

# a guide to your energy contract

## **Market Retail Contract**

Electricity and Gas Small Customers  
New South Wales, Queensland,  
South Australia and Victoria

August 2018



**alinta**energy

## Welcome

### A new way with energy

At Alinta Energy, we're doing things differently. We're going right back to basics. Making energy really simple. The way it should be – more helpful, more transparent and more informative. Innovative energy plans. Offers that make sense. Better ways to do business. Phone calls answered promptly. Questions answered in a straightforward way. Bills explained in real terms.

### An understanding

Over the years we've learnt a lot from our customers. We've learnt a lot about people too. We know that Australians are doing it tough, so we're here to help. We're committed to making energy more affordable, for all Australians.

### A better way with energy

Our challenge and commitment is to make energy more affordable. You'll likely find us more straightforward and easier to deal with than many other energy retailers. Whether it's getting through to us promptly on the phone or being able to smooth your energy account payments in monthly instalments.

**Enjoy the Alinta Energy difference!**

## How to contact the Alinta Energy team

We know everyone's different when it comes to how they like dealing with companies. So choose to contact us in the way that suits you best.



PHONE

133 702

Monday to Friday from  
8am to 7pm and Saturdays  
from 9am to 4pm [AEST]



FAX

1300 781 235



ONLINE

[alintaenergy.com.au](http://alintaenergy.com.au)



POSTAL  
ADDRESS

Alinta Energy  
GPO Box 1302  
Melbourne VIC 3001



STREET  
ADDRESS

Alinta Energy  
Level 16,  
60 City Road  
Southbank VIC 3006

## Interpreter service

To use the Telephone Interpreter Service, please call 13 14 50.

لاستعمال خدمة الترجمة  
Arabic  
إتصل مع الرقم 13 14 50

Traditional Chinese 慾使用傳譯服務，  
請電 13 14 50

Croatian Ako želite koristiti Službu tumača,  
molimo nazovite 13 14 50

Greek Για να χρησιμοποιήσετε την Υπηρεσία  
Διερμηνέων, παρακαλώ τηλεφωνήστε στο 13 14 50

Italian Per l'assistenza di un interprete  
telefonare al 13 14 50

Spanish Para usar un Servicio de Intérpretes,  
por favor llame al 13 14 50

Vietnamese Muốn sử dụng Dịch vụ Thông  
dịch, xin gọi 13 14 50

## National relay service

To use the Teletypewriter (TTY) service, please call 133 677. This is available for the cost of a local call.

To use the Speak & Listen service, please call 1300 555 727.

## Questions about your new plan?

Our aim is to provide you with options, so you can pick the plan which best suits your particular needs.

We recommend you read this booklet and make sure you understand all the details. Please contact us if you have any queries.

## Concerns about the service you've received?

We want to make sure you enjoy being a customer of Alinta Energy and welcome feedback, be it positive or negative. So if you're not happy with the service you're receiving from us, please let our team know as soon as you can so we can start resolving it for you.

You can do this in a number of ways:

- call the team on 133 702 (Monday to Friday 8am to 7pm and Saturdays from 9am to 4pm)
- log your feedback at [alintaenergy.com.au/contactus](http://alintaenergy.com.au/contactus)
- post your comments to:  
Alinta Energy – Feedback  
GPO Box 1302  
Melbourne VIC 3001

Our commitment is to respond to you within five business days. However where we need more time to find the answer and solution, we will be sure to contact you within five business days to give you an update, and advise you of the time within which we expect to find the answer or solution. We will also confirm how frequently you'd like to be updated moving forward. We will acknowledge your enquiry, complaint or dispute as soon as practicable but within 24 hours of receipt.

Your complaint will be dealt with in accordance with our complaint handling procedures which can be found at [alintaenergy.com.au](http://alintaenergy.com.au).

## How to pay your account

One size doesn't always fit all, so we've got a range of solutions for you to choose from when paying your Alinta Energy accounts. Each account you receive from us will include all our up to date payment options for the plan you are on, so keep an eye out in case we introduce anything new.

Of course, if the plan you choose has a discount for paying by a particular method (such as Direct Debit), please make sure you pay each account using that method to ensure you receive your discount.



### PHONE OR WEB

To make a payment from your MasterCard, VISA or American Express card, visit [alintaenergy.com.au](http://alintaenergy.com.au) or call 133 702.



### DIRECT DEBIT

To 'set and forget', download a Direct Debit Application form from [alintaenergy.com.au](http://alintaenergy.com.au) or call us on 133 702. Your Direct Debit can come out of any cheque, savings, transaction or credit card account.



### BPAY®

Contact your bank or financial institution to make a payment from your cheque, savings, debit, credit card or transaction account. For more information visit [www.bpay.com.au](http://www.bpay.com.au).



### IN PERSON

Take your Alinta Energy account to any Post Office to pay by cash, cheque or EFTPOS.



### BY MAIL

If cheque is your preferred method, just tear the payment options slip off the account you'd like to pay, and post it with your cheque to the address shown on the slip.

## Need assistance paying your account?

If you're having trouble paying an account by the due date, call us as soon as you can on 133 702 and our team will be happy to talk you through the options available. This may include a payment extension, an instalment plan or other concessions. Full details of our hardship policy for Small Residential Customers can be found on our website at [alintaenergy.com.au](http://alintaenergy.com.au) or by calling us on 133 702.

