



CleanPeak
ENERGY

Market Retail Contract Terms and Conditions

Business Customers

New South Wales | South Australia | Queensland

Effective: 1 September 2021

Understanding your Agreement with us is important. If you have any questions after reading this document, please call us on **1300 038 069**. We're here to help.

If you need an interpreter, call TIS National on **131 450**.

Contents

1	Your Agreement with us.....	4
2	Your Customer classification	4
3	The term of this Agreement	4
3.1	When this Agreement starts.....	4
3.2	Cooling off period	5
3.3	When this Agreement ends.....	5
3.4	Vacating your Supply Address	5
3.5	After this Agreement ends	5
4	Scope of this Agreement	6
4.1	What this Agreement covers	6
4.2	Your obligations.....	6
4.3	Life Support	6
5	Our liability	7
6	Charges for Electricity and other services	7
6.1	Your Charges.....	7
6.2	Changes to the Charges	8
6.3	GST.....	9
6.4	Network charge	9
7	Billing	10
7.1	General	10
7.2	Calculating the bill	10
7.3	Estimating the electricity usage.....	10
7.4	Your historical billing information	11
8	Paying your bill	11
8.1	What you have to pay.....	11
8.2	Issue of reminder notices	11
8.3	Difficulties in paying	11
8.4	Late payments	11
9	Meters	11
10	Retailer may arrange retailer planned interruptions	12
11	Undercharging and overcharging.....	12
11.1	Undercharging	12
11.2	Overcharging	13

11.3 Reviewing your bill 13

12 Security deposit 13

12.1 Security deposit 13

12.2 Your credit history 14

12.3 Use of Security Deposit 14

12.4 Return of Security Deposit..... 14

13 Disconnection of supply 14

13.1 When we can arrange for disconnection 14

13.2 Notice and warning of disconnection..... 15

13.3 When we must not arrange disconnection 15

13.4 If you request disconnection 15

14 Reconnection after disconnection 15

15 Wrongful and illegal use of electricity..... 16

16 Notices and bills 16

17 Privacy 16

17.1 Collection, use and disclosure of Personal Information 16

17.2 Privacy Policy 17

18 Complaints and dispute resolution 17

18.1 Complaints..... 17

18.2 Our obligations in handling complaints..... 17

19 Force Majeure Event 17

19.1 Effect of Force Majeure Event 17

19.2 Deemed prompt notice 18

19.3 Obligation to overcome or minimise effect of Force Majeure Event..... 18

19.4 Settlement of industrial disputes 18

20 Which laws apply..... 18

21 General 18

21.1 Our obligations 18

21.2 Regulatory Requirements..... 18

21.3 Amending this Agreement..... 19

21.4 Transfer of this Agreement..... 19

21.5 Retailer of Choice 19

22 Definitions 20

How to Contact Us 22

1 Your Agreement with us

- a) CPE Mascot Pty Ltd (ACN 100 209 354) of Level 9, 213 Miller Street, North Sydney NSW 2060 ("we" or "us") and you, the person set out in the "Customer Details" section of the Customer Details Schedule ("you") have entered into this Agreement which covers the sale of electricity to you at your Supply Address as a Business Customer in an Embedded Network.
- b) This Agreement is a market retail contract and is made up of:
 - i. these Market Retail Contract Terms and Conditions;
 - ii. the Customer Details Schedule;
 - iii. the Electricity Pricing Schedule; and
 - iv. the Special Conditions (if any).
- c) These Market Retail Contract Terms and Conditions which form part of this Agreement are our usual market retail terms and conditions for the sale of electricity to Business Customers supplied through private electricity networks in New South Wales, South Australia and Queensland.
- d) To the extent of any inconsistency within the Agreement, the Special Conditions prevail first, the Customer Details Schedule second, the Electricity Pricing Schedule third and the Market Retail Contract Terms and Conditions last.

2 Your Customer classification

- a) If you're a Small Business Customer, additional regulatory protections apply to you. Currently, the Regulatory Requirements provide that you're a Small Business Customer for the purposes of this Agreement if:
 - i. in New South Wales and Queensland, you're a non-residential Customer who uses less than 100MWh of electricity per year at a Supply Address under this Agreement;
 - ii. in South Australia, you're a non-residential Customer who uses less than 160MWh of electricity per year at a Supply Address under this Agreement.
- b) We may still sell electricity to you under this Agreement if you're a Large Business Customer rather than a Small Business Customer, but the additional regulatory protections we refer to in the previous paragraph do not apply to you.
- c) Some parts of this Agreement apply only to Small Business Customers and not to Large Business Customers and where this is the case, we have explained this throughout this Agreement. It's your responsibility to tell us if the amount of electricity you use changes significantly. This is because you may change from being a Small Business Customer to a Large Business Customer or vice-versa.

