



Terms and Conditions for Sale of Electricity

Business Customers

New South Wales | South Australia | Queensland | Victoria

Effective 1 July, 2017

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	1
2	About This Agreement	1
3	The Parties	1
4	Definitions and Interpretation	1
5	Do These Terms and Conditions Apply to You?	1
5.1	These are our terms and conditions	1
5.2	How do these terms and conditions apply to you?	2
6	What is the Term of this Contract?	2
6.1	When this Agreement starts	2
6.2	Cooling off period	2
6.3	When does this Agreement end?	2
6.4	Vacating your premises	3
6.5	What happens when this Agreement ends	3
7	Scope of This Contract	3
8	Your General Obligations	4
8.1	Full information	4
8.2	Updating information	4
9	Our Liability	4
10	Price for Energy and Other Services	4
10.1	What you have to pay	4
10.2	Changes to the Charges	5
11	Billing	5
11.1	General	5
11.2	Calculating the bill	6
11.3	Estimating the energy usage	6
11.4	Your historical billing information	6
11.5	Your electricity (only) consumption information	6
12	Paying Your Bill	7
12.1	What you have to pay	7
12.2	Issue of reminder notices	7
12.3	Difficulties in paying	7
12.4	Late payments	7



13	Meters	7
14	Undercharging and Overcharging	7
14.1	Undercharging	7
14.2	Overcharging	8
14.3	Reviewing your bill	8
15	Security Deposits	9
15.1	Security deposit	9
15.2	Interest on security deposits	9
15.3	Use of a security deposit	9
15.4	Return of security deposit	9
16	Disconnection of Supply	9
16.1	When can we arrange for disconnection?	9
16.2	Notice and warning of disconnection	10
16.3	When we must not arrange disconnection	10
17	Reconnection After Disconnection	11
18	Interruptions to supply	11
19	Wrongful and Illegal Use of Energy	12
20	Notices and Bills	12
21	Privacy Act Notice	12
22	Complaints and Dispute Resolution	12
22.1	Complaints & disputes	12
22.2	Our obligations in handling complaints & disputes	13
23	Force Majeure	13
23.1	Effect of force majeure event	13
23.2	Deemed prompt notice	13
23.3	Obligation to overcome or minimise effect of force majeure event	13
23.4	Settlement of industrial disputes	13
24	What Laws Apply	14
25	General	14
25.1	Our obligations	14
25.2	Regulatory Requirements	14
25.3	Amending this contract	14
26	Simplified Explanation of Terms - Definitions	15



1 Your Agreement

This is your copy of the terms and conditions in which EN Project Company One Pty Ltd (ACN 618 387 143) as trustee for the EN Project Trust One (ABN 16 785 837 441), a wholly owned subsidiary of ReNu Energy Limited (ABN 55 095 006 090), of Level 1, 9 Gardner Close, Milton Qld 4064 will provide electricity and related services to you.

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.

2 About This Agreement

This Electricity Sales Agreement ('this Agreement') is an energy contract and covers the sale of electricity to you at your premises as a business customer in an embedded electricity network ('Embedded Network'). This Agreement includes these Agreement Terms and the Schedule.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about energy marketing and payment methods.

3 The Parties

This Agreement is between EN Project Company One Pty Ltd (ACN 618 387 143) as trustee for the EN Project Trust One (ABN 16 785 837 441) who sells energy to you at your premises ('the Seller') (in this contract referred to as "ReNu Energy", "we", "our" or "us"); and

You, the person set out in the 'Customer Details' section of the Schedule ('the Customer'), to whom this contract applies (in this contract referred to as "you" or "your").

4 Definitions and Interpretation

Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the Rules. However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.

Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

5 Do These Terms and Conditions Apply to You?

5.1 These are our terms and conditions

This contract sets out the terms and conditions for a market retail contract for small and large business customers under the National Energy Retail Law and the Rules.



5.2 How do these terms and conditions apply to you?

These terms and conditions apply to Small Customers and Large Customers who are Business Customers.

