



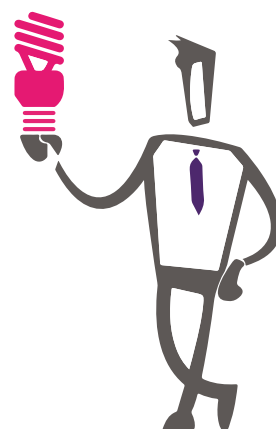
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MARKET RETAIL CONTRACT

# TERMS AND CONDITIONS

PEOPLE ENERGY RESIDENTIAL &  
SMALL BUSINESS CUSTOMERS

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## PREAMBLE

- a. This agreement is about the sale of electricity to you as a small customer at your premises.
- b. In addition to your agreement, the energy laws and other consumer laws also contain rules about the sale of electricity and we will comply with these rules in our dealings with you. For example, the Energy Retail Code or National Electricity Regulations (the Code or Regulations) sets out specific rights and obligations about electricity marketing, payment methods and arrangements for customers experiencing payment difficulties.
- c. More information about this agreement and other matters is on our website [www.peopleenergy.com.au](http://www.peopleenergy.com.au).

## **1 PARTIES**

This agreement is between:

- People Energy Pty Ltd ACN 159 727 401 (in this agreement referred to as we, our or us); and
- The customer whose details are set out in the welcome pack (in this agreement referred to as you or your).

## **2 DEFINITIONS AND INTERPRETATIONS**

2.1 Terms used in this agreement which are defined in the Code or Regulations have the same meanings as they have in the Code or Regulations. However, for ease of reference, a simplified explanation of some terms is given at the end of this agreement.

2.2 Where the simplified explanations given at the end of this agreement differ from the definitions in the Code or Regulations, the definitions in the Code or Regulations prevail.

## **3 WHAT ARE THE TERMS AND CONDITIONS OF YOUR AGREEMENT?**

3.1 This document sets out our terms and conditions for a market retail contract for a small customer.

3.2 Your agreement with us consists of the terms and conditions in, and schedules and annexures to this document and the information set out in your welcome pack.

## **4 WHAT DOES THIS AGREEMENT APPLY TO?**

This agreement applies to:

- a. our sale of electricity to you; and
- b. our supply of any good or service other than electricity to you (specified in your welcome pack).

If your welcome pack specifies that we are supplying a good or service other than electricity, the schedule attached to this Agreement relating to that good or service will apply to the supply of the good or service to you.

## **5 WHAT IS THE START OF THE TERM OF THIS AGREEMENT?**

5.1 **When does this agreement start?**

5.2 This agreement starts on the date you satisfy any pre-conditions that apply under the Code or Regulations, including giving us acceptable identification and your contact details for billing purposes. This will usually be the same day that you accept our offer to supply electricity to you. If this agreement starts after the date, we are deemed to start selling electricity to you, it starts on the day we are deemed to supply electricity to you

### **5.3 Cooling off period**

5.4 You may cancel your agreement with us within a 10- business day cooling off period. The cooling off period will commence on the business day after you receive your welcome pack from us.

5.5 Your welcome pack contains information about how you can cancel your agreement during the cooling off period.

## **6 SCOPE OF THIS AGREEMENT**

6.1 **What is covered by this agreement?**

6.1.1 **Under this agreement, we agree:**

- a. to sell you electricity to your premises;
- b. to meet obligations set out in this agreement including to comply with the energy laws.

6.1.2 **In return, you agree:**

- a. to be responsible for charges for electricity supplied to the premises until this agreement ends under clause 9.1 even if you vacate the premises earlier; and
- b. to pay the amounts billed by us under this agreement; and
- c. to meet your obligations under this agreement and the energy laws.

6.2 **What is not covered by this agreement?**

6.2.1 This agreement does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of electricity to your premises. This is the role of your distributor under a separate contract called a customer connection contract.

## **7 YOUR GENERAL OBLIGATIONS**

### **7.1 Full information**

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

### **7.2 Updating information**

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of electricity changes, including if there is a material change to the amount of electricity you think you will use at the premises (for example, if you start running a business at the premises).

## **8 LIFE SUPPORT EQUIPMENT**

8.1 If a person living at your premises requires life support equipment, you must register the premises with us or your distributor. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.

