



CUSTOMER **CHARTER**

**VICTORIAN RESIDENTIAL
AND SMALL BUSINESS CUSTOMERS**

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1. ABOUT THIS CHARTER

This Customer Charter provides you with a summary of your rights, entitlements and obligations under your electricity Agreement with People Energy and under the laws and regulations that governs the Victorian electricity industry.

We are required to comply with a range of applicable laws and regulations including the Electricity Industry Act 2000 (Vic), the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law (Victoria) and the Privacy Act 1988 (Cth). We must also comply with the various codes and rules applying to the Marketing and sale of energy in Victoria, including the Energy Retail Code published by the Essential Services Commission. In this charter, we describe such laws, regulations, codes and rules as the 'energy laws'.

You may request a further copy of our Customer Charter by contacting us on **1300 788 970**. Our Customer Charter is also available from our website.

IF YOU REQUIRE A LARGE PRINT COPY OF OUR CHARTER WE CAN PROVIDE THIS TO YOU ON REQUEST.

2. WHO IS PEOPLE ENERGY?

People Energy is an independent electricity retailer licensed to sell electricity in Victoria.

With us you can be confident that you have signed up with a straight forward, easy to understand, customer focused energy provider. We understand that electricity has not always been easy to understand, so it's a core value of People Energy to focus on the simple and transparent products and services.

3. OUR AGREEMENT WITH YOU FOR THE SALE OF ELECTRICITY

Set out below is a brief description of the types of Agreements we Offer to our residential and small business customers. Your Agreement with People Energy will be one of these types of Agreements.

3.1 Market Agreement:

You will have entered into a Market Agreement with us if you have accepted a Market Offer from us. The terms, conditions, charges and period of your Market Agreement will be as set out in the Market Terms and Conditions and Welcome Letter we provide to you after you agreed to enter into the Market Agreement with us. Your Welcome Letter will set out the terms of the specific energy plan you have chosen.

3.2 Standard Agreement:

Besides our Market Agreement, we also Offer Victorian residential and small business customers the opportunity to enter into a Standard Agreement with us. A Standard Agreement will be based on the Standing Offer tariffs applicable to your premises and the Standard Terms and Conditions we publish in the Victorian Government Gazette, as varied from time to time. These are not fixed term Agreements.

If you are a domestic or small business customer you can accept our Standing Offer for your premises by contacting us and requesting to do so. You will also be deemed to be taking electricity from us under a Standard Agreement (based on our applicable Standing Offer tariff and our Standard Terms and Conditions) for a short period of time if you take electricity at a premises for which we are the responsible electricity retailer without having entered into a different Agreement with us or another retailer.

4. PAY ON TIME DISCOUNT

In some instances depending on the terms of your Market Agreement, we will give you a discount if you pay your bill in full and on time. The terms of this pay on time discount will be stated in your Market Agreement.

Our Standard Agreement do not include a pay on time discount, but if you are on a Standard Agreement and would like to discuss whether you can transfer to a Market Agreement with a pay on time discount please contact us on **1300 788 970**.

If any part of your account with us is in arrears you will not receive a pay on time discount.

5. COOLING OFF PERIOD

When you enter into a Market Agreement with us, your Agreement may be subject to a 10 business day cooling off period. If one applies, your welcome letter will set out how you can terminate the Agreement during the cooling off period. The cooling off period will commence on the business day after you receive this information.

6. TRANSFER TO US

We will obtain your Explicit Informed Consent before we transfer you to us as our customer. We will do this by clearly, fully and adequately disclosing to you all matters relevant to your new Agreement and your transfer to us and then seek your consent to these arrangements.

The method of your consent will depend on how you are in contact with us. Your consent will be obtained in writing if you are with a representative of ours. Your consent will be obtained verbally if we are speaking to you on the telephone.

We will ask you to confirm your consent electronically if you are signing up with us online.

