



Discover Energy Market Contract

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Market Contract Customer Effective [insert date]

This booklet contains all the details you need to know about being a Discover Energy customer. It forms part of your contract with us. So please take a moment to look over this important information and keep it in a safe place for future reference.

If you have any questions, visit discoverenergy.com.au or call us on 1300 946 898

Customer Charter

This charter outlines what you can expect as our customer. It's also a benchmark against which we measure our service to you.

We're your energy Retailer

As your energy Retailer, we are responsible for arranging the connection of electricity and/or gas to your property, sending you bills and looking after your energy needs. If you live in New South Wales, Queensland, South Australia, or Australian Capital Territory, we are also responsible for appointing a Metering Service Provider to install and maintain your electricity Meter.

We can also offer you a range of services, including access to tradespeople, energy efficiency advice and solar solutions. An energy Retailer is different to a Distributor. Your Distributor, who is independent of Discover Energy, owns and is responsible for the electricity poles and wires and gas pipes and meters in your area. They're also responsible for distributing the energy to your property. Because of this, your Distributor will remain the same regardless of which Retailer you sign up with. Distributors are also responsible for performing many of the services you can request through your Retailer, including reading your Meter (if you have a non-digital Meter), and restoring network faults. Go to discoverenergy.com.au to check who your Distributor is. This information is also listed on your bill.

Here's what you can expect from us. Our easy to use MyAccount online service at www.discoverenergy.com.au contains all the relevant information and functions for managing your energy needs. You can speak with an energy consultant by calling our customer service team on 1300 946 898 between 9am and 5:30pm EST business days. We will answer your calls promptly and we also provide some self-service options by phone. We will respond to written enquiries within 5 business days allowing for delivery and 2-3 days for online enquiries. If you have visual or hearing disabilities, let us know so we can give assistance with account or billing enquiries. You will need to tell us if you have any life support or critical power requirements.

You have a choice of Energy Offers

Your Energy Offer represents a contract with us. You can choose either a Market Retail Contract or a Standard Retail Contract. A Market Retail Contract offer will specify any special discounts and incentives, as well as outlining prices, fees and charges and may include an Early Termination Fee. Under a Market Retail Contract, you may be offered an Energy Offer with either variable or fixed rates. Variable rates can change at any time during your Energy Offer, with written notice to you. Fixed rates will not change for the duration of your current Energy Offer Period. If you choose a Standard Retail Contract, the terms are subject to regulatory oversight and variations to prices are published on our website and in major newspapers. A 10 Business Day Cooling-off Period applies to our Retail contracts. If you move into a property without contacting a Retailer to set up an account you will be deemed, under regulations, to have a contract with the current Retailer responsible for that property.

Connecting your property

When you sign up for a new account with Discover Energy at your current property, we need to read your Meter to establish your new Discover Energy account. If there is no clear and safe access to the Meter, let us know so that we can make alternative arrangements to obtain the Meter Reading.

If your meter was recently read, we may be able to the previous read or we may organise a special meter read to facilitate the transfer.

Your bills will be clear and easy to read

If you're a residential or small business customer, we will send you a bill at least every 3 months or 2 months for Victoria Gas customers. Alternatively, we can agree to a different billing frequency with you, such as monthly billing.

Your bill will show how much energy you've used based on an actual Meter Reading whenever possible. When we cannot obtain an actual Meter Read, your bill will be based on an estimate of your energy usage. If there is no clear and safe access to the Meter, let us know so that we can look at alternative arrangements for your Meter Readings.

If your bill is higher or lower than expected, call us and we'll explore why. If we need to investigate further, we'll do so as quickly as possible. Fees will be clearly set out in your Energy Offer and clearly displayed on your bill. Details of additional fees and charges can be found on our website. We'll let you know of any changes to these. In the unlikely event that you are overcharged, we'll let you know and make sure you are reimbursed. If we've undercharged you, subject to regulatory limitations, we may recover that amount from you with a reasonable payment plan that we will agree with you.

You have a choice of convenient ways to pay

We offer a range of convenient bill payment methods including Direct Debit, BPAY® and Credit Card. All options are listed on the back of your bill. If you're a residential or small business customer, you also have the option of Bill Smoothing to help spread the cost of your energy bills across equal instalments.

If you are having difficulty paying.

We can help. We offer flexible payment options and energy efficiency advice to help you get back on track. If you are a residential customer experiencing ongoing financial difficulties, our Hardship Program can also support you.

What happens if you don't pay a bill?

If you don't pay your bill by the due date and haven't made alternative arrangements with us, we may, as a last resort, disconnect your energy supply and refer your account to a debt collection agency. We will contact you beforehand, but request that you contact us if at any time you are unable to make payment.

Disconnecting and reconnecting your Meter

Under certain circumstances, Discover Energy reserves the right to disconnect your supply. These include:

- if you don't allow us safe access to your Meter or Supply Address (and we have made all required efforts to contact you);
- If you have sourced energy illegally;
- if you are in breach of your energy contract or any Regulatory Requirements; or
- if you do not provide the acceptable identification required by your contract.

If you are a residential or small business customer and you have been disconnected, we will lodge a request for reconnection of your energy supply within 24 hours of your request once you have fixed the problems leading to your disconnection and have paid (or made arrangements to pay) any outstanding amounts.

We'll help make moving a little easier

We understand that moving can be stressful and there's always so much to do. With Discover Energy, you can enjoy peace of mind knowing the power will be on at your new home the day you move in. Simply visit discoverenergy.com.au or call us on 1300 946 898 between 9am and 5:30pm EST Monday to Friday, at least three business day before your scheduled move date to arrange connection. If you are in a regional area, please contact us at least 10 Business Days before your move.

We may also need you to arrange safe and clear access to the electricity and/or gas Meter to complete the connection.

[We can help you find ways to be more energy efficient](#)

We can offer a number of ways to help you manage your energy, including energy audits, and energy efficiency tips, visit discoverenergy.com.au to find out more.

[Safe use of your energy](#)

Your must:

- make sure that you use energy in a safe and legal manner;
- not tamper with or bypass the meter; and
- keep vegetation clear from power lines and ensure clear access to your meter.

If you suspect a fault, call the faults number provided on your bill.

Product Disclosure Statement

This section contains important information about your Energy Offer which you should read.

Important information

1. Cooling-off Period and right of withdrawal

The contract between you and Discover Energy set out in the General Terms is subject to a 10 Business Day Cooling-off Period from the date on which you receive your welcome pack containing the Product Disclosure Statement and General Terms. During this time, you may give us written notice or call us on 1300 946 898 (9:00am - 5:30pm Monday to Friday EST) to cancel the Market Contract and your Energy Offer for any reason without paying any applicable Early Termination Fee.

Details about your additional rights to cancel this Market Contract are set out in the information enclosed within this booklet.

2. The Transfer Process

If we are not currently your retailer for your Supply Address, we'll arrange for your supply Address to transfer to us from your current retailer. You agree to us taking all necessary steps to do so.

We may stop or reverse the transfer and cancel this Agreement at any point during the cool off period:

- a) where you don't meet our credit requirements;
- b) where information in your application is incorrect;
- c) for any other reason if it is not unreasonable to do so; or
- d) prior to the transfer where the transfer does not occur within three months of you accepting the offer.

3. Commencement of your Energy Offer

Entering into this Energy Offer constitutes your consent to Discover Energy supplying your Energy. Your Energy Offer and Retail Contract begin on the day you accept the Offer, however the Supply Commencement Date under the General Terms will be:

- a) the date specified in the Offer (if a date is specified); or
- b) the later of:
 - i. the date we become the financially responsible retailer for energy used at your Supply Address (which is usually your next available Meter Reading date); or
 - ii. the date we begin to supply electricity or gas to your Supply Address; and
 - iii. The expiry of the 10 Business Day Cooling off Period (for gas sites) –

The Supply Commencement Date may begin during the Cooling off Period for Electricity sites.

If you have recently moved into the Supply Address or have arranged a new connection service, the Supply Commencement Date is the date we become the financially responsible retailer for the Energy supplied to the Supply Address. See the General Terms for further information.

4. The Term of your Energy Offer

There is no fixed term for your Market Retail Contract with Discover Energy set out in the General Terms and the documents incorporated by the General Terms. Your current Energy Offer is subject to the terms of your Market Retail Contract and operates for the Energy Offer Period as set out in the Offer.

At the end of your Energy Offer your Market Retail Contract continues under the General Terms. Unless we notify you otherwise, you will receive all applicable discounts and account credits (subject to changes in your Energy Charges) on a new Energy Offer, which will operate for a further Energy Offer Period as set out in the Offer. This new Energy Offer will not include an Early Termination Fee.

5. Early Termination

Following the expiry of the Cooling-off Period, you may cancel your Energy Offer by giving us at least 20 Business Days' notice. If you are vacating your Supply Address, you may cancel your Energy Offer with 3 Business Days' notice. We may charge any applicable Early Termination Fee set out in the Offer. Early Termination Fees (if any) only apply during the first Energy Offer Period under your contract with Discover Energy.

6. Prices, Fees and Charges

Your Energy Rates and Charges are set out in the Offer. Fees such as dishonoured payment fees or payment processing fees, and other charges relating to your Meter or Supply Address may also apply under the General Terms.

A payment processing fee may apply when you pay a bill using a payment method that results in us incurring a merchant services fee (including payment by credit card). Other charges may consist of a pass through of amounts charged to us by your Distributor, the Meter Service Provider or other third parties in relation to services we arrange on your behalf. We will advise you of any such amounts at the time you make the relevant request. See the Fee Schedule and General Terms for details on when these fees apply.

Unless your Offer indicates otherwise, your Energy Charges, including fees, may be varied at any time by Discover Energy by giving you written notice in accordance with the General Terms and Regulatory Requirements. See the General Terms for further information.

7. Billing and Payment Arrangements

We may agree with you to provide monthly energy bills or otherwise require that your bills are issued monthly in relation to specific Energy Offers. Subject to the Offer or any other monthly billing arrangements we have with you, your electricity and/or gas bills will be issued quarterly. Your bills will be sent to your nominated email address and will be available through your My Account portal or can be sent to your postal address if your Energy Offer does not include a requirement for e-billing (Paper bills incur a fee unless exempt). You may pay your bills by direct debit, BPAY®, credit card or any other method listed on your bill or agreed by us.

The Customers are exempt from Paper Bill fees:

- a) Customers registered for our Hardship program
- b) Customers registered for Concession

- c) Customers registered for Life Support
- d) Customers on a Standard Retail Contract
- e) Some multisite customers.

8. Concessions and Rebates

If you currently hold a Government concession card you may be eligible to receive a rebate on your energy bills. Please contact Discover Energy to advise us of, or update, your concession details. For further information about the concessions and rebates that may be available to you, please refer to www.discoverenergy.com.au or contact Discover Energy.

9. Electronic Transactions

If it is agreed that any requirement of your Energy Offer is to be met electronically, we will do so in accordance with your General Terms. You will be recognised as having received the information and be bound by the transaction under the provisions relating to electronic transactions within the relevant legislation and your General Terms.

9. Service Standards

Our service to you will meet all Regulatory Requirements applicable in your State. The applicable service standard obligations are specified in the Regulatory Requirements or set out in your Energy Offer.

10. Dispute Resolution

If you can't find the information you need through our online portal you may call us on 1300 946 898 between 9am and 5:30pm EST business days or email us service@discoverenergy.com.au please provide as much information as possible regarding your enquiry or complaint.

You will find that the majority of matters can be resolved through Discover Energy's internal complaint process. We ask that you first provide us with the opportunity to exhaust all avenues in resolving a complaint. You can also choose to contact our Customer Care Manager directly by mail addressed to The Customer Care Manager, Discover Energy, PO Box 665 North Sydney NSW 2059. However, if you're still not satisfied with the handling of your complaint, you may wish to seek further assistance from the Ombudsman.

You can also contact the Ombudsman at any time for free independent advice and information. See below for details.

New South Wales

Energy and Water Ombudsman NSW

Phone: 1800 246 545

Web: www.ewon.com.au

Queensland

Energy and Water Ombudsman Queensland

Phone: 1800 662 837

Web: www.ewoq.com.au

South Australia

Energy Industry Ombudsman SA

Phone: 1800 665 565

Web: www.ewosa.com.au

Australian Capital Territory

The ACT Civil and Administrative Tribunal

Phone: 02 6276 3773

Web: www.ombudsman.act.gov.au/home

Victoria

Energy Industry Ombudsman Victoria

Phone: 1800 500 509

Web: www.ewov.com.au

Gas Safety

What is Natural Gas

Natural Gas is a colourless and odourless fossil fuel consisting mainly of methane CH₄, which is the simplest hydrocarbon. It is formed by decomposing organic materials trapped in porous rock beneath the surface of the earth.