8.2 You must promptly tell us or your distributor if the life support equipment is no longer required at the premises.

## **9 WHEN DOES THE TERM OF THIS AGREEMENT END**

### **9.1 When does this agreement end?**

9.1.1 This agreement ends:

- a. if you give us notice that you are vacating the premises, subject to clause 9.2 - on the date 3 business days (or 10 business days for customers in certain rural areas) after we receive your notice unless your notice tells us you are vacating the premises on a later date, in which case this agreement ends on that later date;
- b. if you are no longer a small customer, subject to clause 9.2 - on the date at least 5 business days after we give you notice of the change (as specified in our notice);
- c. if we both agree to a date to end the agreement - on the date that we agreed;
- d. if you start to buy electricity for the premises from us or a different retailer under a new customer retail contract - on the date that the new customer retail contract starts;
- e. if a different customer starts to buy electricity for the premises - on the date that customer's contract starts; or
- f. if the premises are disconnected and you have not met the requirements in the Code or Regulations for reconnection - 10 business days from the date of disconnection.

If more than one of these applies, the agreement ends on the date the first paragraph above applies.

9.2 If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this agreement will not end under clause 9.1.1 (a) or 9.1.1 (b) until we have issued you a final bill and you have paid any outstanding amount for the sale of electricity.

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

## **10 VACATING YOUR PREMISES**

10.1 If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to giving us a notice under clause 9.1.1 (a) of this agreement.

10.2 When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.

10.3 You will continue to be responsible for charges for the premises until your agreement ends in accordance with clause 9.0 of this agreement, unless the Code or Regulations provides otherwise.

## **11 EARLY TERMINATION FEE**

If this agreement is for a fixed term and it ends (including by termination) before the fixed term end date (as set out in your welcome pack), we may charge you the early termination fee set out in your welcome pack, reduced on a proportionate basis to reflect the part of the fixed term period that remains as at the date the agreement ends under clause 9.1.

## **12 CONTINUATION OF FIXED TERM AGREEMENTS**

- 12.1 Where this agreement has a fixed term (as set out in your welcome pack), we will contact you between 20 to 40 business days prior to the end of the fixed term to give you information about your options after the end of the fixed term, including details of our tariffs and charges that will apply to your premises from that time.
- 12.2 If, by the time the fixed term ends, you have not entered into a new agreement with us for the premises and you are still purchasing electricity from us, this agreement will continue and you will be charged based on the new tariffs and charges we notified would apply to you in these circumstances. You may also cease to receive a pay on time discount from us.

## **13 OUR LIABILITY**

- 13.1 The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, lack of or outage to generation, 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.
- 13.2 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 electricity, its quality, fitness for purpose or safety, other than those set out in this agreement.
- 13.3 Unless we have acted in bad faith or negligently, the National Electricity Retail Law excludes our liability for any loss damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

## **14 PRICE FOR ELECTRICITY AND OTHER SERVICES**

### **14.1 What are our tariffs and charges?**

- 14.1.1 Our tariffs and charges for the sale of electricity to you under this agreement will be as notified to you in your welcome pack.
- 14.1.2 Different tariffs and charges may apply to you if you cease to meet the requirements set out in the welcome pack for the tariff which originally applied to you.

## **15 VARIATION OF TARIFF DUE TO CHANGE OF USE**

If a change in your use of electricity or of the quantity of electricity we sell to you means you are no longer eligible for the particular tariff or charge you are on, we may transfer you to a new tariff or charge:

- 15.1 if you notify us there has been a change of use or quantity - from the date of notification; or
- 15.2 if you have not notified us of the change of use or quantity - retrospectively from the date the change of use or quantity occurred, or if we do not know this date our reasonable estimate of the date the change occurred; or
- 15.3 In the event that your distributor changes you to a different network tariff retrospectively from the date the change of use or quantity occurred, or if we do not know this date our reasonable estimate of the date the change occurred.

## **16 CHANGES TO TARIFFS AND CHARGES**

- 16.1 We may vary our tariffs and charges from time to time to reflect increases in the direct or indirect costs we incur when supplying electricity to you under this agreement or operating our business (including increases in wholesale electricity prices, distribution charges, metering charges and our operating costs).
- 16.2 If we vary our tariffs and charges, we will set out details of the variation in a notice to you not less than 5 business days prior to the commencement of the variation.