3 The term of this Agreement

3.1 When this Agreement starts

- a) This Agreement starts on the day that you accept our offer and continues until you or we end it. For information about how this Agreement can end see clause 3.3.
- b) We will start to sell you electricity on the Supply Start Date which will be the later of:
 - i. the end of the cooling off period;
 - ii. the date your Supply Address is connected by us (or on our behalf) or transferred to us; or

- iii. another date we agree with you, which is the Supply Start Date.
- c) If you have recently moved into the Supply Address, then the Supply Start Date will be the date we become responsible for supplying energy to the Supply Address.

3.2 Cooling off period

- a) You can cancel this Agreement during the 10 Business Day cooling off period if you are a Small Business Customer. The cooling off period starts on the day that you receive this Agreement and the Customer Disclosure Statement provided to you with these Market Retail Contract Terms and Conditions.
- b) You can cancel during the cooling off period even though you have signed this Agreement or agreed to it over the phone or online. To cancel, call us or notify us in writing of your intention to withdraw from the Agreement. Any notice must clearly indicate your intention to cancel this Agreement.

3.3 When this Agreement ends

- a) This Agreement ends:
- i. if you give us a notice stating you wish to end the Agreement - subject to clause 3.3(b), on a date advised by you of which you will give us at least 5 but no more than 20 Business Days' notice;
 - ii. if we both agree to a date to end the Agreement - on the date that is agreed;
 - iii. if we cease to have an agreement in place with the owner of the Embedded Network which allows us to sell electricity to you in the Embedded Network - on the date that agreement ends or is otherwise terminated;
 - iv. if you start to buy electricity for the Supply Address from us or a different Retailer (or Exempt Seller, if applicable) under a customer retail contract - on the date the customer retail contract starts;
 - v. if a different Customer starts to buy electricity for the Supply Address - on the date that Customer's contract starts;
 - vi. if the Supply Address is disconnected and you have not met the requirements in the Regulatory Requirements for reconnection - 10 Business Days from the date of disconnection; or
 - vii. if we are no longer entitled to sell electricity due to a Retailer of Last Resort Event.
- b) Rights and obligations accrued before the end of this Agreement continue despite the end of the Agreement, including any obligations to pay amounts to us.

3.4 Vacating your Supply Address

- a) If you are vacating your Supply Address, you must provide your forwarding address to us for your final bill at the same time as your notice under clause 3.3(a)(i) of this Agreement.
- b) When we receive the notice under clause 3.3(a)(i), 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 you provide to us.
- c) You will continue to be responsible for Charges for the Supply Address until your Agreement ends in accordance with clause 3.3 of this Agreement.

3.5 After this Agreement ends

- a) If this Agreement ends, we will continue to sell you electricity on the same terms as the terms of this Agreement until the first to occur of:

- i. you enter into a new agreement with us;
 - ii. your Supply Address becomes directly connected to the external distribution network and you do not receive your electricity supply through the Embedded Network; or
 - iii. you transfer your Supply Address to another electricity Retailer or Exempt Seller.
- b) This clause 3.5 and the provisions of this Agreement about privacy, liability, notices, governing law and payment will survive this Agreement ending. Any rights, obligations or remedies that you or we have that accrued before the Agreement ends will not be prejudiced by this Agreement ending.

4 Scope of this Agreement

4.1 What this Agreement covers

Under this Agreement we agree to sell you, and you agree to purchase from us, electricity at your Supply Address. We also agree to meet other obligations set out in this Agreement and to comply with the Regulatory Requirements.

4.2 Your obligations

- a) You agree that you will:
- i. be responsible for the Charges for electricity supplied to the Supply Address until this Agreement ends under clause 3.3 even if you vacate the Supply Address earlier;
 - ii. pay the amounts billed by us under this Agreement;
 - iii. meet your obligations under this Agreement and the Regulatory Requirements;
 - iv. give us any information we reasonably require for the purposes of this Agreement (which information must be correct), and you must not mislead or deceive us in relation to any information provided to us including your personal details which are set out in the Customer Details Schedule; and
 - v. tell us promptly if information you have provided to us changes, including if your billing address changes or if you become aware of any change that materially affects access to your Meter or other equipment involved in providing the metering services at your Supply Address.

