

the smart business option



TERMS AND CONDITIONS

For market contracts in the state of Victoria





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. General

- 1.1 This Agreement is for the sale and supply of electricity.
- 1.2 These terms and conditions and the Welcome Pack set out the terms on which we will supply you electricity at the Supply Address.
- 1.3 Terms and conditions other than those set out in this Agreement may be implied into this Agreement as a matter of Law and nothing in this Agreement should be construed as restricting or excluding any such implied terms.
- 1.4 Both you and us must perform our obligations and exercise our rights under this Agreement in accordance with the relevant Law.
- 1.5 In these terms and conditions:
 - 1.5.1 'we' and 'us' means Neighbourhood Energy Pty Ltd ACN 109 118 578 located at Suite 1, 469 Glenhuntly Road Elsternwick, Victoria, 3185 and 'our' has a corresponding meaning;
 - 1.5.2 'you' means you the customer obtaining the supply of electricity from us at the Supply Address nominated by you and 'your' has a corresponding meaning; and
 - 1.5.3 all capitalised terms used in this document that are otherwise undefined have the meaning given in clause 22.

2. Agreement and Term

- 2.1 This Agreement between you and us begins on the Acceptance Date.
- 2.2 Where the Welcome Pack indicates this Agreement continues for a Fixed Term, this Agreement will end on the Fixed Term End Date, unless terminated earlier in accordance with these terms and conditions or continued under clause 3.
- 2.3 Where the Welcome Pack does not specify a Fixed Term, this Agreement continues until it is ended by you or us.

3. Continuation of Fixed Term Agreements

- 3.1 Where this Agreement has a Fixed Term, we will contact you between 1 and 2 months 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 we will offer you after the Fixed Term End Date (**New Offer**).
- 3.2 If by the Fixed Term End Date you have not entered into another agreement with us for the supply of electricity to the Supply Address and you are still purchasing electricity from us, this Agreement will continue at the tariff and on the terms and conditions set out in the New Offer.
- 3.3 If the New Offer is for a further fixed term, we will contact you again before the end of the New Offer based arrangements to discuss your further options following the end of those arrangements.

4. Supply

- 4.1 We agree to sell to you and you agree to purchase from us electricity for the Supply Address from the First Supply Date for the remainder of the Term on the terms and conditions set out in this Agreement.
- 4.2 The quantity of electricity supplied by us to you to the Supply Address will be measured by the Meter at the Supply Address, unless we make an estimate under clause 7.

5. Sign Up Reward

- 5.1 The reward(s) we have offered to give you in exchange for entering into this Agreement (if any) are set out in the Welcome Pack.
- 5.2 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.

- 5.3 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 delivered to you within 14 days after our receipt of your payment for your first bill from us under this Agreement.
- 5.4 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 Supply Address.
- 5.5 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.
- 5.6 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.
- 5.7 If any part of a non-cash reward is unavailable, we will contact you to seek to arrange a suitable alternative.
- 5.8 You agree that we may choose not to provide a reward to you if you terminate this Agreement prior to paying your first bill from us under this Agreement.

6. Tariffs and Charges

- 6.1 The tariffs and charges you have agreed to pay us (including where we will supply you with a GreenLight Product) are as set out in the Welcome Pack.
- 6.2 Unless indicated otherwise in the Welcome Pack, your tariffs and charges (other than for a GreenLight Product we supply to you) will be the tariffs and charges that we publish from time to time in the Victorian Government Gazette for your Distributor.

- 6.3 Your GreenLight Product tariff will be our tariff for the relevant GreenLight Product you are purchasing from us. Our GreenLight Product tariffs may change from time to time where a new tariff is approved by GreenPower™.
- 6.4 We will give you 30 days prior written notice of any change to your tariffs and charges, specifying the date when the change will commence. This written notice could take the form of a message contained in your bill.
- 6.5 You acknowledge that you have given us your explicit informed consent to us varying your tariffs and charges in this manner.