## **17 OTHER VARIATIONS OF TARIFF OR TYPE OF TARIFF**

- 17.1 If you think you satisfy the conditions applying to another tariff or type of tariff we offer, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you. We will notify you of the results of this review
- 17.2 If we have notified you that you meet the requirements for another tariff or type of tariff (or would do so if your meter was changed) and you would like to transfer to that tariff we may:
  - a. transfer you to that other tariff within 10 business days after your request; or
  - b. transfer you to that other type of tariff from the date the meter is next read or the type of meter is changed (if needed).
- 17.3 We may charge you an early termination fee under clause 11 if the transfer occurs prior to fixed term end date (as set out in your welcome pack).

- 17.4 We may pay you a government regulated feed-in tariff and/or a voluntary feed-in tariff if there is a solar photovoltaic (PV) system installed at your nominated premises. If we pay you a voluntary feed-in tariff, we may vary the amount of, or cancel the feed-in tariff in accordance with the terms of your plan. A government regulated feed-in tariff may be varied or cancelled throughout the term of the contract as a result of your eligibility or changes in government regulations.

## **18 CHANGES TO TARIFFS OR TYPE OF TARIFF DURING A BILLING CYCLE**

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis based on your energy use if you have a smart meter or based on the number of days each tariff applied during that cycle if you do not have a smart meter.

## **19 GST**

Our tariffs and charges specified from time to time and other amounts payable under this agreement will be stated to be inclusive of GST.

## **20 BILLING**

### **20.1 General**

- 20.1.1 We will send a bill to you as soon as possible after the end of each billing cycle. A billing cycle will be:
- a. not less than a month, if you have a smart meter; or
  - b. not be less than 3 months, if you do not have a smart meter, unless you have given us your explicit informed consent to a shorter billing cycle.
- 20.1.2 We will send the bill:
- a. to you at the address nominated by you; or
  - b. to a person authorised in writing by you to act on your behalf at the address specified by you.
- 20.1.3 We may require you to pay an additional charge:
- a. if you ask us to bill you more frequently than set out above; or
  - b. where you ask for a paper bill to be delivered by post.
- 20.2 If, during this agreement, the meter at your premises is upgraded to a smart meter, we may transfer you to monthly billing.
- 20.3 **Format and timing of bills**
- 20.3.1 If you have provided us with an email address, you agree that we will send bills to that email address, unless you request for us to send your bills to a postal address or we otherwise determine that your email address is not valid.
- 20.4 **Calculating the bill**
- Bills we send to you (your bills) will be calculated on:
- 20.4.1 a. the amount of electricity consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Code or Regulations);
  - 20.4.2 b. the amount of fees and charges for any other services provided under this agreement during the billing cycle; and
  - 20.4.3 c. the charges payable for services provided by your distributor, including connection charges, if you have asked for a new connection, or connection alteration and have not made alternative arrangements with your distributor.
- 20.5 **Estimating the electricity usage**
- 20.5.1 We may estimate the amount of electricity consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.
- 20.5.2 If we estimate the amount of electricity consumed at your premises to calculate a bill, we must:
- a. clearly state on the bill that it is based on an estimation; and
  - b. when your meter is later read, adjust your bill for the difference between the estimate and the electricity actually used.
- 20.5.3 If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over a 12 month period.

- 20.5.4 If the meter has not been read due to your actions or inaction, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so (including the cost of reading the meters).
- 20.6 **Your historical billing information**  
We must give you information about your billing history for the previous two (2) years free of charge if you request it. However, we may charge you for providing this if we have already given you this information for some or all of the period your request in the previous 12 months, or if you require information going back more than two (2) years.
- 20.7 **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 electricity consumption.
- 21 **CREDIT CHECKS**  
We may decide to undertake a credit check on you through a credit reporting agency. Any credit checks will be conducted in accordance with the energy laws, the Privacy Act 1988 (Cth) and the Code or Regulations and guidelines set out by the Australian Information Commissioner.
- 22 **PAYING YOUR BILL**
- 22.1 **What you have to pay**  
You must pay to us the amount shown on each bill by the date for payment (due date) on the bill.
- 22.2 **Pay on time discount**
- 22.2.1 You will receive a pay on time discount in relation to a bill we send you if:  
a. your welcome pack indicates that you are entitled to a pay on time discount; and  
b. you pay us the full amount due for that bill by the due date.
- 22.2.2 If you do not pay a bill we send you by the due date you will no longer be entitled to a pay on time discount for that bill even if you pay that bill by the new due date specified in a reminder notice.
- 22.3 **Issue of reminder notices**  
If you have not paid your bill by the due date, we will send you a reminder notice that payment is required.
- 23 **DIFFICULTIES IN PAYING**
- 23.1 If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- 23.2 If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan.
- 23.3 Additional protections may be available to you under our Customer Hardship Policy and under the Code or Regulations if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.
- 23.4 **Merchant and dishonour fees**
- 23.4.1 If you pay your account using a payment method that requires us to pay a merchant service fee, we may recover that merchant service fee from you by adding it to a later bill we send you. Details of any merchant service fee applying from time to time to a payment method will be included on your bill.
- 23.4.2 If your payment to us is dishonoured or reversed through a fault of yours and we incur a fee, we may recover that fee from you and charge you an administration fee of up to \$25. The reversal or dishonouring of your payment does not relieve you of the obligation to make that payment to us.
- 23.5 **Shortened collection cycle**
- 23.5.1 We may place you on a shortened bill collection cycle if:  
a. where you are a residential customer, you are not experiencing payment difficulties (as determined by us under the Code or Regulations);

