

the smart business option



TERMS AND CONDITIONS

For market contracts with business customers


**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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Preamble

- A. This contract is about the sale of electricity to you as a business customer at your premises. It is a market contract that may start without you having to sign a document agreeing to these terms and conditions where you enter into a contract with us over the telephone.
- B. In addition to this contract, the energy law 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 Electricity Industry Act sets out specific rights and obligations relating to electricity contracts.
- C. More information about this contract and other matters is on our website **www.neighbourhood.com.au**.

1. The parties

This contract is between:

- 1.1 Neighbourhood Energy Pty Ltd ABN 97 409 118 578 located at Suite 1, 469 Glenhuntly Road, Elsternwick, Victoria 3185 who sells electricity to you at your premises (in this contract referred to as “we”, “our” or “us”); and
- 1.2 You, the customer to whom this contract applies (in this contract referred to as “you” or “your”).

2. Do these terms and conditions apply to you?

- 2.1 **These are our terms and conditions**
This contract sets out the terms and conditions for a market contract with a business customer.
- 2.2 **Application of these terms and conditions**
These terms and conditions apply to you as a business customer.

3. What is the term of this contract?

- 3.1 **When does this contract start?**
This contract starts on the date you satisfy any pre-conditions set out in the energy law or in this contract, including giving us acceptable identification, your contact details for billing

purposes, allowing us to conduct a credit check on you, and providing us with a security deposit, if we require one.

3.2 **When does this contract end?**

3.2.1 Subject to clause 3.2.2, this contract ends:

- (a) where the welcome pack indicates this contract continues for a fixed term—on the fixed term end date; or
- (b) where the welcome pack does not specify a fixed term—on the date that it is ended by you or us.

3.2.2 Despite clause 3.2.1, this contract will end on the earlier of:

- (a) if you give us a notice stating you wish to end the contract—subject to paragraph 3.2.3, on a date specified by us of which we will give you 10 business days notice;
- (b) if you enter into a new contract with us—for example where you become a large customer and agree to enter into a new contract suitable for a large customer;
- (c) where you cease to be a business customer and we choose to end this contract—on a date specified by us of which we will give you 5 business days notice;
- (d) we both agree to a date to end the contract—on the date that is agreed;
- (e) if you start to buy electricity for the premises from a different retailer—on the date your contract with the other retailer starts;
- (f) where a different customer starts to buy electricity for the premises—on the date that customer's contract starts; or
- (g) if the premises are disconnected and you have not met the requirements for reconnection (if any)—10 business days from the date of disconnection.

- 3.2.3 If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph 3.2.1(b), 3.2.2(a), 3.2.2(b), 3.2.2(c) or 3.2.2(d) until we have issued you a final bill and you have paid any outstanding amount for the sale of electricity.
- 3.2.4 Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

3.3 **Continuation of fixed term contracts**

Where this contract has a fixed term, we will contact you between 20 and 40 business days prior to the fixed term end date to give you information about your options after the end of the fixed term, including the tariffs and terms and conditions potentially apply after the fixed term end date.

3.4 **Vacating your premises**

- 3.4.1 If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 3.2.2(a) of this contract.
- 3.4.2 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.
- 3.4.3 You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 3.2 of this contract.

3.5 **Cooling Off Period**

- 3.5.1 You have the right to withdraw from this contract within 10 business days commencing the day after the date that you receive the welcome pack and this contract (**cooling off period**).
- 3.5.2 You may exercise this right by contacting us over the telephone or by providing us with notice of your request to withdraw in writing.

4. Scope of this contract

4.1 What is covered by this contract?

4.1.1 Under this contract we agree to sell you electricity at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy law.

4.1.2 In return, you agree:

- (a) to be responsible for charges for electricity supplied to the premises until this contract ends under clause 3.2 even if you vacate the premises earlier; and
- (b) to pay the amounts billed by us under this contract; and
- (c) to meet your obligations under this contract and the energy law.

4.2 What is not covered by this contract?

This contract 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.

5. Your general obligations

5.1 Full information

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

5.2 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.

6. Liability

- 6.1 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.
- 6.2 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 contract.
- 6.3 Unless we have acted in bad faith or negligently, the energy law exclude our liability for any loss or damage you suffer as a result of the total or partial failure to supply electricity to your premises, which includes any loss or damage you suffer as a result of the defective supply of electricity.
- 6.4 To the extent permitted by law, you agree to indemnify us for the loss or damage (including legal fees) we suffer due to any:
- 6.4.1 breach by you of this contract; or
 - 6.4.2 negligence by you in relation to this contract.

