

Discover Energy

Market Retail Terms and Conditions

Version 4.0.6

Contents

1.	THE PARTIES.....	2
2.	SCOPE OF THE AGREEMENT.....	2
3.	COMMENCEMENT OF THIS AGREEMENT AND SUPPLY	2
4.	ENDING THIS AGREEMENT	4
5.	TARIFFS, FEES AND CHARGES.....	6
6.	ABOUT YOUR BILL.....	9
7.	PAYING YOUR BILL.....	10
8.	REVIEWING YOUR BILL.....	11
9.	UNDERCHARGING.....	12
10.	OVERCHARGING.....	12
11.	DISCONNECTION OF SUPPLY	13
12.	RECONNECTION AFTER DISCONNECTION.....	15
13.	ABOUT YOUR METER.....	15
14.	YOUR GENERAL OBLIGATIONS.....	17
15.	LIABILITY AND INDEMNITY	18
16.	FORCE MAJEURE	19
17.	CREDITWORTHINESS	20
18.	COMPLAINTS AND EMERGENCIES.....	21
19.	SECURITY DEPOSITS	21
20.	PRIVACY.....	22
21.	NOTICES AND COMMUNICATIONS.....	22
22.	GENERAL	23
23.	COMMISSIONS	24
24.	DEFINITIONS	24
	Cancellation Notice – Retail Market Contract.....	27

1. THE PARTIES

- 1) This agreement is between Discover Energy Pty Ltd (ABN 20 619 204 750) (“Discover Energy”, “we”, “us” or “our”) and you, the customer identified in the Agreement Details (“you” or “your”), for the sale and supply of electricity to your Supply Address.
- 2) This agreement consists of:
 - the Agreement Details;
 - these terms and conditions; and
 - any additional documents incorporated by law or expressly referred to in this agreement,

and any ambiguity or discrepancy between the documents listed above will be resolved and interpreted according to the same order of preference as listed above, with the documents higher in the list having higher priority.

2. SCOPE OF THE AGREEMENT

- 1) We agree to:
 - a. sell and supply electricity to your Supply Address in accordance with this agreement;
 - b. comply with our obligations under applicable laws; and
 - c. perform our responsibilities as your electricity retailer.
- 2) You agree to:
 - a. purchase electricity from us for your Supply Address;
 - b. comply with your obligations under this agreement; and
 - c. comply with applicable laws.
- 3) This agreement does not cover the physical connection of your Supply Address to the electricity distribution network or the maintenance and operation of that network. These services are provided by your Distributor under separate arrangements.

3. COMMENCEMENT OF THIS AGREEMENT AND SUPPLY

3.1. When this Agreement Starts

- 1) This agreement commences:
 - a. if you are a new customer, on the date you accept our offer to supply electricity to your Supply Address; or,
 - b. if you are an existing customer moving to a new Energy Plan or agreement with us, on the date you agree to the updated arrangement.
- 2) If your Supply Address is currently supplied by another electricity retailer, by entering into this agreement you authorise the transfer of responsibility for the electricity supply at your Supply Address to Discover Energy. Your existing retailer will continue supplying electricity until the transfer to us is completed in accordance with Applicable Laws.

3.2. When Electricity Supply Starts

We will supply electricity to your Supply Address under this agreement once:

- 1) we have received the required information from you, including but not limited to:
 - a. acceptable identification from you, which may include details of any concession benefits you are entitled to;

- b. your contact details for billing purposes, and, if you rent the Supply Address, the contact details for your landlord or the landlord's agent;
 - c. details of the Supply Address; and
 - d. if requested in accordance with clause 17, your credit history information;
- 2) you have appropriate metering equipment compliant with Applicable Laws installed at your Supply Address which includes but is not limited to having a Smart Meter installed; and
 - 3) if we are not already the retailer responsible for the Supply Address, the National Metering Identifier (NMI) for your Supply Address has been transferred to us and we become financially responsible for the electricity supplied to the Supply Address.

