

the smart business option



CUSTOMER CHARTER



**Neighbourhood
Energy**
the smart option



Welcome

to Neighbourhood Energy

Neighbourhood Energy is committed to providing competitive electricity prices and excellent customer service. If you have any questions about Neighbourhood Energy, or the information contained in this document, please contact us on **1300 764 860** or visit our website **www.neighbourhood.com.au**.

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1. Introduction

Welcome to Neighbourhood Energy

- 1.1 Your Customer Charter is a guide to the products and services offered by Neighbourhood Energy, and our responsibilities as your electricity retailer. It also details your rights and obligations as a Neighbourhood Energy customer.
- 1.2 Neighbourhood Energy is committed to competitive electricity prices and excellent customer service. If you have any questions about Neighbourhood Energy, or the information contained in this Charter, please contact us on 1300 764 860 or visit our website **www.neighbourhood.com.au**.
- 1.3 The Customer Charter is based on the Energy Retail Code, published by the Essential Services Commission of Victoria. The Energy Retail Code has been developed through consultation with the electricity industry, consumers and other relevant parties.
- 1.4 If you would like any further information, or wish to request a large print copy of this Charter, please call us on 1300 764 860.

2. About this Charter

This Charter summarises the rights and obligations that we and you both have under your electricity supply agreement with us (**Agreement**). Your Agreement is made up of the terms and conditions (**Terms & Conditions**) and the welcome pack (**Welcome Pack**) we provided to you when you entered into your Agreement.

3. Legal rights and obligations

- 3.1 As well as being governed by the Agreement, the arrangement that exists between you and us is regulated by the laws, codes and guidelines which create rights and obligations between us.
- 3.2 For more information on your rights and obligations you may refer to the Energy Retail Code. The Energy Retail Code sets out the minimum standards for electricity agreements in Victoria.

- 3.3 A copy of the Energy Retail Code (including a large print edition) can be obtained by:
- calling us on 1300 764 860;
 - visiting our website at **www.neighbourhood.com.au**;
 - by calling the Essential Services Commission on 1300 143 575; or
 - visiting the Essential Services Commission website at **www.esc.vic.gov.au**.
- 3.4 Other sources of the rights and obligations we each have are:
- *Competition and Consumer Act 2010 (Cth)*;
 - *Fair Trading Act 1999 (Vic)*;
 - *Electricity Industry Act 2000*; and
 - The Code of Conduct for Marketing Retail Energy published by the Essential Services Commission.

4. What is an electricity retailer?

- 4.1 The deregulation of the Victorian energy market means that Victorians can choose their electricity retailer. As a retailer of electricity, we buy electricity which we then sell to our customers. We do not own the poles and wire which are used to deliver electricity to you. That infrastructure is owned by your distributor. Because we do not own the poles and wire which deliver your electricity we cannot control the consistency or quality of supply.
- 4.2 We will advise you in writing of any changes to your customer rights and obligations. You will also be able to download updated versions of the Charter and details of our updated tariffs from our website **www.neighbourhood.com.au**.
- 4.3 Contact details for key electricity industry bodies and distribution network companies appear at the end of this Charter.

5. The Agreement

- 5.1 For new customers, the Agreement between you and us begins on the date we accept your customer application or some later date we agree. For existing customers, the Agreement comes into effect after you consent to the Agreement, either orally or in writing as the case may be.
- 5.2 As the Agreement is subject to the Energy Retail Code and all relevant legislative provisions that govern the supply of electricity in Victoria, if there is anything in the Agreement which is inconsistent with those requirements, the provisions of the relevant legislative provisions or the Energy Retail Code (as applicable) take precedence.
- 5.3 If your Agreement is for a fixed term, this will be indicated in your Welcome Pack. If the Agreement is not for a fixed term, the Agreement is ongoing until you or we terminate it.

6. Connecting to our Supply

- 6.1 Once a binding Agreement exists between you and us for the supply of electricity to your premises, we will contact your distributor to arrange connection. We are required by the Energy Retail Code to do this within 1 business day.
- 6.2 If you are currently with another electricity retailer, we will make all necessary arrangements with that retailer to transfer you to Neighbourhood Energy. Until the transfer to Neighbourhood Energy completes, you will continue to be supplied by your existing retailer.
- 6.3 There will not be any interruption to your supply as a result of your transfer to Neighbourhood Energy. You will begin to be supplied by us once all of the requirements for transfer are completed and after any applicable cooling-off period has expired. In most cases, we commence supplying you with electricity after the next scheduled meter reading at your premises.