## Are you eligible for an energy concession?

If you are a Small Residential Customer, you may be eligible for a government funded energy charge rebate, concession or relief scheme. Those rebates, concessions or relief schemes apply to your plan subject to eligibility. The form of the rebate, concession or relief scheme will depend on the State in which your premises are located. We will provide information on these concessions or rebates to you free of charge or, they can be found at our website at [alintaenergy.com.au](http://alintaenergy.com.au) (under the heading Energy Products / Customer Information) or using the details set out below:

### South Australia

Department for Communities and Social Inclusion

Phone: 1800 307 758,  
Hearing & Speech Impairment DCS Inclusion  
Text Service on TTS 08 8226 6789.

Web: [www.sa.gov.au/concessions](http://www.sa.gov.au/concessions)

Email: [concessions@dcsi.sa.gov.au](mailto:concessions@dcsi.sa.gov.au)

### Victoria

Department of Health & Human Services

Phone: 1800 658 521

Website: [www.dhs.vic.gov.au/for-individuals/financial-support/concessions/energy](http://www.dhs.vic.gov.au/for-individuals/financial-support/concessions/energy)

### New South Wales

Department of Planning and Environment

Phone: 13 77 88

National Relay Service for Hearing  
& Speech Impairment: 1300 555 727

Hearing & Speech Impairment, TTY users: 133 677

Translation and Interpreting Service: 131 450

Website: [www.energy.nsw.gov.au/energy-consumers/financial-assistance/rebates](http://www.energy.nsw.gov.au/energy-consumers/financial-assistance/rebates)

### Queensland

Department of Communities,  
Child Safety and Disability Services

GPO Box 806

Brisbane Queensland 4001

Phone: 13 QGOV (13 74 68)

Fax: (07) 3247 5908

Web: [www.communities.qld.gov.au/communityservices](http://www.communities.qld.gov.au/communityservices)

Email: [enquiries@communities.qld.gov.au](mailto:enquiries@communities.qld.gov.au)

Hearing & Speech Impairment, TTY users: 133 677

## Your energy contract

This contract is a market retail energy contract. It is about the sale of energy to you, the customer, at your premises and is made up of the following parts:

- your Contract Summary;
- Disclosure Information (incorporating any Pricing Information); and
- the contract terms included in the following pages.

In addition to this energy contract, the applicable laws and codes and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you.

**Note:** Until the National Energy Retail Law and the National Energy Retail Rules are adopted in Victoria (referred to as "NECF implementation in Victoria"), the applicable laws and codes in Victoria are the *Electricity Industry Act 2000*, the *Gas Industry Act 2001* and the Energy Retail Code made by the Essential Services Commission. Prior to NECF implementation in Victoria all references to the National Energy Retail Law and Rules in this contract should be read as references to the Energy Retail Code unless otherwise stated.

Please also take the time to read through the contract terms to ensure you are familiar with our obligations and your obligations.

**This energy contract only applies whilst you are a Small Customer at the premises or, if you are not a Small Customer, but Alinta Energy expressly offers and you accept an offer under this market retail contract.**

**You must immediately notify us if you are not, or you cease to be, a Small Customer.**

If you are not, or you cease to be, a Small Customer then this energy contract may no longer apply. In that circumstance, we will give you notice of your new contract terms, tariffs and pricing as soon as possible after we become aware of your change in customer status.

This energy contract does not apply to customers who have a prepayment meter system.

## Contract terms

These contract terms form part of an energy contract between us and you.

### What do we do

Under this energy contract we agree to sell energy supplied to your premises by your distributor.

We also agree to arrange for your distributor to connect your premises to its distribution system, if you ask us.

We will arrange connection as soon as practicable after your request.

We also agree to arrange for your distributor to supply energy to your premises or, in the case of gas, to do this ourselves by arranging supply with your distributor.

### What you must do

In return, you are required to pay the amounts we bill you.

### Flexibility and portability

If this energy contract covers just electricity and, later, you want it extended to both electricity and gas please contact us. If we have an available plan we will provide you with Pricing Information detailing the tariffs, charges and discounts applicable to gas and, if you then notify us that those tariffs, charges and discounts are acceptable to you, we will take the necessary steps to become financially responsible for your premises for gas. From then, we will sell gas to you under this energy contract.

If this energy contract covers both electricity and gas and you decide to transfer to another retailer for one of those energy types, then, from when that other retailer becomes financially responsible for your premises for that energy type, this energy contract will continue on but only in respect of the other energy type. Depending on the plan you have chosen, you may be liable to pay exit fees.

If you want to transfer this energy contract to a new premises because you are moving, please contact us.

### Electricity and gas

These terms and conditions apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas you have a separate contract with us for each energy type.

## The term of the energy contract

### When the energy contract begins

This contract begins on the day that you accept our offer whether you do this by signing our offer form, verbally accepting an offer made over the telephone or otherwise by accepting our offer electronically.

### Cooling off

You have a right to cancel this energy contract without penalty within 10 business days after the date you receive from us a copy of the welcome pack and all documentation in accordance with applicable laws and codes ("cooling off period").

To cancel this energy contract during the cooling off period you can inform us orally or in writing of your intention to withdraw from the contract. If you do so, this contract will end immediately.

### When we start selling you energy

Although this contract may have begun, we do not start selling you energy, and you have no obligation to pay us for energy, unless and until:

- we are satisfied with your eligibility for our offer;
- we are satisfied with your creditworthiness;
- the cooling off period has expired;
- your premises has its own meter with a unique identifier; and
- we have become financially responsible for your premises in accordance with applicable laws and codes. We will notify you when this occurs.