What is Natural Gas used for

In the home

Cooking, heating, and hot water

In Business

Cooking, heating, drying and hot water

Industrial Production

Processing and manufacturing

Power

Gas is used as a generation source of power in power station turbines and cogeneration plants.

Transport

Fuel for vehicles, such as trucks and buses.

Staying safe with natural Gas

Natural Gas is a reliable, safe, effective and economical source of energy available, but as with all sources of power needs to be treated with respect.

Natural gas is invisible, tasteless and in its natural state, odourless. To help detect gas, a chemical is added so that we can smell it. Natural gas is lighter than air, so it can rise in a room if allowed to escape from a fitting or burner.

An average person can easily detect the smell of gas at a concentration about 5 times lower than the level that will support combustion.

Natural gas has no known toxic or chronic physiological effects and is not poisonous. However, exposure to a moderate concentration may result in a headache or similar symptoms due to oxygen deprivation, but the smell should alert you well in advance of this concentration building up.

Exposure to high concentrations or extended exposure may cause more serious side effects. For more details [click here](#).

Approved Appliances

To make sure of the safety of your gas appliances, only use appliances that have been approved and certified by the Australian Gas Association (AGA). These appliances are labelled with an AGA Approved Certification Badge. The label is a promise by the manufacturer that the appliance is identical to a sample appliance of the same type certified by the AGA. As long as your

appliance bears this badge, is installed correctly and is properly maintained, you will find natural gas safe and economical to use at your property.
You should always keep your appliances in safe working order.

Dos and Don'ts

- Make sure all appliances are regularly serviced according to the manufacturer's guidelines. Gas heaters should be serviced at least every three years.
- If your gas heater or the flue is not working properly, you may develop headaches, dizziness or nausea. If you suspect your heater is causing these symptoms, turn it off and call a licensed gasfitter.
- Always turn gas heaters off when you leave the property or go to sleep.
- Keep a gas oven and hot plates clean. Do not allow fat and burned food to build up.
- Always supervise young children near heaters or any gas appliance.
- Only use your appliances for the purpose for which they were designed. For example, do not use a cooker to heat your rooms or dry your clothes.
- LP gas and natural gas are different. Operating an appliance on the wrong type of gas can be hazardous.
- Gas appliances designed for use outdoors, such as barbeques and camping stoves, should not be used indoors.
- Always make sure any permanent ventilation openings on appliances are not blocked.
- Don't tamper with safety valves or use force to open taps on your appliances.
- Don't use spray cans or cleaning solvents or leave papers or clothes near gas appliances.

Most of the time gas appliances are so easy to use and trouble-free that we don't even stop to think about them. Regular servicing will make sure the gas burns properly, maximising safe and efficient use of the energy.

Maintenance of meters and pipes.

Natural gas is supplied to your property by underground pipes to a meter, usually located at the front, or on the side of your property. The gas pipe from the street, up to and including the meter is owned and maintained by the gas distribution company in your area. It is their responsibility to repair and maintain these pipes and your meter equipment.

You have to ensure the meter is easy to access for reading and maintenance work.

You can turn off gas at your meter by turning the control tap on the meter to the (off) position, but make sure you turn off all appliances inside the property first.

The outlet pipes running from the meter to your property and to all your gas appliances belong to you and are your responsibility. You'll need to arrange your own licensed gasfitter to work on these fixtures.

What if I smell gas?

- If you smell gas at your property, extinguish all flames.
- Don't operate electrical appliances as they may create a spark.
- Make sure you turn off gas appliances and pilot lights inside the property first.
- Open doors and windows to reduce the chance of a gas build up.

If you still smell gas, or think it is still escaping.

- Turn off the main gas tap at the meter by turning the control tap on the meter to the horizontal (off) position.

- Phone the 24-hour gas emergency service number on 131 909.
- If you think you have a gas leak anywhere on your property, do not try to find it with a flame, such as a cigarette lighter or matches.
- Always contact a licensed gasfitter for this work.

'Dial before you dig'.

Call 1100 'Dial before you dig' service at least three days prior to any excavating. This free service provides information about underground pipes and cable locations.

Choosing the right tradesperson to work with gas.

Only a contractor qualified to work on gas fittings is entitled to install or repair gas appliances. These licensed contractors carry an identity card with a photograph, stating what work they can perform.

They may be listed either as gasfitters or plumbers in your local business directory.

Gasfitters are aware that they may only install certified products at your property.

National
Gas emergencies: call 000

NSW

Network	Faults and Emergencies	General Inquiries
Jemena	131 909	1300 137 078
Fair trading		fairtrading.nsw.gov.au/building/licencecheck.html

VIC

Network	Faults and Emergencies	General Inquiries
Multinet	132 691	1300 887 501
Australian Gas Networks	1800 898 220	1300 001 001
Ausnet Service	136 707	1300 360 795
Energy Safe Victoria		03 9203 9700

SA

Network	Faults and Emergencies	General Inquiries
Australian Gas Networks	1800 427 532	1300 001 001

QLD

Network	Faults and Emergencies	General Inquiries
Australian Gas Networks	1800 898 220	1800 001 001
Allgas Energy	1800 427 532	1300 001 001

Discover Energy Market Retail General Terms

General Terms

Preamble

This Contract is a market retail contract, which relates to the sale of energy to you at your premises. This Contract consists of these Contract Terms and Conditions, the Offer Benefits, your Energy Offer Details and any other terms and conditions provided (if applicable) (collectively referred to as “this Contract”). In addition to this Contract, the Energy Laws and consumer laws contain rules about the sale of energy to small customers and set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties. We will comply with all applicable laws in our dealings with you.

If you accept our Greenpower options, the Greenpower Terms and Conditions at the back of this document apply to your Greenpower option. The Greenpower Terms and Conditions form a separate contract between you and us (in addition to this Contract).

If you are eligible for and accept a Solar Feed-In arrangement, the Solar Agreement Terms and Conditions at the back of this document apply to your Solar Feed-In arrangement and form a separate contract between you and us (in addition to this Contract). You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor’s website. More information about this Contract and other important information can be found on our website at www.discoverenergy.com.au.

1. The Parties

This Market Contract is made between:

- (a) Discover Energy (ABN 20 619 204 750) (referred to as ‘Discover Energy’, ‘us’, ‘our’ or ‘we’); and
- (b) the customer to whom this contract applies (referred to as ‘you’ or ‘your’).

2. Scope of this Contract

2.1 What this Contract covers?

- (a) Under this Contract we agree to:
 - (i) sell you energy at your premises;
 - (ii) meet our obligations which are set out in this Contract; and
 - (iii) comply with all applicable Energy Laws, including, with respect to the sale of electricity, and the provision, installation and maintenance of your meter at your premises.
- (b) Under this Contract, you agree:
 - (i) to be responsible for charges for energy supplied to the premises until this Contract ends as set out under clause 5.4 even if you vacate the premises earlier;

- (ii) to pay the amounts billed by us to you under this Contract; and
- (iii) to meet your obligations under this Contract and the applicable Energy Laws.

2.2 What this Contract does not cover?

- (a) This Contract doesn't apply to the physical connection of your premises to the distribution system, including the maintenance of that connection and the supply of energy to your premises.
- (b) Your distributor shall be responsible for the physical connection of your premises to the distribution system under the terms of a separate contract (a "customer connection contract").

3. Definitions and Interpretation

- (a) Terms used in this Contract have the same meanings as they have in the Energy Laws. For ease of reference, a simplified explanation of some terms in the Energy Laws is set out in clause 26.1.
- (b) Where the simplified explanations provided differ from the definitions in the Energy Laws, the definitions in the Energy Laws prevail.
- (c) Definitions of the capitalised terms used in this Contract are also given in clause 26.2.
- (d) A reference to a "clause" or "paragraph" in this Contract means a clause or paragraph of this Contract.

4. Application of these terms and conditions

4.1 These are our terms and conditions

- (a) These Contract Terms and Conditions set out the general terms and conditions of this Contract.
- (b) The Benefit Details provides an explanation of the available Benefits we offer under our different market retail contracts.
- (c) The Benefits applicable to you under this Contract will be specified in your energy offer and Basic Plan Information Document or the Energy Price Fact Sheet if your premises are in Victoria, including the tariffs and charges and any period that tariffs may be fixed or variable under this Contract.
- (d) These Contract Terms and Conditions apply to you if:
 - (i) you are a residential customer;
 - (ii) you are a business customer who is a small customer; or
 - (iii) you have been classified as consuming less than 160MWh of electricity (or 40MWh if your premises are in Victoria) and/or 1TJ of gas per year and you have accepted one of our market offers (all of which include these Contract Terms and Conditions) to supply energy to you.

4.2 The Energy Laws

If you are not a small customer, but you have been classified as consuming less than your jurisdiction threshold (as defined in the Energy Laws), we both agree to apply the Energy Laws to you as if you were a small customer.

4.3 Electricity or Gas

These Contract Terms and Conditions apply to the supply of electricity and gas, but some terms may apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.

5. Contract Term

5.1 Start Date

This Contract starts on the Contract Start Date, which is the date you accept our market offer to supply energy to you:

- (a) by giving us your verbal acceptance of the relevant market offer; or
- (b) by giving us your acceptance of the relevant market offer electronically (for example, by using our Online Sign up and Acceptance tool, by email or by SMS); or
- (c) in any other manner that is consistent with the Energy Laws. However, energy supply won't start until the Supply Start Date.

5.2 Cooling-Off Period

- (a) You have the right to cancel this Contract within 10 business days from the later of:
 - (i) the Contract Start Date; and
 - (ii) the day on which you receive a copy of this Contract in accordance with the Energy Laws, referred to as the "Cooling-Off Period".
- (b) You may exercise your right to cancel this Contract within the Cooling-Off Period, notwithstanding your acceptance of this Contract under clause 5.1.
- (c) You may cancel this Contract within the Cooling-Off Period by informing us either orally or in writing of your intention to cancel this Contract. If you do so, this Contract will end immediately.
- (d) If you cancel this Contract and we have arranged connection services for you, you must pay for the connection charges.
- (e) Upon request, we will provide you with a copy of our record of your cancellation at no charge.

5.3 Supply Start Date

The Supply to your premises will start on the Supply Start Date, which is:

- (a) if you are an existing customer of ours and you are not moving premises, on the Contract Start Date; or
- (b) if you are an existing customer of ours but are moving premises, on the agreed connection date; or

- (c) if you are not already a customer of ours, on the date on which your Supply Address has been transferred to us. This will usually be the day after your next meter reading.

5.4 Ending this Contract

- (a) In addition to your right to cancel this Contract under clause 5.2, you may end this Contract at any time after the end of the Cooling-Off Period by notifying us that you wish to end this Contract.
- (b) If you want to end this Contract because:
 - (i) you want to start taking energy supply at your premises from another retailer, this Contract will end on the date on your assigned meter identifier has been transferred to your new retailer (this usually occurs on the date after your final meter read);
 - (ii) you are vacating the premises and your Contract won't be continuing at your new premises, this Contract will end on the date of the final meter read at the premises;
 - (iii) you are remaining at your premises but wish your energy supply to be disconnected, this Contract will end 10 business days after the date of disconnection; or
 - (iv) you want to start a new Contract with us, this Contract will end on a date that we both mutually agree.
- (c) You can provide notification to end this contract via;
 - (i) your online service MyAccount, or
 - (ii) Web Chat; or
 - (iii) Email at customerservice@discoverenergy.com.au; or
 - (iv) contacting our customer service centre on 1300 946 898.
- (d) Rights and obligations accrued before the end of this Contract continue despite the end of this Contract, including your obligations to pay amounts due and owing to us.

5.5 Final Meter Read at the Premises

- (a) A final meter reading will need to occur if:
 - (i) you want to start to take energy supply at your existing premises from another retailer;
 - (ii) you are vacating your premises (whether you want to take this Contract with you to your new premises or not); or
 - (iii) you are remaining at your premises but wish your energy supply to be disconnected. You will need to notify us in this situation.
- (b) The final meter reading can occur on your next scheduled read if you wish, or if you would prefer for a final read to occur earlier, we will need to arrange for a special meter read (fees apply).

- (c) You will be responsible for tariffs and charges for energy supplied at your existing premises until and including the date of the final meter read (regardless of who actually used the energy).
- (d) In addition, if you continue to take supply from us at your existing premises after the date of the final meter read (for example, where we haven't disconnected the premises, the premises haven't been transferred to another retailer and you remain there), you will continue to be liable for tariffs and charges for that energy supply for as long as you continue to take supply.