Until your transfer to us has been completed, you will continue to be supplied by your existing retailer. In most cases, we commence supplying you with electricity after the next meter reading at your premises, however if you have a Smart meter your transfer may complete as soon as possible after your Cooling Off Period ends.

7. YOUR ELECTRICITY SUPPLY

Your electricity distributor owns and manages the poles and wires that deliver electricity to you and is a separate entity to People Energy. You cannot choose who your electricity distributor is.

Your electricity distributor is also responsible for the physical supply of electricity to your premises.

The supply of electricity may be subject to variations in voltage and frequency and may contain voltage surges, which may cause damage to your equipment. Unfortunately, we are unable to guarantee the quality and security of supply of electricity.

When you enter into an electricity Agreement with us, we will make sure your details are updated with your electricity distributor.

We are obliged to advise your local electricity distributor if we are aware that a person residing at your premises requires life support equipment.

It is your responsibility to notify us if you have life support equipment at your premises.

Please contact us on **1300 788 970** if you would like to discuss how to register your premises as having life support equipment.

8. ACCESS TO YOUR METER

You must allow us or our representative safe, convenient and unhindered access to your meter at all times.

The meter reader must carry or wear official identification and, on request, show that identification to you.

Please ensure that locked gates, dogs or other obstructions do not prevent access to your meter. As well as meter readings, you must allow your electricity distributor to do repair work or connect or disconnect supply.

9. ABOUT YOUR BILL

We will bill you for the amount of electricity you have consumed including network charges, metering costs, service to property charges and any applicable taxes such as GST.

We will issue you with a bill at the frequency agreed to under your Agreement. At a minimum we will bill you at least every three months.

You must pay us these charges and any other specific charges that apply to services we supply to you under your Agreement with us. Payment terms are 13 business days following the date of dispatch of your bill. Payment options are listed on the back of your bill.

We will include the following information on your bill:

- your name and account number, the relevant premises and your mailing address;
- the assigned National Meter Identifier (NMI) and meter number;
- a graph/information showing average daily consumption or estimated consumption for the relevant period and a comparison for the same period the previous year (if we hold that data);
- details of the tariffs and charges applicable to your bill and, if they changed, the periods they applied to;
- bill benchmark information for similar households within Victoria;
- whether the bill is based on an actual meter read or an estimate;
- the total amount you must pay;
- any price changes applicable to you;
- the billing period and the payment due date;
- any amount your account is in arrears or credit;
- if you have provided us with a security deposit (refundable advance), the amount of that deposit;
- any amount deducted, credited or received under a government funded energy charge rebate, concession or relief scheme (excluding business accounts) or under a payment plan;
- a summary of payment options and methods;
- details of the availability of concessions;
- our telephone number for billing and payment enquires and a 24 hour contact telephone number for faults and emergencies;
- the estimated period for your next scheduled meter reading (if applicable);
- in relevant languages, details of interpreter services; and
- if your bill is a reminder notice, contact details for our complaint handling process.

10. MERCHANT FEES AND DISHONOUR FEES

If you make a payment using a method that results in us incurring a Merchant Service Fee we will recover this fee from you.

If you make a payment and through your fault the payment is dishonoured or reversed resulting in us incurring a cost we may recover that cost from you plus an administration fee.

11. HISTORIC BILLING INFORMATION

We will retain historic billing data and provide it to you in accordance with the Energy Retail Code. We may charge you for this.

12. PROPORTIONATE BILLING

Where your bill covers a period other than your usual billing cycle or a period during which your tariffs and charges change, we will prepare your bill so that you are charged the correct tariffs and charges for the relevant portion of the billing period.

13. METER READING AND ESTIMATIONS

Your bill will generally be based on your actual meter readings but may in some circumstances be based on an estimate or substituted reading.

If we have given you an estimated bill and we subsequently read your meter or otherwise get a reliable meter reading, we will adjust your account with us to the extent permitted under the energy laws. We will also use best endeavours to read your meter at least once within any twelve-month period.