### When this energy contract ends

This energy contract will end:

- if it is terminated by you ("customer termination notice"). To do this you must provide us with 20 business days notice;
- if you are vacating your premises, 3 business days notice ("vacating notice"). The notice should specify the date you propose to vacate the premises (move-out date);
- if this is an energy contract with a contract length or contract term, at the expiry date, in which case the section below on contracts with contract terms applies;
- if the premises are disconnected and you have not met the requirements in the applicable laws and codes for reconnection – 10 business days from the date of disconnection;
- if another retailer has become financially responsible for your premises;
- if a different customer starts to buy energy for the premises, on the date that customer's contract starts;

- if we both agree to end this contract - on the date that is agreed;
- if you are no longer a Small Customer and Alinta Energy exercises its right to end this contract;
  - on a date specified by us, which we will give you at least 5 but no more than 20 business days notice; or
  - if you have not told us of the change in use of your energy – from the time of the change in use;
- if you have entered into a new energy contract with us for your premises;
- if our contract with your distributor ends; or
- subject to the paragraph entitled “Last Resort Event” of this energy contract booklet.

If this contract is terminated because of a customer termination notice or because you cease to be a Small Customer, and 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 until we have issued a final bill and you have paid any outstanding amount for the sale of energy.

All accrued rights and obligations will not be affected when this energy contract ends, including obligations to pay amounts to us.

#### **Defined Benefit period contracts**

Your energy contract may include a defined benefit period component which provides a benefit for a limited time such as 12 months or 24 months.

At the end of the benefit period your energy contract will continue on these terms and conditions but the benefits will end unless otherwise specified below.

#### **NSW, Victoria and South Australia:**

If your premises are in New South Wales, Victoria or South Australia and your energy plan includes reference to benefits, then during the benefit period, you will receive those benefits subject to you meeting and continuing to meet the eligibility criteria for those benefits.

Not less than 20 Business Days before the end of the defined benefit period we may offer you new benefits for an additional benefit period as set out in the offer. If we don't hear from you before the end of the benefit period that you don't want to take up the new offer you will have agreed to accept that offer and the new benefits and additional benefit period will apply to the contract between us after the end of the initial benefit period.

If we don't make you an offer for new benefits or, you reject our offer for new benefits, then the standing tariffs will apply after the end of the benefit period. Those tariffs can be found at [alintaenergy.com.au](http://alintaenergy.com.au)

Our standing tariffs can be changed in accordance with the applicable laws and codes.

Subject to all applicable laws and codes, if you terminate this energy contract before the end of the benefit period you may be liable to pay exit fees. If applicable, the Pricing Information for your applicable plan will set out the amount of the exit fee or, the manner in which it is calculated (if applicable).

#### **Queensland:**

If your premises are located in Queensland and your energy plan includes reference to a defined benefit period, you will receive those benefits and features for the specified period (e.g. 12 months or 24 months) subject to you meeting and continuing to meet the eligibility criteria.

At the end of the benefit period your energy contract will continue but the benefits will end unless otherwise provided in accordance with the terms set out below and in your Pricing Information. Not less than 20 Business Days before the end of the defined benefit period we may offer you new benefits for a further 24 month benefit period.

If we do make you a new offer and:

- you do not let us know before the end of the benefit period that you do not want to take up the new offer then we'll consider that you have agreed to the new offer. Any new offer will apply from the end of the initial benefit period; or
- you reject our offer of new benefits by contacting us then, as long as you remain an Alinta Energy customer for the premises, the applicable Alinta Energy published standing tariffs (with no discount) will apply.

If at the end of the defined benefit period we do not make you an offer of new benefits then your energy plan will be automatically extended for a further benefit period of 24 months. This means that you will continue to receive the same benefits and features of your energy plan for a further 24 months subject to you meeting and continuing to meet the eligibility criteria.

#### **Contracts with a contract term**

If this is an energy contract with a fixed contract term and you terminate it before the expiry date or another retailer has become financially responsible for your premises before the expiry date then, subject to applicable laws and codes, you may be liable to pay exit fees as detailed in our Pricing Information. Our Pricing Information sets out the amount of any exit fees or, the manner in which they will be calculated (if applicable).

If this is an energy contract with a contract term (or contract length), then, no earlier than 40 business days prior to the expiry date and no later than 20 business days prior to the expiry date, we will advise you of:

- the expiry date;
- the details of the price, terms and conditions applicable to the sale of energy to the premises under a deemed customer retail arrangement;
- your options for establishing a customer retail contract including the availability of a standing offer; and
- the consequences for you if you do not enter into a customer retail contract (whether with us or another retailer) including the entitlement we have to arrange de-energisation for the premises including the process for de-energisation.

#### **Arrangements if you vacate your premises**

If you terminate this energy contract because you vacate your premises you must provide at least 3 business days notice to us of the date on which you intend to vacate and give us your forwarding address. We will use our best efforts to ensure the meter is read, or metering data is obtained, on that date and at a time agreed with you. If having used best efforts we cannot read the meter at the time agreed or for any reason access to the meter is not available, then as soon as possible after that date we will read the meter and send you a final account at the forwarding address.

If you do not give us the required notice, or you have provided the required notice but not agreed a time for the meter to be read, or we cannot access the meter, then you will continue to be liable for energy consumed at the premises until the earlier of:

- we become aware you have vacated the premises and the meter is read or metering data is obtained. This will happen within 3 business days of us becoming aware you have vacated the premises, if you provide access to the meter, and otherwise as soon as reasonably possible;
- another customer enters into an energy contract with us for the premises; or
- another retailer becomes financially responsible for the premises.