5.6 Vacating your premises

- (a) If you are vacating your premises, you must also provide your forwarding address to us to send your final bill under this Contract.
- (b) A disconnection fee may apply if we disconnect the services at your premises.
- (c) Notifying us you are vacating your premises must be done in accordance with clause 5.4(c).

5.7 Moving premises

- (a) If you are moving premises, you may ask us to transfer this Contract to your new premises.
- (b) If you do so, we may offer to amend this Contract by transferring the Contract to your new premises. The amendment may include a notice of change which will specify the tariff and charges and Benefits applicable to your new premises.
- (c) If you accept the offer, this Contract will be amended in accordance with the notice and will continue under those terms. We may also require you to pay a connection or reconnection fee at your new premises.
- (d) If you reject the offer, this Contract will end under clause 5.4(b)(ii) .
- (e) Notification of moving premises must be received in accordance with clause 5.4(c).

5.8 Credit check, assessments and debt collection

You acknowledge and agree that:

- (a) we may carry out a credit check or risk assessment on you from time to time and use the personal information we obtain from the relevant credit reporting agency. To carry out a credit check, we may disclose your personal information to a credit reporting agency for the purposes of obtaining credit reporting information about you.
- (b) If we conduct a credit check and the results are not satisfactory to us, we may end this Contract immediately by notifying you within the Cooling-Off Period.
- (c) Alternatively, where your premises have transferred to us, in the 14-day period after the end of the Cooling-Off Period, we may give you a notice amending the terms of this Contract by replacing the tariffs, charges and Benefits specified in your Energy Offer Details with our standing offer prices (in which case the Benefit Period and the Exit Fee Term will no longer apply).
- (d) After the Cooling-Off Period where your premises have not transferred to us.

- (e) If you are a Small Residential Customer, we will only commence legal proceedings against you for amounts not paid by the Due Date (including any associated collection costs) if we have first complied with our obligations under clause 13.3.
- (f) We may charge you our direct and indirect costs associated with collecting your debt (including legal fees, or fees or commissions we pay to a debt collection agent), which we will advise you of at the time.
- (g) If you have more than one account with us, we may transfer debts accrued in one of your accounts to another of your accounts.
- (h) We will comply with applicable laws, regulations and guidelines with respect to debt collection issued by the Australian Competition and Consumer Commission under the *Competition and Consumer Act 2010* (Cth).

More information about credit checking is set out in the Credit Reporting Policy (available on our website at discoverenergy.com.au).

5.9 Transfer Process

If we are not currently your retailer for your premises, we will arrange to transfer your Supply Address to us from your current retailer. You acknowledge and agree that we may take all necessary steps to do so, including organising a special meter read if required.

We may stop or reverse the transfer and cancel this Contract within the cooling off period:

- (a) where you don't meet our credit requirements;
- (b) where information provided is incorrect or incomplete such as distributor tariff, meter or customer information;
- (c) any other reason, if it is not unreasonable to do so; or
- (d) outside of the cooling off period where the transfer has not completed with three months of the Contract Start Date.

6. Offer and Eligibility Requirements

6.1 Your offer type

The specified Energy Offer is the offer that you have accepted.

6.2 Eligibility requirements

You must satisfy the following eligibility requirements:

- (a) you are a Small Customer at the premises; and
- (b) the Supply Address satisfies any eligibility criteria set out in the Energy Offer, which may include whether you have a solar power system or a Digital Meter or include specified payment and or communication methods.

6.3 Not eligible for your offer at the Contract Start Date

- (a) If after you accept this Contract, we determine that you were not eligible for your offer (as set out in the eligibility requirements in your Energy Offer) for any reason, we will contact you to advise you of the options available to you. If you don't select any of the options provided to you within a specified period, and:

- (i) you were not a customer of ours immediately prior to entering this Contract, you agree to us initiating a transfer of your premises to the energy retailer who was responsible for supplying energy to your premises immediately prior to you entering this Contract or, if this isn't possible, an offer determined by us appropriate to your usage; or
 - (ii) you were a customer of ours immediately prior to entering this Contract, you agree to us transferring you to the offer you were previously on or, if that offer is no longer available, then to an offer determined by us as appropriate to your usage.
- (b) This Contract ends upon the transfer of your premises in accordance with clause 6.3(a)(i) to another energy retailer and you remain responsible for paying us for any energy and other charges up to the date of the transfer.
- (c) If clause 6.3(b) doesn't apply, this Contract continues on the terms and conditions applicable to the offer to which you are transferred and you are deemed to have been on that offer from the Contract Start Date.

6.4 No longer eligible for your offer

- (a) If we become aware that you no longer meet the eligibility requirements for your offer set out in your Energy Offer Details, for any reason, including you no longer satisfying the requirements for the network tariff or the network tariff no longer being available, we may notify you that you are no longer eligible for your current offer.
- (b) The notice may include an offer to amend this Contract by providing you a different offer appropriate to your circumstances and the notice will detail the terms and conditions of the offer (including the Benefits, tariffs and charges applicable to the different offer).
- (c) Unless you specifically reject the offer within the period set out in the notice, you agree that you are taken to have accepted the offer. This Contract will be amended in accordance with the notice, and you will be on the offer specified in the notice. You will be deemed to have been on that offer from the date you became ineligible.
- (d) If within the period set out in the notice you notify us that you reject the offer and want to end this Contract, this Contract ends in accordance with clause 5.4.

7. The Benefit Period

7.1 What is the benefit period?

- (a) The Benefit Period starts on the Benefit Start Date and ends on the Benefit End Date.
- (b) Where provided for in your Energy Offer Details, you will receive the Benefits set out in the Energy Offer Details during the Benefit Period (and may continue after the Benefit Period).
- (c) Where permitted by the Energy Laws, some Benefits may apply for a period other than the full Benefit Period. Receiving the Benefits is dependent on you meeting the conditions of the relevant Benefits as set out in the Explanation of Benefits.
- (d) The amount of a Benefit is specified in your Energy Offer Details. The amount of a Benefit may be varied (or a new Benefit added) with written notice in accordance with the Energy Laws.

7.2 What happens after the benefit period?

- (a) After the Benefit End Date, as required by regulatory requirements and otherwise at our discretion, you will continue to receive the Benefits set out in the Energy Offer Details until this Contract ends or (if permitted by the Regulatory Requirements) you accept a different Benefit or Benefits in accordance with this clause.
- (b) The notice may include an offer to amend this Contract by transferring you to a different offer appropriate to your circumstances and the notice will detail the terms and conditions of the offer (including the Benefits, tariffs and charges). We may offer to enter a new contract with you by giving written notice.
- (c) If you accept this offer within the period set out in the notice, we will enter a new contract with you on the terms and conditions detailed in the notice.
- (d) If you don't accept this offer within the period set out in the notice, we may further notify you that this Contract will end on a specified date. After this date, if you continue to take supply from us at your existing premises, you will be charged at our standing offer prices for that consumption in accordance with our standard retail contract.
- (e) Where permitted by the Energy Laws:
 - (i) If we are proposing to offer a different Benefit or Benefits during a benefit period, we will send you a notice advising you that the Benefit Period is due to end. We'll do so no earlier than 40 business days and no later than 20 business days before the Benefit End Date.
 - (ii) The notice may include an offer to amend this Contract by replacing the existing Benefit Period with a new Benefit Period.
 - (iii) If you don't reject the offer within the period set out in the notice, you agree that you are taken to have accepted the offer. This Contract will be amended in accordance with the notice.
 - (iv) If within the period set out in the notice you notify us that you reject the offer and want to end this Contract:
 - (A) this Contract ends in accordance with clause 5.4; and
 - (B) you'll stop receiving the Benefits on the earlier of the Benefit End Date and the Contract End Date; and
 - (v) If within the period set out in the notice you notify us that you reject the offer but don't also notify us that you want to end this Contract, you agree that after the Benefit End Date this Contract will continue on our standing offer prices.
- (f) If your Benefit End Date has passed and we have not contacted you in accordance with this clause, your Benefit Period will continue until we contact you with at least 20 days' notice.

8. Exit Fees

- (a) If provided for in your Energy Offer Details, you must pay any applicable exit fees if you end this Contract during the Exit Fee Term. The amount of any exit fees will be specified in your Energy Offer Details.

- (b) An exit fee will not apply in any of the following circumstances:
 - (i) if you end this Contract during the Cooling-Off Period in accordance with clause 5.2;
 - (ii) if you vacate your premises but immediately enter a new contract with us at your new premises;
 - (iii) if you vacate your premises and transfer this Contract to your new premises (note that other fees may apply, such as special meter reads, connection, disconnection or reconnection); or
 - (iv) if you vacate your premises and move to a location that we don't service.
- (c) We may also waive an exit fee at our discretion, depending on the circumstances.

9. Your General Obligations

9.1 Information

You must:

- (a) pay us any costs we incur as a result of you breaching this Energy offer or any Regulatory Requirements;
- (b) give us any information we reasonably require for the purposes of this Contract, which includes, on request:
 - (i) Acceptable Identification;
 - (ii) contact details;
 - (iii) details of your eligibility for any concession;
 - (iv) information on any changes to information you have previously given us;
 - (v) evidence of compliance with at your own cost the Regulatory Requirements that apply to you, the Premises or the purchase of Energy by you for the Premises; and
 - (vi) give us reasonable assistance and co-operation when we ask you, to allow us to comply with the Regulatory Requirements that apply to us.

The information must be current and correct, and you must not mislead or deceive us in relation to any information provided to us.

9.2 Updating Information

You must tell us promptly if:

- (a) information you have provided to us changes, including but not limited to:
 - (i) your billing address changes; and
 - (ii) changes in use of energy (such as, if you start running a business at the premises or you add or remove solar); and

- (b) you are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services at the premises (such as a lock being installed that will prevent access to the meter).

9.3 Life Support Equipment

- (a) If your premises are in Victoria, before the Contract Start Date, we will ask you if a person residing or intending to reside at your premises requires life support equipment.
- (b) If a person living or intending to live at your premises requires life support equipment, you must:
 - (i) advise us that the person requires life support equipment;
 - (ii) register the premises with us or your distributor; and
 - (iii) provide medical confirmation for the premises.
- (c) You must tell us or your distributor if the life support equipment is no longer required at the premises.
- (d) Subject to satisfying the requirements in the Energy Laws, if you don't provide medical confirmation to us or your distributor, we may cease registration of your premises as having life support equipment.
- (e) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:
 - (i) at least 50 business days to provide medical confirmation for the premises;
 - (ii) general advice that there may be a distributor planned interruption, retailer planned interruption or unplanned interruption to the supply of energy to the premises;
 - (iii) information to assist you to prepare a plan of action in case of an unplanned interruption; and
 - (iv) emergency telephone contact numbers.
- (f) If your premises are located outside Victoria, at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises unless we've obtained your explicit consent to the interruption occurring on a specified date.

9.4 Meter Access

- (a) You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of:
 - (i) reading, testing, maintaining, inspecting, or altering any metering installation at the premises;
 - (ii) calculating or measuring energy supplied or taken at the premises;
 - (iii) checking the accuracy of metered consumption at the premises;
 - (iv) replacing meters; and

- (v) connecting, disconnecting, or reconnecting your energy supply,
and you agree to pay the reasonable costs we incur as a result of your failure to allow such access.
- (b) We'll do our best to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering requirements in the Energy Laws and in any event at least once every 12 months.
- (c) We'll arrange for metering services on your behalf to ensure your premises complies with the Energy Laws.
- (d) You will be responsible for the cost of any site modifications required, any meter installation fee and, if you request any special meter reads, the cost of such meter reads.

9.5 Obligations if you are not the owner

If you cannot meet an obligation relating to your premises under this Contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation. You must provide contact details for your rental agent or property owner if we request them.

10. Our liability

- (a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.
- (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 Energy Laws exclude our liability for any loss or damage you suffer because of the total or partial failure to supply energy to your premises. This includes any loss or damage you suffer because of the defective supply of energy or the quality of energy delivered.

11. Tariffs and charges

11.1 What are our tariffs and charges?

- (a) Our tariffs and charges for the sale of energy to you under this Contract are set out in your Energy Offer Details. You agree to pay these tariffs and charges upon accepting the Contract.
- (b) The amount we charge you for the energy used at your premises is generally made up of the following components:
 - (i) the Usage Charges;
 - (ii) the Daily Supply Charge; and

- (iii) the Capacity Charges (if applicable), as specified in your Energy Offer Details, unless your Energy Offer Details contains a different pricing structure.
- (c) Different Usage Charges may apply at different times during the day or to different energy usage thresholds. If so, specific details on the different rates, times at which rates apply, usage thresholds and how they apply will be specified in your Energy Offer Details.
- (d) In addition to the amount referred to in clause 11.1(b), the tariffs and charges that you are required to pay may include any or all of the following:
 - (i) exit fees (see clause 8);
 - (ii) late payment fees (see clause 13.4);
 - (iii) merchant service fees (see clause 13.5);
 - (iv) fees for dishonoured payments (see clause 13.6);
 - (v) additional costs related to your meter that are incurred at your request or due to your act or omission, such as fees for a special meter read, installation of a new meter or meter repair;
 - (vi) connection, disconnection or reconnection fees;
 - (vii) any other fees imposed by your distributor due to something specific to your needs;
 - (viii) any other fees set out in your Energy Offer Details; and
 - (ix) fees for any other goods or services required, or requested by you, on a case-by-case basis (regardless if the fee is specifically set out in the Energy Offer Details or not).