An estimated bill may either be:

- based on your historical billing data or, where we do not have your historical billing data, average consumption at the relevant tariff calculated over the period covered by the estimated bill; or
- based on your reading of the meter.

You can request that we replace an estimated bill with a bill based on our actual reading of your meter and we will do our best to comply. You may be charged an additional fee for this.

If you are responsible for us being unable to read your meter (blocked meter access) and you later request an actual reading you will be charged an additional service fee.

14. UNDERCHARGING

If we have undercharged or not charged you, we may include that amount on your next bill (and note there has been an adjustment) or issue a special bill.

We can only recover up to 9 months of any undercharged amounts unless the amount was undercharged or not charged as a result of your fault or unlawful act or omission.

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

15. OVERCHARGING

Where we have overcharged you we will contact you as soon as we have become aware of the error and repay the amount in accordance with your reasonable instructions and requirements under the energy laws.

16. SHORTENED COLLECTION CYCLE

We can place you on a shortened bill collection cycle if you ask us to.

We may also place you on a shorted collection cycle if we have given you reminder or warning notices for 2 consecutive bills and you are not experiencing payment difficulties.

If you pay 3 consecutive bills by the due date, we will return you to the billing cycle you were previously on.

17. REVIEW OF A BILL

We will review your bill at your request and inform you of the outcome within the time period applying under our complaints and dispute resolution procedures.

Before we review your bill, we may ask you to pay the undisputed amount of your bill or an amount calculated in accordance with the energy laws.

If the bill under review is found to be correct, you must either pay the unpaid amount or ask for a meter test.

If the meter test indicates that the bill is incorrect we will correct your account with us and you will not be responsible for the cost of the meter test. However if the meter is found to comply the energy law requirements the entire bill will be payable by you and we will charge you the cost of the meter test. This cost is a pass through from your electricity distributor.

18. HARDSHIP POLICY

People Energy recognises that any customer may experience times of genuine financial hardship.

We recognise that a customer experiences genuine financial hardship when that customer intends to pay, but is unable to, because of circumstances beyond the customer's control. This can be due to a number of things, such as unemployment, serious illness or death in the family, disability or other personal reasons.

We believe that a customer in these circumstances should not be subject to the additional burden and stress of being threatened with disconnection and collection action during the period of their genuine financial hardship.

We provide information on our Hardship Policy to all customers on a regular basis and on request. In addition, we have internal assessment processes that enable us to identify customers in genuine financial hardship.

A customer who is experiencing genuine financial hardship will not have his or her electricity supply disconnected, and will not face recovery action, as long as the customer continues to make payments according to the terms of their agreed payment plan or other agreed payment arrangement and remains in regular contact with People Energy on 1300 788 970.

19. CONCESSIONS

If you are eligible for a concession (for example, where you hold a concession card) rebate, government grant or wish to enquire whether you are eligible for a concession you can contact us on 1300 788 970 to make arrangements or discuss your eligibility.

Alternatively, the Department of Human Services in Victoria can give you information about your eligibility for concessions at their website www.dhs.vic.gov.au/concessions

20. DISCONNECTION

You are required to pay your electricity bills by the due date printed on each invoice. If you fail to pay your electricity bill or make alternative arrangements such as a payment plan, People Energy may disconnect your supply.

Disconnection would be an expensive and a disruptive process for both us and you.

Before we disconnect you we will use our best efforts to contact you, resolve any issue you may have and provide you with notice in accordance with the energy laws.

Disconnection may occur in circumstances including where:

- you ask us to disconnect;
- you have failed to make the required payments by the due date or you fail to adhere to a payment plan;
- you deny us access to your meter for three consecutive billing periods;
- you refuse to provide acceptable identification or to pay a refundable advance; or
- you use electricity illegally.

Where your account has been disconnected for up to 10 business days, People Energy may issue a final bill to you.