If you enter into an energy contract with us for another premises, we may include your charges for the vacated premises in an account for the new premises.

#### **Last resort event**

If a last resort event occurs in respect of electricity or gas we are required to transfer you to another retailer. To effect this transfer we will provide the appointed retailer with your name and billing address and details of your meter and this contract will come to an end.

## **Tariffs, charges and discounts**

Our tariffs and charges for electricity and gas are detailed in our Pricing Information.

The tariffs that we charge you are generally comprised of:

- usage charge; and
- the daily supply charge.

Different rates may apply at different times of the day or year (see your Pricing Information). Your usage also means that different rates may apply, see your Pricing Information.

In addition to the usage charge and the daily supply charge, the tariffs and charges that you may be required to pay may include, but not limited to: late payment fees, exit fees, credit card processing fees, paper bill fee, fees for dishonoured payments, additional meter costs, disconnection and reconnection fees, establishment fees and any other charges imposed by your distributor that are specific to you or your premises.

You may be entitled to a discount off our tariffs depending on the plan you have chosen as detailed in your Pricing Information.

#### **Variations in tariffs, additional charges and changes in discounts**

Unless otherwise stated in your Pricing Information, we may vary the tariffs and charges set out in your Pricing Information at any time. Variations may include the amount, nature and structure of the tariffs and charges. We will give you notice of any variations to the tariffs and charges as soon as practicable and in any event no later than your next bill or in accordance with any applicable laws and codes. Changes to tariffs and charges will also be published on our website at [alintaenergy.com.au](http://alintaenergy.com.au). The tariffs and charges may also be varied in accordance with the paragraph entitled "Benefit period contracts" of this booklet.

If a tariff, charge or discount applicable to you or your premises changes midway through a billing cycle we will calculate your bill on a pro rata basis so you are charged the new tariff or charge, or the new discount is applied, from the date of the change until the end of the billing cycle in accordance with the applicable laws and codes.

#### **Energy concessions**

If you are legally entitled to a concession we will apply that concession accordingly.

## Billing

### Separate bills for electricity and gas

If we sell you both electricity and gas under this energy contract, we will bill you separately for each energy type.

### The contents of your accounts

Your accounts will comply with applicable laws and codes. They will include:

- your name and account number;
- the amount you must pay for the energy used at your premises;
- any amounts due to the distributor in respect of your premises;
- a graph to help you understand your energy usage;
- the total amount of electricity (in kWh) and gas (in MJ) used;
- the pay-by date;
- payment methods; and
- contact numbers to make enquiries, complaints and to report faults.

### When and how you will receive your bills

Your bills will be sent to the billing or email address set out in your offer. If you have provided us with your email address, you agree to receive your bills by email to that email address, unless you request for us to send your bills to a postal address or we otherwise determine that your email address is not valid.

If we send your bill by email and we become aware that the email has not reached you, we will send a copy of the account to you by ordinary mail as soon as practicable, usually within 1 business day. However, the original pay-by date will stand.

We will issue bills as soon as possible after the end of each billing cycle set out in the offer for each energy type.

### Estimating the energy usage

We may estimate the amount of energy 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.

We must obtain your explicit informed consent to base a bill on an estimation, unless the meter cannot be read or the metering data is not obtained.

If we estimate the amount of energy consumed at your premises to calculate a bill, we must:

- clearly state on the bill that it is based on an estimation; and

- when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.

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.

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.

In any event, we will use our best endeavours to ensure your meter is read at least once in any 12 month period.

### Review of your account

If you ask us to review an account we will do so and report back to you in accordance with our standard complaints and dispute resolution procedures. If you ask us to review a bill we will do so and report back to you in accordance with our standard complaints and dispute resolution procedures.

While this review is being conducted, you must pay the lesser of:

- the portion of the bill that you do not dispute; and
- an amount equal to the average of your bills in the last 12 months.

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, if the bill was incorrect, we will adjust the bill and refund any charge you have paid in advance or credit the amount of that charge in the adjusted bill in accordance with the following paragraph.

**Note:** customers in Victoria are not required to pay for a meter check or test in advance.

### Overcharging

If we have overcharged you we will inform you within 10 business days of when we become aware of the overcharging and repay the overcharged amount according to your instructions or otherwise as required by the law.

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.

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.

If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.

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.

### **Undercharging**

If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:

- we will not charge interest on the undercharged amount; and
- 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.

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.

We must provide you with reasonable information on distribution charges, retail charges and any other charges. You can elect to pay this amount in instalments over that same period of time that you were undercharged.

### **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 you require information going back more than 2 years or we have already given you this information:

- 4 times in the previous 12 months, where this contract relates to electricity; or
- in the previous 12 months, where this contract relates to gas.

**Note:** For customers in Victoria 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.

### **Electricity consumption information**

Upon request, we must give you information about your electricity consumption for up to 2 years free of charge.

However, we may charge you if:

- we have already given you this information 4 times in the previous 12 months; or
- the information requested is different in manner or form to any minimum requirements we are required to meet; or
- the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

**Note:** For customers in Victoria 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.

## **Paying your bill**

### **What you must pay**

You must pay amounts billed by us for the energy we have sold you and any additional charges detailed in our Disclosure Information or these contract terms and separately itemised on your bill.