4.3 Life Support

- a) If a person residing or intending to reside at your Supply Address requires life support equipment please let us know and, return the medical form that we send you.
- b) You must tell us if the life support equipment is no longer required at the Supply Address.
- c) If the Supply Address is registered as having life support equipment, we must give you information in accordance with Regulatory Requirements including:
- i. general advice relating to planned and unplanned interruption to the supply of electricity to the Supply Address;
 - ii. at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the Supply Address; and
 - iii. an emergency telephone contact number.

5 Our liability

- a) The operator of the Embedded Network is responsible for the connection of your Supply Address to the Embedded Network, the maintenance of that connection and the physical supply of electricity to your Supply Address.
- b) 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, including at the direction of a relevant authority.
- c) 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 Agreement.
- d) Unless we have acted in bad faith or negligently, the Regulatory Requirements exclude our liability for any loss or damage you suffer as a result of the total or partial failure to supply electricity to your Supply Address, which includes any loss or damage you suffer as a result of the defective supply of electricity.
- e) If you are a Small Business Customer, nothing in this Agreement entitles us to recover from you an amount greater than we would otherwise have been able to recover at law for breach of contract or negligence by you in respect of this Agreement.
- f) This Agreement does not vary or exclude the operation of:
 - i. section 119 and 120 of the National Electricity Law;
 - ii. section 97A of the *Electricity Act 1994* (Qld); or
 - iii. section 316 of the National Energy Retail Law.

6 Charges for Electricity and other services

6.1 Your Charges

You must pay us the Charges which include:

- a) The charges for electricity usage described below.
 - i. **Daily supply charge** – the amount we charge you for electricity supplied to your Supply Address. These charges are set out in your Electricity Pricing Schedule and may be an all-inclusive tariff which includes any external network charge, subject to clause 6.4.
 - ii. **Electricity usage charge** – the amount we charge you for the electricity you use. These charges are set out in your Electricity Pricing Schedule.
 - iii. **Network charge** – subject to clause 6.4, the amount we charge you for distribution network services provided at your Supply Address and which are not already incorporated into the daily supply charges or electricity usage charges (please note these do not include any internal network charges relating to the Embedded Network).
 - iv. **Taxes** – any taxes (including GST calculated in accordance with clause 6.3), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell electricity to you.
- b) The following fees which will apply if they are set out in your Electricity Pricing Schedule or explained to you before you incur them.
 - i. **Disconnection and re-connection charges** – charges that apply if we perform, or arrange,

disconnection or re-connection of your Supply Address in accordance with clause 13.

- ii. **Bank card payment fee** – a fee if you pay by Mastercard, Visa or another payment method where we incur a merchant services fee.
 - iii. **Late payment fee** – an amount to compensate us for our reasonable costs and losses if you pay your bill (or part of your bill) after the Due Date.
 - iv. **Payment processing fee** – a fee for paying your bill over the counter in person at a third-party retailer or outlet or via PostBillPay, which fee does not apply to payments made by Small Business Customers at Australia Post outlets in New South Wales.
- c) The other amounts described below. These amounts will not apply in all circumstances.
- i. Any reasonable costs that we incur for arranging network and connection services for you. We'll let you know these amounts before we arrange the services.
 - ii. If you breach this Agreement or the Regulatory Requirements, any reasonable costs we incur as a result of that breach, except where those amounts are included under clause 6.1(a)-(b) (such as the late payment fee).
 - iii. Any fees or additional costs we incur if your payment is dishonoured or reversed.
 - iv. Any other amounts referred to in this Agreement.

6.2 Changes to the Charges

- a) We may vary the amount, nature and structure of any of the Charges at any time by notice to you. For example, we may vary the structure of your electricity usage charges from peak only charges to time of use charges. We'll notify you:
- i. for Small Business Customers in Queensland, where Charges are increasing, at least 10 Business Days before the variation;
 - ii. otherwise, we will notify you at least five business days before the new Charges apply.
- b) We will deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.
- c) The notice must:
- i. specify that your Charges are being varied;
 - ii. specify the date on which the variation will come into effect;
 - iii. identify your existing Charges inclusive of GST;
 - iv. identify your Charges as varied inclusive of GST;
 - v. specify that the Charges identified above are inclusive of GST; and
 - vi. specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.
- d) We are not required to notify you of a variation of Charges in certain circumstances, for example when the variation is a result of changes to a government rebate or relief scheme.
- e) If the Charges change during a Billing Period, then we'll calculate your bill for that period on a proportionate basis and we may use average usage data over a Billing Period (or other period depending on availability of meter data) to do so and if you are a Small Business Customer and we are required to do so by the Regulatory Requirements, we will obtain your consent to any estimation of usage data during the relevant Billing Period.