- b. where we have given you reminder notices for 3 consecutive bills or disconnection warning notices for 2 consecutive bills; and
- c. where we have given you a notice informing you:
  - i. about the prospect of a shortened collection cycle;
  - ii. that a shortened collection cycle means you will not receive a reminder notice until you have paid three consecutive bills in your billing cycle by the due date;
  - iii. that alternate payment arrangements may be available; and
  - iv. that you can contact us for further information.

23.5.2 A shortened bill collection cycle will require you to pay your bill within a shortened period than normal. If we place you on a shortened collection cycle we will give you notice within 10 business days of doing so.

## **24 UNDERCHARGING AND OVERCHARGING**

### **24.1 Undercharging**

If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:

- a. we will not charge interest on the undercharged amount; and
- b. we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over a 12 month period.

24.1 The maximum amount we can recover from you is limited to the amount that has been undercharged in the nine (9) months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

### **24.2 Overcharging**

- 24.2.1 Where you have been overcharged by \$50 or less, and you have already paid the overcharged amount, we must credit that amount to your next bill after we become aware of the overcharging.
- 24.2.2 Where you have been overcharged by more than \$50, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we will credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- 24.2.3 If you have stopped buying electricity from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.

### **24.3 Reviewing your bill**

- 24.3.1 If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- 24.3.2 When you request that we review your bill, we can (at your request) arrange for a check of the meter reading or metering data or for a test of the meter. If the meter test indicated that the meter is operating in accordance with the energy law requirements for meters, you must pay us the cost of the test and the unpaid amount of your bills and we will send you a bill for these amounts.
- 24.3.3 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:
  - a. the portion of the bill that you do not dispute; or
  - b. an amount equal to the average of your bills in the last 12 months.

## **25 INCENTIVES AND PRICE MATCHING**

### **25.1 Sign up incentive**

- 25.1.1 Any incentive we have offered to give you in exchange for entering into this agreement is set out in your welcome pack.
- 25.1.2 We will provide this on the basis set out in your welcome pack.
- 25.1.3 If you are to receive a non-cash incentive and your billing address is a post office box or is not suitable for the form of delivery we choose for it, we will attempt to contact you to arrange an alternative delivery address. If we are not able to contact you within a reasonable time, we may arrange for your non-cash incentive to be delivered to the premises where we supply you electricity.
- 25.1.4 If you fail to receive your non-cash incentive because you have not provided us with your correct address, we may not be able to provide you with a replacement incentive.
- 25.1.5 We may choose not to provide an incentive to you if you terminate this agreement prior to paying your first bill from us.
- 25.1.6 If any part of a particular non-cash incentive is unavailable, we will contact you to seek to arrange a suitable alternative.

## **26 METERS**

- 26.1 You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).
- 26.2 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.
- 26.3 You acknowledge that failure to provide access to your meter can result in continuous estimated bills being issued and could result in the disconnection of your premises.

## **27 SECURITY DEPOSITS**

### **27.1 Security deposit**

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

### **27.2 Interest on security deposits**

Where you have paid a security deposit, subject to clause 27.3 we must pay you interest on the security deposit at a rate and on terms required by the Code or Regulations.