You must pay us any charges forwarded on from your distributor or any person providing a meter or metering services at your premises including charges for connection, disconnecting and reconnecting your premises and charges for meter testing and special meter reads.

You must also pay any related GST.

### **How and when you must pay your bill**

You can choose from the payment methods applicable to the plan you have chosen as set out on your account or those allowed under applicable laws and codes.

Your bill must be paid by the pay-by date specified on your bill. If you do not pay by the pay-by date we will send you a reminder that the bill is past due and giving you a further pay-by date which will be not less than 5 business days after the date the notice is issued.

You can choose to pay your account in advance.

If we incur a fee as a result of a payment you have made being dishonoured or reversed, we may recover that fee from you as permitted by law.

### **Applying your payments**

If we sell you electricity and gas under this energy contract we will apply payments as you direct or, if you do not give us a direction, in proportion to the respective amounts billed for each energy type.

If we include a charge in a bill for any other good or service we have sold to you then, unless you direct us otherwise, we will apply your payments first to the amount applicable to your energy usage.

### **Late payments**

If you fail to pay your bill by the pay-by date then, we may, subject to any applicable laws or codes, charge you any late payment fee detailed in our Pricing Information

### **Credit card payment fee**

We may charge you a credit card payment fee for paying your bill by credit card. Any credit card payment fee will be detailed in our Pricing Information.

### **Payment difficulties**

If you are having difficulties paying a bill or instalment, please contact us. We will provide you with payment options in accordance with relevant laws and regulations.

### **Shortened collection cycles**

We may place you on a shortened billing cycle if:

- you are a Small Residential Customer who is not experiencing payment difficulties or you are a Small Business Customer; and in each case;
- we have given you reminder or warning notices for two consecutive bills;
- we have complied with the other requirements of the applicable laws and codes including providing additional information or warnings.

If we place you on a shortened collection cycle we will notify you of that together with any additional information required by applicable laws and codes.

If you are on shortened collection cycle and pay three consecutive accounts by the pay-by date, we will return you to the collection cycle you were on previously.

### **Shortened billing cycles**

We may agree to provide you with a shortened billing cycle with a regular recurrent period:

- (a) in the case of an electricity contract, of less than three months; and
- (b) in the case of a gas contract, of less than two months.

Under the agreement, we may impose an additional retail charge for making the different billing cycle available.

## **Credit checks and security deposits**

### **We may conduct credit checks**

We may, at any time, conduct a check on your creditworthiness if we wish and you consent to us doing so.

All the information we collect in checking your creditworthiness will be gathered and dealt with in accordance with our Credit Policy which is available on our website.

### **Security deposits**

We may require that you provide a security deposit in accordance with applicable laws and codes. If you are a Small Residential Customer we can only make this request at the time this contract is entered into.

If you are a Small Business Customer we may make a request at the time this contract is entered into and, at any time during the term of this contract.

The circumstances in which we can require a security deposit, the maximum amount of the security deposit and when the security deposit must be returned are governed by applicable laws and codes

## **Disconnection**

### **When we are allowed to disconnect you**

Subject to us satisfying the requirements in the applicable laws and codes we may arrange for the disconnection of your premises if:

- You do not pay your bill by the pay-by date; and
  - if you are a Residential Customer, you:
    - fail to comply with the terms of an agreed payment plan; or
    - do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- or
- you do not provide a security deposit we are entitled to require from you; or
  - you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
  - you fail to give us safe and unhindered access to the premises for metering access as required under the energy laws ; or
  - there has been illegal or fraudulent use of energy at your premises in breach of the section entitled “Wrongful and illegal use of energy” on page 21 of this energy contract booklet; or
  - we are otherwise entitled or required to do so under the applicable laws and codes or by law.

## **Notice and warning of disconnection**

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the applicable laws and codes and, in the case of metering access, we cannot disconnect you if we have rectified the matter that gave rise to the disconnection warning notice. 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 energy at your premises or where there is an emergency or health and safety issue).

### When we must not arrange disconnection

Subject to the provisions of this section and applicable laws and codes, your premises may not be disconnected during the following times ('the protected period'):

- if you are a Small Residential Customer on a business day before 8.00am or after 2.00pm (Victoria) or after 3.00pm if you are a Small Business Customer (Victoria), on a business day before 8.00am or after 3.00pm (South Australia and New South Wales); or
- on a Friday or the day before a public holiday; or
- on a weekend or a public holiday; or
- on the days between 20 December and 31 December (both inclusive) in any year; or
- during an extreme weather event, if you are being disconnected under the section "When we are allowed to disconnect you" on page 19 of this energy contract booklet.

Your premises may be disconnected within the protected period:

- for reasons of health and safety; or
- in an emergency; or
- as directed by a relevant authority; or

**Note:** Victorian customers may be disconnected if its permitted under their connection contract or applicable laws.

- if you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or
- if you request us to arrange disconnection within the protected period; or
- 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
- where the premises are not occupied.

We may terminate this contract 10 business days following disconnection if you do not meet the requirements for reconnection in this section.

### Disconnection on request

You may request disconnection and the issue of a final bill. Once you ask us, we will use reasonable efforts to arrange disconnection of your premises in accordance with your request.

If you request disconnection but the distributor fails to disconnect you for any reason you will remain liable for any charges of the distributor to your premises and we will pass those charges through to you.

### Reconnection after disconnection

We must request your distributor to reconnect your premises if, within 10 business days of your premises being disconnected:

- you ask us to arrange for reconnection of your premises; and
- you rectify the matter that led to the disconnection; and
- you pay any reconnection charge (if requested).