3.3. Cooling-Off Rights

- 1) You may cancel this agreement within 10 Business Days on the day that you receive the last of all the information we are required to provide under the Applicable Laws ("Cooling-Off Period"). This includes but is not limited to:
 - a. all applicable prices, Charges and benefits, early termination payments and penalties, Security Deposits, service levels, concessions or rebates, billing and payment arrangements and how any of these matters may be changed;
 - b. the commencement date and duration of the agreement, the availability of extension, and termination;
 - c. how electric transactions work (where applicable);
 - d. your ability to withdraw during the Cooling Off Period including how to exercise those rights; and
 - e. your right to complain to us or the relevant energy ombudsman, in respect of any energy marketing activity conducted on our behalf.
- 2) Your right to cancel during the Cooling-Off Period applies even if you have already accepted this agreement.
- 3) To cancel the agreement, you must notify us either verbally or in writing before the Cooling-Off Period expires. You may use any cancellation form or notice provided to you (per the pro forma template in Annexure A), although you are not required to use a particular format.
- 4) If you validly cancel this agreement during the Cooling-Off Period:
 - a. the agreement will end immediately upon us receiving your cancellation notice; and
 - b. no exit fee or cancellation charge will apply.

3.4. Information and Assumptions Relating to Your Energy Plan

- 1) When preparing your Energy Plan, we may rely on information and assumptions relating to your Supply Address and electricity usage, including:
 - a. the type of Meter installed;
 - b. estimated electricity consumption;
 - c. tariff information;
 - d. network charges; and
 - e. information provided by your Distributor, Metering Provider or previous retailer.
- 2) If we later determine that information used to prepare the offer was inaccurate, incomplete or materially different from the actual circumstances at your Supply Address, we may provide you with:

- a. updated information;
 - b. revised pricing or Tariff details; and
 - c. a revised offer or Agreement Details.
- 3) Where we issue a revised offer due to materially incorrect assumptions, a new Cooling-Off Period will apply from the date you receive the revised offer documentation.

4. ENDING THIS AGREEMENT

4.1. Ending this Agreement or Vacating the Supply Address

- 1) If you intend to move out of, sell or otherwise vacate your Supply Address, you should notify us as soon as practicable and provide a forwarding address for final billing purposes.
- 2) Subject to clause 4.8, if you notify us that you wish to end this agreement or vacate the Supply Address, the agreement will generally end 10 Business Days after we receive your notice unless:
 - a. another end date is agreed between you and us; or
 - b. the agreement ends earlier under another clause of this agreement.
- 3) If another Customer enters into a new retail agreement for the same Supply Address, this agreement will end on the date the new customer's agreement commences.
- 4) If you cancel this agreement during the Cooling-Off Period under clause 3.3, the agreement will end on the date we receive your cancellation notice.

4.2. Transfer to Another Retailer

If you enter into a retail agreement with another electricity retailer for the same Supply Address, this agreement will end when the new retailer becomes financially responsible for the Supply Address.

4.3. Expiry of a Fixed Term

- 1) If your Energy Plan has a fixed term, the agreement will end on the expiry date specified in your Agreement Details unless:
 - a. you enter into a new agreement with us;
 - b. you transfer to another retailer; or
 - c. the agreement otherwise ends earlier under this agreement.
- 2) We will provide notice of the upcoming expiry:
 - a. no earlier than 40 Business Days before the expiry date; and
 - b. no later than 20 Business Days before the expiry date,
 - c. or within any other timeframe required under applicable laws.
- 3) The expiry notice may include:
 - a. details of a replacement Energy Plan or agreement; or
 - b. information regarding the standing offer or other applicable ongoing arrangement that may apply after expiry.

4.4. Reclassification of your status

- 1) If:
 - a. you cease to qualify as a Small Customer; or
 - b. your Distributor or another authorised party reclassifies your Supply Address,

we will notify you that this agreement will end on a specified date.

- 2) If you do not enter into another agreement with us or another retailer before that date, we may continue supplying electricity to you under another applicable pricing arrangement or contract permitted by applicable laws.

4.5. Unsupported Metering Configuration

If we are unable to continue supplying electricity to your Supply Address because the metering configuration or technology at the premises is not supported by our systems or retail arrangements, we may end this agreement by providing written notice to you.

4.6. Disconnection

If your Supply Address is disconnected in accordance with this agreement and you do not take the steps required for reconnection under Applicable Laws, this agreement will end 10 Business Days after the date of disconnection.

