



# MARKET TERMS AND CONDITIONS

VICTORIAN RESIDENTIAL  
AND 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 (the Code) 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 who sells electricity 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 INTERPRETATIONS

2.1 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.

2.2 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. 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 these terms and conditions and the information set out in your welcome pack.

## 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. This will usually be the same day you accept our offer to supply electricity to you.

### 4.2 Cooling off period

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

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

### 4.3 When does this agreement end?

### 4.3.1 This agreement ends:

- a. if you give us notice that you are vacating the premises, subject to clause 4.3.2 – on the date 3 business days (or 10 business days for customers in certain rural areas) after we receive your notice;
- b. if you are no longer a small customer, subject to clause 4.3.2 – on the date 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 is 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 for reconnection – 10 business days from the date of disconnection.

4.3.2 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 4.3.1(a) or 4.3.1(b) until we have issued you a final bill and you have paid any outstanding amount for the sale of electricity.

4.3.3 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.

## 4.4 Vacating your premises

4.4.1 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 4.3.1(a) of this agreement.

4.4.2 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.

- 4.4.3 You will continue to be responsible for charges for the premises until your agreement ends in accordance with clause 4.3 of this agreement, unless the Code provides otherwise.

#### **4.5 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.

#### **4.6 Continuation of fixed term agreements**

- 4.6.1 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.
- 4.6.2 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 you. You may also cease to receive a pay on time discount from us.

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

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

- 5.1.1 Under this agreement we agree to sell you electricity at your premises. We also agree to meet other obligations set out in this agreement and to comply with the energy laws.
- 5.1.2 In return, you agree:
- to be responsible for charges for electricity supplied to the premises until this agreement ends under clause 4.3 even if you vacate the premises earlier; and
  - to pay the amounts billed by us under this agreement; and
  - to meet your obligations under this agreement and the energy laws.

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

- 5.2.1 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.

### **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 electricity changes (for example, if you start running a business at the premises).

#### **6.3 Life support equipment**

- 6.3.1 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.
- 6.3.2 You must promptly tell us if the life support equipment is no longer required at the premises.

### **7. OUR LIABILITY**

- 7.1 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, 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.
- 7.2 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.

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

## 8.1 What are our tariffs and charges?

- 8.1.1 Our tariffs and charges for the sale of electricity to you under this agreement will be as notified to you in your welcome pack.
- 8.1.2 Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are as set out in your welcome pack.

## 8.2 Changes to tariffs and charges

- 8.2.1 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) provided that the amount of any such increases (expressed as a percentage) do not exceed the percentage increase in our standing offer prices during the same period.
- 8.2.2 If we vary our tariffs and charges, we will set out details of the variation:
  - a. where you have a smart meter, in a notice to you not less than 20 business days prior to the commencement of the variation; or
  - b. otherwise, in your next bill after the variation.

## 8.3 Variation of tariff due to change of use

If a change in your use of electricity 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:

- 8.3.1 if you notify us there has been a change of use – from the date of notification; or
- 8.3.2 if you have not notified us of the change of use – retrospectively from the date the change of use occurred.

## 8.4 Other variations of tariff or type of tariff

- 8.4.1 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.
- 8.4.2 If you meet the requirements for another tariff or type of 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).
- 8.4.3 We may charge you an early termination fee under clause 4.5 if the transfer occurs prior to fixed term end date (as set out in your welcome pack).

## 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

- 8.6.1 Our tariffs and charges specified from time to time and other amounts payable under this agreement may be stated to be exclusive or inclusive of GST. Clause 8.6.2 applies unless an amount is stated to include GST.
- 8.6.2 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

- 9.1.1 We will send a bill to you as soon as possible after the end of each billing cycle. A billing cycle will not be 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.
- 9.1.2 We may require you to pay an additional charge:
  - a. if you ask us to bill you more frequently than every three months; or
  - b. where you ask for a paper bill to be delivered by post.

9.1.3 If, during this agreement, the meter at your premises is upgraded to have the capacity to record the amount of your electricity use during particular intervals, we may transfer you to monthly billing.

## **9.2 Calculating the bill**

Bills we send to you (your bills) will be calculated on:

- 9.2.1 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); and
- 9.2.2 the amount of fees and charges for any other services provided under this agreement during the billing cycle; and
- 9.2.3 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.

## **9.3 Estimating the electricity usage**

- 9.3.1 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.
- 9.3.2 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.
- 9.3.3 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.
- 9.3.4 If the meter has not been read due to your actions or inactions, 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.

## **9.4 Your historical billing information**

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.

## **9.5 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 electricity consumption.

## **9.6 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 codes and guidelines set out by the Australian Information Commissioner.

# **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 (due date) on the bill. The due date will be no earlier than 13 business days from the date on which we issue your bill.