6.3 GST

- a) Unless expressly stated otherwise, all amounts payable under this Agreement are exclusive of GST.
- b) A recipient of a taxable supply under or in connection with this Agreement must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount equal to any GST paid or payable by the supplier in respect of the taxable supply.
- c) The recipient of any taxable supply must make that payment to the supplier as and when the GST exclusive consideration or part of it is provided, except that the recipient need not pay any amount referable to GST unless the recipient has received a tax invoice (or an adjustment note) for that taxable supply.
- d) Where a supplier incurs a cost or expense for which it may be reimbursed, indemnified against, claimed against or set-off against another party under this Agreement, the amount to be paid or credited is the cost or expense (reduced by the input tax credit that the supplier is entitled to claim in respect of that cost or expense) plus the amount in respect of GST payable by the recipient in respect of the reimbursement, etc., under this clause 6.3(d).
- e) If, at any time, an adjustment event arises in respect of any supply made by a party under this Agreement, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to this clause 6.3. Payments to give effect to the adjustment must be made between the parties and the supplier must issue a valid adjustment note in relation to the adjustment event.
- f) All GST must be paid at the same time and in the same manner as the payment to which it relates is payable and whether or not that payment is payable directly to us.
- g) Terms defined in the GST Act have the meaning they are given in that Act for the purposes of this clause 6.3.

6.4 Network charge

You must pay to us the relevant external network charge that we charge you under this Agreement, provided that:

- a) you are not charged for and do not pay the same charges under your connection agreement with the operator of the Embedded Network;
- b) we do not impose any external network charge that would not be charged by your local area distributor if you were directly connected to its distribution network and subject to a standard distribution connection contract;
- c) we do not charge you more than the applicable network tariff schedule item in a network tariff schedule approved by the AER and published by the relevant local distributor;
- d) we provide notice to you of any change in your network tariff as soon as practicable and by no later than your next bill;
- e) we limit any fee we charge you for late payment to the recovery of our reasonably incurred costs; and
- f) you are not charged any internal Embedded Network service charge.

7 Billing

7.1 General

- a) We will send a bill to you as soon as possible after the end of each Billing Period.
- b) We will send the bill:
 - i. to you at the address nominated by you; or
 - ii. to a person authorised in writing by you to act on your behalf at the address specified by you.
- c) If you don't choose an address or we can't contact you at that address (for example, if your bill is returned to us), we may send the bill to the Supply Address and you'll be deemed to have received it.

7.2 Calculating the bill

Bills we send to you will be calculated on:

- a) if you are a Small Business Customer or a Large Business Customer, the amount of electricity consumed at your Supply Address during the Billing Period using information obtained from reading your Meter or otherwise in accordance with the Regulatory Requirements; and
- b) the amount of fees and charges for any other services provided under this Agreement during the Billing Period.

7.3 Estimating the electricity usage

- a) We may estimate the amount of electricity consumed at your Supply Address if:
 - i. your Meter cannot be read;
 - ii. if your metering data is not able to be obtained (for example, if access to the Meter is not given or the Meter breaks down or is faulty);
 - iii. if you are a Small Business Customer and you otherwise consent to us estimating your electricity consumption.
- b) If we estimate the amount of electricity consumed at your Supply Address to calculate a bill, we must if you are a Small Business Customer and we may if you are a Large Business Customer:
 - i. clearly state on the bill that it is based on an estimation; and
 - ii. when your Meter is later read, adjust your bill for the difference between the estimate and the electricity actually used.
- c) Where an estimation is used as the basis for your bill, the estimation must be based on:
 - i. your historical metering data where reasonably available to us; and
 - ii. where this is not available, the average usage of energy by a comparable Customer over the corresponding period.
- d) If you are a Small Business Customer and 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.
- e) If you are a Small Business Customer and the Meter has not been read due to your act or omission, 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.

7.4 Your historical billing information

- a) Upon request, we must if you are a Small Business Customer and we may if you are a Large Business Customer, give you your historical billing data for the previous 2 years free of charge. However, we may charge you if:
- i. we have already given you this information 4 times in the previous 12 months, or if you require information going back more than 2 years;
 - ii. the information requested is in a different manner or form to any minimum requirements we are required to meet; or
 - iii. 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 Small Business Customer.

8 Paying your bill

8.1 What you have to pay

You must pay to us the amount shown on each bill by the Due Date using any of the payment methods listed on your bill. The Due Date will be no earlier than 13 Business Days from the date on which we issue your bill.

8.2 Issue of reminder notices

If you have not paid your bill by the Due 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.

8.3 Difficulties in paying

If you can't pay by the Due Date, you should contact us as soon as possible. We will provide you with information about payment options.