If you're a Small Customer additional regulatory protections apply to you. Whether you're a Small Customer is determined by the Regulatory Requirements. Currently, the Regulatory Requirements provide that you're a Small Business Customer if:

- a. in New South Wales and Queensland, you're a Business Customer who uses less than 100MWh of electricity per year;
- b. in South Australia, you're a Business Customer who uses less than 160MWh of electricity per year; or
- c. in Victoria, you're a Business Customer who uses less than 40MWh of electricity per year. If you're not a Small Customer, we may still supply you under this Agreement but the additional regulatory protections we refer to in the previous paragraph do not apply to you. In this Agreement, we call you a Large Customer. Where we treat Small Customers and Large Customers differently we've 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 Customer to a Large Customer or vice-versa.

6 What is the Term of this Contract?

6.1 When this Agreement starts

This Agreement starts on the Supply Start Date and continues until you or we end it. For information about how this Agreement can end see clause 6.3. We will start to sell you electricity on the Supply Start Date which will either be:

- a. the end of the cooling off period;
- b. the date your Supply Address is connected by us (or on our behalf) or transferred to us; or
- c. another date we agree with you.

6.2 Cooling off period

You can cancel this Agreement during the 10 Business Day cooling off period. The cooling off period starts from the later of the day after:

- a. the Supply Start Date; or
- b. you receive this Agreement and the customer disclosure statement provided to you with these Agreement Terms. 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 advise us in writing of your intention to withdraw from the contract.

6.3 When does this Agreement end?

- a. This energy supply agreement ends:
 - i. if you give us a notice stating you wish to end the contract —subject to paragraph (b), on a date advised by you of which you give us at least 5 but no more than 20 business days' notice; or



- ii. if we both agree to a date to end the contract - on the date that is agreed; or
 - iii. at the conclusion of your lease for, or occupancy of, the premises to which the energy is supplied; or
 - iv. if you start to buy energy for the premises from us or a different retailer under a customer retail contract - on the date the market retail contract starts; or
 - v. if a different customer starts to buy energy for the premises - on the date that customer's contract starts; or
 - vi. if the premises are disconnected and you have not met the requirements in the Rules for reconnection - 10 business days from the date of disconnection; or
 - vii. if we are no longer entitled to sell electricity due to a Last Resort Event.
- b. Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

6.4 Vacating your premises

- a. If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 6.3(a)(i) of this contract.
- b. When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.
- c. You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 6.3 of this contract.

6.5 What happens when this Agreement ends

If this Agreement ends, we will continue to sell you electricity on the same terms as the terms of this Agreement until you enter into a new agreement with us or transfer your Supply Address to another electricity retailer. This clause and the provisions of this Agreement about privacy, liability, notices, governing law and payment will survive this Agreement ending. This Agreement ending will not prejudice any rights, obligations or remedies that you or we have that accrued before the Agreement ends.

7 Scope of This Contract

- a. Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.
- b. In return, you agree:
 - i. to be responsible for charges or energy supplied to the premises until this contract ends under clause 6.3 even if you vacate the premises earlier; and
 - ii. to pay the amounts billed by us under this contract; and
 - iii. to meet your obligations under this contract and the energy laws.



8 Your General Obligations

8.1 Full information

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

8.2 Updating information

You must tell us promptly if information you have provided to us changes, including your billing address changes.

9 Our Liability

- a. 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.
- b. 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 energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- c. Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

10 Price for Energy and Other Services

10.1 What you have to pay

You must pay us the Charges. The Charges include:

- a. Amounts for the sale and supply of electricity described below.
 - i. Supply charges – daily charges, regardless of how much electricity you use. These charges are set out in your Schedule.
 - ii. Electricity usage charges – charges based on the amount of electricity you use. These charges are set out in your Schedule.
 - iii. Network charges – any amounts that are related to distribution charges for services provided at your Supply Address and which are not already incorporated into the supply or electricity usage charges.
 - iv. Taxes – any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply electricity to you.
- b. The fees described below. If these fees apply they will be set out in your 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 16.