## **10.2 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. The reminder notice will give you a further due date for payment which will be not less than 20 business days after we initially issued your bill.

## **10.3 Difficulties in paying**

- 10.3.1 If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- 10.3.2 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. 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 fraud or theft relating to us.

10.3.3 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.

#### 10.4 Merchant and dishonour fees

10.4.1 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.

10.4.2 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.

#### 10.5 Shortened Collection Cycle

10.5.1 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);
- 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.

10.5.2 If we place you on a shortened collection cycle we will give you notice within 10 business days of doing so.

#### 10.6 Default information

10.6.1 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.

10.6.2 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 credit-worthiness; and
- f. administrative information relating to credit provided by us.

10.6.3 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.

10.6.4 The CRB we use is DBCC Pty Ltd, trading as Dun & Bradstreet Consumer Credit. Their contact details, and details about how you can obtain their privacy policy, are set out below:

**Mail:** Public Access Centre, PO Box 7405, St Kilda Rd,  
Melbourne Victoria 3004

**Email:** pacaustral@dnb.com.au

**Phone:** 1300 734 806

**Privacy policy:** available at  
<https://www.checkyourcredit.com.au>.

10.6.5 For more information about how we deal with credit related personal information and your rights please refer to our Privacy Policy on our website.

## 11. DISCOUNTS AND INCENTIVES

### 11.1 Sign up incentive

11.1.1 The incentive we have offered to give you in exchange for entering into this agreement (if any) are set out in your welcome pack.

11.1.2 Where the incentive is a cash incentive, we will credit that amount to your account with us on the date specified in the welcome pack. If no date is specified, the incentive will be shown as a credit on the next bill we send you after we receive your payment for your first bill under this agreement.

11.1.3 Where the incentive is a non-cash incentive, we will arrange for your incentive to be delivered to your billing address (or such other address you have notified us) by the date set out in the welcome pack. If no such date is specified, the incentive will be delivered to you within 20 business days after our receipt of your payment for your first bill under this agreement.

11.1.4 If your billing address is a post office box or is not suitable for the form of delivery we choose for your non-cash incentive, 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.

11.1.5 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.

11.1.6 We may choose not to provide an incentive

to you if you terminate this agreement prior to paying your first bill from us.

11.1.7 If any part of a particular non-cash incentive is unavailable, we will contact you to seek to arrange a suitable alternative.

### 11.2 Pay on time discount

11.2.1 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.

11.2.2 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.

### 11.3 Price match

11.3.1 If your welcome pack says that we will consider matching a competitor's offer:

- a. you may make a request to us under this clause 11.3; and
- b. we will consider your request in accordance with this clause 11.3.1.

11.3.2 You may ask us to match a competitor's offer that is made to you for the premises covered by this agreement. When making this request you must give us the evidence of the competitor's offer by providing us with a copy of the competitor's written offer to you or full details of where the offer may be found online.

11.3.3 Once you have provided the details of the competitor's offer that you are required to provide under clause 11.3.2, we will assess whether that offer is more favourable to you than the tariffs and charges and discounts applicable under this agreement at the time you request the comparison. We will conduct this comparison using your electricity usage at your premises covered by this agreement over the preceding 12 months (or if this agreement commenced less than 12 months ago and we have less than 12 months usage data for you, over the period that we have electricity usage data for you). For the purposes of the comparison, we will also assume that you receive all discounts for which you are eligible under this

agreement and under the competitor's offer.

11.3.4 If, after our assessment:

- a. we determine that the competitor's offer would have resulted in you paying less for electricity at the premises covered by this agreement over the period of the comparison; and
- b. we do not agree to match the competitor's offer for the relevant premises for the remainder of the fixed term of this agreement,

then you may end this agreement without having to pay the early termination fee under clause 4.5.

## 12. METERS

- 12.1 You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).
- 12.2 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.
- 12.3 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.

## 13. UNDERCHARGING AND OVERCHARGING

### 13.1 Undercharging

- 13.1.1 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.
- 13.1.2 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.

### 13.2 Overcharging

- 13.2.1 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.
- 13.2.2 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.
- 13.2.3 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.

### 13.3 Reviewing your bill

- 13.3.1 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.
- 13.3.2 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.
- 13.3.3 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.

## 14. SECURITY DEPOSITS

### 14.1 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.

### 14.2 Interest on security deposits

Where you have paid a security deposit, subject to

clause 14.3, we must pay you interest on the security deposit at a rate and on terms required by the Code.

### **14.3 Use of a security deposit**

14.3.1 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 you no longer have a right of reconnection under clause 16.1; 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).

14.3.2 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.

### **14.4 Return of security deposit**

14.4.1 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 15.3 of this agreement, you stop purchasing electricity at the relevant premises under this agreement.