7. Billing

- 7.1 We will bill you at the intervals set out in the Welcome Pack for the supply of electricity to the Supply Address during the period:
- 7.1.1 for our first bill under this Agreement, since the First Supply Date; and
- 7.1.2 for each subsequent bill, since the period covered by our last bill ended.
- 7.2 We will bill you in accordance with this Agreement for the electricity we have provided to the Supply Address. We will deduct from that amount any concessions that you may receive and then apply any Pay-On-Time Discount you are entitled to under clause 9.
- 7.3 Unless an actual Meter reading is available, the bills that we issue to you will be our best estimate of your likely usage based on the historical information available to us. You acknowledge that you have provided us with your explicit informed consent to us issuing you with estimated bills in the absence of a reliable reading.
- 7.4 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:

Amount Due for Payment =

$$\text{Opening Balance} + \text{Total Charges for Current Account} - \text{Payments Received} - \text{Pay-On-Time Discount Owning}$$

- 7.5 If we have billed you based on estimates of your electricity usage and we subsequently obtain a reliable Meter reading we will adjust your next bill accordingly.
- 7.6 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.
- 7.7 In addition to any other fees we are entitled to under this Agreement, we may charge you for any fees, charges or other expenses that we incur:
- 7.7.1 if you deny access or fail to provide us with reasonable and safe access to the Supply Address for the purposes of reading your meter;
 - 7.7.2 where additional goods or services that you have requested are delivered to you [such additional fees will be disclosed to you at the time you make the relevant request]; or
 - 7.7.3 where we are permitted to do so by Law.

8. Payment

- 8.1 All bills issued by us to you under this Agreement must be paid within 12 Business Days of the issue date of that bill using one of the payment options set out in the bill, unless we have made separate arrangements with you and we have confirmed those arrangements in writing to you.
- 8.2 In this clause 8.2, words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as their definition in that Act. If GST is payable in respect of any supply made by a supplier under this Agreement, subject to the supplier providing a tax invoice to the recipient, the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

- 8.3 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 we then owe you under clause 9.
- 8.4 If your payment is not received by the Due Date, we will issue you with a reminder notice setting out the New Due Date.
- 8.5 If you have not made a payment to us by the New Due Date you will be in breach of this Agreement and we may take action to recover any money owing against you. No immediate action will be taken by us if you have informed us that payment by the New Due Date may not be possible and have entered into alternative payment arrangements (including an instalment plan) with us and we have confirmed those alternate arrangements in writing to you.
- 8.6 Before we commence any recovery action, we will perform our obligations in accordance with the relevant Law.
- 8.7 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.
- 8.8 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:
- 8.8.1 recover from you the amount of any fee we incur; and
 - 8.8.2 charge you an administration fee of \$25
- Any such fees will be added to your next bill.
- 8.9 You will still owe us the amount set out in your bill even if your payment is dishonoured or reversed.

9. Pay-On-Time Discount

- 9.1 You will receive a Pay-On-Time-Discount in relation to a bill we send you if:
- 9.1.1 your Welcome Pack indicates that you are entitled to a Pay-On-Time-Discount; and

- 9.1.2 you pay us the full amount due for that bill by the Due Date.
- 9.2 We will credit any Pay-On-Time-Discout we owe to you to your next bill.
- 9.3 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-Discout for that bill even if you subsequently pay that bill by the New Due Date.

10. Credit Checks

We may undertake a credit check on you through a credit-reporting agency. By agreeing to enter into this Agreement, 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 Law.

11. Privacy

- 11.1 From time to time we may need to collect and disclose personal information about you for reasons related to this Agreement or our supply of goods or services to you. We respect your privacy and will only use and disclose your personal information in the manner permitted by the *Privacy Act 1988* (Cth) and in accordance with our privacy policy.
- 11.2 By entering into this Agreement 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.
- 11.3 From time to time we may provide you with promotional material. Please let us know if you do not wish to receive this material.

12. Refundable Advances

- 12.1 We may require you to provide us with a refundable advance if:
 - 12.1.1 you have left a previous address or have transferred to an electricity retailer and still have Relevant Arrears in respect of the previous account;