8.4 Late payments

- a) If you have not paid a bill by the Due Date (unless you've requested a review of the bill) we may do one or more of the following:
- i. apply any Security Deposit (see clause 12 for more details);
 - ii. disconnect your electricity supply (see clause 13 for more details); or
 - iii. ask a debt collection agency to obtain the payment from you.
- b) We may charge you interest on a late payment to cover the costs or losses we incur as a result of the late payment, but only if we don't charge a late payment fee in accordance with clause 6.1(b)(iii) or we are not fully compensated for our costs and losses through the late payment fee.

9 Meters

- a) You must at all times:
- i. allow safe and unhindered access to your Supply Address for the purposes of reading and maintaining the Meters (where relevant);

- ii. ensure any electrical installations and appliances at your Supply Address are safe;
 - iii. allow only accredited tradespersons to perform any work on any electrical installation and appliances;
 - iv. keep all vegetation, structures and vehicles at your Supply Address clear of any electrical installation; and
 - v. notify us of anything that may pose a risk to any person's health or safety or the integrity of the Embedded Network.
- b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistent with the Regulatory Requirements and in any event at least once every 12 months. We may not charge you a meter reading charge more frequently than once per month.
- c) You are entitled to physically inspect a meter at no cost at least once every month during business hours or at another mutually agreed time.
- d) If there is no Meter in respect of your Supply Address, we will base your bill on energy data that is calculated in accordance with the Regulatory Requirements.
- e) When a new Meter is required to be installed at your Supply Address, we will seek to agree with you on a timeframe that will suit both of us for installation. If we cannot agree, we will install the new Meter within the timeframe specified by the Regulatory Requirements.

10 Retailer may arrange retailer planned interruptions

- a) We may arrange retailer planned interruptions to the supply of electricity to your Supply Address, where permitted under the Regulatory Requirements for the purpose of the installation, maintenance, repair or replacement of your electricity meter.
- b) If your electricity supply will be affected by a retailer planned interruption arranged by us and clause 4.3(c)) does not apply:
- i. we may seek your explicit consent to the interruption occurring on a specified date;
 - ii. we may seek your explicit consent to the interruption occurring on any day within a specified 5 business day range; or
 - iii. otherwise, we will give you at least 4 business days' notice of the interruption by mail, letterbox drop, press advertisement or other appropriate means.

11 Undercharging and overcharging

11.1 Undercharging

- a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
- i. we will not charge interest on the undercharged amount; and
 - ii. 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.
- b) Unless the undercharge is your fault, or results from your unlawful act or omission or you are a Large Business Customer (in which case we can recover all amounts undercharged), the maximum amount we can recover from you, as a Small Business Customer, is limited to the amount that has been undercharged in the 9 months immediately before we notify you that you have been undercharged.

11.2 Overcharging

- a) Where you have been overcharged by less than \$50.00 and you have already paid the overcharged amount, we must credit that amount to your next bill if you are a Small Business Customer.
- b) Where you have been overcharged by \$50.00 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 if you are a Small Business Customer. However, if you request otherwise, we will comply with that request.
- c) 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.
- d) 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.
- e) No interest is payable on any overcharged amount.

11.3 Reviewing your bill

- a) If you disagree with the amount you have been charged, you can ask us to review your bill and, if you are a Small Business Customer, we must do so in accordance with our standard complaints and dispute resolution procedures and this clause.
- b) 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 and we will undertake testing in accordance with the Regulatory Requirements. If the test shows the Meter or meter data is not faulty or incorrect or deficient in any material respect, you must pay the cost of the meter test.
- c) 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:
 - i. the portion of the bill under review that you do not dispute; or
 - ii. an amount equal to the average of your bills in the last 12 months (excluding the bill in dispute).
- d) If the review finds the bill is correct, we may require you to pay the amount of the bill that is still outstanding. If the review finds the bill is incorrect, we'll adjust the bill in accordance with clauses 11.1 and 11.2 as the case requires.
- e) If you are a Small Business Customer and you are not satisfied with the outcome of the review you may be entitled to lodge a dispute with the energy ombudsman in your State.

12 Security deposit

12.1 Security deposit

- a) We may require that you provide a Security Deposit at the time that you request to enter into the Agreement or at any time during the term of the Agreement. If you are a Small Business Customer, the circumstances in which we can require a Security Deposit and the maximum amount of the Security Deposit are governed by the Regulatory Requirements.
- b) Where you are a Small Business Customer and have paid a Security Deposit, we must pay you interest on the Security Deposit at a rate and on terms required by the Regulatory Requirements.