7. Cooling-off Period

- 7.1 In some circumstances, your Agreement may be subject to a cooling-off period, which gives you the right to terminate the Agreement during that cooling-off period with no applicable penalties.

- 7.2 The Welcome Pack will set out any cooling-off period that applies to your Agreement. In most cases, the cooling-off period will be 10 business days from and including the day after you received the Welcome Pack and Terms & Conditions.

8. Your Billing Cycle

- 8.1 You will receive a bill from us every 3 months, unless you have agreed a different billing cycle with us.
- 8.2 We may place you on a Shortened Collection Cycle where the Energy Retail Code permits us to. We are likely to do this if you consistently fail to pay your bills by the due date and we have provided you with several reminders or disconnection warning notices (or both). If you are placed on the Shortened Collection Cycle, we will no longer provide you with reminder notices.
- 8.3 Any failure to pay your bill by the due date applying under a Shortened Collection Cycle will result in us issuing you with a disconnection warning.

9. What your Bill Contains

- 9.1 The Energy Retail Code requires us to include certain information on the bills we send to you, including:
- your name, supply address, account number and any relevant mailing address;
 - the meter number or other identifying mark which uniquely identifies the meter or meters at the Supply Address;
 - the period of time which the bill covers;
 - the amount of energy you have consumed based on an estimated or actual meter reading, in kilowatt hours;
 - the cost per kilowatt hour for the electricity you have consumed and the relevant tariff;
 - details of whether your bill is based on an actual meter reading or an estimate;

- the network charge and any service to property charges such as connection and transfer fees (if applicable);
- the total charge for electricity you have consumed;
- any applicable discount or concession;
- any adjustments from previous estimated bills;
- the amount of any arrears or credit and the amount of any refundable advance provided by you;
- the total amount due for payment;
- the due date for payment;
- a summary of payment methods and payment arrangement options;
- the telephone number to contact us for any billing or payment enquiries;
- for domestic customers:
 - the details of the availability of concessions; and
 - in relevant languages, details of interpreter services;
- the name and 24 hour phone number for your local distributor to contact in the event of any faults or emergencies;
- a graph showing historical comparison of your electricity consumption over the previous 12 months (this is not required in your first bill);
- the amount of greenhouse gas emissions your usage has generated, and for our GreenPower™ accredited GreenLight customers, the amount of greenhouse gas emissions you have saved;
- the anticipated date of your next scheduled electricity meter reading;
- if the bill is a reminder notice, contact details for our complaints handling processes.

- 9.2 We will review your bill if you request that we do so. During the review, you must pay the lower of:
- proportion of the bill under review that you and we agree is not in dispute; or
 - an amount equal to the average amount of the customer's bills in the previous 12 months.
- 9.3 If a bill that you ask us to review is correct, you must pay us the unpaid portion of that bill. If the bill is incorrect we will adjust that bill in accordance with the Energy Retail Code.

10. Meter Readings and Estimates

- 10.1 Meter readings at most premises are scheduled to occur every 3 months.
- 10.2 Any estimated bills we issue you will be based on your historical billing data or average consumption.
- 10.3 If we bill you monthly, generally the first two monthly bills of the quarter are based on an estimate of your electricity usage for that period.
- 10.4 When a meter reading is received, your next bill will be adjusted accordingly. This may mean you are entitled to a credit from us if your electricity usage has been overestimated, or you may have to pay an additional sum to us if your electricity usage has been underestimated for that period.
- 10.5 We require clear and safe access to your meter. It is your responsibility to ensure that safe access is provided. If you consistently fail to provide us with clear and safe access to your meter, it may be necessary for us to disconnect your electricity supply.

11. Tariffs and Charges

- 11.1 Unless indicated otherwise in your Agreement, the tariffs and charges which you are required to pay under your Agreement are the tariffs and charges we publish in the Victorian Government Gazette from time to time.

- 11.2 These tariffs are based on the charges imposed by the electricity distributors operating in Victoria. These charges will vary depending on the electricity distribution network area your premises are located in and the wiring configuration of the meter at your site.
- 11.3 The tariffs and charges applying at the commencement of your contract with us will be set out in the Welcome Pack.
- 11.4 When our tariffs and charges change we will give you at least 30 days prior written notice. This written notice may be contained in a bill from us.