Any such request will be in accordance with applicable laws and codes.

## Energy use

### Wrongful and illegal use of energy

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

- illegally use energy supplied to your premises; or
- interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- use the energy supplied to your premises or any energy equipment in a manner that:
  - unreasonably interferes with the connection or supply of energy to another customer; or
  - causes damage or interference to any third party; or
- allow energy purchased from us to be used otherwise than in accordance with this contract and the applicable laws and codes; or
- tamper with, or permit tampering with, any meters or associated equipment.

## Access

### Access to your premises and meters

You must provide us, the distributor and any person providing a meter or metering services with safe and unhindered access to your premises and the meter provided:

- the person seeking access provides official identification to verify their identity; and
- the person's purpose solely concerns your energy supply including reading the meter, inspecting, repairing, testing or maintaining the meter or connecting, disconnecting or reconnecting your energy supply.

Under this contract, we may replace your existing electricity meter with a new meter as part of a replacement program for your type of meter, even where:

- your existing meter is not or may not be faulty; or
- you have not requested the replacement meter.

You waive your right under rule 59A of the National Energy Retail Rules to opt out of having your meter replaced.

You agree to pay any upfront charges incurred as a result of replacing your existing meter with a new meter.

### Other obligations related to your meter

You must notify us as soon as possible if something changes which affects safe and unhindered meter access.

You must not damage, remove or in any way tamper with, or allow anyone else to tamper with, your meter.

### Interruption to electricity supply

We may arrange retailer planned interruptions to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of your electricity meter. If your electricity supply will be affected by a retailer planned interruption arranged by us, we will give you at least 4 business days notice by mail, letterbox drop, press advertisement or other appropriate means.

## Scope of this contract

### What is covered by this contract

Under this contract we agree to sell you energy at your premises, including where we sell you electricity, the provision, installation and maintenance of your meter. We also agree to meet other obligations set out in this contract and to comply with the applicable laws and codes.

In return, you agree:

- to be responsible for charges for energy supplied to the premises until this contract ends under the section entitled "When this energy contract ends" of this energy contract booklet even if you vacate the premises earlier; and
- to pay the amounts billed by us under this contract; and
- to meet your obligations under this contract and the applicable laws and codes.

### 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 energy to your premises and where we sell you gas, provision of metering equipment. This is the role of your distributor under a separate contract called a customer connection contract.

You acknowledge your distributor is responsible for:

- the connection of your premises to its distribution system;
- the maintenance of that connection;
- the supply of energy to your premises; and
- the quality, reliability and other characteristics of energy.

Consequently we are not responsible for the supply of energy to you and therefore (subject to any applicable consumer guarantees under the *Competition and Consumer Act 2010* (Cth)) we are not liable for any loss, liability, claim or damage you suffer because of any failure, fluctuation or defect in the supply of energy to you by your distributor or because of any failure by the distributor to disconnect or reconnect your energy supply.

### Our liability

The quality, continuity and reliability and other characteristics of your energy supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, dangerous conditions, weather conditions, vandalism, system demand, the technical limitations of the distribution system, the location of your premises, interruptions for maintenance or repair, damage to the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.

Unexpected fluctuations or interruptions in your energy supply may cause damage or loss to equipment. We recommend you (but note that you are not required to if you are a Small Residential Customer) take steps to protect your equipment when these fluctuations or interruptions occur.

Under the *Competition and Consumer Act 2010* (Cth) you may enjoy certain consumer guarantees.

Other than as required by applicable laws or code we:

- give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety other than those set out in this energy contract;
- are not liable for any loss, liability, claim or damage you may suffer because of energy we may sell you under this energy contract.

To the extent permitted by law our liability under this energy contract for breach of implied conditions, warranties or undertakings is limited to:

- providing equivalent goods or services (including energy) to your premises; or
- paying you the cost of replacing the goods (including energy) or acquiring other equivalent goods.

The paragraphs above are not intended to exclude, restrict or modify the operation of liability under the relevant law and codes (including section 274 of the Australian Consumer Law or clause 51 of the Energy Retail Code determined by the Essential Services Commission of Victoria. Nothing in this paragraph varies or excludes the operation of section 316 of the National Energy Retail Law or section 120 of the National Electricity Law, section 232 of the *Gas Act 2001* (Vic) or section 50 and 109A of the *Gas Safety Act 1997* (Vic).

## Provision of information and privacy

### Provision of information

You must provide us with all the information we reasonably need to sell and supply you energy under this energy contract which may include information required by the distributor. This information must be correct and you must notify us as soon as possible of any changes to your details. This includes if you are aware of any changes that materially affect access to your meter or to other equipment involved in providing metering services at the premises.

You must let us know if there is life support equipment in use at your premises and also if the person using that equipment vacates your premises. We will pass this information on to your distributor as soon as practicable and give you your distributor's emergency telephone contact number.

On request and in accordance with the law, we will provide you with:

- reasonable information on our energy charges including those we have billed;
- general advice about energy efficiency, advice about how, from whom and at what estimated cost you may arrange for an energy audit and advice on the typical running costs of major domestic appliances;
- information about various government assistance and concession schemes;
- historical billing information we have retained in accordance with the law; and
- copies of Standard Complaints and Dispute Resolution Procedures, our Credit Policy, our Privacy Policy and this energy contract and copies of other documents as required by applicable laws and codes, in large print if required. Where applicable laws and codes allow, we may charge you for providing this information.