12.2 Your credit history

Before requiring a Security Deposit and in accordance with the Regulatory Requirements, we will request your permission to obtain a credit check or your credit history and any other credit history information that is reasonably required to undertake a credit assessment of your ability to meet your financial obligations under this Agreement.

12.3 Use of Security Deposit

- a) We may use your Security Deposit, and any interest earned on the Security Deposit, to offset any amount you owe under this Agreement:
 - i. if you fail to pay a bill and as a result we arrange for the disconnection of your Supply Address; or
 - ii. in relation to a final bill (that is, a bill we issue when you vacate the Supply Address, when you stop purchasing electricity from us at your Supply Address or when you request that your Supply Address be disconnected).
- b) If we use your Security Deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 Business Days.

12.4 Return of Security Deposit

- a) We must return your Security Deposit and any accrued interest in the following circumstances:
 - i. if you complete 2 years' payment by the Due Dates on our initial bills; or
 - ii. subject to clause 12.2 of this Agreement, if you stop purchasing electricity at the relevant Supply Address under this Agreement.
- b) If you do not give us any reasonable instructions, we will credit the amount of the Security Deposit, together with any accrued interest, to your next bill.

13 Disconnection of supply

13.1 When we can arrange for disconnection

Subject to us satisfying the Regulatory Requirements, we may arrange for the disconnection of your Supply Address, if:

- a) you ask us to, in which case clause 13.4 will apply;
- b) you are a Small Business Customer and have not paid a bill by the Due Date and:
 - i. following non-payment by the Due Date, you have been given a reminder notice requesting payment by a date at least 6 Business Days from the date of issue of the reminder notice;
 - ii. following non-payment by the date specified in the reminder notice, we have given you a disconnection warning notice informing you that disconnection may occur if payment of the outstanding bill is not made by a date at least 6 Business Days from the date of issue of the disconnection warning notice; and
 - iii. we, after issuing the disconnection warning notice, have used our best endeavours to contact you:
 - A. in person; or
 - B. by telephone (and if you don't answer, contact will be taken to have occurred only if you acknowledge receipt of a message), in connection with the failure to pay; and
 - iv. you, by the date specified in the disconnection warning notice, have refused or failed to take any reasonable action towards settling the debt;

- c) you are a Large Business Customer and have not paid a bill by the Due Date;
- d) you are a Small Business Customer and you have failed to provide a Security Deposit, you have failed to provide acceptable identification where you are a new Customer, and:
 - i. we have given you notice of our intention to disconnect; and
 - ii. we have given you a disconnection warning notice not less than 5 Business Days after the notice of intention in clause 13.1(d)(i) was given; and
 - iii. you have continued not to provide the Security Deposit.;
- e) you are a Large Business Customer and you have failed to provide a Security Deposit in accordance with the terms of this Agreement;
- f) you are using electricity at the Supply Address illegally or fraudulently; or
- g) we are otherwise entitled or required to do so under the Regulatory Requirements.

13.2 Notice and warning of disconnection

Before disconnecting your Supply Address, we must comply with relevant disconnection warning notice requirements and other provisions in the Regulatory Requirements. However, we are not required to provide a disconnection warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of electricity at your Supply Address).

13.3 When we must not arrange disconnection

- a) We must not arrange disconnection of your Supply Address in a manner which is in breach of the Regulatory Requirements.
- b) In particular, if you are a Small Business Customer, we will not arrange disconnection of your Supply Address:
 - i. where you have made a complaint directly related to the proposed reason for disconnection to us or the energy ombudsman and the complaint remains unresolved; or
 - ii. during the following times:
 - 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; or
 - D. on the days between 20 December and 31 December (both inclusive) in any year.

13.4 If you request disconnection

You may request disconnection of your Supply Address in which case, we will use our best endeavours to arrange for:

- a) disconnection of your Supply Address in accordance with your request;
- b) a reading of your Meter; and
- c) if applicable, preparation and issue of a final bill for your Supply Address.

14 Reconnection after disconnection

- a) We will arrange to reconnect your Supply Address as soon as practicable and if you are a Small Business Customer or a Large Business Customer in South Australia, within the timeframes stipulated in the Regulatory Requirements for those Customers, if, within 10 Business Days of your Supply Address being disconnected:

- i. you ask us to arrange for reconnection of your Supply Address;
 - ii. you rectify the matter that led to the disconnection; and
 - iii. you pay any reconnection charge (if requested).
- b) In this clause, reconnection includes reconnection of a Supply Address remotely if permitted under the Regulatory Requirements.
- c) We may terminate this Agreement 10 Business Days following disconnection if you do not meet the requirements in clause 14(a).