7. Price for electricity and other services

7.1 What are our tariffs and charges?

- 7.1.1 Our tariffs and charges for the sale of electricity to you under this contract (including where we will supply you with a GreenLight Product) are the tariffs and charges set out in the welcome pack **(market contract prices)**.
- 7.1.2 Unless indicated otherwise in your welcome pack, the market contract prices (other than for a GreenLight Product we supply to you) will be the tariffs and charges for your distribution area (including your distributor's charges) that we publish from time to time in accordance with the energy law, including on our website.

7.1.3 Your GreenLight Product tariff will be our tariff for the relevant GreenLight Product you purchase from us, which may change from time to time.

7.2 **Changes to tariffs and charges**

If we vary our market contract prices, we will notify you of the variation as soon as practicable but in any event we will include details with your next bill if the variation affects you.

7.3 **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 you are on, we may transfer you to a new tariff:

7.3.1 if you notify us there has been a change of use
—from the date of notification; or

7.3.2 if you have not notified us of the change of use
—retrospectively from the date the change of use occurred.

7.4 **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.

7.5 **GST**

7.5.1 Amounts specified in the market offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Clause 7.5.2 applies unless an amount is stated to include GST.

7.5.2 Where an amount paid by you under this contract 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.

8. **Rewards and fees**

8.1 **Sign up reward**

8.1.1 The reward(s) we have offered to give you in exchange for entering into this contract (if any) are set out in the welcome pack.

- 8.1.2 Where the reward is a cash reward, we will credit that amount to your account with us on the date specified in the welcome pack. If no date is specified, the reward will be shown as a credit on your first bill.
- 8.1.3 Where the reward is a non-cash reward, we will arrange for your reward 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 included in the welcome pack, the reward will be dispatched to you within 14 days after our receipt of your payment for your first bill from us under this contract.
- 8.1.4 If your billing address is a post office box or is not suitable for the form of delivery we choose for your non-cash reward, 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 reward to be delivered to the premises.
- 8.1.5 If you fail to receive your non-cash reward because you have not provided us with your correct address, we may not be able to provide you with a replacement reward.
- 8.1.6 We will cover the purchase and delivery costs associated with any non-cash reward we provide you, but any ongoing operational fees or costs applying to the use of that reward by you or any other person are not included as part of the reward and are your sole responsibility.
- 8.1.7 If any part of a non-cash reward is unavailable, we will contact you to seek to arrange a suitable alternative.
- 8.1.8 You agree that we may choose not to provide a reward to you if you terminate this

8.2 **Early termination fee**

If this contract has a fixed term and this contract ends (including by termination) before any applicable fixed term end date, we may charge you the early termination fee.

9. Billing

9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

- 9.1.1 to you at the address nominated by you; or
- 9.1.2 to a person authorised in writing by you to act on your behalf at the address specified by you.

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 energy law);
- 9.2.2 the amount of fees and charges for any other services provided under this contract during the billing cycle;
- 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; and
- 9.2.4 the amount of any pay-on-time discount owing to you (as calculated under clause 10.4) at the end of the billing cycle.

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. You acknowledge that you have given us your explicit informed consent to us issuing bills to you based on estimates in the above circumstances.
- 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 12 months.

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

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 **Variation of billing cycle**

9.5.1 We may vary your billing cycle if the meter at your premises is removed and replaced with an interval meter during the course of this contract. We will provide you with written notice of any change to your billing cycle, which could take the form of a message contained in your bill.

9.5.2 You acknowledge that you have given us your explicit informed consent to us varying your billing cycle in this manner.

10. **Paying your bill**

10.1 **What you have to pay**

You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill, which already takes account of any pay-on-time discount we then owe you under clause 10.3. The pay-by date will be no earlier than 12 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 pay-by 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 6 business days after we issue the notice.

10.3 **Recovery of full amount due**

10.3.1 If you have not made a payment to us by the further due date you will be in breach of this contract and we may take action to recover any money owing against you.

10.3.2 Before we commence any recovery action, we will perform our obligations in accordance with the energy law.

10.4 **Pay-on-time discount**

10.4.1 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 pay-by date.

10.4.2 We will credit any pay-on-time discount we owe you to your next bill.

10.4.3 If you do not pay a bill by the pay-by date, you will no longer be entitled to a pay-on-time discount for that bill, even if you subsequently pay that bill by the further pay-by date set out in a reminder notice.