### **27.3 Use of a security deposit**

- 27.3.1 We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this agreement:

- a. if you fail to pay a bill and as a result we arrange for the disconnection of your premises, once the period in which you could have a right of reconnection under clause 29 has expired; or
- b. in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing electricity from us at your premises or when you request that your premises be disconnected).

- 27.3.2 If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you and repay the balance of your security deposit to you within 10 business days.

### **27.4. Return of security deposit**

- 27.4.1 We must return the unused portion of your security deposit and any accrued interest within 10 business days after:

- a. you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or
- b. subject to clause 28.3 of this agreement, you stop purchasing electricity at the relevant premises under this agreement.

- 27.4.2 We will credit the amount of the security deposit, together with any accrued interest, to your next bill unless you give us reasonable instructions otherwise.

## **28 DISCONNECTION OF SUPPLY**

### **28.1 When can we arrange for disconnection?**

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

- 28.1.1 you do not pay your bill by the due date and, if you are a residential customer, you:
  - a. fail to comply with the terms of an agreed payment plan; or
  - b. do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- 28.1.2 you do not provide a security deposit we are entitled to require from you;
- 28.1.3 you do not give access to your premises to read a meter (where relevant) for three (3) consecutive meterreads;
- 28.1.4 there has been illegal or fraudulent use of electricity at your premises in breach of clause 30 of this agreement; or
- 28.1.5 we are otherwise entitled or required to do so under the Code or Regulations or by law.

### **28.2 Notice and warning of disconnection**

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Code or Regulations. However, we are not required to provide a warning notice prior to disconnection in certain circumstances permitted by the energy laws.

### **28.3 When we must not arrange disconnection**

Subject to clause 28.3.2, your premises may not be disconnected during the following times (the protected period):

- a. on a business day before 8.00am or after 2.00pm for a residential customer or 3.00pm for a business customer;
- b. on a Friday or the day before a public holiday;
- c. on a weekend or a public holiday;
- d. on the days between 20 December and 31 December (both inclusive) in any year; or
- e. if you are being disconnected under clause 28.1.1 during an extreme weather event.

#### **28.3.1 Your premises may be disconnected within the protected period:**

- a. for reasons of health and safety;
- b. in an emergency;
- c. as directed by a relevant authority;
- d. if permitted under your customer connection contract or under the energy laws;
- e. if you request us to arrange disconnection within the protected period;
- f. 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
- g. where the premises are not occupied.

### **29 RECONNECTION AFTER DISCONNECTION**

29.1 We must use our best endeavours to arrange for your distributor to reconnect your premises if, within 10 business days of your premises being disconnected:

29.1.1 you ask us to arrange for reconnection of your premises;

29.1.2 you rectify the matter that led to the disconnection; and

29.1.3 you pay any reconnection charge (if requested).

29.1.4 We may terminate this agreement 10 business days following disconnection if you do not meet the requirements in clause 28.

### **30 WRONGFUL AND ILLEGAL USE OF ELECTRICITY**

#### **30.1 Use of electricity**

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

30.1.1 illegally use electricity supplied to your premises or use the electricity in an activity which is illegal;

30.1.2 interfere or allow interference with any electricity equipment that is at your premises except as may be permitted by law;

30.1.3 use the electricity supplied to your premises or any electricity equipment in a manner that:

- a. unreasonably interferes with the connection or supply of electricity to another customer; or
- b. causes damage or interference to any third party;

30.1.4 allows electricity purchased from us to be used otherwise than in accordance with this agreement and the Code or Regulations; or

30.1.5 tamper with, or permit tampering with, any meters or associated equipment.

### **31 NOTICES AND BILLS**

31.1 Notices and bills under this agreement must be sent in writing, unless this agreement or the Code say otherwise.

31.2 A notice or bill sent under this agreement is taken to have been received by you or by us (as relevant):

31.2.1 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);

31.2.2 on the date 2 business days after it is posted; or

31.2.3 on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

31.2.4 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.

### **32 DEFAULT INFORMATION**

32.1 We collect credit-related personal information from you (directly or through the operation of your account with us), from credit reporting bodies (CRBs) and other credit providers where this is permitted under Part IIIA of the Privacy Act 1988 (Cth). We may also generate this information ourselves, through our own analysis.