12. Payment Options

- 12.1 Bill payments are due 12 business days from the date of the bill, unless we have made alternative arrangements with you directly.
- 12.2 Payments can be made by credit card, debit card and BPAY.
- 12.3 Bill payments can also be made through our secure webpage at **www.neighbourhood.com.au** or over the counter at any branch of Australia post.
- 12.4 Payment options are listed on the back of your bill.
- 12.5 If you would like to pay by direct debit call our Customer Service Centre on 1300 764 860 to request one. We will always debit the owed amount from your account on or after the due date of each bill. If a direct debit account is established and there are not enough funds in your account to pay the bill, your account will be charged an additional fee to cover the Bank penalty and processing costs.
- 12.6 If you are unable to make a payment by the due date for reasons of financial hardship, you should contact us as soon as possible. We may be able to offer you an installment plan to assist you in making payments on overdue amounts. If you do not advise us that you are experiencing financial difficulties and do not respond to our notices, there is a risk that your electricity supply may be disconnected.

13. Pay-On-Time Discount

- 13.1 In some circumstances, we offer our customers a Pay-On-Time discount as part of their Agreement with us. If a Pay-On-Time discount applies to your bill, the percentage and how the discount is calculated will be clearly stated in your Welcome Pack.
- 13.2 If you are eligible for a Pay-On-Time discount, you will be entitled to receive the discount if you pay your bill in full by the due date.
- 13.3 This discount will be applied as a credit to your next bill.
- 13.4 If any part of your account is in arrears, you will not receive a Pay-On-Time discount.

14. Disconnection and Interruption of Supply

- 14.1 We may disconnect your electricity supply for the following reasons:
- if you continue to fail to pay your bills after we have given you the disconnection warnings required by the Energy Retail Code;
 - if you deny us access to the meter for a period of 3 billing cycles in a row; or
 - if you fail to provide us with a refundable advance that we require or accepted identification.
- 14.2 There are some circumstances in which we will not disconnect your electricity supply. These include:
- where you have made a formal complaint about us to the Ombudsman and that complaint remains unresolved;
 - you have an outstanding application for a utility relief grant;
 - if you have failed to pay your bill and the amount unpaid is below the amount specified by the Essential Services Commission of Victoria; or

- if your premises are registered as a life support site, or you have advised us that there is a person living at the premises with a medical condition requiring a continuous supply of electricity.

- 14.3 The Energy Retail Code prescribes the times during which we may disconnect electricity. If you are a domestic customer we cannot disconnect you after 2 pm on a weekday. If you are a business customer, we cannot disconnect you after 3 pm on a weekday. In each case, we also cannot disconnect you on a Friday, on a weekend or a public holiday, or on a day before a public holiday.
- 14.4 Your electricity supply may be interrupted from time to time due to events beyond our reasonable control, including where the distributor for your supply address is unable to maintain supply.

15. Reconnection

- 15.1 If you have been disconnected, you have the right to reconnection under the Energy Retail Code within 10 business days of being disconnected if you are able to remedy the reason for the disconnection during that period. Thereafter, your right to reconnection lapses.
- 15.2 If you contact us by 3 pm on a business day and have taken the required action, we will arrange to have your premises reconnected that day. After 3 pm on a business day, you may still be reconnected that day but you will need to agree to pay an additional after hours reconnection fee. We cannot guarantee reconnection on a non-business day.

16. Termination

- 16.1 Your Agreement with us may be terminated either by you or us for a number of reasons. You can terminate this Agreement by providing us with 10 business days notice. You may do this at any time during your Agreement.
- 16.2 We may terminate our Agreement with you if you fail to comply with the terms and conditions of the Agreement, you transfer to another retailer, or you cease to be a customer that we are licensed to supply to. We will comply with all requirements imposed on us by the Energy Retail Code before we terminate our Agreement with you.

- 16.3 If your Agreement with us is for a fixed term and you terminate the Agreement before the end of the term, an early termination fee may be payable by you.

17. If you Vacate your Premises

- 17.1 If you are moving to another address, you must give us at least 3 business days notice and provide us with a forwarding address where we can send your final bill. If you fail to provide us with this notice, you may be billed for electricity used at the premises after you have vacated that address.
- 17.2 If you are moving to new premises and wish us to continue to supply you, simply contact us at least 3 business days prior to your move and provide us with details of your new address. We will then arrange for the electricity supply to be connected under a new Agreement. If you request a connection after 3 pm, the 3 business days will start on the next business day.
- 17.3 Please be aware that if you move into a different electricity distribution network area, electricity prices may vary to reflect the distribution network charges for that area. If your meter configuration is different then we will also need to re-quote your electricity account.