4.7. Insolvency, Change in Control and Retailer of Last Resort

- 1) Subject to Applicable Laws, and where reasonably necessary to protect our legitimate business interests we may end this agreement:
 - where there is a material change in ownership or control relating to your account or business;
 - if you become bankrupt or insolvent; or
 - where a Retailer of Last Resort event occurs and responsibility for your Supply Address transfers to another retailer under Applicable Laws.
- 2) Where practicable, you should notify us as soon as reasonably possible if:
 - you become bankrupt or insolvent; or
 - a material change in ownership or control occurs affecting your account.
- 3) If your account is held jointly by more than one person, each account holder remains jointly and severally liable for amounts owing under this agreement notwithstanding the insolvency or bankruptcy of another account holder.
- 4) If we are unable to supply electricity to you as a result of a ROLR Event occurring in relation to us, we are required under the Applicable Laws to provide relevant information (including your name, billing address and NMI) to the entity appointed as the relevant designated retailer for the ROLR Event.

4.8. Access for Final Meter Reading

- 1) If a final Meter reading is required and safe, reasonable and unobstructed access to the Meter is not available, this agreement may continue until:
 - access is provided;
 - a final Meter reading is obtained or otherwise determined; and
 - a Final Bill is issued.
- 2) You remain responsible for Charges incurred up to the completion of the final Meter reading or other lawful determination of final consumption.

4.9. Final Bills and Surviving Obligations

- 1) After this agreement ends, we will issue a Final Bill for:
 - a. any outstanding Charges;
 - b. final Electricity usage;
 - c. applicable fees; and
 - d. any other amounts payable under this agreement.
- 2) The ending of this agreement does not affect:

- a. rights or liabilities accrued before termination; or
- b. obligations intended to continue after the agreement ends, including payment obligations.

5. TARIFFS, FEES AND CHARGES

5.1. Applicable Charges

- 1) You must pay the Charges applicable to your Energy Plan for electricity supplied to your Supply Address and for any additional services provided by us or on our behalf.
- 2) Your applicable Charges are set out in the Agreement Details and may include:
 - a. usage Charges — Charges based on the amount of electricity consumed at your Supply Address, typically calculated per kilowatt hour (kWh);
 - b. daily supply Charges — Charges relating to the ongoing supply of Electricity to your Supply Address;
 - c. metering Charges — Charges relating to metering services, including:
 - Meter installation;
 - Meter upgrades or replacements;
 - special Meter reads;
 - reconnection or de-energisation services;
 - manual Meter reading services; and
 - other metering-related services provided by your Distributor or Metering Provider;
 - d. demand Charges — Charges based on peak or maximum electricity demand during a billing period, where applicable; and
 - e. optional or elective Charges — Charges relating to additional products or services selected by you, including renewable energy programs where available.
- 3) You must also pay:
 - a. any additional fees or Charges that we are permitted to recover under Applicable Laws, including Charges imposed on us by your Distributor or Metering Provider; and
 - b. any third-party Charges relating to the supply of electricity or related services to your Supply Address that we incur on your behalf.

5.2. Changes to Tariffs and Charges

- 1) If you are not on a Fixed Pricing Period and subject to clause **Error! Reference source not found..1**), we may vary:
 - a. tariffs;
 - b. fees;
 - c. Charges;
 - d. Energy Payments (which includes any Feed-in Tariffs); or
 - e. pricing structures

where permitted by Applicable Laws and provided:

- f. any increase to tariffs, fees, Charges or pricing structures, or any decrease to Energy Payments only occurs once per year on a single date in July; and

- g. any decrease to tariffs, fees, Charges or pricing structures, or any increase to Energy Payments in accordance with this agreement and the Applicable Laws.
- 2) Changes may occur for reasons including:
 - a. changes in market conditions or wholesale electricity costs;
 - b. changes in network, distribution or metering charges;
 - c. changes resulting from regulatory or legislative requirements;
 - d. changes to your Meter type, Tariff classification or electricity usage profile;
 - e. changes initiated by your Distributor affecting the underlying network tariff structure; or
 - f. where Charges were originally based on incorrect assumptions or information relating to your Supply Address or electricity usage.
 - 3) Nothing in this clause limits:
 - a. your right to end this agreement in accordance with this agreement and Applicable Laws; or
 - b. our obligation to reduce tariffs, fees, Charges, Energy Payments and pricing structures where required under Applicable Laws.

5.3. Fixed Pricing Arrangements

- 1) Subject to clause **Error! Reference source not found..1)**, if your Agreement Details includes fixed tariffs, Energy Payments or Charges for a specified period (“Fixed Pricing Period”), we will not:
 - a. increase those fixed tariffs or Charges during that period; or
 - b. decrease those fixed Energy Payments,
 more than once every 12 months, starting from the date that the Fixed Pricing Period commences.

