### **What kinds of personal information do we collect?**

'Personal information' is information or an opinion, in any form (whether true or not), about an identified individual or an individual who is reasonably identifiable.

The kinds of personal information we collect and hold about you will depend on the circumstances of collection, including whether we collect the information from you as a customer, supplier, stakeholder, job applicant or in some other capacity.

For example, if you are a customer or a potential customer, we may collect your name, address, telephone number, date of birth, other forms of identification and information about your financial circumstances, credit worthiness, credit history and the conduct of your account (including metering data). We may also collect sensitive information about you (see Do we hold sensitive information about you?).

If you deal with us in some other capacity (for example, as a community representative or other stakeholder), we may collect your name, contact details and any other information you choose to provide to us.

If we're unable to collect your personal information, we may not be able to provide you with our products or services or do business with you or the organisation with which you are connected.

If you provide us with personal information about another person, please make sure that you tell them about this privacy policy.

#### **How do we collect your information?**

We may collect personal information in a variety of ways, including from you directly (including when you interact with us in writing, electronically or via telephone), when you visit our website (including when you submit a quote or contact form), when you participate in our events or promotions, when we supply products or services to you and from public sources of information and marketing and similar lists which are legally acquired by us.

We may also obtain information from your distributor or the energy market operator relating to energy usage or previous energy usage at your premises, as well as from our sales agents and other third-party parties such as builders who advise us of the details of new energy users at a particular premise. At all times the collection of this information is obtained by lawful means in a manner that respects your privacy.

#### **How do we use your information?**

Your privacy is respected, and we do not sell, rent or trade your personal information.

We use personal information for a variety of purposes to effectively conduct our business, including to:

- supply our customers with products and services, including energy use management tools, and to administer and manage the supply of products and services (including billing and collecting debts)
- provide our customers and prospective customers with information about us and our products and services, including how use of our products or services can be improved
- gain an understanding of our customers' energy needs in order to provide better products and services and maintain our high levels of customer service
- ensure safety at our sites
- conduct research and development
- conduct appropriate checks for credit-worthiness and for fraud
- comply with our legal and regulatory obligations
- manage our relationships with our suppliers and stakeholders
- to consider job applicants for current and future employment.

We may also use your information for other purposes required or authorised by or under law (including purposes for which you have provided your consent).

To help us carry out these activities, from time to time we disclose personal information to other persons including:

- our contractors, suppliers and agents who assist us to provide products and services and to administer and manage our business
- companies who manage the distribution of energy
- credit providers and agencies
- government and regulatory authorities (as required or authorised by law)
- our professional advisors (such as auditors and lawyers)
- organisations that assist us to conduct research or analyse data

We will take reasonable steps to ensure that these third parties are bound by privacy obligations in relation to your personal information. Some of our contractors and suppliers to whom your personal information may be disclosed may be located overseas.

### **How do we store your information?**

An individual 1st Energy company may disclose personal information to a related 1st Energy company in Australia or overseas, subject to the provisions of the Privacy Act. In such circumstances, the related company will only use the personal information for the same purposes that the disclosing 1st Energy company is authorised to use the personal information for.

In accordance with the principles set out in this Policy, as part of its normal we transfer personal information to our companies and third parties located in a range of countries in which we or our contractors operate.

### **Do we provide you with information about products and services?**

If you are a customer or a potential customer, we may use your personal information to provide you with information on products, services and offers (from us or our related companies) that we believe may be relevant to you or that you would be interested in, even after you cease acquiring products or services from us, and you consent to us doing so for an indefinite period of time unless and until you opt out of receiving this information (see How can you opt out of receiving information about products and services?).

You consent to us sending you the information by direct mail, email, telephone and SMS/MMS, unless and until you tell us not to contact you in these ways.