- 32.2 The credit-related personal information we may collect, generate and hold includes:
- a. details of credit payments of \$150 or more (or a higher amount prescribed by regulation) owed to us that are overdue for more than 60 days that you have been notified of (and whether you have subsequently repaid the overdue amount) (Default Information);
  - b. whether you have committed a serious credit infringement;
  - c. credit-related court proceedings and personal insolvency information;
  - d. publicly available credit-related information;
  - e. a credit rating or score that is calculated by a CRB (or by us using information from a CRB) and that has a bearing on your creditworthiness; and
  - f. administrative information relating to credit provided by us.
- 32.3 We may disclose credit related personal information about you (including Default Information) to CRBs:
- a. to undertake debt recovery and enforcement activities;
  - b. to participate in the credit reporting system (including by providing credit-related personal information to CRBs and other credit providers); and
  - c. for other purposes required or authorised by law,
  - d. and CRBs may include the information we provide them in reports provided to other credit providers, to assist them in assessing your credit-worthiness.
- 32.4 For more information about how we deal with credit related personal information and your rights please refer to our Privacy Policy on our website.

### **33 PRIVACY ACT NOTICE**

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

### **34 COMPLAINTS AND DISPUTE RESOLUTION**

#### **34.1 Complaints**

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

34.1.2 Our standard complaints and dispute resolution procedures are published on our website.

#### **34.2 Our obligations in handling complaints**

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

34.2.1 of the outcome of your complaint and the reasons for our decision; and

34.2.2 If we are still unable to resolve the issue satisfactorily, you may take the matter to the Energy Ombudsman in your state, who are contactable as overleaf:

- Energy and Water Ombudsman Queensland — phone 1800 662 837; post PO Box 3640 South Brisbane BC QLD 4101; and email [info@ewoq.com.au](mailto:info@ewoq.com.au);
- Energy and Water Ombudsman of New South Wales — phone 1800 246 545 9am to 5pm Monday to Friday; post Reply Paid K1343, Haymarket NSW 1239; and email [omb@ewon.com.au](mailto:omb@ewon.com.au);
- Energy Industry Ombudsman South Australia — phone 1800 665 565 8:30am to 5pm Monday to Friday; post GPO Box 2947 Adelaide SA 5001; and email [contact@ewosa.com.au](mailto:contact@ewosa.com.au);
- Energy and Water Ombudsman Victoria — phone 1800 500 509; post GPO Box 469 Melbourne VIC 3009 and email [ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au).

### **35 FORCE MAJEURE**

#### **35.1 Effect of force majeure event**

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

35.1 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

35.1.2 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.

### 35.2 **Deemed prompt notice**

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

### 35.3 **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.

## 36 **APPLICABLE LAW**

The laws of New South Wales, Queensland, South Australia and Victoria govern this agreement.

## 37 **RETAILER OF LAST RESORT EVENT**

If we are no longer entitled by law to sell electricity to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under the energy laws 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 agreement will come to an end.

## 38 **GENERAL**

### **Our obligations**

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

38.1.1 we are taken to have complied with the obligation if another person does it on our behalf; and if the obligation is not complied with, we are still liable to you for the failure to comply with this agreement.

### 38.2 **Amending this agreement**

This agreement may only be amended in accordance with the procedures set out in the Electricity Industry Act and the Code or Regulations.

### 38.3 **Assignment**

We may assign this agreement to any person who acquires our electricity retail business without obtaining your consent. You may not assign this agreement without our prior written consent.

## 39 **SIMPLIFIED EXPLANATION OF TERMS**

**billing cycle** means the regular recurrent period for which you receive a bill from us as set out in your welcome pack or applying under clause 20;

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

**Code or Regulations** means the Energy Retail Code or Regulations issued by the Essential Services Commission;

**customer** means a person who buys or wants to buy electricity from a retailer;

**customer connection contract** means a contract between you and your distributor relating to the distribution or supply of electricity by the distributor to your premises and includes a deemed distribution contract arising under section 40A of the Electricity Industry Act;

**customer retail contract** means a contract between a small customer and a retailer for the sale of electricity by the retailer to that small customer for a particular premises;

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

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

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

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

**energy law** means national and State and Territory laws and rules relating to electricity 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)); 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;

**Regulations** means the National Electricity Retail Regulations as amended from time to time;

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

**retailer** means a person that is authorized to sell electricity to customers;

**RoLR event** means an event that triggers the operation of the Retailer of Last Resort scheme under the energy laws;

**security deposit** means an amount of money paid to us as security against non-payment of a bill (including a refundable advance) in accordance with the Code or Regulations;