### Privacy

In collecting, using and disclosing your personal information, we will comply with the Australian Privacy Principles and the *Privacy Act 1988* (Cth).

The protection of your personal information is something that Alinta Energy takes very seriously. Alinta Energy's Privacy Policy describes how we manage your personal information. Alinta Energy's Privacy Policy is available on the website at [alintaenergy.com.au](http://alintaenergy.com.au). From time to time and for any reason we may revise the privacy policy and our information handling practises. We will publish the revised policy on our website.

## Force majeure

### Effect of a 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'):

- 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
- 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.

### **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.

### **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.

### **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.

## **General**

### **Compliance with law**

In selling energy to you and performing our other obligations under this energy contract, we will comply with applicable laws and codes. If a term in this energy contract is inconsistent with an applicable law and code, the applicable laws and codes will prevail to the extent of the inconsistency.

You must comply with all relevant requirements under applicable laws and codes that are applicable to you.

### **Obligations if you are not the owner**

If you cannot meet an obligation relating to your premises under this energy contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfills the obligation.

### **Life support equipment**

If a person living at your premises requires life support equipment, you must register the premises with us or your distributor. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.

You must tell us or your distributor if the life support equipment is no longer required at the premises.

If the premises is registered as having life support equipment, we must give you:

- general advice relating to any retailer planned interruption to the supply of electricity to the premises; and
- at least 4 business days notice in writing of any retailer planned interruption to the supply of electricity to the premises.

### **Amending this energy contract**

This energy contract can be varied:

- by us:
  - to comply with any applicable laws and codes; or
  - for any other reason we consider reasonably necessary.
  - We will give you notice of such variation and the new terms will apply from the date specified in the notice. Any variation will not be inconsistent with the applicable laws and codes. You expressly consent to us amending the energy contract in this way and must comply with any varied terms.
- by agreement between you and us.

### **Transferring this energy contract**

You cannot transfer this energy contract to another person without our prior written consent.

We need your prior written consent to any transfer of this energy contract, except that we may transfer this energy contract to another person where that is part of the transfer of all or substantially all of our residential or small business customer retail business in the state where the premises is located or generally (in which case you appoint us to be your attorney to sign any document or do anything necessary to effect the transfer).

### **Notices**

All notices under this energy contract must be in writing other than as specifically contemplated in this energy contract. Subject to any requirements applicable to the plan you have chosen, notices can be given personally, by fax, by post or by email to an address or number set out in your offer. We will stop using your email address on request.

### **Marketing and communications**

From time to time we will let you know about our products and offers even after you cease being a customer (unless you tell us otherwise). If at any time you decide you do not wish to receive this information please let us know by contacting us on 133 702 or emailing us at [customer.service@alintaenergy.com.au](mailto:customer.service@alintaenergy.com.au). We will continue to provide you with this information until you tell us otherwise.

If you have provided us with your email address and/or mobile number, you agree to receive communications (including marketing material) by email and/or phone unless you tell us otherwise. You can let us know by contacting us on 133 702 or emailing us at [customer.service@mail1.alintaenergy.com.au](mailto:customer.service@mail1.alintaenergy.com.au).

## Complaint handling

If you have a complaint relating to the sale of energy 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.

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:

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

Details of each State energy ombudsman are provided below:

### Victoria

Energy and Water Ombudsman (Victoria) Mail:  
Reply Paid 469, Melbourne, VIC 8060  
Freecall (from Australia): 1800 500 509  
Freefax: 1800 500 549  
Email: ewovinfo@ewov.com.au  
Interpreter service: 131 450  
www.ewov.com.au

### South Australia

Energy and Water Ombudsman SA  
Phone 1800 665 565  
Free fax: 1800 665 165  
Mail: GPO Box 2947, ADELAIDE, SA, 5001  
Translating and interpreting service (TIS): 131 450  
National relay service: 133 677  
www.ewosa.com.au/

### New South Wales

Energy & Water Ombudsman NSW  
www.ewon.com.au/  
Phone: 1800 246 545  
Fax: 1800 812 291  
Email: omb@ewon.com.au  
Interpreter service 131 450  
Mail: Reply Paid 86550, Sydney South NSW 1234

### Queensland

Energy and Water Ombudsman Qld  
Phone 1800 662 837  
Free fax: (07) 3087 9477  
Mail: PO Box 3640, South Brisbane, Qld 4101  
Translating and interpreting service (TIS): 131 450  
National relay service: 133 677  
www.ewoq.com.au/

### Governing law

This energy contract is governed by the laws of the State or Territory where your premises are located.

## Glossary

Words in the contract terms or in other documents we have given you that are italicised have the following meaning:

**Alinta Energy** means Alinta Energy Retail Sales Pty Ltd ABN 22 149 658 300.

**applicable laws and codes** means all relevant legislation, regulations, codes, guidelines, orders in council, licences, authorisations, proclamations, directions or standards applicable in the state in which the premises is located and which govern the sale of energy or the energy contract between us including;

- (a) guidelines or codes issued by the Essential Services Commission of Victoria including the Energy Retail Code;
- (b) the National Energy Retail Law, the National Energy Retail Rules, the *National Electricity (South Australia) Act 1996* (SA), the *Electricity Industry Act 2000* (Vic), the *Electricity Act 1994* (QLD) the *Gas Industry Act 2001* (Vic), the *Competition and Consumer Act 2010* (Cth) (which includes the Australian Consumer Law) and the *Privacy Act 1988* (Cth); and
- (c) *National Energy Retail Law (Adoption) Act 2012* (NSW), *National Energy Retail Law (Adoption) Regulation 2013*.

