

Market Offer

Standard Terms and Conditions

IMPORTANT NOTICE TO THE PURCHASER: YOU HAVE A RIGHT TO CANCEL THIS CONTRACT WITHIN 10 DAYS FROM AND INCLUDING IN THE CASE OF A TELEPHONE MARKETING AGREEMENT (that is, an agreement made over the telephone), THE DAY YOU RECEIVED THE CONTRACT DOCUMENT.

IMPORTANT DETAILS ABOUT YOUR RIGHTS ARE SET OUT IN THE CANCELLATION NOTICE PROVIDED WITH THIS DOCUMENT

1. Purpose of this Contract

These Standard Terms and Conditions are a Contract for the supply of electricity.

These Standard Terms and Conditions set out the terms on which we (**Neighbourhood Energy**) will supply you (**the customer**) electricity at your property (**Supply Address**).

2. General

In these Standard Terms and Conditions:

We and **us** means **Neighbourhood Energy Pty Ltd** (ACN 109 118 578) (**Neighbourhood Energy**) located at Suite 2, 431 Glenhuntly Road Elsternwick, Victoria, 3185 and **our** has a corresponding meaning;

You means you **the customer** obtaining the supply of electricity from us at a Supply Address nominated by **you** and **your** has a corresponding meaning.

3. Contract

This Contract between us and you is made when, by your voice recording signature, you consent to enter into the Contract. Terms and conditions other than those set out in this document may be implied into this Contract as a matter of law and nothing in this Contract should be construed as restricting or excluding any such implied term.

4. Commencement of Supply

We will begin supplying you with electricity and will become your electricity retailer from the date of the next scheduled meter reading after the cooling off period has expired (**Commencement Date**).

5. Mutual Obligations

We agree that from the Commencement Date we will begin supplying you with electricity at the Supply Address and you agree to purchase that electricity from us on the terms and conditions set out in this Contract.

It is agreed that the quantity of electricity supplied by us to you at the Supply Address will be measured by the meter at the Supply Address.

6. Billing, Pricing and Tariffs

We will bill you each calendar month for the supply of electricity to the Supply Address during the preceding month. Each month we will bill you in accordance with our published prices for the electricity that we have provided you with. We will deduct from that amount any concessions that you may receive and then apply any Pay-on-Time Discount to which you are entitled.

Unless an actual meter reading is available the bills that we issue to you will be based on our best estimate of your likely usage based on the historical information available to us.

You provide us with explicit informed consent to a billing cycle shorter than three months and to us issuing you with estimated bills in the absence of a reliable reading.

We will bill you, and you must pay us for the electricity we supply to the Supply Address and the amount of your bill will be calculated in accordance with the following formula:

$$\text{Amount Due for Payment} = \text{Opening Balance} + \text{Total Charges for Current Account} - \text{Payments Received}$$

If we have billed you based on estimates of your electricity usage and we subsequently obtain a reliable meter readings we will adjust your subsequent bill accordingly.

If we discover that we have failed to charge you or have undercharged you for certain periods we may add the uncharged amounts to your subsequent bill but in doing so and in seeking recovery of those uncharged amounts from you we will comply with the relevant provisions of the **Energy Retail Code**.

In addition to any charges outlined above, we may charge you for any fees, charges or other expenses that we incur if, a payment on your account is dishonoured or reversed, you deny access or fail to provide us with reasonable and safe access to the Supply Address for the purposes of reading your meter or where we are permitted to do so by the Energy Retail Code, an Act, Regulation or Order in Council.

7. Payment

All bills issued by us to you under this Contract must be paid, using one of the payment options set out in the invoice, within 12 business days of the issue date of that bill, unless we have made separate written arrangement with you.

The total amount due and payable in relation to a bill issued by us to you shall be clearly set out as the "Amount Due for Payment", which already takes account of any Pay-On-Time Discount to which you may be entitled.

If payment is not made by the Due Date, a Reminder Notice will be issued with a New Due Date. We will consider your account to be compliant with these terms and conditions if you pay this amount by the New Due Date. Pay-On-Time Discount does not apply to the New Due Date. If you do not pay by the New Due Date you will be in breach of this Contract.

8. Credit Checks

We may, in our absolute discretion, undertake a credit check on you through a credit-reporting agency. You authorise us to conduct a credit assessment of you using any information we have to establish your creditworthiness. This will be undertaken in accordance with the Energy Retail Code and all relevant legislation.

9. Refundable Advances

We may require you to provide us with a refundable advance if:

- a. you have left a previous address or have transferred to an electricity retailer and still have relevant arrears in respect of the previous account;
- b. within the previous two years you have used electricity otherwise than in accordance with applicable laws and codes;
- c. you are a new customer and have failed to provide acceptable identification;
- d. we decide that you have an unsatisfactory credit rating; or
- e. your account is in arrears and you have failed to accept an instalment plan offered to you by us.

If we require a refundable advance, we will notify you of the amount we require - we will pay interest on a refundable advance based on the prevailing bank bill rate.

We may use the refundable advance and any accrued interest to offset any amount owed by you to us under this Contract if: you fail to pay a bill which results in the disconnection of your electricity supply and you no longer have a right of reconnection; you vacate the supply address, request to be disconnected or transfer to another retailer.

The refundable advance will be refunded to you within 10 business days if you pay a year's bills by their due date, or if you cease to take supply of electricity under this Agreement.

10. Access

You agree to provide unhindered and safe access to the meter at the Supply Address at all times to the agents of Neighbourhood Energy, the agents of your local Distributor or metering provider whilst you are a customer of Neighbourhood Energy and for a reasonable period thereafter.