**small customer** means:

- a. a residential customer; or
- b. a business customer who consumes electricity at or below a level determined under the applicable legislation

**smart meter** means an interval meter designed to transmit data to a remote locality that meets the functionality requirements for advanced metering infrastructure;

**standing offer prices** means our electricity prices published in the Victorian Government Gazette from time to time under section 35(3) of the Electricity Industry Act or in accordance with the National Electricity Retail Regulations;

**welcome pack** means:

where you entered into this agreement over the telephone, the letter we provided to you shortly after that telephone call setting out the key terms (including any fixed term) of our agreement with you (and which attaches this agreement)

## **40 INTERPRETATION**

### **40.1 In this agreement:**

40.1.1 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this agreement;

40.1.2 a reference to:

- a. a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
- b. a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- c. a person includes the legal personal representatives, successors and assigns of that person;
- d. any body which no longer exists or has been reconstituted, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body;
- e. this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- f. the singular includes the plural and vice versa; and
- g. the expressions 'including' or 'includes' are not terms of limitation.

40.1.3 This agreement contains the entire understanding between the parties as to the subject matter contained in it and, to the extent permitted by law, all previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this agreement and have no effect.

# Concession Form

**Note:** Electricity account holder for the premise to complete.

**This consent will be used for the sole purpose of authorising Centrelink to provide information to People Energy Pty Ltd to assess my eligibility in relation to concessions or services provided by People Energy.**

**Dear People Energy,**

I,

ELECTRICITY ACCOUNT HOLDER

of Account Reference Number ,

PEOPLE ENERGY ACCOUNT NUMBER

is the person solely liable or a person jointly liable in respect of the charge for energy shown on an account issued by People Energy.

**I authorise:**

- People Energy Pty Ltd to use Centrelink Confirmation eServices to perform a Centrelink or DVA enquiry of my Centrelink or Department of Veterans' Affairs Customer details and concession card status in order to enable the business overdetermined if I qualify for a concession, rebate or service.
- The Australian Government Department of Human Services (the department) to provide the results of that enquiry to People Energy Pty Ltd.

**I understand that:**

- The department will use information I have provided to People Energy Pty Ltd to confirm my eligibility for any relevant concession/rebate/services and will disclose to People Energy Pty Ltd personal information including my name, address and concession card type and status.
- This consent, once signed, remains valid while I am a customer of People Energy Pty Ltd unless I withdraw it by contacting People Energy Pty Ltd or the department.
- I can obtain proof of my circumstances/details from the department and provide it to People Energy Pty Ltd so that my eligibility for any relevant concession/rebate/service can be determined.
- If I withdraw my consent or do not alternatively provide proof of my circumstances/details, I may not be eligible for the concession/rebate/service provided by People Energy Pty Ltd.

Concession Card Type

☐

Pensioner Concession Card

☐

Health Care Card

Other Card Name

Customer Reference Number

Concession Card Start Date

DD / MM / YYYY

Concession Card Expiry Date

DD / MM / YYYY

Primary Residence Address

Customer Name

Signature

Date Signed

DD / MM / YYYY



## Section 82 Australian Consumer Law Unsolicited Consumer Agreement

# Cancellation Notice

### Right to cancel this agreement within 10 business day cooling-off period:

You have a right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

### Extended right to cancel this agreement:

If we have not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting us, either verbally or in writing.

**Refer to the information attached to this agreement.** You may have up to 6 months to cancel this agreement in certain circumstances.

**To cancel this agreement in writing, complete this notice and send it to us. Alternatively, write a letter or send an email using the contact details below.**

<b>Name</b>	People Energy Pty Ltd ABN 20 159 727 401
<b>Physical Address</b>	Suite 2, Level 8, 63 Exhibition Street, Melbourne, VIC 3000
<b>Mailing Address</b>	Locked Bag 5757, Melbourne, Melbourne VIC 3001
<b>Email Address</b>	info@peopleenergy.com.au
<b>Phone Number</b>	1300 788 970
<b>Fax Number</b>	(03) 8692 5002
<b>Details of Goods</b>	Electricity Supply Contract

**or Services  
supplied under  
this agreement**

**Date of agreement**

Name

Address

### I WISH TO CANCEL THIS AGREEMENT

Signature

Date Signed

  
DD / MM / YYYY

Reason for Cancellation

# Direct Debit Form

I/We request People Energy Pty Ltd to arrange for funds to be debited from my/our nominated account at the financial institution as per schedule below. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the Direct Debit Terms and Conditions.