10.5 **Processing fees**

10.5.1 If you pay your account with us using a method which results in us incurring a merchant service fee, we may recover that merchant service fee from you. Details of the merchant service fee applying to different payment methods from time to time (if any) will be included on your bill.

10.5.2 If your payment to us is dishonoured or reversed for a reason caused by you (including that you have insufficient funds in your account), we may:

(a) recover from you the amount of any fee we incur; and

(b) charge you an administration fee of \$25.

Any such fees will be added to your next bill.

10.5.3 You will still owe us the amount set out in your bill even if your payment is dishonoured or reversed.

11. Meters

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

11.2 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. Undercharging and overcharging

12.1 Undercharging

12.1.1 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 12 months.

12.1.2 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.

12.2 Overcharging

12.2.1 Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.

- 12.2.2 Where you have been overcharged by \$50 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- 12.2.3 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.
- 12.2.4 If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

12.3 **Reviewing your bill**

- 12.3.1 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.
- 12.3.2 If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- 12.3.3 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.

13. **Credit checks**

We may undertake a credit check on you through a credit-reporting agency. By agreeing to enter into this contract, 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 the energy law and all relevant law.

14. Security deposits

14.1 **Security deposit**

We may require that you provide a security deposit, either at the time you request us to supply electricity to you at your premises or during the term of this contract. The circumstances in which we can require a security deposit are as follows:

- 14.1.1 you owe us money in relation to the sale and supply of electricity under a contract to any premises, unless that amount is under review by us or the Energy and Water Ombudsman (Victoria);
- 14.1.2 you fraudulently or illegally acquired or consumed electricity within the past 2 years;
- 14.1.3 you refuse to provide us with acceptable identification;
- 14.1.4 in our view, you have an unsatisfactory credit history;
- 14.1.5 you have no history of paying electricity accounts or have an unsatisfactory record of paying electricity accounts;
- 14.1.6 you refuse to provide us with permission to review your credit history or provide us with other information relating to your credit history.

14.2 **Interest on security deposits**

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

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 contract.
- 14.3.2 If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

14.4 **Return of Security Deposit**

If you complete 18 months' payment by the pay-by dates on our initial bills, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

15. Disconnection of supply

15.1 **When can we arrange for disconnection?**

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

- 15.1.1 you do not pay your bill by the pay-by date;
- 15.1.2 if you are on an agreed payment plan and you fail to comply with the terms of that payment plan;
- 15.1.3 you do not provide a security deposit we are entitled to require from you;
- 15.1.4 you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads;
- 15.1.5 there has been illegal or fraudulent use of electricity at your premises in breach of clause 17 of this contract; or
- 15.1.6 we are otherwise entitled or required to do so under the energy law or otherwise by law.

15.2 **Notice and warning of disconnection**

Before disconnecting your premises, we must comply with any relevant warning notice requirements and other provisions in the energy law. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of electricity at your premises or where there is an emergency or health and safety issue).

15.3 **When we must not arrange disconnection**

15.3.1 Subject to paragraph 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 3.00pm;
- (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 you are in breach of your distribution contract by interfering with electricity equipment;
 - (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 request 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 contract 10 business days following disconnection if you do not meet the requirements in clause 16.1.
- 16.3 If you become a large customer during the term of this contract, this clause 16 will not apply while you are a large customer.

17. Wrongful and illegal use of electricity

- 17.1 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; or
 - 17.1.4 allow electricity purchased from us to be used otherwise than in accordance with this contract and the energy law; or
 - 17.1.5 tamper with, or permit tampering with, any meters or associated equipment.
- 17.2 If you breach clause 17.1:
- 17.2.1 we may bill you based on our best estimate of the amount of electricity that you have used but not paid for as a result of the breach;
 - 17.2.2 the bills based on estimated usage will be immediately payable to us by you in full;
 - 17.2.3 we may also recover from you any additional charges incurred by us as a result of the breach; and
 - 17.2.4 we may notify your distributor and appropriate authorities of the activities giving rise to the breach.

18. Notices and bills

- 18.1 Notices and bills under this contract must be sent in writing, including sending it by post, facsimile or electronically, unless the energy law says otherwise.
- 18.2 A notice, bill or good sent under this contract 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); or

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

19.1 From time to time we may need to collect and disclose personal information about you for reasons related to this contract or our supply of goods or services to you. We respect privacy and will only use and disclose personal information collected from you in the manner permitted by the Privacy Act 1988 (Cth) and in accordance with our privacy policy.

19.2 By entering into this contract you are taken to agree to the terms of our privacy policy. A copy of our privacy policy can be found at www.neighbourhood.com.au, or can otherwise be provided by us upon request.

