

# Electricity Industry Act 2000

PEOPLE ENERGY PTY LTD ABN 20 159 727 401

Deemed and Standing Terms and Conditions to residential and small business customers pursuant to section 35 and 39 of the **Electricity Industry Act 2000** effective 01 March 2015 until such time as the terms and conditions are varied.

## PREAMBLE

This agreement is about the sale of energy to you as a small customer at your premises. It is a standard retail contract that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this agreement, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the Energy Retail Code ('the Code') sets out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

More information about this agreement and other matters is on our website [www.peopleenergy.com.au](http://www.peopleenergy.com.au).

## 1. THE PARTIES

This agreement is between:

People Energy Pty Ltd ACN 159 727 401 who sells energy to you at your premises (in this agreement referred to as "we", "our" or "us"); and

You, the customer to whom this agreement applies (in this agreement referred to as "you" or "your").

## 2. DEFINITIONS AND INTERPRETATION

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

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

### 3.1 These are our terms and conditions

This agreement sets out the terms and conditions for a standard retail contract for a small customer under the Code.

### 3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- (a) you are a small customer; and
- (b) you request us to sell energy to you at your premises; and
- (c) you are not being sold energy for the premises under a market retail contract.

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

### 4.1 When does this agreement start?

This agreement starts on the date you satisfy any pre-conditions set out in the Code, including giving us acceptable identification and your contact details for billing purposes.

### 4.2 When does this agreement end?

- (a) This agreement ends:
  - (i) if you give us a notice stating you wish to end the agreement—subject to paragraph(b), on a date advised by us of which we will give you at least 5 but no more than 20 business days notice; or

- (ii) if you are no longer a small customer:
    - (A) subject to paragraph(b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days notice; or
    - (B) if you have not told us of a change in the use of your energy—from the time of the change in use; or
  - (iii) if we both agree to a date to end the agreement—on the date that is agreed; or
  - (iv) if you start to buy energy for the premises from us or a different retailer under a new customer retail contract—on the date after the expiry of the cooling off period for that new customer retail contract; or
  - (v) if a different customer starts to buy energy for the premises—on the date that customer's contract starts; or
  - (vi) if the premises are disconnected and you have not met the requirements in the Code for reconnection—10 business days from the date of disconnection.
- (b) 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.
  - (c) You will continue to be responsible for charges for the premises:
    - (i) until the later of the date 3 business days after you gave us notice under clause 4.2(a) or the date you actually vacate the premises;
    - (ii) where you demonstrate to us that you were evicted or otherwise forced to vacate the premises, until the date you gave us notice of this occurring; or
    - (iii) otherwise, until the date your agreement ends in accordance with clause 4.2 of this agreement.

- (b) 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 paragraph(a) (i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
- (c) 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.

#### **4.3 Vacating your premises**

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this agreement.

## **5. SCOPE OF THIS AGREEMENT**

### **5.1 What is covered by this agreement?**

- (a) Under this agreement we agree to sell you energy at your premises. We also agree to meet other obligations set out in this agreement 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 agreement ends under clause 4.2 even if you vacate the premises earlier; and
  - (ii) to pay the amounts billed by us under this agreement; and

(iii) to meet your obligations under this agreement and the energy laws.

## **5.2 What is not covered by this agreement?**

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 energy to your premises. This is the role of your distributor under a separate contract called a customer connection contract.

## **6. YOUR GENERAL OBLIGATIONS**

### **6.1 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.

### **6.2 Updating information**

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

### **6.3 Life support equipment**

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

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

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

If you cannot meet an obligation relating to your premises under this contract because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other

person responsible for the premises fulfils the obligation.

## **7. OUR LIABILITY**

- (a) The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this agreement.
- (c) Unless we have acted in bad faith or negligently, the National Electricity Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

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

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

- (a) Our tariffs and charges for the sale of energy to you under this agreement are our standing offer prices. These are published on our website and include your distributor's charges.
- (b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

#### **Note:**

We do not impose any charges for the termination of this agreement.

### **8.2 Changes to tariffs and charges**

- (a) If we vary our standing offer prices, we will publish the variation in the Victoria Government Gazette, a newspaper and on our website at

least 10 business days before it starts. We will also include details with your next bill if the variation affects you.

- (b) Our standing offer prices will not be varied more often than once every 6 months.

### **8.3 Variation of tariff due to change of use**

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our standing offer prices:

- (a) if you notify us there has been a change of use—from the date of notification; or
- (b) if you have not notified us of the change of use—retrospectively from the date the change of use occurred.

This clause does not limit the obligations we have concerning variations to our standing offer prices contained in the energy laws.

### **8.4 Variation of tariff or type of tariff on request**

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:
  - (i) transfer you to that other tariff within 10 business days; or
  - (ii) transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if needed).

### **8.5 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.

### **8.6 GST**

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this agreement 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 agreement is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## **9. BILLING**

### **9.1 General**

We will send a bill to you as soon as possible after the end of each billing cycle. A billing cycle will be not less than 3 months, unless you have given us your explicit informed consent to a shorter billing cycle. 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.

Where you ask us to bill you more frequently than every 3 months or where you ask for a paper bill to be delivered by post, we may require you to pay an additional charge for doing so.