- ii. Card payment fee – a fee for paying 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 costs and losses if you pay your bill (or part of your bill) after the Due Date. This fee does not apply to Small Customers in Victoria.
 - iv. Account establishment fee – a fee for transferring your electricity supply to us from another retailer or setting up your account with us for the first time.
 - v. Payment processing fee – a fee for paying your bill over the counter in person at a third-party retailer or outlet or via PostBillPay.
 - vi. Paper bill fee – a fee for receiving a bill in the mail.
- c. In some circumstances, you must also pay us the other amounts described below.
- 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 in one of the Charges (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.

10.2 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. The notice of variation may be by a message on your bill. We'll notify you:
 - i. for Small Customers in Queensland, at least 10 Business Days before the variation where the Charges are increasing; and
 - ii. otherwise, as soon as practicable, but no later than your next bill after the variation.
- b. 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.

11 Billing

11.1 General

- a. We will send a bill to you as soon as possible after the end of each Billing Cycle.

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.
- b. If you don't choose an address or we can't contact you at that address (e.g. your bill is returned to us), we may send the bill to the Supply Address and you'll be deemed to have received it.



11.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

- a. the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules); and
- b. the amount of fees and charges for any other services provided under this contract during the billing cycle; and
- c. the charges payable for network services.

11.3 Estimating the energy usage

- a. We must use our best endeavours to ensure that your meter is read and used as the basis, or apportioned, for any bill used.
- b. We may base your bill on an estimation of your consumption of energy at your premises where we are not able to reasonably or reliably base the bill on an actual meter reading (for example, 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.
- 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 we estimate the amount of energy consumed at your premises to calculate a bill, we must:
 - 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 energy actually used.
- e. 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.
- f. 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.

11.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if we have already given you this information 4 times in the previous 12 months, or if you require information going back more than 2 years.

11.5 Your electricity (only) 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:

- a. we have already given you this information 4 times in the previous 12 months; or
- b. the information requested is different in manner or form to any minimum requirements we are required to meet; or



- c. 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.

12 Paying Your Bill

12.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

12.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

12.3 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.

12.4 Late payments

- a. If you have not paid a bill by the pay-by 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 7 for more details);
 - ii. disconnect your electricity supply (see clause 15 for more details);
 - 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 or we are not fully compensated for our costs and losses through the late payment fee.

13 Meters

- a. You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).
- 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, consistently with the metering rules and in any event at least once every 12 months.

14 Undercharging and Overcharging

14.1 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. 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.

14.2 Overcharging

Where we have overcharged you, we must inform you within 10 Business Days after becoming aware of the overcharging and repay the amount overcharged subject to the following:

- a. Where you have been overcharged by less than \$25.00 and you have already paid the overcharged amount, we must credit that amount to your next bill.
- b. Where you have been overcharged by \$25.00 or more, and you have already paid that amount, we must refund the amount to you if requested or, if no such request is made, credit that amount to your next bill.
- c. 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.
- 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 the overcharged amount.

14.3 Reviewing your bill

- a. If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- b. If there is a billing dispute and 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 Energy Laws. Prior to undertaking any testing pursuant to this clause 14.3, we will advise you of the cost of the testing which you must pay us if clause 14.3(c)(i) below applies. We will only proceed with the testing if you confirm the cost of the testing is acceptable to you.
- c. If the test shows that the Meter is:
 - i. compliant with the requirements of the Energy Laws, you must pay to us any amount outstanding from the relevant bill in accordance with clause 12 and the cost of the testing which you have accepted in accordance with clause 14.3(b); or
 - ii. non-compliant with the requirements of the Energy Laws:
 - a. we will bear the costs of undertaking the testing; and
 - b. if you have paid the disputed amount, the incorrect amount on the bill will be repaid to you in accordance with clause 14.2.



- d. 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 that you do not dispute; or
 - ii. an amount equal to the average of your bills in the last 12 months.

15 Security Deposits

15.1 Security deposit

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Rules.

15.2 Interest on security deposits

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

15.3 Use of a 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 contract:
 - i. if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or
 - ii. in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises 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.

15.4 Return of security deposit

- a. We must return your security deposit and any accrued interest in the following circumstances:
 - i. you complete 2 years' payment by the pay-by dates on our initial bills; or
 - ii. subject to clause 16.3 of this contract, you stop purchasing energy at the relevant premises under this contract.
- 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.