- 12.1.2 within the previous 2 years you have used electricity otherwise than in accordance with applicable Laws;
 - 12.1.3 you are a new customer and have failed to provide acceptable identification; or
 - 12.1.4 in certain circumstances prescribed by the Energy Retail Code, where we decide that you have an unsatisfactory credit rating.
- 12.2 If we require a refundable advance, we will notify you of the amount we require. Such amount will be calculated by us in accordance with the Energy Retail Code.
- 12.3 We may use the refundable advance and any interest on that advance (accruing in accordance with the prevailing bank bill rate) to offset any amount owed by you to us under this Agreement if:
- 12.3.1 you fail to pay a bill which results in the disconnection of your electricity supply and you no longer have a right of reconnection;
 - 12.3.2 you vacate the Supply Address;
 - 12.3.3 you request to be disconnected; or
 - 12.3.4 you transfer to another retailer.
- 12.4 The refundable advance and any accrued interest will be refunded to you within 10 Business Days if you pay a year's bills by their Due Date (not their New Due Date) or if you 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.
- 12.5 Where we apply the refundable advance and interest to offset any amount you owe us, we will set out in writing to you how we have applied the refundable advance and we will return any unused portion of the refundable advance to you within 10 Business Days after we no longer require the refundable advance.

13. Supply Address Access

- 13.1 Whilst you are a customer of ours and for a reasonable period thereafter you agree to provide convenient, unhindered and safe access to the Meter at the Supply Address at all times to us, our agents or your Distributor or its agents (as the case may be).
- 13.2 You acknowledge that failure to provide access to the Meter at the Supply Address can result in continuous estimated bills being issued and could result in a disconnection under the Energy Retail Code.

14. Termination and Disconnection

- 14.1 We may disconnect the Supply Address or terminate this Agreement (or both) for any of the following reasons:
 - 14.1.1 on request by you;
 - 14.1.2 if your account remains in arrears following the issue and expiry of a disconnection notice and you have failed to make or comply with alternative arrangements with us concerning your account;
 - 14.1.3 the Meter at the Supply Address is not accessible for reading due to your acts or omissions (or acts or omissions done on your behalf) and continues to not be accessible following our giving you the disconnection warning required by the Energy Retail Code.
 - 14.1.4 if we conclude that you have fraudulently obtained electricity at the Supply Address;
 - 14.1.5 we are entitled to require a refundable advance from you and you have refused to provide us with one; or
 - 14.1.6 you have vacated the Supply Address.
- 14.2 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 Agreement will terminate without further action from either you or us. If the Agreement terminates in accordance with this clause you remain liable to us for any amounts owing

from you to us under this Agreement immediately prior to termination (including amounts not at that date billed by us).

- 14.3 The Supply Address will not be disconnected and this Agreement will not be terminated if:
- 14.3.1 it is a registered life support site and you have notified us and the local Distributor of this fact;
 - 14.3.2 you are a Domestic Customer that has an outstanding application for a Utility Relief Grant for the Supply Address; or
 - 14.3.3 the disconnection would arise due to your non-payment of our bill(s) and:
 - (a) you are a Domestic Customer who owes us less than the Minimum Debt;
 - (b) you have made an application to the Ombudsman directly related to that non-payment that is unresolved; or
 - (c) the only charges you have not paid do not relate to the supply or sale of electricity.
- 14.4 You may terminate this Agreement by giving us 10 Business Days notice, except that we may then apply an Early Termination Fee.

15. Early Termination Fee

If this Agreement has a Fixed Term and this Agreement ends (including by termination) before any applicable Fixed Term End Date, we may charge you the Early Termination Fee.

16. Responsibilities and Liability

- 16.1 Any representation, warranty, condition or undertaking not set out in this Agreement but which would be implied in this Agreement by Law is excluded to the extent permitted by the Law.
- 16.2 You acknowledge that the quality and reliability of the electricity supplied to you under this Agreement is impacted by many factors including demand and the actions of third parties such as electricity generators and the Distributor.

- 16.3 If you are not a Domestic Customer, you agree to take reasonable precautions to minimise the risk of loss or damage to any of your equipment, premises or business which may result from the poor quality or reliability of the electricity supply.
- 16.4 To the extent permitted by Law, you agree to indemnify us for the loss or damage (including legal fees) we suffer due to any:
 - 16.4.1 breach by you of this Agreement; or
 - 16.4.2 negligence by you in relation to this Agreement.

17. Vacating the Supply Address

- 17.1 If you intend to vacate the Supply Address you should give us as much notice as possible so that we have time to make the necessary arrangements, 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 your final bill.
- 17.2 You will be responsible for the electricity supplied at the Supply Address until 3 Business Days after you notify us that you are vacating the Supply Address or the day you vacate the premises, whichever is later.
- 17.3 If you do not tell us that you are leaving the Supply Address we may charge you for the supply of electricity to the Supply Address until a new customer enters into an agreement for the supply of electricity at the Supply Address.
- 17.4 If you vacate the Supply Address before any applicable Fixed Term End Date, we may charge you an Early Termination Fee.