### **9.2 Calculating the bill**

Bills we send to you ('your bills') will contain all the information required by the Code and will be calculated on:

- (a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Code); and
- (b) the amount of fees and charges for any other services provided under this agreement during the billing cycle; and

- (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.

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than 2 years.

### 9.3 Estimating the energy usage

- (a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent. We must obtain your 'explicit informed consent' (as defined in the Code) to base your bill on an estimate, unless the meter cannot be read or the metering data is not obtained.

### 9.5 Bill smoothing

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

- (b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:

## 10. PAYING YOUR BILL

### 10.1 What you have to pay

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

- (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.

### 10.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further pay-by date for payment which will be not less than 20 business days after we initially issued your bill.

- (c) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.

### 10.3 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.

- (d) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or if you have been convicted of an offence involving the illegal use of energy in the previous 2 years.

### 9.4 Your historical billing information

- (c) Additional protections may be available to you under our Customer Hardship Policy and

under the Code if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

(b) 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 must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

## 11. METERS

- (a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).
- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.

(c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.

(d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

## 12. UNDERCHARGING AND OVERCHARGING

### 12.1 Undercharging

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

### 12.3 Reviewing your bill

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

### 12.2 Overcharging

- (a) 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.

## 13. SECURITY DEPOSITS

### 13.1 Security deposit

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

relevant premises under this agreement.

- (b) If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

### 13.2 Interest on security deposits

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

## 14. DISCONNECTION OF SUPPLY

### 14.1 When can we arrange for disconnection?

### 13.3 Use of a security deposit

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

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

- (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises, once you no longer have a right of reconnection under clause 15(a); or
- (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).

- (a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:
- (i) fail to comply with the terms of an agreed payment plan; or
  - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;

- (b) 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.

- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this agreement; or

### 13.4 Return of security deposit

- (a) We must return your security deposit and any accrued interest to you within 10 business days after:

- (e) we are otherwise entitled or required to do so under the Code or by law.

- (i) 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
- (ii) subject to clause 14.3 of this agreement, you stop purchasing energy at the

### 14.2 Notice and warning of disconnection

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

- 14.3 When we must not arrange disconnection**
- (a) Subject to paragraph(b), your premises may not be disconnected during the following times ('the protected period'):
- (i) on a business day before 8.00am or after 2.00pm for a residential customer or 3.00pm for a business customer; 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.
- (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 permitted under your customer connection contract or under the energy laws; or
  - (v) if you request us to arrange disconnection within the protected period; or
  - (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
  - (vii) where the premises are not occupied.

within 10 business days of your premises being disconnected:

- (i) you ask us to arrange for reconnection of your premises; and
  - (ii) you rectify the matter that led to the disconnection; and
  - (iii) you pay any reconnection charge (if requested).
- (b) We may terminate this agreement 10 business days following disconnection if you do not meet the requirements in paragraph (a).

## 16. WRONGFUL AND ILLEGAL USE OF ENERGY

### 16.1 Use of energy

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

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that:
  - (i) unreasonably interferes with the connection or supply of energy to another customer; or
  - (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this agreement and the Code; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## 15. RECONNECTION AFTER DISCONNECTION

- (a) We must request your distributor to reconnect your premises if,

## 17. NOTICES AND BILLS

- (a) Notices and bills under this agreement must be sent in

writing, unless this agreement or the Code say otherwise.

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

(i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or

(ii) on the date 2 business days after it is posted; or

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

(c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## 18. PRIVACY ACT NOTICE

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

## 19. COMPLAINTS AND DISPUTE RESOLUTION

### 19.1 Complaints

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

#### Note:

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

### 19.2 Our obligations in handling complaints

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

(a) of the outcome of your complaint and the reasons for our decision; and

(b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Victoria.

## 20. FORCE MAJEURE

### 20.1 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'):

(a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and

(b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

### 20.2 Deemed prompt notice

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

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

A party that claims a force majeure event must use its best endeavours to

remove, overcome or minimise the effects of that event as soon as practicable.

#### 20.4 Settlement of industrial disputes

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

### 21. APPLICABLE LAW

The laws of Victoria govern this agreement.

### 22. RETAILER OF LAST RESORT EVENT

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under the Electricity Industry Act 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.

### 23. GENERAL

#### 23.1 Our obligations

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:

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

#### 23.2 Amending this agreement

- (a) This agreement may only be amended in accordance with the procedures set out in the Electricity Industry Act.
- (b) We must publish any amendments to this agreement on our website.

### Simplified explanation of terms

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

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

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

**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 relating to the distribution or supply of energy 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 energy 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 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;

**Electricity Industry Act** means the *Electricity Industry Act 2000* (Vic).

**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;

**energy laws** means 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));

**market retail contract** means a customer retail contract that is not based on these standard retail contract terms;

**National Electricity Law** means the National Electricity Law as set out in the Schedule to the *National Electricity (South Australia) Act 1996 (SA)*, as applying in the State of Victoria under Part 2 of the *National Electricity (Victoria) Act 2005 (Vic)*;

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

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

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

**RoLR** event means an event that triggers the operation of the Retailer of Last Resort scheme under the Electricity Industry Act;

**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;

**small customer** means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the Electricity Industry Act ;

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