16 Disconnection of Supply

16.1 When can we arrange for disconnection?

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

- a. you ask us to;
- b. continuity of supply to the premises would be unsafe;

- c. your tenancy has ended and you are vacating the premises;
- d. Your agreement has ended and you are vacating the premises;
- e. You have not paid a bill by the pay-by date or have not adhered to the terms of a payment plan, and:
 - i. following non-payment by the pay-by 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, and
 - 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 warning notice, and
 - iii. we, after issuing the disconnection warning notice, used our best endeavours to contact the customer in person or by telephone in connection with the failure to pay, and
 - iv. you, by the date specified in the disconnection warning notice, refused or failed to take any reasonable action towards settling the debt.
- f. we are otherwise entitled or required to do so under the Rules or by law.

16.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules. 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). Where we arrange for disconnection because continuity of supply to the premises would be unsafe, we will use best endeavours to notify you in person or by telephone prior to the disconnection.

16.3 When we must not arrange disconnection

- a. We must not disconnect or cease energy supply to your premises where you have made a complaint directly related to the proposed reason for disconnection or de-energisation, to us, the energy Ombudsman or another relevant external dispute resolution body and the complaint remains unresolved
- b. Subject to paragraph (c), your premises may not be disconnected or de-energised during the following times ('the protected period'):
 - i. on a business day before 8.00am or after 3.00pm; or
 - ii. on a Friday or the day before a public holiday; or
 - iii. on a weekend or a public holiday; or
 - iv. on the days between 20 December and 31 December (both inclusive) in any year.
- c. Your premises may be disconnected or de-energised within the protected period:
 - i. for reasons of health and safety; or
 - ii. in an emergency; or
 - iii. as directed by a relevant authority; or
 - iv. if you request us to arrange disconnection within the protected period; or

- v. where the End Date occurs during the protected period.
- d. We will contact the distributor to whose network the Embedded Network is connected to ask whether any de-energisation or disconnection of a retail customer would be prohibited that day due to extreme weather conditions. Where the distributor confirms that the de-energisation or disconnection of a retail customer would be prohibited on that day, we must not de-energise or disconnect your premises that day.

17 Reconnection After Disconnection

- a. Subject to paragraph (c), we must reconnect or re-energise your premises as soon as practicable, and no later than two days from when the request was made, after your premises being disconnected or de-energised in the following circumstances:
 - i. you ask us to arrange for re-energisation or reconnection of your premises (which request can be made 10 business days after de-energisation or disconnection, or as soon as the matter that led to the de-energisation or disconnection is rectified); and
 - ii. you pay any re-energisation or reconnection charge (if requested); and
 - iii. if you still have outstanding amounts owed to us, you agree to pay into a payment plan with us.
- b. We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).
- c. Where we have arranged for disconnection of your premises because continuity of supply to the premises would be unsafe, we must arrange for reconnection of the premises as soon as practicable.
- d. Subject to paragraph (a), please note that we cannot refuse to supply you on the grounds that you owe us outstanding amounts for electricity sold to the premises.

18 Interruptions to supply

- a. In the case of an unplanned Interruption, we must:
 - i. within 30 minutes of us being advised of the Interruption, or otherwise as soon as practicable, make available information on the nature of the Interruption and an estimate of the time when supply will be restored or when reliable information on restoration of supply will be available;
 - ii. if providing a telephone response that is automated, provide options for you (if you call the service) to be directly connected to a telephone operator if required; and
 - iii. use our best endeavours to restore supply to you as soon as possible.
- b. In the case of a planned Interruption, we must notify you at least 4 business days before the date of the Interruption, and we must use our best endeavours to restore your supply as soon as possible. The notification will:
 - i. specify the expected date, time and duration of the Interruption; and
 - ii. include a telephone number for enquiries (the charge for which is no more than a local call); and
 - iii. include a statement that any enquiries regarding planned Interruptions are to be directed to us.