Account Number

Customer Name

Address

Phone Number

Email Address

**Schedule:** Payments will be debited on the due date. If the scheduled date is not a business day, the debit will take place on the next business day.

## YOUR BANK ACCOUNT DETAILS

**Note:** Direct Debiting is not available on all accounts. If in doubt, refer to your financial institution.

Bank Name

Bank Branch

Account Name

BSB Number

Account Number

## ACKNOWLEDGEMENT

I/We have read and agree to the Direct Debit Terms and Conditions attached. I/We request that this Direct Debit Request remain in force until canceled, deferred or otherwise altered in accordance with the Direct Debit Terms and Conditions. I/We confirm the account details set out above are correct and that this Direct Debit Request is signed by the number of authorised

1. Signature(s)

Date

2. Signature(s)

Date

## Direct Debit Terms and Conditions between both you the customer and People Energy Pty Ltd

- Ensure your nominated bank account can accept Direct Debit through the Bulk Electronic Clearing System (BECS) as BECS is not available through all Financial Institutions.
- If your energy account has an overdue amount prior to the Direct Debit agreement commencing, this amount will be debited from your nominated financial account along with your first scheduled Direct Debit payment.
- If your nominated Direct Debit account is either to be transferred or closed you must provide us with at least five business days prior notice.
- Payments falling on a non-business day will be deducted from your nominated financial account on the next business day.
- People Energy will deduct payment to a maximum of the amount due on your account at the Due Date of that account unless otherwise specified by you.
- People Energy will discontinue your Direct Debit arrangement if three consecutive payments are refused by your financial institution. You must then pay your energy bills using another People Energy payment option.
- If you wish to change your Direct Debit agreement (including your bank details), you must provide People Energy with a new authority at least five business days prior to the next scheduled payment.
- To terminate your Direct Debit agreement you must either over the phone or in writing notify People Energy or your financial institution at least five business days prior to your next scheduled payment.
- If you cancel your Direct Debit authority by notifying your financial institution, you must use your best endeavours to notify People Energy as soon as practicable after the cancellation.
- If you cancel your Direct Debit Authority, People Energy will make best endeavours to notify your financial institution and we will no longer rely on this Direct Debit authority.
- If you cease being a customer of People Energy, a final account will be sent to you and the amount due will be debited from your nominated financial account. Thereafter your Direct Debit authority will be cancelled.
- People Energy reserves the right to, at any time, withdraw this product or stop or change a Direct Debit agreement with 14 days prior notice
- In the event that People Energy ceases to trade or a retailer of last resort scheme occurs; all Direct Debit authorities will be cancelled promptly and both you and your financial institution will be notified.
- If you wish to raise a dispute about any agreement details or your Direct Debit Payments please contact People Energy's Customer Service Team on 1300 788 970.

### Fees and Charges

- Bank transaction fees and Government taxes may apply.
- If sufficient funds are not available in your nominated financial account at the time of processing a payment, a dishonour fee may be charged by both your financial institution and People Energy to cover reasonable administrative and processing costs.

### Privacy and Confidentiality

We will keep all information about your nominated bank account private and confidential, only to be disclosed at the request of you, the Customer, or your Financial Institution in connection with a claim made to an alleged incorrect or wrongful debit.

## HOW TO CONTACT US

### Enquiries

You can contact us directly or alternatively contact your financial institution. These should be made at least 7 working days prior to the next scheduled drawing date.

Alternatively, you can contact us via:

**Phone:** 1300 788 970

**Email:** [care@peopleenergy.com.au](mailto:care@peopleenergy.com.au)

**Mail:** Locked Bag 5757, Melbourne GPO, VIC 3000

Please include your Account Number in all your communication sent.

Interpreter Service  
(Call 131 450)

خدمة الترجمة الفورية  
翻譯服務  
Tumač  
Υπηρεσία διερμηνείας  
Servizio di interpretariato  
Servicio de interpretación  
Dịch vụ thông dịch

If you are deaf, or have a hearing or speech impairment:  
Contact us through the National Relay  
Service <https://nrscaptions.nrscall.gov.au/>