### **How can you opt out of receiving information about products and services?**

You can opt out of receiving marketing communications in any of the following ways:

- by sending an email to support@1st Energy.com.au
- by calling our customer service team: Call 1300 426 594 (Monday - Friday, 8.30am - 6.00pm AEST)
- in writing addressed to:  
The Privacy Officer  
1st Energy Level 4, 459 Little Collins Street, Melbourne 3000

In some circumstances we may need to contact you to obtain additional information, to verify your identity or to clarify your request.

Please let us know whether you wish to opt out of all marketing communications or marketing communications by specific contact channel(s). You may opt out of receiving marketing communications by:

- Direct Mail
- Email
- Telephone
- SMS/MMS
- All Channels

Please provide your contact details for each of the channels you wish to stop getting marketing communications through. These details are used to ensure you are not included in direct marketing lists, so please make sure your information is complete and accurate.

If you are a customer, please provide your customer or account numbers so that your request can be confirmed against your customer details.

### **How do we make sure the information we hold about you is current?**

We take reasonable steps to ensure that the personal information we collect, use and disclose is accurate, up to date, complete and relevant.

### **Do we hold sensitive information about you?**

We will only collect sensitive information about you with your consent (unless we are otherwise allowed or required by law to collect that information). Sensitive information includes information about your health, your race or ethnic origin and religious beliefs.

You may wish to provide to us with sensitive information about you from time to time, for example where you have particular energy requirements due to special medical needs or where you wish to apply for a government concession available in relation to special medical needs. If you or someone living at your premises requires life support equipment, you should tell us (and provide confirmation from a medical practitioner) so that we may register your premises as having life support equipment, in which case certain restrictions on disconnecting your premises will apply. We may be required by law to disclose this information to certain entities, for example to your distributor.

### **Do we record your phone calls to us?**

Yes, there are two instances where your phone calls may be monitored. The first is for training, service quality control and compliance purposes, where we may record and monitor telephone calls between you and us.

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

Please let us know if the personal information we have about you is inaccurate, incomplete or out of date and we will take reasonable steps to correct it, including any information relating to credit.

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

You may request details of the personal information, including information related to credit, we hold about you and we will generally provide you with access subject to some exceptions permitted by law. For example, if providing this access may disclose information about another person, or may disclose commercially sensitive information, we may need to refuse to grant you access.

Charges may apply to cover the cost of us accessing and providing you with this information. If we cannot provide you access, we will provide a statement of our reasons.

### **How do we manage privacy issues about credit?**

When you enter into a contract with us, we'll collect and hold your name, address, date of birth and drivers' licence number. We may disclose this information to Veda Advantage and/or Dun & Bradstreet which are Credit Reporting Bureaus (CRBs) if we decide to do a credit check. You may contact the relevant CRB to obtain its policy on how it manages your credit-related personal information using the contact details below:

Veda Advantage Information Services and Solutions Limited  
Phone: 1300 850 211  
Mail: Attention: Public Access Division Veda Advantage  
PO Box 964  
North Sydney NSW 2059  
E-mail: [Membership.query@veda.com.au](mailto:Membership.query@veda.com.au)  
Web: [www.mycreditfile.com.au](http://www.mycreditfile.com.au)

Dun and Bradstreet (Australia) Pty Ltd  
Phone: 1300 734 806  
Mail: Attention: Public Access Centre Dun & Bradstreet Australia  
PO Box 7405  
St Kilda Rd VIC 3004  
E-mail: [PACAustral@dnb.com.au](mailto:PACAustral@dnb.com.au)  
Web: [www.checkyourcredit.com.au](http://www.checkyourcredit.com.au)

If you believe on reasonable grounds that you have been or are likely to be a victim of fraud, you can request CRB not to use or disclose credit reporting information about you. In addition, you can request the CRB not to use your credit reporting information for the purposes of pre- screening of direct marketing by a credit provider.

The CRB may include information that we provide to it in reports that they provide to other credit providers to assist them to assess your credit worthiness. If we do a credit check on you with CRB, the CRB will generate a credit score for you and make this available to us. We'll use this information to help us assess your credit worthiness, and we will keep a record of whether you passed or failed the credit check (based on our credit criteria) but we will not keep the credit score generated for you by the CRB.