19 Wrongful and Illegal Use of Energy

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

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

20 Notices and Bills

- a. Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- b. A notice or bill sent under this contract 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 premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
 - 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.

21 Privacy Act Notice

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

22 Complaints and Dispute Resolution

22.1 Complaints & disputes

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

- b. Note: Our standard complaints and dispute resolution procedures are published on our website. You can also ask us to send you a copy. Call us on **1300 038 069**.

22.2 Our obligations in handling complaints & disputes

If you make a complaint or dispute, we must respond to your complaint or dispute within the required timeframes set out in our standard complaints and dispute resolution procedures. We will deal with the complaint or dispute in accordance with our standard complaints and dispute resolution procedures, and make reasonable endeavours to resolve the dispute. We will inform you:

- a. of the outcome of your complaint and the reasons for our decision; and
- b. that if you are not satisfied with our response, you have a right to escalate your matter externally. You can:
 - i. request that it be referred for mediation to the Resolution Institute, Australia, or any successor body. If this occurs then both parties must agree to abide by the mediation rules of the Resolution Institute, or successor body.
 - ii. If your premises are in New South Wales, you can contact the Energy and Water Ombudsman NSW on **1800 246 545** or at

23 Force Majeure

23.1 Effect of force majeure event

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):

- 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 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.

23.2 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.

23.3 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.

23.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.



24 What Laws Apply

The laws of 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.

25 General

25.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- a. we are taken to have complied with the obligation if another person does it on our behalf; and
- b. if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

25.2 Regulatory Requirements

If any matter that applies to the sale of electricity to customers in an embedded electricity network is required to be included in this Agreement by a Regulatory Requirement is not expressly dealt with in this Agreement, the Regulatory Requirement is incorporated as if it were a term of this Agreement.

25.3 Amending this contract

- a. This contract may only be amended in accordance with the procedures set out in the National Energy Retail Law.
- b. We must publish any amendments to this contract on our website.

26 Simplified Explanation of Terms - Definitions

Agreement means the Schedule and the Agreement Terms.

Agreement Terms means the terms and conditions in this document.

Billing Cycle or **Billing Period** means the regular recurrent period for which you receive a bill from us.

Building means the building within which your Supply Address is situated.

Building Owner means the proprietor of the Building or the body corporate or owners corporation for the Building (as applicable).

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

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

Contract means the agreement contained in this document, and includes any amendment or variation and any other document expressed to form part of this document.

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

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

Embedded Network means the private electricity network that connects the building to the distribution network and over which electricity is supplied to Customers within the building.

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 electricity.

Energy Laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules.

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

GST has the meaning given in the GST Act (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 Premises, but does not include unavailability or curtailment in accordance with this Agreement or your arrangements for connection of the Premises to the building's network.

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

Network Services means the physical delivery of electricity to the Premises via the Embedded Network which in turn is connected to the distributor.

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

Premise(s) means the premises in which the Customer is taking a supply of electricity. Details of the Premises are recorded during the registration process.

Price Sheet means a document that sets out the usage and supply Charges and most other Charges.



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 1988 (Cth) and in:

New South Wales, Queensland and South Australia: the National Energy Retail Law and the National Energy Retail Rules.

Victoria: the Electricity Industry Act 2000 (Vic) and the Energy Retail Code.

Relevant Authority means any person or body who has the power under law to direct us, including the Australian Energy Regulator and State or Federal Police.

Retailer means a person that is authorised to sell energy to customers.

Retailer of Last Resort 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:

Schedule means the document titled Schedule provided to you with these Agreement Terms, which may include a separate Price Sheet.

Security Deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;

Small Customer means a Small Electricity Customer.

Small Electricity Customer means in:

New South Wales, South Australia and Queensland: a small customer for the purposes of the National Energy Retail Law.

Victoria: a relevant customer for the purposes of section 36 of the Electricity Industry Act 2000 (Vic).

Supply Address means the Premises specified as the supply address in the Schedule.

Supply Start Date means the supply start date set out in the Schedule or otherwise notified to you.



How to Contact Us

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Post PO Box 2046, Milton Qld 4064

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

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

For more information visit renuenergy.com.au