11.2 Varying tariffs and charges

Subject to any Regulatory Requirements, Discover Energy may vary your Tariffs and Charges or introduce a new Charge by providing you with notice in accordance with clause 11.4.

11.3 Varying Solar Feed-In tariffs

Subject to any Regulatory Requirements, we may vary your Feed-in Tariff by providing you with notice in accordance with clause 11.4 and any applicable electricity generation feed-in terms.

11.4 Notification of varied tariffs and charges

- (a) If we vary your Charges or introduce a new Charge under clause 11.2, we will provide you with written notice of the variation in accordance with Regulatory Requirements and otherwise no later than your next bill after the variation takes effect.
- (b) If permitted by Regulatory Requirements, we may provide written notice to you for the purposes of clause 11.3 by publishing the notice in a newspaper or on our Website and including a notice with your next bill after the variation.

11.5 Limits on varying charges

We will not vary an Exit Fee charge without your prior consent where the varied amount is greater than the amount set out in the Energy Offer Details.

11.6 Pro rata calculations

- (a) If a tariff applying to you is varied during a billing cycle, we may calculate your next bill on a proportionate basis or as otherwise provided for in the Energy Laws.
- (b) We may also calculate your bills on a proportionate basis in other appropriate circumstances, such as where supply starts or ends during a billing cycle.

11.7 GST

- (a) Amounts specified in your Energy Offer Details from time to time and other amounts payable under this Contract may be stated to be exclusive or inclusive of GST, unless Energy Laws (including the Energy Laws in Victoria) require us to specify the GST inclusive amount in which case the GST inclusive amount will be specified. Clause 11.7(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this Contract is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

12. Billing

12.1 General

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

- (a) to the electronic address nominated by you;
- (b) if your offer does not require e-billing and you have not provided an electronic address to you at the physical address; or
- (c) to a person authorised in writing by you or a public trustee to act on your behalf at the physical or electronic address specified by you.

12.2 Calculating the Bill

Unless otherwise agreed, the bill we send to you (“your bills”) will be calculated on:

- (a) the amount of energy used at your premises during the billing cycle including:
 - (i) where applicable, maximum or contracted capacity (using information obtained from reading your meter or otherwise in accordance with the Energy Laws); and
 - (ii) the amount of fees and charges for any other services provided under this Contract during the billing cycle; and
- (b) the charges payable for services provided by your distributor, including connection charges if you've asked for a new connection or connection alteration if you have not made alternative arrangements with your distributor.

12.3 Estimating Energy Usage

- (a) Where permitted by any Regulatory Requirements, including where you and we agree, we may base your bill on:
 - (i) an estimate; or
 - (ii) if you have a basic meter, your valid reading of the relevant Meter, otherwise your bill will be based on a Meter Reading.
- (b) If we receive a Meter Reading after we have used an estimate, we will make any necessary adjustment to your next bill. In some circumstance we may opt to reverse the estimated bill and re-issue a new bill with the actual read.
- (c) If a Special Meter Reading is required, we may charge you the Special Meter Reading fee listed in the Fee Schedule.
- (d) We may include in a bill relating to the Premises any amount payable to us for the sale and Supply of Energy by us to you at a Premises you have vacated.
- (e) If we estimate the amount of energy used at your premises to calculate a bill, we must:
 - (i) clearly state on the bill that it is based on an estimation; and
 - (ii) if required by any applicable Energy Laws, give you an opportunity to request an adjustment to the bill based on your own reading of the meter.
- (f) If the meter hasn't 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 do so but may charge you any cost we incur in doing so.

12.4 Your historical billing information

When you ask us, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information:

- (a) 4 times in previous 12 months, where this Contract relates to electricity; or
- (b) in the previous 12 months, where this Contract relates to gas.

12.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12-monthly estimate of your energy usage.

13. Paying your bill

13.1 What you have to pay

- (a) You must pay to us the amount shown on each bill by the date for payment ("the pay-by date") on the bill.
- (b) You can pay using the available payment methods as set out in your energy offer or as agreed from time to time.
- (c) If you do not pay a bill in full or make acceptable arrangements with us by the due date, we may do any or all the following:

- (i) charge you a late payment fee as set out in the Fee Schedule;
- (ii) charge you daily interest on amounts not paid by the Due Date until the overdue amount is paid in full or acceptable arrangement with us have been made; and
- (iii) refer your bill for debt collection with a debt collection agency in accordance with clause 5.8.

13.2 Reminder notices

- (a) If you haven't paid your bill by the pay-by date, we'll send you a reminder notice that payment is due and must be paid. The reminder notice will give you a further due date for payment that will be at least 6 business days after we issue the notice.
- (b) If a reminder notice is required to be sent it will be sent to the electronic address nominated by you except where no electronic address is provided in which case the notice will be sent to your mailing address.

13.3 Payment difficulties

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We'll provide you with information about payment options and/or any other entitlements that may be available to you.
- (b) If your premises is located outside Victoria, then:
 - (i) if you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we're not obliged to do so if you've had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years: and
 - (ii) additional protections may be available to you under our Customer Hardship Policy and under the regulatory rules if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our Website.
 - (iii) We must provide you with information about relevant: government or non-government rebate schemes, concessions schemes or relief schemes

13.4 Late payment fees

- (a) If permitted by the Energy Laws, and if set out in your Energy Offer Details, we may require you to pay a late payment fee if you haven't paid the full amount of a bill by the pay-by date.
- (b) The amount of the late payment fee is specified in your Energy Offer Details.

13.5 Merchant Service fees

Some payment methods may attract a merchant service. If a merchant service fee is applicable it will be set out in your Energy Offer Details and the Fee Schedule.

13.6 Dishonour fees

If, due to a fault caused by you or your financial institution a payment is dishonoured or reversed and it results in us incurring a fee, we may recover the amount of this fee from you.

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 won't charge interest on the undercharged amount; and
 - (ii) we'll offer you time to pay the undercharged amount in instalments over the same period during which you were undercharged (if fewer 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:
 - (i) if your premises are located outside Victoria, the 9 months immediately before we notify you,
 - (ii) if your premises are located within Victoria, the 4 months immediately before we notify you,

unless the undercharge is your fault, or results from your unlawful act or omission.

14.2 Overcharging

- (a) Where you have been overcharged by less than \$50.00 (or such other amount as determined in accordance with the Energy Laws from time to time), and you've already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you've been overcharged by \$50.00 (or such other amount as determined in accordance with the Energy Laws from time to time) or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you've already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we'll comply with that request.
- (c) If you've stopped buying energy from us, we'll use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) If you've been overcharged because 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.

14.3 Reviewing your bill

- (a) If you dispute your bill, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for an investigation of the meter reading or metering data or for a test of the meter in reviewing the bill. You may be required to pay for the cost of the investigation or test if the investigation or test shows that the meter or metering data was not faulty or incorrect.

- (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 that you don't dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months.

15. Security Deposits

15.1 Security deposit

If permitted by Energy Laws and we ask you to provide a security deposit, you must pay the security deposit when we ask you to do so.

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 Energy Laws.

15.3 Use of a security deposit

We may use your security deposit and any interest earned to offset any amount you owe under this Contract.

16. Disconnection of Supply

16.1 When can we arrange disconnection

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

- (a) Your premises are located:
 - (i) in Victoria and you do not pay your bill by the pay-by date or, if you are a residential customer receiving assistance and you fail to make a payment or otherwise do not adhere to the terms of that assistance;
 - (ii) outside Victoria and you don't pay your bill by the pay-by date and, if you are a residential customer, you:
 - (A) fail to adhere with the terms of an agreed payment plan; or
 - (B) don't agree to an offer to pay the bill by instalments, or having agreed, you fail to adhere with the instalment arrangement;
- (b) you don't provide a security deposit that we are entitled to ask from you;
- (c) you don't provide access to your premises to read a meter for 3 consecutive meter reads;
- (d) you don't provide safe and unhindered access to the premises as required by under your obligations or any requirements under the regulatory requirements;
- (e) there has been illegal or fraudulent use of energy at your premises;
- (f) you are a new customer at the premises, and you fail to provide us with Acceptable Identification we require;
- (g) you ask us to; or

- (h) we are otherwise entitled or required to do so under the Energy Laws or any other law.

16.2 When will we not arrange disconnection

We will not arrange disconnection in accordance with the Regulatory Requirement, in particular we will not disconnect energy:

- (a) If you have an unresolved complaint with us or an ombudsman, directly relating to the reason for disconnection;
- (b) you have made an application for an available Government rebate or grant or a payment plan and the outcome of the application is undecided; or if you are a small residential customer for the reason of non-payment or non-adherence to a payment plan, unless we have made available any payment assistance required under the regulatory rules; or if any registered life support equipment at the premises is registered with us or your distributor;
- (c) on a Friday, Saturday or Sunday;
- (d) on a day prior to a public holiday;
- (e) during the Protected Period of 20 December to 31 December inclusive in any one year; or
- (f) before 8am or after 3pm on any other day in the Protected Period, unless your premises are in Victoria and you are a Small Residential Customer, in which case on any other day in the Protected Period not before 8am or after 2pm.

16.3 Disconnection warning notice

- (a) Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Energy Laws, and in relation to safe and unhindered access, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice.
- (b) However, we do not have 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).

16.4 Planned Interruptions

- (a) Except where your premises are in Victoria, we may arrange retailer planned interruptions to the supply of electricity to your premises, where permitted under the Energy Laws for the purpose of the installation, maintenance, repair, exchange or replacement of a meter.
- (b) If we need to arrange a Retailer Planned Interruption, we will:
 - (i) Give you at least 4 business days' notice (unless in the case of an emergency);
 - (ii) Inform you of the expected date, time and duration of the interruption.
 - (iii) provide you with a 24 hour contact number if you have any questions.

- (iv) provide a 24 hour emergency contact number if your premises are registered for life support.

17. Reconnection after Disconnection

- (a) If disconnection has occurred under clause 16 (except where you have asked us to) and within 10 business days of disconnected you remedied the reason for us disconnecting the premises, you can request that we arrange for the reconnection your energy supply at the premises.
- (b) We will arrange reconnection where you have met your obligations under this Contract.
- (c) We may charge any applicable reconnection fee listed in the fee schedule.

18. Unauthorised access and illegal use of energy

- (a) You must not, and must take reasonable steps to ensure others do not illegally obtain Energy from us or the Distribution System, or otherwise than in accordance with the Regulatory Requirements, and we may:
 - (i) arrange Disconnection;
 - (ii) estimate and issue you a bill for the Energy Supplied to the Premises for which we have not billed you; and
 - (iii) take debt recovery action for any amounts you have not previously been billed (including as estimated by us), and any unpaid amounts, and unless prohibited by the Regulatory Requirements, interest on the unpaid amounts, Disconnection costs and investigation and legal costs.
- (b) If your actions result in damage to assets belonging to us, the Distributor or Meter Service Provider, we may recover from you the cost of repair or replacement of that asset together with any related costs incurred by us including Distributor and Meter Service Provider charges.

19. Notice and Bills

- (a) Except where a particular method of communication is specified in this Contract or required under the Regulatory Requirements, any communication between us and you under this Contract may be in person, in writing, by telephone or by Electronic Means.
- (b) Any communication under this Contract or the Regulatory Requirements required to be in writing may be made by mail, facsimile or Electronic Means.
- (c) Any communication may be made by Electronic Means unless you request us to send communications to a postal address where your energy offers allows for it or we determine that Electronic Means is not possible.
- (d) Any written communication by a party is deemed to have been received:
 - (i) if sent by mail, two Business Days after the date of sending; or
 - (ii) if sent by facsimile or Electronic Means, on the earlier of:
 - (A) receipt of delivery confirmation; or

- (B) the day of transmission, unless otherwise notified that delivery of the communication was unsuccessful or delayed.
- (e) Where any communication under this Contract is required to be in writing, if you and we agree, the communication may be made in a form other than writing, unless we are prohibited from doing so by the Regulatory Requirements.