If you become our customer the identification information we collected from you, that you passed the credit check and any information about your credit defaults with us will be held in our customer database.

Some of our contractors to whom this information may be disclosed maybe located overseas.

If you don't become our customer, your identification will be held in our quotes database until such time as it is destroyed.

If, after reasonable follow up, you do not pay any outstanding amounts owed by you to us we may supply to the CRB with this information along with relevant personal information. This may include:

- identification information about you
- the fact that you have applied for credit and we are a credit provider to you
- advice about payments more than 60 days overdue which are 'in collection' that we are permitted to report to the CRB
- that, in our opinion, you have committed a serious credit infringement
- that credit provided to you has been paid or otherwise discharged

Notification to the CRB that any of your outstanding payments are no longer overdue will only be made following payment of the outstanding amount including any accrued interest.

You're entitled to access and seek the correction of the credit-related personal information that we hold. If you have a complaint about the handling of your credit-related personal information you can contact our Privacy Officer.

### **What if you disagree with our decision?**

Where we make a decision about you or affecting you, you may ask us to explain the basis on which that decision was made, and you may ask to see the personal information (if any) on which our decision is based (see How can you get access to your information?).



## **1ST ENERGY WEBSITE**

### **Cookies policy**

We use the term “cookies” to refer to cookies and other similar technologies covered by the EU Directive on privacy in electronic communications.

#### **What is a cookie?**

Cookies are small data files that your browser places on your computer or device. Cookies help your browser navigate a website and the cookies themselves cannot collect any information stored on your computer or your files.

When a server uses a web browser to read cookies they can help a website deliver a more user-friendly service. To protect your privacy, your browser only gives a website access to the cookies it has already sent to you.

#### **Why do we use cookies?**

We use cookies to learn more about the way you interact with our content and help us to improve your experience when visiting our website.

Cookies remember the type of browser you use and which additional browser software you have installed. They also remember your preferences, such as language and region, which remain as your default settings when you revisit the website. Cookies also allow you to rate pages and fill in comment forms.

Some of the cookies we use are session cookies and only last until you close your browser, others are persistent cookies which are stored on your computer for longer.

#### **How are third party cookies used?**

For some of the functions within our websites we use third party suppliers, for example, when you visit a page with videos embedded from or links to YouTube. These videos or links (and any other content from third party suppliers) may contain third party cookies and you may wish to consult the policies of these third-party websites for information regarding their use of cookies.

#### **How do I reject and delete cookies?**

We will not use cookies to collect personally identifiable information about you. However, should you wish to do so, you can choose to reject or block the cookies set by 1st Energy or the websites of any third-party suppliers by changing your browser settings – see the Help function within your browser for further details.

Please note that most browsers automatically accept cookies so if you do not wish cookies to be used you may need to actively delete or block the cookies.

If you reject the use of cookies you will still be able to visit our websites but some of the functions may not work correctly.

#### **What if you have a complaint?**

If a person wishes to complain about a breach by us or our Privacy Policy, the Australian Privacy Principles or the Credit Reporting Privacy Code, a complaint may be lodged in writing by post or by email.

Your complaint will be managed by our privacy officer who will review it and provide you with a response as soon as possible. If you are not satisfied with the way we have dealt with your complaint, you may then complain to the Officer of the Australian Information Commissioner.

## **How to contact us**

You can contact us at the address below to:

- arrange access to personal information about you
- request a hardcopy of this privacy policy
- enquire generally about privacy matters (including in relation to credit)
- discuss any issues relating to our privacy policy (including in relation to credit)

The Privacy Officer

Address: Level 4, 459 Little Collins Street, Melbourne, VIC 3000, Australia

Email: [compliance@1stenergy.com.au](mailto:compliance@1stenergy.com.au)

Telephone: 1300 426 594



1300 426 594  
1stenergy.com.au