You acknowledge that failure to provide access to the meter at the Supply Address can result in continuous estimated bills being issued and resulting in a disconnection under the Energy Retail Code.

11. Termination and Disconnection

We may disconnect the Supply Address and/or terminate this Contract for any of the following reasons:

- a. on request by you;
- b. if your account remains in arrears following the issue and expiry of a disconnection notice and you have failed to make alternative arrangements with us concerning your account;
- c. you unreasonably refuse to provide us, our agents or your Distributor or its agents (as the case may be) with access to the Supply Address;
- d. if we conclude that you have fraudulently obtained electricity at the Supply Address.
- e. you have refused to provide us with a refundable advance;
- f. you have vacated the Supply Address.

If we disconnect the Supply Address for any of the foregoing reasons and if any of those reasons are continuing 10 business days after the disconnection of the Supply Address, this Contract will terminate without further action from either you or us. If this Contract terminates in accordance with this clause you remain liable to us for any amounts owing from you to us under this Contract immediately prior to termination (including amounts not at that date billed by us).

The Supply Address will not be disconnected and this Agreement will not be terminated if:

- a. it is a registered life support site and you have notified us and the local Distributor of this fact; or
- b. you have an outstanding application for a Utility Relief Grant for the Supply Address or for arrears of anything other than the supply of electricity.

You may terminate this Contract by giving us ten business days notice.

12. Vacating the Supply Address

You must provide us with no less than 12 business days notice if you intend to vacate the Supply Address together with details of the date you intend to vacate the Supply Address. You must provide us with a forwarding address where we can send the final bill.

You will be responsible for the electricity supplied at the Supply Address until you have provided us with 10 business days notice that you are vacating the Supply Address or a new customer enters into a Contract for the supply of electricity to the Supply Address.

13. Illegal or Fraudulent Consumption

- a. You must not use the electricity supplied to the Supply Address illegally and must not obtain a supply of electricity at the Supply Address either fraudulently or for fraudulent purposes.
- b. If you breach subclause (a):
 - I. we may bill you based on our best estimate of the amount of electricity that you have used but usage not paid for as a result of the breach;
 - II. the bills based on estimated usage will be immediately payable to us by you in full;
 - III. we may also recover from you any additional charges incurred by us as a result of the breach;
 - IV. we may notify your Distributor and appropriate authorities of the activities giving rise to the breach;
 - V. we may disconnect your electricity supply.

14. Assignment

We may assign, or otherwise dispose of the whole or any part of our interest in this Contract without your consent, to a person who acquires all or part of the retail business of Neighbourhood Energy.

15. Force Majeure

- a. If either you or us (**affected party**) are unable to comply with any of our respective obligations under this Contract due to a force majeure event or due to the Distributor, Generator or Producer's inability to supply energy or changes in applicable laws the compliance with that obligation by the affected party shall be suspended (except the obligation to pay any money owing) for as long as and to the extent that compliance with that obligation is affected by that *force majeure event*.
- b. The affected party must use its best endeavours to remove, overcome or minimise the effects of the *force majeure event* as quickly as possible.

Nothing in this clause operates to exclude or limit in any way section 177 of the **Electricity Industry Act 2000 (Vic)**.

16. Variations and Amendments

We may amend or vary this Contract at any time in writing by publishing a variation to these Terms and Conditions on our website and providing you with thirty business-days written notice.

17. Energy Retail Code and Regulatory Requirements

- a. Any relevant provision that is required to be included in this Contract by a regulatory requirement that is not expressly included, is deemed to be incorporated as if it were a term of this Agreement.
- b. In the event of any inconsistency between a regulatory requirement and the terms of this Contract, the regulatory requirement will prevail. In the event there is express inconsistency between a regulatory requirement and a term of this Contract the relevant term of this Contract is void and the regulatory requirement is deemed to be part of this Contract in its place.
- c. Both you and us must perform our obligations and exercise our rights under this Contract in accordance with the requirements of the relevant regulatory requirement.

Definitions:

Business Day: Any day that is not a Saturday, Sunday or a proclaimed Public Holiday under the Public Holidays Act 1993.

Cooling-Off Period: The period under the Energy Retail Code in which you have a right to cancel this Contract without penalty by giving written notice to Us - within ten business days from date when this Contract was made.

Distributor: The holder of the distribution licence of the electricity distribution network to which the Supply Address is connected;

Due Date: The date your bill becomes due and payable.

Energy Retail Code: The Victorian Energy Retail Code of the Essential Services Commission.

Essential Services Commission: The Essential Services Commission of Victoria.

Force Majeure Event: An event beyond the reasonable control of You or Us.

GST: Goods and Services Tax as defined under the GST Law.

GST Law: The definition given in A New Tax System (Goods and Services Tax) Act 1999.

Meter: The same meaning as in the Energy Retail Code.

New Due Date: The date specified on the Reminder Notice for payment of your account.

Pay-On-Time Discount in relation to a bill from us to you for the supply of electricity under this Contract, means a discount of 10% applied to the Total Charges for the Current Account which we will apply to your bill provided that your previous bill was paid in full by the due date and your account is not currently in arrears.

Refundable Advance: means an amount of money or other arrangement acceptable to us as security against you defaulting on a bill.

Regulatory Requirements: means all relevant legislation, regulations, codes, guidelines, orders in council, licences, directions or standards applicable to participants in the Victorian region of the electricity market.

Relevant Arrears: means arrears on an account of an amount that is equal to or greater than an amount set by the Essential Services Commissioner from time to time, or if no amount is so set out, zero.

Reminder Notice: The notice from us to you if you do not pay your account by the Due Date.

Voice Recording Signature: means a voice recording, retained by us, of you agreeing to make the Contract with us.