20. Privacy Act Notice

- (a) We collect, use and disclose your Personal Information in accordance with our Privacy Policy (including our Credit Reporting Policy) which is included in this booklet and is also available on our Website.
- (b) You consent to us using your personal information and sending you information in accordance with our Privacy Policy, as amended from time to time. This may include using your personal information to sell, deliver and market energy to you and for customer analysis purposes. We may also provide you with information on other products and services available to our customers. Personal information is disclosed to other service providers, including credit reporting bureaus, to the extent required to undertake these activities. By entering this Contract, you also authorise your distributor to release to us previous energy usage data for your premises.
- (c) You can tell us if you don't consent to our use of such information, or if you don't wish to receive such information, by calling us on 1300 946 898.
- (d) You can also find our Privacy Policy on our Website. If you have any questions, you can contact our privacy officer at The Privacy Officer, Discover Energy, PO Box 665 North Sydney NSW 2059.

21. Complaints and Dispute Resolution

21.1 Complaints

- (a) If you have a complaint relating to the sale of energy by us to you, or this Contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.
- (b) If you have a query, a complaint or dispute, contact us on 1300 946 898.
- (c) We will inform you of the outcome of your complaint. If you are not satisfied with our response to your complaint, you may refer your complaint to the Energy ombudsman in the State in which your Premises are located.

22. Force Majeure

22.1 Effect of force majeure event

- (a) If an event outside our or your reasonable control ('**Force Majeure Event**') prevents a party from complying with any of its obligations under this Contract, those obligations will be suspended for the duration of the Force Majeure Event (other than any obligation to pay money).
- (b) The party affected by the Force Majeure Event must use its best endeavours to:
 - (i) give the other party prompt notice of, and full details about, the Force Majeure Event; and

- (ii) minimise, overcome or remove the Force Majeure Event as quickly as practicable (however, this will not require either party to settle any industrial dispute).
- (c) The party affected by the Force Majeure Event must advise the other party about:
 - (i) the likely duration of that event;
 - (ii) the obligations affected by that event;
 - (iii) the extent to which those obligations will be affected; and
 - (iv) the steps that will be taken to minimise, overcome or remove those effects.

22.2 Deemed prompt notice

If the effects of a Force Majeure Event are widespread, we'll 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.

22.3 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.

23. Applicable Law

This Contract is governed by the laws in force in the State or Territory in which your premises are located.

24. Retailer of last resort event

If we're no longer entitled by law to sell energy to you due to a Retailer of Last Resort ("RoLR") event occurring in relation to us, we're required under the Energy Laws to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this Contract will come to an end.

25. General

25.1 Our obligations

- (a) 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:
 - (i) we're taken to have complied with the obligation if another person does it on our behalf; and
 - (ii) if the obligation isn't complied with, we're still liable to you for the failure to comply with this Contract. At your request or where applicable under the Regulatory Requirements we will request a Meter Service Provider to:
 - (A) install a Meter and connect the premises to the Distribution System; or
 - (B) replace a meter at the premises.

- (b) Where the obligation to install or replace a meter is required then the process will commence only once all relevant information is received by Discover Energy. Fees and charges may apply for these services.

25.2 Varying this contract

- (a) We may amend this Contract (including any or all these Contract Terms and Conditions, the Explanation of Benefits and your Energy Offer Details) from time to time to:
 - (i) reflect any laws, codes, regulatory guidelines, or instructions by the relevant regulator that are amended or introduced after this Contract commences; and
 - (ii) make variations to this Contract that are reasonably necessary to achieve optimal business efficiency and performance or to protect our legitimate business interests.
- (b) If we amend this Contract, we'll give you notice of the changes in accordance with any applicable Energy Law requirements, following which the amended terms set out in the notice will form part of this Contract.
- (c) You consent to us amending this Contract by notice and you agree to comply with this Contract as amended by that notice.
- (d) We will not amend this Contract where such amendment is inconsistent with the Energy Laws.
- (e) We aren't obliged to continue to offer any particular offer or Benefit beyond the expiration of any existing Benefit Period, except to the extent required by any Energy Laws.

26. Explanation of Terms

26.1 Simplified explanation of terms defined in the Energy Laws

- (a) **billing cycle** means the regular recurrent period for which you receive a bill from us;
- (b) **business day** means a day other than a Saturday, a Sunday or a public holiday at the location in which the customer is based;
- (c) **customer** means a person who buys or wants to buy energy from a retailer;
- (d) **customer connection contract** means a contract between you and your distributor for the provision of customer connection services;
- (e) **designated retailer** means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you don't have an existing connection) for your premises;
- (f) **disconnection** means an action to prevent the flow of energy to the premises, but does not include an interruption;
- (g) **distributor** means the person who operates the system that connects your premises to the distribution network;
- (h) **distributor planned interruption** means an interruption for:

- (i) the planned maintenance, repair, or augmentation of the transmission system; or
 - (ii) the planned maintenance, repair, or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or
 - (iii) the installation of a new connection or a connection alteration;
- (i) **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;
- (j) **energy** means electricity or gas;
- (k) **Energy Laws** means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules, including:
 - (i) for customers in Victoria, the *Electricity Industry Act 2000* (Vic), the *Gas Industry Act 2000* (Vic) and the Energy Retail Code; and
 - (ii) for customers outside Victoria, the National Energy Retail Law and the Rules;
- (l) **force majeure event** has the meaning set out in clause 22;
- (m) **GST** has the meaning given in the *GST Act (A New Tax System (Goods and Services Tax) Act 1999* (Cth));
- (n) **interruption** means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection;
- (o) **medical confirmation** means certification from a registered medical practitioner that a person residing or intending to reside at your premises requires life support equipment;
- (p) **medical confirmation form** means the form we will send you to enable you to provide us with medical confirmation;
- (q) **meter** includes the metering installation;
- (r) **National Energy Retail Law** means the Law of that name that is applied by each participating State and Territory;
- (s) **new meter deployment** means the replacement of your existing meter arranged by us, other than where the replacement is:
 - (i) requested by you;
 - (ii) due to maintenance or because of a malfunction; or
 - (iii) required by any law; relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;
- (t) **residential customer** means a person who purchases energy principally for personal, household, or domestic use at their premises;

- (u) **retailer** means a person who is authorised to sell energy to customers;
- (v) **retailer planned interruption** means an interruption that:
 - (i) is for the purposes of the installation, maintenance, repair, or a replacement of your electricity meter;
 - (ii) does not involve the distributor effecting the interruption; and
 - (iii) is not an interruption which has been planned by your distributor.
- (w) **RoLR event** means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;
- (x) **Rules** means the National Energy Retail Rules made under the National Energy Retail Law;
- (y) **security deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the Energy Laws;
- (z) **small customer** means:
 - (i) a residential customer; or
 - (ii) a business customer who consumes energy at or below a level determined under the Energy Laws; and
- (aa) **standing offer prices** means tariffs and charges that we charge for or in connection with the sale and supply of energy under a standard retail contract. These are published on our Website.

26.2 Definitions of capitalised terms

- (a) **Acceptable Identification** includes:
 - (i) if you are a residential customer:
 - (A) a driver's licence, current passport, or other form of photographic identification;
 - (B) a concession card or other entitlement card issued by a State or Commonwealth Government;
 - (C) or a birth certificate;
 - (ii) if you are a small business customer but not a body corporate, one or more of the forms of identification required under (a) above for one or more of the individuals that conduct the business concerned; or
 - (iii) if you are a body corporate, the body corporate's Australian Business Number or Australian Company Number.
- (b) **Benefit** means any benefit set out in the Explanation of Benefits from time to time;
- (c) **Benefit End Date** means the last day of a Benefit Period (being the last day of the number of years of the Benefit Period specified in your Energy Offer Details after the Benefit Start Date) unless extended in accordance with the terms of this Contract;

- (d) **Benefit Period** means a period that starts on a Benefit Start Date and ends on a Benefit End Date, and which is expressed as a number of years in your Energy Offer Details;
- (e) **Benefit Start Date** means:
 - (i) in respect of the first Benefit Period:
 - (A) if you were already an existing customer of ours but are moving premises – on the Supply Start Date; or
 - (B) if you were already an existing customer of ours and are not moving premises – upon the expiry of the Cooling-Off Period or a later date specified in your Energy Offer Details as the Supply Start Date; or
 - (C) if you were not already an existing customer of ours – on the Supply Start Date.
 - (ii) in respect of any subsequent Benefit Period, the day after the Benefit End Date of the immediately preceding Benefit Period;
- (f) **Capacity Charge** means a charge that is applied to the maximum 15- or 30-minute kW or kVA reading that occurred at your metered connection point. The kW or kVA reading may be subject to a defined minimum value. The Capacity Charge is expressed as “cents per kW per day” or “cents per kVA per day” and is multiplied by the number of days in the billing cycle. The Capacity Charge is sometimes referred to as the Demand Charge.
- (g) **Contract** means your contract with us that is made up of these Contract Terms and Conditions, the Explanation of Benefits and your Energy Offer Details;
- (h) **Contract End Date** means the date on which this Contract ends as determined under clause 4.9;
- (i) **Contract Start Date** is the date on which this Contract starts as determined under clause 4.1;
- (j) **Cooling-Off Period** is defined in clause 4.2;
- (k) **Daily Supply Charge** means a charge that applies for supplying electricity or gas (as applicable to you and specified in your Energy Offer Details) to your premises for each day of the billing period, regardless of how much electricity or gas you use. The Daily Supply Charge may be expressed as “cents per day”, “\$ per billing period” or similarly. The Daily Supply Charge is sometimes referred to as the Supply Charge or the Service Availability Charge;
- (l) **Energy Ombudsman** means if you’re a customer with premises in:
 - (i) the State of New South Wales – Energy and Water Ombudsman (NSW) Limited ACN 079 718 915; or
 - (ii) the State of Victoria – Energy and Water Ombudsman (Victoria) Limited ACN 070 516 175; or
 - (iii) the State of Queensland – the energy ombudsman established under Part 2 of the Energy Ombudsman Act 2006 of Queensland; or

- (iv) the State of South Australia – Energy Industry Ombudsman (SA) Limited ACN 089 791 604; or
- (v) the State of Tasmania – the Ombudsman referred to in the Energy Ombudsman Act 1998 of Tasmania, being the Ombudsman within the meaning of the Ombudsman Act 1978 of Tasmania; or
- (vi) the Australian Capital Territory – the ACT Civil and Administrative Tribunal established under section 88 of the ACT Civil and Administrative Tribunal Act 2008 of the Australian Capital Territory;
- (m) **Energy Offer Details** means the document titled “Energy Offer Details” (or similar) setting out the details of your request for supply, including your product, Benefits, tariffs and charges;
- (n) **Exit Fee Term** is the same as the Benefit Period unless otherwise specified in your Energy Offer Details;
- (o) **kVA** stands for kilovolt-ampere and as a measure of power;
- (p) **kW** stands for kilowatt;
- (q) **kWh** stands for kilowatt hour and is the unit of measurement for your electricity bill;
- (r) **MJ** stands for megajoule and is the unit of measurement for your gas bill;
- (s) **MWh** stands for megawatt hour;
- (t) **Online Acceptance Form** means our internet-based process for the acceptance of relevant offers;
- (u) **Supply Start Date** means the date we start supplying energy to your premises as determined under clause 4.3;
- (v) **Tax** means any present or future taxes, excise, levies, imposts, deductions, charges, withholdings, or duties other than income tax, fines or penalties, imposed by any government or any governmental or semi-governmental body;
- (w) **TJ** stands for terajoule and is a unit of measurement that applies to gas; and
- (x) **Usage Charge** means the unit price for energy (in “cents per kWh” for electricity and “cents per MJ” for gas, as applicable to you) as specified in your Energy Offer Details. The Usage Charge is sometimes referred to as the Energy Rate or Consumption Charge.
- (y) **Website** means the Discover Energy website at www.discoverenergy.com.au.

Explanation of Market Retail Benefits

This Explanation of Benefits provides a detailed explanation of all the Benefits we offer under our different market retail contract offers. It forms part of the Contract between Discover Energy (ABN 20 619 204 750) and you and should be read in conjunction with the Market Retail Contract Terms and Conditions and your Energy Offer Details (both of which also form part of your Contract).

The Benefits listed below that are applicable to you will be specified in your Energy Offer Details.

In this document:

- a) Benefit Period Year means each 12-month period during the Benefit Period. For example, the first Benefit Period Year starts on the Benefit Start Date and ends on the day before the first anniversary of the Benefit Start Date unless otherwise stated.
- b) Other terms are defined in the Market Retail Contract Terms and Conditions.