19.3 From time to time we may provide you with promotional material. Please let us know if you do not wish to receive this material.

20. Complaints and dispute resolution

20.1 Complaints

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

Note: Our standard complaints and dispute resolution procedures are published on our website at www.neighbourhood.com.au.

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 may 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 contract cannot meet an obligation under this contract 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 contract.

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 may be required under the energy law 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 contract will come to an end at the time required by the energy law.

24. General

24.1 **Our obligations**

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then we are taken to have complied with the obligation if another person does it on our behalf.

24.2 **Amending this contract**

24.2.1 This contract may only be amended in accordance with the procedures set out in the energy law.

24.2.2 We must publish any amendments to this contract on our website.

24.3 **Assignment**

We may assign, or otherwise dispose of, the whole or any part of our interest in this contract to a person who acquires all or part of the retail business of Neighbourhood Energy Pty Ltd without your consent. You may not assign this contract without our prior written consent.

24.4 **Energy Retail Code**

If you consume less than 40 MWh of electricity per year at any time prior to the implementation of the National Energy Retail Law then, until the earlier of the commencement of the National Energy Retail Law or when you again consume more than 40 MWh of electricity during a year:

- 24.4.1 the terms and conditions prescribed in the Energy Retail Code are deemed to be incorporated into this contract; and
- 24.4.2 any provisions of this contract that are inconsistent with the Energy Retail Code are void to the extent of the inconsistency.

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;

business customer means a customer who purchases electricity for business purposes and consumes more than 40 MWh per year but less than 100MWh per year;

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

contract means the agreement between us and you for the supply and purchase of electricity at your premises including the terms and conditions set out in this document and the welcome pack;

cooling-off period means the period applying under law during which you have a right to cancel this contract without penalty by giving written notice to us, being 10 business days starting on the first business day after you received the contract;

customer means a person who buys or wants to buy electricity from a retailer;

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;

early termination fee means the amount described as such in the welcome pack and payable under clause 8;

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 law means applicable Commonwealth and State laws and rules relating to electricity in Victoria (including the Electricity Industry Act and, upon its commencement in Victoria, the National Energy Retail Law) and the legal instruments made under those laws and rules;

fixed term means the initial fixed period of this contract, the length of which is as set out in the welcome pack;

fixed term end date means the date the fixed term ends, determined by adding the period of the fixed term (if any) to the first supply date [For example, if your fixed term is 2 years and your first supply date is 12 January 2012, the fixed term end date will be 11 January 2014];

further pay-by date means the date specified on the reminder notice for payment of your bill;

government agency means a government or government department, a governmental, semi governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law;

GreenLight Products means our GreenPower™ accredited renewable energy products;

GreenPower™ is an accreditation program for renewable energy jointly operated by ACT, NSW, SA, QLD, VIC and WA government agencies;

GST has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth));

interval meter means an electricity meter that has the ability to measure, record and transmit electricity usage data electronically at set intervals, including a smart meter;

large customer means a customer who purchases electricity for business purposes and consumes more than 100MWh per year;

law means:

- (a) the law in force in the State of Victoria, including common law, legislation and subordinate legislation; and
- (b) ordinances, regulations, codes, orders and by-laws of relevant government agencies;

pay-on-time discount means the discount set out in the welcome pack (if any) that we may apply to your bills;

premises means the supply address described in the welcome pack;

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;

reminder notice means the notice from us to you if you do not pay your bill by the pay-by date;

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 law;

security deposit means an amount of money paid to us as security against non- payment of a bill in accordance with the energy law;

welcome pack means:

- (a) where you entered into this contract in our presence, the document you signed agreeing to enter into this contract;
- (b) where you entered into this contract over the telephone, the letter we provided to you about this contract shortly after that telephone call setting out the terms of this contract; or

- (c) where you applied to join us over the internet, the letter we provided to you accepting your application and setting out the terms of this contract shortly after the date of your application.

26. Definitions and interpretation

- 26.1 Unless otherwise defined in this contract, terms used in this contract have the same meanings as they have in the energy law.
- 26.2 In this contract:
 - 26.2.1 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this contract;
 - 26.2.2 a reference to:
 - (a) a statute includes regulations under it and consolidations, amendments, re-enactment 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
 - 26.2.3 the expressions 'including' or 'includes' are not terms of limitation.

- 26.3 Unless expressed to the contrary in this contract, this contract contains the entire understanding between the parties as to the subject matter contained in it and all previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this contract and have no effect.

Neighbourhood Energy Pty Ltd

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