15 Wrongful and illegal use of electricity

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

- a) illegally use electricity supplied to your Supply Address;
- b) interfere or allow interference with any electricity equipment that is at your Supply Address except as may be permitted by law;
- c) use the electricity supplied to your Supply Address or any electricity equipment in a manner that:
 - i. unreasonably interferes with the connection or supply of electricity to another Customer; or
 - ii. causes damage or interference to any third party;
- d) allow electricity purchased from us to be used otherwise than in accordance with this Agreement and the Regulatory Requirements; or
- e) tamper with, or permit tampering with, any Meters or associated equipment.

16 Notices and bills

- a) Notices and bills under this Agreement must be sent in writing, unless this Agreement or the Regulatory Requirements say otherwise.
- b) A notice or bill sent under this Agreement is taken to have been received by you or by us (as relevant):
 - i. on the date it is handed to the party, left at the party's Supply Address (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);
 - ii. on the date 2 Business Days after it is posted; or
 - iii. 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.
- c) 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.

17 Privacy

17.1 Collection, use and disclosure of Personal Information

- a) You consent to us collecting, using, disclosing and managing your Personal Information in accordance with our privacy policy and for the purpose of selling electricity to you. We may not be able to sell you electricity under this Agreement if we are unable to collect this information from you.

- b) We may disclose your Personal Information to other electricity Retailers, the operator of the Embedded Network, the local distribution network service provider and our agents and contractors.

17.2 Privacy Policy

- a) You can find a summary of our privacy policy on our website. If you have any questions, you can contact us by calling 1300 038 069, email service@cleanpeakenergy.com.au or write to PO Box 786 North Sydney NSW 2059.
- b) Our privacy policy contains information about how you may access your Personal Information that we hold and seek the correction of such information. It also contains information about how you may lodge a complaint in relation to our handling of your Personal Information and how we will deal with such a complaint.

18 Complaints and dispute resolution

18.1 Complaints

- a) If you have a complaint relating to the sale of electricity by us to you, or this Agreement generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures which you can find on our website <https://www.cleanpeakenergy.com.au/customer-charter>
- b) You can also ask us to send you a copy of our standard complaints and dispute resolution procedures. Call us on **1300 038 069**.

18.2 Our obligations in handling complaints

If you make a complaint (including where you dispute the contents of a bill), we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- a) of the outcome of your complaint and the reasons for our decision; and
- b) that, if you are a Small Business Customer, and not satisfied with our response, you may be entitled to refer the complaint or dispute to the energy ombudsman in your State. The contact number for the energy ombudsman in your State is as follows:

Energy and Water Ombudsman NSW	1800 246 545
Energy and Water Ombudsman SA	1800 665 565

19 Force Majeure Event

19.1 Effect of Force Majeure Event

If either party to this Agreement cannot meet an obligation under this Agreement because of a Force Majeure Event:

- a) 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

- b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the Force Majeure 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.

19.2 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.

19.3 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.

19.4 Settlement of industrial disputes

Nothing in this clause 19 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.

20 Which laws apply

The laws applying in the State or territory of your Supply Address apply to this Agreement. You agree to submit to the non- exclusive jurisdiction of the courts in that State or territory.

21 General

21.1 Our obligations

- a) Some obligations placed on us under this Agreement may be carried out by another person. If an obligation is placed on us to do something under this Agreement, then:
- i. we are taken to have complied with the obligation if another person does it on our behalf; and
 - ii. if the obligation is not complied with, we are still liable to you for the failure to comply with this Agreement.
- b) If we appoint another person to perform an obligation under this Agreement, such as a third party service provider, you consent to your Personal Information and other data being given to that other person.

21.2 Regulatory Requirements

- a) If any matter that applies to the sale of electricity to Business Customers in an Embedded Network is required to be included in this Agreement by a Regulatory Requirement and is not expressly dealt with in this Agreement, the Regulatory Requirement is incorporated as if it were a term of this Agreement.
- b) To the extent of any inconsistency between this Agreement and a Regulatory Requirement, then this Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that the Regulatory Requirement must prevail.

21.3 Amending this Agreement

- a) We may vary this Agreement by providing written notice of the variation, which may consist of notice with a link to details of the variation on our website or by any other manner prescribed by the Regulatory Requirements.
- b) Unless expressly permitted by another clause in this Agreement, we will give you 20 Business Days' notice prior to any variation of this Agreement taking effect.
- c) We may immediately vary this Agreement to accommodate any change in any Regulatory Requirement or permitted by a Regulatory Requirement.