Benefit	Description	Application and conditions
Guaranteed Discount	Guaranteed Discount is a percentage discount applied for each billing cycle during the Benefit Period. The percentage discount (if applicable) is set out in your Energy Offer Details.	Applied to Usage Charges - does not apply to Supply Charges or Capacity Charges for electricity (where applicable).
Direct Debit Discount	Direct Debit Discount is a percentage discount applied for each billing cycle during the Benefit Period where the payment method is set to automated direct debit or credit card payment. The percentage discount (if applicable) is set out in your Energy Offer Details.	Applied to Usage Charges - does not apply to Supply Charges or Capacity Charges for electricity (where applicable). Is only applicable for automatic payment methods of direct debit or credit card where the energy offer allows.
Bonus Discount	Bonus Discount is a guaranteed percentage discount applied for each billing cycle during the Benefit Period. The percentage discount (if applicable) is set out in your Energy Offer Details.	Applied to Usage Charges - does not apply to Supply Charges or Capacity Charges for electricity (where applicable).
Welcome Credits	Welcome credits are a fixed dollar rebate, that we provide to you in return for your acceptance of one of our market offers. A welcome credit may be applied as a once of credit or be split over 4 payments spread over the initial benefit period. Your Energy Offer Details may include further terms and conditions relevant to this Benefit.	Welcome credits will be issued on your first bill if once off, if split into 4 payments then welcome credits will be issued on your 1 st bill then every 90 days if you remain on the plan until completed. Welcome credits cannot be refunded or transfer. Welcome credits cease to apply if you cancel your offer.

Social Campaign Credits	Social Campaign credits are a fixed dollar rebate.	Credits are provided to you on your next bill in return for participation in social media campaigns. Credits are a fixed dollar rebate that are applied to your bill once your eligibility of each campaign is verified
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Greenpower Terms and Conditions

These Greenpower Terms and Conditions are between: Discover Energy (ABN 20 619 204 750) (in these Greenpower Terms and Conditions referred to as “we”, “our” or “us”); and You, the customer to whom these Greenpower Terms and Conditions apply (in these Greenpower Terms and Conditions referred to as “you” or “your”). Other terms used in these Greenpower Terms and Conditions have the same meanings as in the market retail contract for the sale of energy between you and us.

If you accept a Greenpower product, the following terms and conditions apply.

- (a) You agree to pay the extra amount for your selected Greenpower product as shown in your Energy Offer Details. You agree that this amount, which will appear on your electricity bills, will be charged in addition to the electricity tariffs and charges that you are obliged to pay under your Contract.
- (b) We may vary the tariffs and charges of your Greenpower product from time to time and we will use our best endeavours to provide you with notice as soon as practicable, or in any event no later than your next bill, if we vary these tariffs and charges.
- (c) You may switch to another appropriate Greenpower product or cancel your Greenpower product by giving us at least 30 days’ notice. Please note that:
 - i. switching to a different Greenpower product won’t affect any Contract between you and us; and
 - ii. if you cancel your Greenpower product the Greenpower Terms and Conditions will no longer apply to you but there will be no change to any Contract between you and us.
- (d) We ensure that the percentage of the electricity that we sell to you (as applicable to your selected Greenpower product and set out in your Energy Offer Details), the appropriate equivalent amount of electricity is produced from GreenPower Generators accredited under the National GreenPower Accreditation Program.
- (e) The electricity produced from GreenPower Generators to meet your green option is dispatched into the communal electricity grid and cannot be distinguished from electricity produced from non-renewable sources.
- (f) However, as our Greenpower products are accredited GreenPower products, the rules of the National GreenPower Accreditation Program operate to ensure that we cause the required amount of renewable energy to be produced and dispatched into the communal system.
- (g) If for any reason your GreenPower option ceases to be accredited under the rules of the National GreenPower Accreditation Program, or we’re no longer able to continue providing the Greenpower product, we will notify you of your options as soon as practicable. You may cancel your green option by notifying us.
- (h) For more information on the National GreenPower Accreditation Program please go to www.greenpower.gov.au.
- (i) These Green Option Terms and Conditions form a separate contract between you and us and don’t limit, vary, or exclude the operation of any Contract between you and us for the sale of energy.

Solar Terms and Conditions ACT, NSW, QLD & SA

General

1. Your electricity plan will consist of two components:
 - a) a Contract under which we sell you electricity; and
 - b) this Solar Agreement, which is the “feed in” component of your offer, under which we purchase electricity from you. These components will be shown separately on your bill.
2. Your Solar Agreement is also governed by the terms set out in your Contract and Energy Offer Details, but these terms will prevail to the extent of any inconsistency.
3. To be eligible to enter into this Solar Agreement and receive payments or credits from us for the electricity you generate, the following requirements must be continued to be met:
 - a) you must be a Qualifying Customer;
 - b) we must receive confirmation from your distributor that an eligible generator has been connected to the distributor’s network at your premises;
 - c) you must have metering equipment at your premises that records the electricity generated from your eligible generator to the distribution network, which meets our or your distributor’s reasonable requirements, and any requirements under the Electricity Laws; and
 - d) any other requirements of the applicable Electricity Law from time to time.
4. You must immediately inform us if there are any changes to your situation that affect your eligibility (including changes to your eligible generator that impact your eligibility). We reserve the right to clawback any credits provided to you that you were not entitled to if you no longer meet the eligibility criteria.
5. This Solar Agreement commences on the date specified in the Energy Offer Details or, if the date is not set out, the date agreed between you and us.
6. Only one eligible generator per Qualifying Customer will be eligible for credits.

Feed-in Credits

7. If you have an eligible generator and meter installed at your premises: We agree to credit you the value of the Rebate per kilowatt hour for the total eligible amount of electricity you generate from your eligible generator and supply back into the distribution network. The value of the Rebate is stated along with any thresholds and limitations in your Energy Offer Details and may be amended with written notice to you on the same terms specified in your Contract.
8. The credits for the electricity you supply will appear on the bill that we send to you under your Contract. We will credit you for the electricity you supply back into the grid at the same frequency as we bill you for the electricity you purchase under the Contract.
9. In addition to the charges set out in the Energy Offer, we may charge you any additional retail charges and any distributor charges (on a pass-through basis) and these will be itemised on your account. Any adjustments for undercharging or overcharging in previous billing periods will be treated in accordance with the terms of your Contract.

10. The rate at which we purchase your electricity does not include GST, subject to clause 24.
11. Feed-in Credit amounts that exceed \$100 can be requested to be paid to you by electronic transfer no more than 4 times per calendar year provided;
 - a) The account credit must be based on an actual meter read by your meter data provider;
 - b) You must not currently be disputing a matter with us before an ombudsman;
 - c) You must not have overdue amounts on other Discover Energy accounts unless you have entered into an agreement with us for the overdue amounts; and
 - d) An administration fee of \$15.00 (GST incl) will apply to each additional request, or requests that do not meet the minimum threshold. The administration fee does not apply if the annual Feed-in Credit amount does not meet the minimum threshold and is paid in a single lump sum payment once per calendar year. Or where this agreement has come to an end.

Meter Readings

12. We will base any credits payable to you on a reading of your meter that records the supply of electricity from the eligible generator at your premises to the distribution network. We will use our best endeavours to ensure that the meter is read at least once in any 12-month period. We do not breach this clause if we are unable to read a meter in any relevant period because of you breaching clause 13 or some other event outside our control.
13. You must allow us, the Responsible Person, or our representative, safe, convenient, and unhindered access to the address and to the meter that records the supply of electricity from your eligible generator to the distribution network, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair. You must not tamper or otherwise interfere with your meter.
14. If we are not able to apply credit to your account based on the reading of the meter, we will not apply a credit unless the relevant distributor estimates the generation in accordance with the Electricity Laws.
15. If you request us to, we will review any credits applied to your account (and deal with any adjustments required) in accordance with the account review process set out in your Contract.
16. You are responsible for the cost of installing and maintaining metering equipment at your premises.

Interruptions

17. You are not entitled to any credit, payment, or other compensation from us for any period during which you are unable to supply electricity to the distribution network because the connection between your eligible generator and the distribution network is interrupted, limited or disconnected.
18. If an event occurs which is outside the reasonable control of us or you and you or we breach this Solar Agreement due to this event only, the breach will be dealt with in accordance with the force majeure procedures in your Contract.

Changes to this Solar Agreement

19. This Solar Agreement may be subject to change because of future amendments to the Electricity Law. Such amendments will be deemed to form part of this Solar Agreement.
20. We can amend this Solar Agreement by written notice to you, on the same terms specified in your Contract.

Termination

21. If the Contract is ended by either party in accordance with the terms of the Contract, this Solar Agreement automatically terminates at the same time.
22. In addition, this Solar Agreement will automatically end the earlier of:
 - a) our electricity supplier licence being suspended or ceasing to apply and us not otherwise authorised to supply electricity;
 - b) you ceasing to be the occupier of the premises where the eligible generator is installed;
 - c) you notify us in writing that you wish to terminate your Solar Agreement;
 - d) the generator installed at your premises ceasing to be an eligible generator;
 - e) you ceasing to meet the eligibility criteria under clause 3; or
 - f) the eligible generator no longer being connected to the distribution network.
23. We will stop providing you credits if your Solar Agreement is terminated in accordance with clauses 21 or 22. However, if there are any credits owing to you upon termination that you are entitled to, we will pay you the equivalent amount automatically within 60 days from your final bill to the nominated bank account assigned to your Discover Energy Account unless you have requested payment earlier.

GST and ABN

24. If you have an eligible generator and are a Qualifying Customer you must either:
 - a) inform us that you are registered for GST by quoting your ABN to us in respect of any electricity you supply back into the grid from an eligible generator. On receipt of this information, we agree to credit to you an additional amount (being the GST component of 10%) in addition to the rate at which we credit you for the electricity you supply back into the grid; or
 - b) warrant that your generation of electricity from the eligible generator is for private and domestic purposes and not related to any business enterprise carried on by you and for this reason you have not provided an ABN to us in respect of the electricity you supply back into the grid from an eligible generator. If we ask you to do so, you must complete a 'No ABN Withholding Declaration' (the form of which is available from us on request).

Miscellaneous

25. You bear all responsibility for your eligible generator (including its use, maintenance, connection to the distribution network and electricity generated from it) and we have no responsibility or liability.
26. We will process any request for historical data in relation to feed-in arrangements in accordance with the Electricity Law.
27. A notice in relation to this Solar Agreement will be given in the same manner as notices given under your Contract.

28. We will handle any complaint by you in accordance with your Contract.

Definitions and Interpretation

“Contract” means the agreement between you and us for supply of electricity under a Market Retail Contract or Standard Retail Contract.

“Electricity Law” means:

- a) the Electricity Supply Act 1995 (NSW); Electricity Supply (General) Regulation 2001 (NSW)
- b) the Electricity Act 1994 (Qld), the Electricity Regulations 2006 (Qld), the Queensland Electricity Industry Code
- c) means the Utilities Act 2000 (ACT), the Electricity Feed-in (Renewable Energy Premium) Act 2008 (ACT), the Consumer Protection Code
- d) the Electricity Act 1996 (SA), the Electricity (Feed-in Scheme - Solar Systems) Amendment Act 2008 (SA), the Electricity (Miscellaneous) Amendment Act 2011 (SA),

and any other applicable acts, rules, regulations, orders, guidelines, licences, codes, or conditions imposed relevant solar bonus scheme and/or the feed-in arrangement.

“Eligible Generator” means an energy generator that:

- a) is a solar photovoltaic generator that has a generating capacity that does not exceed the capacity limitations set in your energy offer details; and
- b) complies with and is installed and connected in a manner that complies with, any safety, technical or metering requirements that may be prescribed by the Electricity Law.

“Solar Agreement” means these terms and conditions upon which you supply electricity back into the distribution network or to be used by the Qualifying Customer.

“Energy Offer Details” means the schedule accompanying the terms and conditions of your Contract.

“GST” has the meaning given in the New Tax System (Goods & Services Tax) Act 1999 (Cth).

“Qualifying Customer” means a customer who enters a Contract with us and:

- a) purchases electricity from us;
- b) engages in the generation of electricity;
- c) is a “small retail customer” under the Electricity Supply Act 1995 (NSW), being a person who consumes or is expected to consume electricity at premises at a rate that is less than 160 MWh per year; and
- d) is the occupier of premises in:
 - (a) Australian Capital Territory;
 - (b) New South Wales;
 - (c) Queensland; or
 - (d) South Australiaat which an eligible generator is installed and connected to the distribution network.

“Rebate” means the payment per kilowatt hour as specified in the Energy Offer Details.

“Responsible Person” means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.

“we and “our” and “us” means Discover Energy

“you” and “your” means the customer specified on your confirmation letter or on the document titled ‘Energy Offer Details’.