Your electricity distributor may need to temporarily disconnect your energy supply from time to time for maintenance, for safety reasons or in emergency situations.

A contact number for faults and disruptions will be included on your bill for reference in these circumstances.

We will not disconnect your electricity supply in the circumstances provided in the energy laws.

These include:

- where your premises are registered as having life support equipment (except where there is fraud or consumption of electricity otherwise than in accordance with the energy laws);
- where there is an unresolved complaint (that has been made in accordance with our standard complaints handling procedures) relating to the reason for the proposed disconnection;
- where you have an outstanding claim for a concession, rebate or relief scheme assistance;
- during an extreme weather event;
- for non-payment of a bill where the amount outstanding is less than the amount specified by the Essential Services Commission; or
- where the disconnection relates to the non-payment of a bill for goods or services other than electricity.

21. RECONNECTION

People Energy will reconnect your electricity supply on your request if the reason for your disconnection is resolved and any additional charges for reconnection have been paid.

Reconnection will occur:

- if your request for reconnection is before 3pm on a business day, on the day of the request; or

- if your request for reconnection is after 3pm on a business day, by the end of the following business day, unless your request is made before 9pm and you agree to pay an after hours reconnection fee, in which case we will reconnect you on the same business day that you made the request.

Reconnection may be able to occur quicker if your premises can be reconnected remotely.

22. MOVING INTO YOUR NEW PREMISES

You can connect the electricity at your premises in the following ways.

Where your premises already have an electricity supply – simply call on a business day for us to organise an initial meter read and connection. Connections are not done on a weekend or a public holiday. People Energy will let you know of any applicable connection fees or any further information we may need from you when you contact us.

New Energy Connection – if your premises are not already connected to the distribution network, People Energy can contact your electricity distributor to determine the availability of supply and to organise a new connection to your address. New connections can take some time and your earliest contact with People Energy is recommended. We will require certain information from you in order to arrange your connection.

23. MOVING OUT OF YOUR PREMISES

You must provide People Energy with prior notice before vacating your premises. You may be responsible for the cost of electricity consumed at the premises:

- if you give us notice that you are vacating the premises, until the end of 3 business days (or 10 business days for customers in certain rural areas) after we become aware of your desire that supply be disconnected;
- until a new customer has opened an account at the premises (with us or another retailer);
- until the supply of energy is disconnected.

The final meter reading and disconnection are not actioned on a Friday, weekend, public holidays, or the day before a public holiday. A forwarding address is required so a final bill can be sent and safe access for the final meter reading is required.

If your premises can be remotely disconnected, and we consider it is safe to do so, we will arrange for disconnection of your premises within 2 hours of your request.

24. VARIATION TO PRICE CHANGES

We will always endeavour to provide our customers with competitive prices however we may from time to time have to vary your prices to accommodate any increases in various costs such as CPI, distribution costs, wholesale costs or operating costs.

If we have to vary your prices this will be done in accordance with the terms of your Agreement with us and the 'energy laws'.

25. CREDIT

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' and the codes and guidelines set out by the Australian Information Commissioner.

In some circumstances, we may require you to pay a security deposit (refundable advance):

- including where you have fraudulently acquired or intentionally consumed electricity otherwise than in accordance with the 'energy laws' in the past 2 years;
- where we reasonably consider that you have an unsatisfactory credit history; or
- where you fail to provide us with acceptable identification.

26. COMPLAINTS & DISPUTE RESOLUTION

We understand how important our customers are and will always endeavour to provide a high level of service. If at any time you wish to make a complaint or raise a concern you should contact us first.

Concession Form

Please ensure that the form is completed as it appears on your concession card.

Concession Customer Details:

Title Mr Mrs Ms

First Name: _____

Last Name: _____

People Energy Account Number: _____

Concession Card Details:

Concession Card Type:

Pensioner Concession Card Health Care Card

Other Card Name: _____

Concession Card Number: _____

Card Start Date: _____ Card End Date: _____

Primary Residence: _____

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.