**benefit period** means the period during which the benefits may be provided as more particularly described in the Pricing Information.

**benefits** means the benefits described in the Pricing Information.

**billing cycle** means the regular recurrent period that you receive an account from us.

**business day** means a day other than a Saturday, Sunday or a public holiday in the state in which the premises is located.

**Contract Summary** means the document titled 'Your Electricity Contract Summary' or 'Your Gas Contract Summary' or 'Your Electricity and Gas Contract Summary', which summarises your energy plan with us.

**customer** means a person who buys or wants to buy energy from a retailer.

**customer connection contract** means a contract between you and your distributor for the provision of customer connection services.

**Note:** There are no gas customer connection contracts in Victoria.

**Disclosure Information** means the important information about our contract with you including but not limited to, information about benefits, variation in tariffs, fees and charges, concessions and rebates, commencement duration of contract, cooling off rights, billing and payment methods, termination and pricing information.

**disconnection** means an action to prevent the flow of energy to the premises, but does not include an interruption.

**distributor** means the person that is licensed to own or operate the system that connects your premises with to the distribution network.

**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** means:

- (a) if your offer specifies electricity – electricity;
- (b) if your offer specifies gas – gas; and
- (c) if your offer specifies both electricity and gas – electricity and gas.

**energy contract** means the contract between you and us mentioned at the start of the section entitled "your energy contract".

**force majeure event** means an event outside the control of a party.

**GST** means a goods and services or a similar tax.

**interruption** means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection;

**metering access** means access to a premises for any or all of the following purposes:

- (a) testing, maintaining, inspecting or altering any metering installation at the premises; and
- (b) checking the accuracy of metered consumption at the premises; and
- (c) replacing meters.

**National Energy Retail Law** means the *National Energy Retail Law (South Australia Act) Act 2011* and legislation covering the same subject matter that is enacted in any other state or territory, to the extent applicable to your premises.

**National Energy Retail Rules** means the initial National Energy Retail Rules made under the National Energy Retail Law and any other Rules made by the Australian Energy Market Commission pursuant to the National Energy Retail Law.

**offer** means the document entitled "offer summary" or "market offer" which is a market offer under applicable laws and codes.

**pay-by date** means the date you must pay the amount owing that is stated on your bill or any other date for payment of the bill which we agree with you.

**premises** means the premises specified in your offer or any other premises to which you transfer the energy contract.

**Pricing Information** means your Price and Product Information Statement, Basic Plan Information document and Disclosure Information applicable to your energy contract with us.

**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.

**relevant date** means:

- (a) the date on which we agreed to enter into the energy contract; or
- (b) if your explicit informed consent is required before the energy contract becomes effective, the date on which your explicit informed consent is given.

**retailer** means a person that is authorised to sell energy to customers;

**retailer planned interruption** means an interruption that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and
- (b) does not involve the distributor effecting the interruption; and
- (c) is not an interruption which has been planned by your distributor.

**RoLR event** means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law.

**Rules** means the National Energy Retail Rules made under the National Energy Retail Law.

**security deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the applicable laws and Codes.

**Small Business Customer** means a Small Customer who is not a Small Residential Customer.

**Small Customer** means:

- (a) in New South Wales, Queensland and South Australia – a small customer as defined under the Rules and *National Energy Retail Law (Adoption) Act 2012 (NSW)*, *National Energy Retail Law (Adoption) Regulation 2013* and National Energy Retail Law.
- (b) in Victoria - a small customer as defined in the *Electricity Industry Act 2000 (VIC)* or the *Gas Industry Act 2001 (Vic)*.

**Small Residential Customer** means a Small Customer who acquires energy principally for personal, household or domestic use at the premises.

**tariffs** means the tariffs and charges that we charge you for or in connection with the sale and supply of energy as set out in our pricing information sheet.

**us** means Alinta Energy Retail Sales Pty Limited ABN 22 149 658 300.

**you** means the customer who accepted our offer for the sale of energy as set out in the offer.

## Cancellation notice

### Your contract

You have entered into a new contract with us as follows:

Supplier: Alinta Energy Retail Sales Pty Ltd  
ABN 22 149 658 300 (us)

Goods or services: Electricity (and gas)

Date of contract: ...../...../.....

### Right to cancel your contract within 10 business days cooling off period

You have a right to cancel your contract for any reason within **10 business days** from and including the first business day after you signed or received your contract together with our disclosure statement.

### Extended right to cancel your contract

If we have not complied with the law in relation to unsolicited consumer agreements, you may also have a right to cancel your contract with us by contacting us, either orally or in writing. You may have up to 6 months to cancel this contract in certain circumstances.

### Our details

To cancel your contract, complete this notice and send it to us. Alternatively, call us, write us a letter or send us an email. Here are our details:

Postal address: GPO Box 1302, Melbourne VIC 3001

Address: Alinta Energy  
Level 16,  
60 City Road  
Southbank VIC 3006

Telephone: 133 702

Fax: 1300 781 235

Email: send to us at [customer.service@alintaenergy.com.au](mailto:customer.service@alintaenergy.com.au)

### Your details

Include your details here:

Customer name: .....

Supply address: .....

### I wish to cancel the contract.

Signature: .....





Alinta Energy Retail Sales Pty Ltd  
ABN 22 149 658 300

Alinta Energy  
GPO Box 1302  
Melbourne VIC 3001

**alintaenergy**.com.au