Solar Terms and Conditions VIC

General

1. Your electricity plan will consist of two components:
 - a) a Contract under which we sell you electricity; and
 - b) this Solar Agreement, which is the “feed in” component of your offer, under which we purchase electricity from you. These components will be shown separately on your bill.
2. Your Solar Agreement is also governed by the terms set out in your Contract and Energy Offer Details, but these terms will prevail to the extent of any inconsistency.
3. To be eligible to enter into this Solar Agreement and receive payments or credits from us for the electricity you generate, the following requirements must be continued to be met:
 - a) You must be a Discover Energy customer whose premises are in Victoria;
 - b) Your network or retailer assigned tariff must be eligible for a feed-in tariff;
 - c) you must have metering equipment at your premises that records the electricity generated from your eligible generator to the distribution network, which meets our or your distributor’s reasonable requirements, and any requirements under the Electricity Laws; and
 - d) any other requirements of the applicable Electricity Law from time to time.
4. If we determine you are not eligible for the Feed-in Arrangement we will contact you to advise you of your available options.
5. This Solar Agreement commences on the date specified in the Energy Offer Details or, if the date is not set out, the date agreed between you and us.
6. Only one eligible generator per Qualifying Customer will be eligible for credits.

Standard Feed-in Tariff Eligibility

7. Subject to the terms of this Feed-in Agreement, to be eligible for the Feed-in Tariff you must be a Qualifying Customer who supplies electricity back into the grid from an eligible generator.
8. If you are a residential or small to medium business customer (your annual consumption is less than 100 megawatt hours), under your Contract and a Qualifying Customer, you are only entitled to receive credits for one eligible generating system.
9. You are not eligible for any other feed-in tariff schemes for the electricity generated from your eligible generating system.

Feed-in Credits

10. If you qualify for the Standard Feed-In Tariff, we will credit you for the electricity you supply back into the grid at a rate no less than equal to the rate(s) per kilowatt hour of generation determined by the Essential Services Commission for the relevant period.
11. If you enter an Energy Offer that includes a Retailer Feed-in this feed-in rate includes the Standard Feed-in rate. The rate for the Feed-in Tariff is the rate published by Discover Energy on its website, and is subject to change from time to time, subject to clause 24.

12. The credits for the electricity you supply will appear on the bill that we send to you under your Contract. We will credit you for the electricity you supply back into the grid at the same frequency as we bill you for the electricity you purchase under the Contract.
13. In addition to the charges set out in the Energy Offer, we may charge you any additional retail charges and any distributor charges (on a pass-through basis) and these will be itemised on your account. Any adjustments for undercharging or overcharging in previous billing periods will be treated in accordance with the terms of your Contract and the Energy Retail Code.
14. The rate at which we purchase your electricity does not include GST, subject to clause 31.
15. Feed-in Credit amounts that exceed \$100 can be requested to be paid to you by electronic transfer no more than 4 times per calendar year provided:
 - a) The account credit must be based on an actual meter read by your meter data provider;
 - b) You must not currently be disputing a matter with us before the ombudsman;
 - c) You must not have overdue amounts on other Discover Energy accounts unless you have entered into an agreement to settle the overdue amounts; and
 - d) An administration fee of \$15.00 (GST incl) will apply to each additional request, or requests that do not meet the minimum threshold. The administration fee does not apply if the annual Feed-in Credit amount does not meet the minimum threshold and is paid in a single lump sum payment once per calendar year, or where this agreement has ended.

Meter Readings

16. Unless we and you agree otherwise, we will base any credits payable to you on a reading of your compliant meter that records the supply of electricity from your Small Generating System to the distribution system, and in any event, we will use our best endeavours to ensure that the meter is read at least once in any 12-month period.
17. We do not breach clause 16 if we are unable to read a meter in any relevant period because of you breaching clause 18 or some other event outside our control.
18. You must allow us, the Responsible Person (or our representative) safe, and unhindered access to the address and to the meter that records the supply of electricity from you to the distribution system, for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance, and repair.
19. The person who requires access must carry or wear official identification and on request will show that identification to you.
20. If we are not able to credit your account based on the reading of the meter, we will not apply a feed-in credit unless the relevant distributor estimates the generation in accordance with applicable regulatory rules.
21. If you request us to, we will review any credits applied to your account as required by the Energy Retail Code.
22. If we over-credit or under-credit you for the electricity supplied by you back into the grid, we will rectify this error as required by the Energy Retail Code.

Force Majeure

23. 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, prompt notice must include:
 - i. details of the event;
 - ii. the likely duration of the event;
 - iii. what obligations are going to be impacted by the event; and
 - iv. what steps are being taken to minimise the event.

Changes to this Solar Agreement

24. This Solar Agreement may be subject to change because of future amendments to the Electricity Law, or to make variations that are reasonably necessary to achieve business efficiency or to protect our legitimate business interests. If we amend the Solar Feed-in Agreement, we will give you notice of the changes in accordance with any applicable Energy Law requirements, following which the amended terms set out in the notice will form part of this this Feed-in Agreement. You consent to us amending this Feed-in Agreement by notice and you agree to comply with this Feed-in Agreement as amended by that notice.
25. If a Feed-in Tariff Change is to take effect, we will provide you with a feed-in tariff alert at least 5 business days in advance or within such other period specified under the Energy Retail Code.
26. If you are receiving a Feed-in Tariff you must advise us at least 14 business days in advance of any changes to your Generating System that increases capacity.

Termination

27. If the Contract is ended by either party in accordance with the terms of the Contract, this Solar Agreement is automatically terminated. Otherwise, we may not terminate the Solar Feed-in Agreement unless:
- a) you and we enter into a new Feed-in Agreement
 - b) if you have transferred to another retailer in respect of your premises or
 - c) we are no longer required to provide the Feed-in Tariff.
 - d) Your eligible generating system ceases to be eligible for this Feed-in Agreement.
28. If there are any credits owing to you when the Solar Feed-in Agreement ends, Discover Energy will pay you the equivalent amount.
29. You may terminate the Solar Feed-in Agreement without notice. If it is a fixed-term Contract or an evergreen Contract, we may impose the early termination charge specified in your Energy Plan Details if we are permitted to do so under the Energy Retail Code.
30. The termination does not become effective until:

- a) if you and we enter into a new Feed-in Agreement, the date the new agreement commences (which will be after the expiration of the 10-business day cooling-off period);
 - b) if the Solar Feed-in Agreement is terminated because you want to enter a Feed-in Agreement or electricity supply agreement with another retailer, the date when the other retailer becomes responsible under that agreement/for your premises; or
 - c) if your premises is disconnected, the date when you no longer have a right under the Energy Retail Code to be reconnected; whichever occurs first.
31. If the Solar Feed-in Agreement or the Contract is a fixed-term contract:
- a) between one and two months before the expiry date, we will notify you of the date that the Solar Feed-in Agreement is due to expire, the options available to you and the tariff and terms and conditions that will apply after that date if you do not exercise any other option; and
 - b) the Solar Feed-in Agreement will continue after the expiry date on the tariff and terms and conditions notified, without further need for written agreement, provided the tariff and terms and conditions have taken effect in accordance with section 40H of the Electricity Industry Act 2000.

GST and ABN

32. If you have an Eligible Generator and are a Qualifying Customer, you must either:
- a) inform us that you are registered for GST by quoting your ABN to us in respect of any electricity you supply back into the grid from an Eligible Generator. On receipt of this information, we agree to credit to you an additional amount (being the GST component of 10%) in addition to the rate at which we credit you for the electricity you supply back into the grid; or
 - b) warrant that your generation of electricity from the Eligible Generator is for private and domestic purposes and not related to any business enterprise carried on by you and for this reason you have not provided an ABN to us in respect of the electricity you supply back into the grid from an Eligible Generator. If we ask you to do so, you must complete a 'No ABN Withholding Declaration' (the form of which is available from us on request).

Miscellaneous

- 33. If you would like information about our tariffs for the purchase of electricity, please call 1300 946 898. If requested, we will provide you with written information within 10 business days of your request.
- 34. We will retain crediting data for at least two years regardless of whether you remain our customer.
- 35. We will process any request for historical data in relation to feed-in arrangements in accordance with the Energy Retail Code.
- 36. The terms and conditions in this document do not limit, vary, or exclude the operation of any terms and conditions of the contract.
- 37. We will handle any complaint by you in accordance with the relevant Australian Standard on complaints handling or the 'Benchmark for Industry Based Customer Dispute

Resolution Schemes' published by the Department of Industry, Tourism and Resources (Cth). If you make a complaint we must:

- a) handle your complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website. We'll provide a copy of our standard complaints and dispute resolution procedures to you on request; and
 - b) respond to your complaint within the required time frames set out in our standard complaints and dispute resolution procedures and inform you:
 - i. of the outcome of your complaint and the reasons for our decision; and
 - ii. that if you're not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman.
38. A notice, consent, document, or other communication given by us under a feed-in Contract will be given in a manner specified by the Energy Retail Code.
39. We may only assign the Solar Feed-in Agreement with your consent unless the assignment forms part of the transfer to the same third party of all or substantially all our retail business.

Definitions and Interpretation

"Contract" means the agreement between you and Discover Energy for supply of electricity under a Customer Retail Contract.

"Electricity Distribution Code" means the Electricity Distribution Code published by the Essential Services Commission of Victoria.

"Solar Feed-in Agreement" means these terms and conditions and any other terms and conditions in your Energy Offer Details relevant to the electricity you supply back into the grid.

"Energy Offer Details" means the schedule accompanying the terms and conditions of your Contract.

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

"Feed-In Tariff" means the tariff paid to a FiT Qualifying Customer.

"Feed-in Tariff Change" means a change to the rate we pay you for electricity from a Small Generating System, including a rate determined by the Essential Services Commission under section 40FBB(1) of the Electricity Industry Act 2000.

"GST" has the meaning given in the New Tax System (Goods & Services Tax) Act 1999.

"Qualifying Customer" means a person who:

- a. purchases electricity from us;
- b. engages in the generation of electricity; and
- c. is a small customer

"Responsible Person" means the person who has responsibility for meter reading for a particular connection point, being either the retailer or the relevant distributor.

“Small Generating System” has the meaning given in the Electricity Industry Act 2000 (Small Energy Generation Facility).

“We” and “Our” and “Us” means Discover Energy.

“You” and “Your” means the customer specified on your welcome letter

Terms defined in the Energy Retail Code and the Electricity Industry Act 2000 have the same meaning in this document.

Privacy Policy

Our Privacy Policy explains how we collect and manage your personal information. This policy is regulated by the Privacy Laws.

What personal information do we collect?

We may collect personal information about you including your name, address, date of birth, phone number, email, occupation, and other information you provide. We may also collect personal information to enable us to verify your identification, including information from your driver's licence, passport, and health care and concession cards.

Generally, we do not collect sensitive information about you, such as details of your race, political beliefs, religion, or health. However, you may wish to provide us with health information, for example if you have special energy requirements or may be entitled to health-related rebates. We will obtain your consent before collecting, using, or disclosing your sensitive information, unless required by law to do otherwise.

We may also collect non-personal information about you including data relating to your activities on our website (which includes desktop, mobile, tablet and apps) via tracking technologies such as cookies, web beacons and measurement software, or data relating to your energy usage and purchase history.

You acknowledge that the personal information you provide to us is your own information, or information for which you have been authorised to provide to us.

How do we collect your personal information?

We may collect personal information about you from a range of sources including:

- directly contacting us or our service providers for any reason including inquiring about or purchasing our products and services, requesting further information, seeking assistance, or reporting a problem with your account or our website;
- entering a contract with us for the provision of our products and services;
- using our products and services, and any credit provided by us in connection with those services (see our Credit Reporting Policy for further detail);
- registering to use our website through an online account and logging in to use that account;
- subscribing to receive alerts and newsletters, participating in our promotions and competitions, and filling in forms and applications; and
- applying for an employment opportunity with us directly or through a nominated referee.

We may also collect your personal information through our related bodies corporate, our service providers and third parties (such as our data providers, other market participants or a market operator) so that we may provide you with better or more relevant products and services.

If you apply to us for credit, we may also obtain personal information about you from Credit Reporting Bodies ("CRBs"), other credit providers, existing or previous suppliers of products and services, your bank, and certain other businesses to assess your application (see our Credit Reporting Policy for further detail).

We may record your telephone calls with us, including for training, service quality, verification, and compliance purposes.

How do we use your personal information?