21.4 Transfer of this Agreement

- a) Unless we otherwise agree, you cannot transfer or novate your rights and obligations under this Agreement to another person.
- b) We may novate this Agreement:
 - i. to another person together with any transfer of all or substantially all of our retail energy sales business in the State in which your Supply Address is located;
 - ii. to a Related Body Corporate who is authorised to conduct a retail energy sales business in the State in which your Supply Address is located; or
 - iii. to any other person, with your prior written consent.

21.5 Retailer of Choice

You have been informed in writing that you have the right to elect to purchase electricity from a licensed Retailer of your choice. We will not do anything to unreasonably prevent or interfere with your efforts to find a Retailer of your choice.

22 Definitions

Agreement means these Market Retail Contract Terms and Conditions, the Customer Details Schedule, the Electricity Pricing Schedule and the Special Conditions (if any).

Billing Period means any period for which a bill is or may be issued.

Building means the building within which your Supply Address is situated. ^[1]_[SEP]

Business Customer means a Small Business Customer or a Large Business Customer (as the context requires).

Business Day means a day other than a Saturday, a Sunday or a public holiday in the capital city of the State in which your Supply Address is located.

Charges means the fees, charges and other amounts payable under clause 6.1.

Customer means a person who buys or wants to buy electricity from a Retailer (or Exempt Seller if applicable).

Customer Details Schedule means the document titled Customer Details Schedule provided to you with these Market Retail Contract Terms and Conditions.

Customer Disclosure Statement means the information about Charges, service levels, billing and payment, commencement date and duration of the Contract, extensions, termination, cooling off rights and complaint rights which the Regulatory Requirements require us to give you before formation of the Agreement or as soon as practicable after its formation.

Due Date means the date for payment of your bill as set out in your bill.

Electricity Industry Act means the *Electricity Industry Act 2000* (Vic).

Electricity Pricing Schedule means a document that sets out the Charges in accordance with clause 6.1.

Embedded Network means the private electricity network that connects the Building to the distribution network and through which electricity is supplied to Business Customers within the Building.

Exempt Seller means a person who is exempt from the requirement to hold an authorisation to sell electricity to Customers under the Regulatory Requirements.

Force Majeure Event means an event outside the control of a party.

GST has the meaning given in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Interruption means a temporary unavailability or temporary curtailment of the supply of electricity to the Supply Address, but does not include unavailability or curtailment in accordance with this Agreement or your arrangements for connection of the Supply Address to Embedded Network.

Large Business Customer means a Customer who is not a residential customer and not a Small Business Customer.

Life Support Equipment means any of the following:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a kidney dialysis machine;
- (d) a chronic positive airways pressure respirator;
- (e) crigler najjar syndrome phototherapy equipment;
- (f) a ventilator for life support;
- (g) in relation to a particular Customer—any other equipment (whether fuelled by electricity or gas) that a registered medical practitioner certifies is required for a person residing at the Supply Address for life

support or otherwise where the Customer provides a current medical certificate certifying that a person residing at the Supply Address has a medical condition which requires continued supply of electricity.

Market Retail Contract Terms and Conditions means these terms and conditions.

Meter means the device that measures the quantity of electricity passing through it or records the consumption of electricity at the Supply Address.

National Energy Retail Law means the law of that name that is applied by each participating State and Territory.

National Energy Retail Rules means the rules of that name that is applied by each participating State and Territory.

Personal Information has the meaning given in the Privacy Act.

Privacy Act means the *Privacy Act 1988* (Cth).

Regulatory Requirements means all relevant acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of electricity to your Supply Address. These include the *Competition and Consumer Act 2010* (Cth) and the Privacy Act and, in New South Wales, Queensland and South Australia, the National Energy Retail Law and the National Energy Retail Rules.

Retailer means a person that is authorised to sell electricity to Customers.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Retailer of Last Resort Event means an event that triggers, in New South Wales, South Australia and Queensland, the operation of the Retailer of Last Resort scheme 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 Regulatory Requirements.

Small Business Customer means a Customer who is not a residential customer; and in New South Wales, South Australia and Queensland, a Small Business Customer for the purposes of the National Energy Retail Law.

Special Conditions means any special terms we have agreed which are included in a schedule to this Agreement.

State means the relevant state or territory (as the context requires) in Australia.

Supply Address means the premises at which you purchase electricity from us under this Agreement, which is specified as the supply address in the Customer Details Schedule.

Supply Start Date means the date specified in clause 3.1(b) of this Agreement.



How to Contact Us

Enquiries **1300 038 069**
Email service@cleanpeakenergy.com.au
Post PO Box 786
 North Sydney NSW 2059

If you need an interpreter, call TIS National on **131 450**

A large print copy of this document is available on request by calling us on **1300 038 069**.

For more information visit cleanpeakenergy.com.au