18. Unauthorised Consumption

- 18.1 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.
- 18.2 If you breach clause 18.1:
 - 18.2.1 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;

18.2.2 the bills based on estimated usage will be immediately payable to us by you in full;

18.2.3 we may also recover from you any additional charges incurred by us as a result of the breach;

18.2.4 we may notify your Distributor and appropriate authorities of the activities giving rise to the breach; and

18.2.5 we may disconnect your electricity supply.

19. Force Majeure

19.1 If either you or us (**Affected Party**) are unable to comply with any of our respective obligations under this Agreement due to:

19.1.1 a Force Majeure Event;

19.1.2 due to the Distributor's or electricity generators' inability to supply electricity; or

19.1.3 changes in applicable Laws,

the compliance with that obligation by the affected party shall be suspended (except the obligation to pay any money already owing) for as long as and to the extent that compliance with that obligation is affected by that event.

19.2 The Affected Party must use its best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible.

19.3 The Affected Party must give the other party notice of the impact caused by the Force Majeure Event, an estimate of the likely duration of the details of the Force Majeure Event together and details of the actions the Affected Party is taking to overcome or minimise the effects.

20. Dispute Resolution

20.1 Where you have a complaint or concerns about this Agreement or our conduct, please contact us to resolve the matter. We will ensure that the appropriate member of our staff responds to you promptly, or if there may be a delay, give you an indication of when we will be able to respond.

20.2 If you are not satisfied with our response you may refer the complaint to the Energy and Water Ombudsman (Victoria) or another relevant external dispute resolution body.

21. Assignment

We may assign, or otherwise dispose of, the whole or any part of our interest in this Agreement 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 Agreement without our prior written consent.

22. Definitions

22.1 In this Agreement:

Acceptance Date: means, as applicable:

- (a) where you entered into this Agreement in our presence, the date you sign this Agreement;
- (b) where you entered into this Agreement over the telephone, the date of that telephone call; or
- (c) in all other circumstances, the date we accept your request that we supply electricity to the Supply Address under this Agreement, being the date on the Welcome Pack.

Business Day: means any day that is not a Saturday, Sunday or a public holiday in the State of Victoria.

Agreement: means the agreement between us and you for the supply and purchase of electricity at the Supply Address 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 Agreement without penalty by giving written notice to us, being 10 Business Days starting on the first Business Day after you received the Agreement.

Distributor: means the holder of the distribution licence of the electricity distribution network to which the Supply Address is connected.

Domestic Customer: means a customer who purchases electricity from us principally for personal, household or domestic use at the relevant Supply Address.

Due Date: means the date your bill becomes due and payable.

Early Termination Fee: means the amount described as such in the Welcome Pack and payable under clause 15.

Energy Retail Code: means the Victorian Energy Retail Code published by the Essential Services Commission of Victoria.

First Supply Date: means the first date we supply electricity to the Supply Address under this Agreement, being:

- (a) if the Supply Address is serviced by an Interval Meter, the day after the Cooling-Off Period expires; or
- (b) if the Supply Address is serviced by any other Meter, the date of the next scheduled Meter reading after the Cooling-Off Period has expired.

Fixed Term: means the initial fixed period of this Agreement, 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 2011, the Fixed Term End Date will be 11 January 2013].

Force Majeure Event: means an event beyond the reasonable control of you or us.

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.

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.

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.

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

Minimum Debt: means the minimum arrears for disconnection of a Domestic Customer

New Due Date: means the date specified on the Reminder Notice for payment of your bill.

New Offer has the meaning given in clause 3.1.

Pay-On-Time Discount: means the discount set out in the Welcome Pack (if any) that we apply to your bills.

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

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

Supply Address: means the address described in the Welcome Pack.

Term: means the period from the Acceptance Date until the end of the Agreement.

Welcome Pack means:

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

23. Interpretation

23.1 In this Agreement:

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

23.1.2 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

23.1.3 the expressions 'including' or 'includes' are not terms of limitation.

23.2 This Agreement 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 Agreement and have no effect.

23.3 This Agreement shall be governed and construed in accordance with the laws of the State of Victoria.

Neighbourhood Energy Pty Ltd

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