We use your personal information for:

- providing you with the products and services you have requested from us;
- responding to your inquiries and requests for assistance;
- creating and maintaining your account, and ensuring you comply and adhere to our website Terms of Use;
- verifying your identity when you register for our website or products and services, log into our website, or contact us in relation to your account;
- providing you with personalised products and services, and content that you view and engage with on our website or the websites of our service providers and business partners;
- notifying you about changes to our products and services;
- combining your personal information with information that our related bodies corporate has collected from their service providers, third parties, cookies, or web beacons in order to provide you with a better, more relevant and personalised experience and to improve the quality of its services;
- ensuring the content from our website is compatible, and presented in the most effective manner, with your computer;
- obtaining your feedback about our products, services or websites;
- complying with our legal and contractual obligations;
- assessing your application for credit in connection with our products and services (see our Credit Reporting Policy below for further detail); and
- disclosing your information to debt collection agencies to recover any amounts you owe us.

If all or part of this information is not provided, we may not be able to provide these services.

How do we disclose your personal information?

We may disclose personal information to:

- our related bodies corporate;
- our service providers so that they can provide on our behalf, or assist us in providing, our products and services, or provide you with products or services that you have requested directly from them;
- third parties where you have requested information, services, or products from them;
- if you apply to us for credit, to CRBs, other credit providers, existing or previous suppliers of goods or services, your bank, and certain other businesses (see our Credit Reporting Policy for further detail);
- relevant public, government or regulatory authorities, our legal representatives, or other concerned parties in circumstances where we reasonably believe that disclosing your personal information is necessary to help identify, contact or bring legal action against anyone damaging, injuring, or interfering with our rights or property, users or anyone else who could be harmed by such activities; and where we are otherwise authorised or required by law to do so.

If you request information from any organisation through our website, you will need to check their privacy policy to find out how they manage your personal information. We are not responsible for the way these organisations collect, use, disclose or manage personal information you provide to them through our website.

Do we use and disclose your personal information for marketing purposes?

We may use your personal information to provide you with information about offers, promotions, products, or services, which we believe may be of interest to you. We may also share your information with our related bodies corporate, service providers and other third parties so that they can provide you with products or services on our behalf or to help us provide you with the requested products or services.

If we contact you for marketing purposes, we will give you the opportunity to request that your information not be used for further direct marketing by us in the future.

Do we disclose and store your personal information outside Australia?

We may store your personal information on servers located in Australia, as well as disclose and store your personal information to our outsourced data processors, with data centres in Australia, Asia, Europe, and Africa. When we disclose your information to our service providers located overseas, we take reasonable steps to ensure your personal information is treated in accordance with the standards that apply in Australia. When you provide us with your personal information, you consent to us storing your personal information outside of Australia for these purposes.

How do we safeguard your personal information?

We strive to ensure the security, integrity, and privacy of personal information we collect. We take reasonable steps to ensure the security of personal information held by us to protect your information from unauthorised access, use, modification, destruction, or disclosure. Access to personal information is restricted to authorised employees, contractors, agents, and service providers, who are obliged to respect the confidentiality of any personal information held by us. We periodically review and update our security measures considering current technologies.

Use of cookies

We may use 'cookie' technology on our website. A 'cookie' is a small message given to your web browser by our web server. The browser stores the message in a text file, and the message is then sent back to the server each time the browser requests a page from the server. A cookie does not give us any personal information about you.

We use cookies to measure usage sessions accurately, and to gain a clear picture of which areas of the sites attract traffic. We also use cookies to improve the functionality of our website.

Do Not call register

If you'd prefer not to receive any unsolicited phone calls, register your details with the Australian Communications and Media Authority. Of course, companies who have your consent to call you (which may include us), and some exempt organisations may still get in touch with you over the phone from time to time.

If you'd prefer not to hear from us about marketing, special offers or promotions, you can call us on 1300 946 898 and we will add you to our Do Not Contact List. It is available to both our new and existing customers.

How can you access or correct your personal information and credit reporting information, or make a privacy complaint?

You have rights to ask for access to, or for correction of, personal information that we hold about you. You may obtain information by contacting our Customer Care team by:

Phone: 1300 946 898

Email: customerservice@discoverenergy.com.au

Or by writing to

The Privacy Officer

Discover Energy

PO Box 665

North Sydney NSW 2059

If you are unhappy with the resolution of the Privacy complaint you can refer the matter to:

Office of the Australian Information Commissioner

Address: GPO Box 5218

Sydney NSW 2001

Telephone: 1300 363 992

Email: enquiries@oaic.gov.au

Website: www.oaic.gov.au

Credit Reporting Policy – Summary

Our Credit Reporting Policy sets out details specifically relating to our handling of personal information obtained from credit reporting bodies and certain other consumer credit-related personal information (“credit information”). It applies to non-business customers who receive or apply for products or services on credit, and to any guarantor of a customer’s credit with us. It includes details regarding the exchange of credit information with credit reporting bodies, other credit providers, guarantors, debt collectors, debt buyers and other parties, including information about payment defaults and serious credit infringements (fraud, etc.). See the Policy for further details about which credit reporting bodies we use and how to contact them to exercise your rights including rights to access, correct and place certain limitations on the handling of your credit information. The Policy is accessible via discoverenergy.com.au/privacy or on request.

Dispute Resolution Policy

How our Complaint Handling and Dispute Resolution Procedure works If you have a complaint about any aspect of Discover Energy’s service or products, please call us or write to us so that we can resolve your concerns. Our aim is to do this as quickly as we can. On some occasions we’ll be able to do this at the time you call. However, more complex problems may need to be investigated further before we can get back to you. Most complaints can be resolved within a few days, if we require more time, we will contact you to advise you of this. During this time, if we need further information from you, we’ll contact you and you can always call us for an update on how we’re going with the resolution. For more information about your rights in relation to estimated bills (including Self Service Meter Reads), privacy and hardship, visit discoverenergy.com.au

How to raise your concerns

By phone, please call us on to discuss any concern you have about Discover Energy’s service or products. 1300 946 898 (9:00am - 5:30pm EST Monday to Friday)

By letter If you prefer, write to us at the following address with the details of your complaint and we will aim to provide an initial response within two business days of receiving your letter.

ATT: Discover Energy Customer Care
Discover Energy
Customer Services
PO Box 665
North Sydney NSW 2059

Taking your concern to a higher level If you’re not happy at any stage with the way we are investigating your concern, you may have your complaint handled at a higher level by the relevant manager. You may request this at any time by calling or writing to us.

Taking your concern to the Ombudsman

We are a member of the relevant Ombudsman Scheme in the States in which we sell electricity. After attempting to resolve your complaint with us, if you’re not satisfied with our efforts, you may contact the relevant State Ombudsman to review your complaint and our attempted resolution. A complaint is an expression of dissatisfaction made to us whereby a resolution or response is expected (either explicitly or implicitly). It may be related to our products, services, policies, procedures, or the complaints-handling process. You will find that most matters can be resolved

through Discover Energy's internal complaint process. We ask that you first provide us with the opportunity to exhaust all avenues in resolving your complaint. However, if you're still not satisfied with the handling of your complaint, you may wish to seek further assistance from the Ombudsman. You can also contact the Ombudsman at any time for free independent advice and information.

How to get in touch with your Ombudsman

NSW Energy and Water Ombudsman NSW

Phone: 1800 246 545

Email: complaints@ewon.com.au

Web: www.ewon.com.au

Queensland Energy and Water Ombudsman Queensland

Phone: 1800 662 837

Email: complaints@ewoq.com.au or info@ewoq.com.au

Web: www.ewoq.com.au

South Australia Energy Industry Ombudsman SA

Phone: 1800 665 565

Email: contact@ewosa.com.au

Web: www.ewosa.com.au

Australian Capital Territory CAT

The ACT Civil and Administrative Tribunal

Phone: 02 6276 3773

Web: www.ombudsman.act.gov.au/home

Energy and Water Ombudsman Victoria

Phone: 1800 500 509

Email: ewovinfo@ewov.com.au

Web: www.ewov.com.au

Cancellation Notice

Customer Details:

Customer Name

Customer Address

Account Number

I WISH TO CANCEL THIS AGREEMENT

Signature

Date

Note: You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.

Supplier Name Discover Energy - Customer Services: PO Box 665 North Sydney NSW 2059
service@discoverenergy.com.au

Details of goods or services supplied under the agreement Energy supply Electricity and or Gas
Cost of goods or services

Date of agreement:

Transaction number (if any)

Section 82 – Australian Consumer Law Cancellation notice Unsolicited consumer agreement

Right to cancel this agreement within 10 business day Cooling-off Period

You have the right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

Extended right to cancel this agreement

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing.

Refer to the information overleaf You may have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and send it to the supplier.

Alternatively, write a letter or send an email to the supplier.

To cancel within 10 business days, sign, complete and send back the following form.

The Australian Consumer Law relating to unsolicited contracts applies to this agreement if you entered it:

- over the telephone, as the result of an uninvited telephone call made by us to you; or
- in person, during an uninvited visit by us to you at the place where the agreement was made.

If the Australian Consumer Law applies to this agreement, your rights to cancel this agreement are set out below.

You have the right to cancel this agreement during the greater period of:

10 business days from and including the day after you signed or received a copy of the agreement; OR

3 months from and including the day after you signed or received a copy of the agreement, if we: negotiated your agreement without proper consent from you: before 9am or after 6pm (or 5pm on a Saturday); or

- at any time on a Sunday or public holiday; or

called on you in person and:

- before commencing negotiations, failed to advise you that:

our purpose was to seek your agreement to an energy sale and supply agreement, and we are obliged to leave the premises on request; and

- did not provide you with information relating to our identity; or

failed to leave the premises at the request of the occupier, or the person with whom we were conducting negotiations; or

if you made the request for us to leave the premises, we contacted you within 30 days; OR

6 months from and including the day after you signed or received a copy of the agreement, if: you entered into this agreement we failed to notify you of your rights to cancel this agreement during the termination period, and:

- if we called on you in person, we failed to give you this information in writing; or
- if you entered into this agreement over the telephone, we failed to subsequently give you this information in writing; or

unless you are moving into a new premises, we supply you with electricity within 10 business days from and including the day after you signed or received a copy of the agreement; or

we fail to provide you with a copy of the agreement:

- if you entered into the agreement in person, at that time; or

- if you entered into the agreement over the telephone, within 5 business days; or
- we fail to ensure the agreement you are provided is clearly printed and transparent and includes:
- all terms (total amounts payable, how payment will be calculated, delivery cost); and
 - a notice that “conspicuously and prominently” informs you of your right to terminate (section 79(b)(i)); and
 - our name, ABN or ACN, address, email address and fax number “conspicuously and prominently”; and
 - where the agreement is not made by telephone, both your and our agent’s signature, and our agent’s name, address and email address.

You may also terminate the agreement within such other period as the agreement provides.

If you would like to exercise your right to cancel this agreement within the Cooling-off Period applicable to you, please contact us by telephone or complete and return the cancellation notice.

PLEASE NOTE:

Under the Australian Consumer Law, unless you have accepted your agreement in relation to a new connection at your Premises, or where your Premises are currently disconnected and we are arranging reconnection for you, we are prohibited from supplying you with electricity and/or gas under the agreement for 10 business days from and including the day after you signed or received a copy of the agreement.

For more information on being energy efficient, just call us on 1300 946 898 (Monday to Friday 9:00am - 5:30pm EST) or visit discoverenergy.com.au

For language assistance please call 1300 307 245

Need an Interpreter?

For Interpreter Services in other languages please contact 131450

若你需要口譯員，請致電 131 450 聯絡翻譯和口譯服務署 (TIS National), 要求他們致電 1300 663 568 聯絡 Discover Energy。我們的工作時間是 Mon-Fri 9:00am-5:30pm。

Αν χρειάζεστε διερμηνέα, παρακαλείστε να τηλεφωνήσετε στην Υπηρεσία Μετάφρασης και Διερμηνείας (Εθνική Υπηρεσία TIS) στο 131 450 και ζητήστε να τηλεφωνήσουν Discover Energy στο 1300 663 568. Οι ώρες λειτουργίας μας είναι Mon-Fri 9:00am to 5:30pm.

Si necesita intérprete, llame al Servicio de Traducción e Interpretación - Translating and Interpreting Service (TIS National) al 131 450 y pídale que llamen a Discover Energy al 1300 663 568. Nuestro horario de atención es Mon-Fri 9:00am to 5:30pm.

Nếu cần thông ngôn viên, xin quý vị gọi cho Dịch Vụ Thông Phiên Dịch (TIS Toàn Quốc) qua số 131 450 và nhờ họ gọi cho Discover Energy qua số 1300 946 898. Giờ làm việc của chúng tôi là Mon-Fri 9:00am to 5:30pm.

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Discover Energy şŬĶ ũşēũ× 131450 Ĝ¹śŹ ¹ŮŬŬĶ Ĥŵ Mon-Fri, 9:00am to 5:30pm