Customer Consent:

I authorise People Energy Pty. Ltd to use Centrelink Confirmation eServices to perform an enquiry of my Centrelink or Department of Veterans' Affairs Customer details and concession card status in order to enable People Energy to determine if I qualify for a concession, rebate or service. I also authorise the Australian Government Department of Human Services 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 relevant concessions, rebates and services and will disclose to People Energy Pty. Ltd personal information including my name, address, payment and concession card type and status. I understand that 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 understand I can obtain proof of my circumstances/details from the department such as income statements or a letter of confirmation from Centrelink and provide it to People Energy Pty. Ltd so that eligibility for relevant concession/rebate/services can be determined.

I understand that if I withdraw my consent or do not alternatively provide proof of my circumstances/details, I may not be eligible for the concessions provided by People Energy.

Customer Name _____

Signature _____ Date _____

A brochure is available from Centrelink that provides more details about the Centrelink Confirmation eServices or on Centrelink's website at www.centrelink.gov.au.

We will do our best to respond to your concerns promptly and in a timely manner in accordance with our complaints and dispute resolution procedures. Our complaints and dispute resolution procedures are available at our website or can be provided upon request.

If we are still unable to resolve your complaint in a satisfactory manner you have the right to request that your complaint is escalated to a higher level within our company. At this stage your concerns will be further investigated and we will endeavour to address your concerns again.

After this, if you still remain dissatisfied with the efforts we have made, you have a right to refer your concerns to the relevant state Ombudsman Scheme.

27. PROTECTING YOUR PRIVACY

We will comply with the Privacy Act 1998, including in relation to the collection, use and disclosure of your personal information.

A copy of our Privacy Policy is available to you on our website www.peopleenergy.com.au

28. CANCELLING YOUR AGREEMENT

You should check your Agreement with us (including the energy plan) and relevant details to see if it has a fixed term. If you are ending a fixed term Agreement before the agreed date, an early termination charge may apply.

We only require you to pay early termination charges for the early termination of a Market Agreement.

29. ENSURING YOUR CONTACT DETAILS ARE UP TO DATE

Ensuring your contact details are up to date. You must inform us as soon as possible of any relevant change to your contact details. You can do this by emailing us on info@peopleenergy.com.au or by phoning us on 1300 788 970.

Contact Details

PEOPLE ENERGY

Telephone Enquiries and Complaints	1300 788 970 (Residential)
Telephone Enquiries and Complaints	1300 780 025 (Business)
Telephone Interpreter Services	13 14 50
Facsimile	03 8692 5002
Email	info@peopleenergy.com.au
Website	www.peopleenergy.com.au

DEPARTMENT OF HUMAN SERVICES

Telephone Concession Line	1300 650 172
Mail Address	50 Lonsdale St, Melbourne, VIC 3000
Website	www.dhs.gov.au

ESSENTIAL SERVICES COMMISSION

Telephone	(03) 9032 1300 / 1300 664 969
Facsimile	(03) 9032 1303
Mail	Level 37, 2 Lonsdale St, Melbourne, VIC 3000
Email	reception@esc.vic.gov.au
Website	www.esc.vic.gov.au

Energy and Water Ombudsman (Victoria) (EWOV)

Telephone	1800 500 509 or 1800 500 529 for hearing
Facsimile	1800 500 549
Interpreter Services	13 14 50
Mail	GPO Box 469, Melbourne, VIC 3001
Website	www.ewov.com.au

CONTACT NUMBERS FOR THE VICTORIAN DISTRIBUTORS

Jemena	131 626
United Energy	132 099
Citi Power	131 280
Powercor	132 412
Ausnet	131 799

People Energy Pty Ltd

Locked Bag 5757,
Melbourne GPO VIC 3000

Residential: 1300 788 970

Business: 1300 780 025

www.peopleenergy.com.au