14.4.2 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.

## **15. DISCONNECTION OF SUPPLY**

### **15.1 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:

- 15.1.1 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;

- 15.1.2 you do not provide a security deposit we are entitled to require from you;
- 15.1.3 you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads;
- 15.1.4 there has been illegal or fraudulent use of electricity at your premises in breach of clause 17 of this agreement; or
- 15.1.5 we are otherwise entitled or required to do so under the Code or by law.

### **15.2 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.

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

- 15.3.1 Subject to clause 15.3.2, 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 15.1.1, during an extreme weather event.
- 15.3.2 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.

## **16. RECONNECTION AFTER DISCONNECTION**

- 16.1 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:
- 16.1.1 you ask us to arrange for reconnection of your premises;
  - 16.1.2 you rectify the matter that led to the disconnection; and
  - 16.1.3 you pay any reconnection charge (if requested).
- 16.2 We may terminate this agreement 10 business days following disconnection if you do not meet the requirements in clause 16.1.

## **17. WRONGFUL AND ILLEGAL USE OF ELECTRICITY**

### **17.1 Use of electricity**

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

- 17.1.1 illegally use electricity supplied to your premises;
- 17.1.2 interfere or allow interference with any electricity equipment that is at your premises except as may be permitted by law;
- 17.1.3 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;
- 17.1.4 allows electricity purchased from us to be used otherwise than in accordance with this agreement and the Code; or
- 17.1.5 tampers with, or permit tampering with, any meters or associated equipment.

## **18. NOTICES AND BILLS**

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

- 18.2 A notice or bill sent under this agreement is taken to have been received by you or by us (as relevant):
- 18.2.1 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);
  - 18.2.2 on the date 2 business days after it is posted; or
  - 18.2.3 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.
- 18.3 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.

## **19. 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.

## **20. COMPLAINTS AND DISPUTE RESOLUTION**

### **20.1 Complaints**

- 20.1.1 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.
- 20.1.2 Our standard complaints and dispute resolution procedures are published on our website.

### **20.2 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:

- 20.2.1 of the outcome of your complaint and the reasons for our decision; and
- 20.2.2 that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Victoria.

## **21. FORCE MAJEURE**

## 21.1 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):

21.1.1 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

21.1.2 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.

## 21.2 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.

## 21.3 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.

## 21.4 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.

## 22. APPLICABLE LAW

The laws of Victoria govern this agreement.

## 23. 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.

## 24. GENERAL

## 24.1 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:

24.1.1 we are taken to have complied with the obligation if another person does it on our behalf; and

24.1.2 if the obligation is not complied with, we are still liable to you for the failure to comply with this agreement.

## 24.2 Amending this agreement

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

## 24.3 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.

## 25. 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 9.1;

**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 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;

**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 laws** 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;

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

**retailer** means a person that is authorised 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;

**small customer** means:

- a. a residential customer; or

- b. a business customer who consumes electricity at or below a level determined under the Electricity Industry Act ;

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

**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 ;

**welcome pack** means:

- a. 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 this agreement; where you entered into this agreement in our presence,
- b. the document you signed agreeing to enter into this agreement; or
- c. where you applied to join us over the internet, the letter we provided to you indicating we had accepted your application and setting out the key terms of this agreement.

## 26. INTERPRETATION

### 26.1 In this agreement:

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

26.1.2 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 other document includes the document as varied or replaced regardless of any change in the identity of the parties;

- f. '\$' or 'dollars' is a reference to Australian dollars; and
  - g. the singular includes the plural and vice versa; and
- 26.1.3 the expressions 'including' or 'includes' are not terms of limitation.
- 26.2 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.

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## 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.

**Name:** People Energy Pty Ltd ABN 20 159 727 401  
**Physical Address:** Level 5, 100 Albert Rd, South Melbourne, VIC 3205  
**Mailing Address:** Locked Bag 5757, Melbourne GPO, Melbourne VIC 3000  
**Email Address:** info@peopleenergy.com.au  
**Fax Number:** (03) 8692 5002  
**Details of Goods or Services supplied under this agreement:** Electricity Supply Contract  
**Date of agreement:**           (dd/mm/yyyy)            
 (please refer to your Welcome Letter)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

### I WISH TO CANCEL THIS AGREEMENT

Customer's Signature:  Date: \_\_\_\_\_

Reason for cancellation: \_\_\_\_\_

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**People Energy Pty Ltd**  
Locked Bag 5757,  
Melbourne GPO VIC 3000  
Residential: 1300 788 970  
Business: 1300 780 025  
**[www.peopleenergy.com.au](http://www.peopleenergy.com.au)**

PE112015 - 7V

Market Terms and Conditions

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