18. Credit Management

- 18.1 In some circumstances, we may undertake a credit check on you through a credit reporting agency, in accordance with the guidelines set out by the Essential Services Commission in Victoria and the Federal Privacy Commissioner.
- 18.2 Any information that we received from a credit reporting agency will be treated as confidential and will not be disclosed without your express consent unless we are required to do so by law.

19. Refundable Advances

- 19.1 We may require that you provide us with a refundable advance if:
- you have left a previous address or have transferred from a previous electricity retailer and still owe a prescribed amount in respect of the previous account;

- within the previous 2 years you have used electricity otherwise than in accordance with applicable laws;
- you are a new customer and have failed to provide acceptable identification; or
- in certain circumstances, where we decide that you have an unsatisfactory credit rating.

19.2 If we require a refundable advance, we will notify you of the amount we require. That amount will be calculated by us in accordance with the Energy Retail Code. We will return the unused portion of your refundable advance and any interest that has accrued for the refundable advance within 10 business days if you

- pay a year's bills by their due date; or
- cease to take supply of electricity under this Agreement and we do not wish to apply your refundable advance and interest to any amounts you still owe us.

19.3 If you fail to pay for electricity that has been supplied by us to you during the term of the Agreement, we may use the refundable advance in order to pay for that supply.

20. Claiming a Concession

20.1 If you hold a concession card you may be eligible for a Government funded concession for your electricity bills. If you would like information about concessions that you may be entitled to please call our Customer Service Centre on **1300 764 860**.

20.2 A full list of the concessions is also available by calling the Department of Human Services in Victoria or visiting their website **www.dhs.vic.gov.au/concessions**.

21. Other Advice

You can call our Customer Service Centre on **1300 764 860** if you would like:

- advice on ways to save electricity;
- information about deals we can offer you, including tariffs and charges for your supply address; and
- historical billing data.

22. Complaints and Dispute Resolution

- 22.1 If you have any complaints or concerns, please contact us to resolve the matter.
- 22.2 We will deal with your concerns or complaints promptly. We will try to resolve your concerns within 14 business days. If the matter cannot be dealt with within that timeframe we will advise you as soon as possible and notify you of when we can respond by.
- 22.3 If you feel that the matter has not been adequately resolved, you may ask for us to reconsider the issue or you could ask the Energy and Water Ombudsman to investigate.

23. Like to Know More?

Contact us or the other organisations listed below.

NEIGHBOURHOOD ENERGY

PO Box 171,
Elsternwick VIC 3185

- t** 1300 764 860
f (03) 9523 6949
e service@neighbourhood.com.au
w www.neighbourhood.com.au

ESSENTIAL SERVICES COMMISSION

The Commission is Victoria's independent economic regulator of essential services supplied by the electricity, gas, water and sewerage, ports, grain handling, and rail freight industries. Since 1 January 2007, the Commission has also been responsible for developing and administering the Victorian Renewable Energy Target scheme.

Level 1, 35 Spring Street
Melbourne VIC 3000

t 1300 134 575

w www.esc.vic.gov.au

ENERGY AND WATER OMBUDSMAN VICTORIA

The Ombudsman's role includes resolving disputes between customers and energy retailers.

GPO Box 469
Melbourne VIC 3001

t 1800 500 509

w www.ewov.com.au

DEPARTMENT OF HUMAN SERVICES

The Concessions Unit provides information designed to improve the affordability of key services to low income households.

50 Lonsdale Street
Melbourne Vic 3000

t 1300 650 172 (local call fee within Victoria, except mobile phones)

Interstate, international and mobile callers

t (61 3) 9096 0000

CONSUMER AFFAIRS VICTORIA

Consumer Affairs Victoria protects and promotes the interests of Victorian consumers and is responsible for ensuring compliance with the Fair Trading Act 1999.

Level 19, 121 Exhibition Street
Melbourne Vic 3000

t 1300 558 181

w www.consumer.vic.gov.au

DISTRIBUTION COMPANIES

Contact details for Victorian distribution network companies are:

JEMENA

t 131 626

w www.jemena.com.au

Williamstown, Western and Northern suburbs
of Melbourne and North western

UNITED ENERGY

t 132 099

w www.ue.com.au

Eastern and Southern suburbs of
Melbourne and Mornington Peninsula

CITIPOWER

t 131 280

w www.citipower.com.au

Melbourne central business district and Inner suburbs

POWERCOR

t 132 412

w www.powercor.com.au

Outer Western suburbs of Melbourne and Western Victoria

SP AUSNET

t 131 799

w www.sp-ausnet.com.au

Outer Eastern suburbs and Eastern Victoria

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