5.4. Exceptions and notice requirements

- 1) The restrictions in clauses 5.2 and 5.3, do not apply:
 - a. in respect of an increase to tariffs or Charges or decrease in an Energy Payments that is a direct result of a tariff reassignment by the Distributor under the Applicable Laws; or
 - b. with respect to tariffs, Charges or Energy Payments that continually varies in relation to the prevailing spot price of energy.
- 2) For the avoidance of doubt, clause **Error! Reference source not found..1)** does not apply with respect to any tariffs and Charges that do not so vary that form part of this agreement.
- 3) Where we make any tariffs, Charges, fees, energy payments or pricing structures under this agreement, we will give you advance written notice in accordance with the Applicable Laws and in any event no less than:
 - a. where you are not on a Fixed Pricing Period; 5 Business Days before the variation takes effect; and
 - b. where you are on a Fixed Pricing Period; 20 Business Days before the variation takes effect.
- 4) Despite clause 5.43), we may give you a notice of variation as soon as practicable and no less than your next bill where the variation is a direct result of a tariff reassignment by the Distributor under clause 6B.A3.2. of the *National Electricity Rules*.

- 5) We are not required to give you notice of a variation where the variation:
 - a. is the direct result of a benefit change and we have provided you with notice under clause 5.5;
 - b. is with respect to a tariff, Charge or Energy Payment that continually varies in relation to the prevailing spot price of energy;
 - c. is a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or
 - d. is a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.
- 6) Where a tariff structure changes at your request or due to a change in your Meter configuration or electricity usage profile, we will notify you of the revised tariff structure no later than your next bill.

5.5. Changes to Benefits or Promotional Features

- 1) Your Energy Plan may include discounts, promotional offers, credits or other benefits provided for a specified period.
- 2) We will provide prior written notice of a change to a benefit no earlier than 40 Business Days and no later than 20 Business Days before the benefit change date. After the benefit change date, we will not charge you an electricity rate higher than our standing prices for your relevant Small Customer class.
- 3) If a benefit applies only for a specified period, we will notify you before the benefit period ends unless:
 - a. we continue the benefit; or
 - b. another arrangement permitted under Applicable Laws applies.

5.6. GST

- 1) Unless otherwise stated, tariffs, fees and Charges under this agreement may be stated either inclusive or exclusive of GST, depending on Applicable Laws and the State or Territory where the Supply Address is located.
- 2) Where GST applies to a taxable supply made under this agreement and an amount is stated exclusive of GST, the amount payable will be increased by the applicable GST amount.
- 3) GST payable under this agreement must be paid at the same time as the relevant Charges are due.

5.7. Feed-in Tariffs

- 1) If you have an eligible solar photovoltaic (PV) system installed at your Supply Address, we may provide a Feed-in Tariff for electricity exported from your system to the electricity grid.
- 2) Any applicable Feed-in Tariff will be set out in your Agreement Details or otherwise notified to you and will appear separately on your electricity bill.
- 3) To be eligible for a feed-in tariff:
 - a. your solar PV system must satisfy applicable technical and regulatory requirements, including any net metering requirements; and
 - b. your Distributor or Metering Provider must confirm that the system is connected and approved for export to the electricity network.
- 4) Feed-in tariffs may include:
 - a. tariffs required under Applicable Laws or government schemes; and

- b. voluntary Feed-in Tariff offers provided by us as part of your Energy Plan.
- 5) Any variation to a Feed-in Tariff (including a decrease to a voluntary Feed-in Tarrif) is an Energy Payment for the purposes of clauses 5.2, 5.3 and 5.4 and the notice and timing requirements in those clauses apply.
- 6) Feed-in Tariff credits and export data may be reviewed and adjusted in accordance with the billing review and adjustment provisions of this agreement.

6. ABOUT YOUR BILL

6.1. What Your Bill Includes

Your bill will include:

- 1) an itemised summary of the Charges payable under this agreement, including applicable tariffs, fees and Charges relating to your Energy Plan; and
- 2) any information required under Applicable Laws to help you understand:
 - a. your electricity consumption;
 - b. billing calculations;
 - c. payment options;
 - d. applicable concessions or assistance programs; and
 - e. other important account or regulatory information.

6.2. Billing Frequency

- 1) We will issue your electricity bill monthly on the date set out in the Agreement Details unless we have agreed to another billing frequency.
- 2) We may change the frequency of billing in accordance with Applicable Laws.

6.3. Historical Billing, Consumption and Export Information

- 1) Upon request, we will provide you, or a person authorised by you, with information relating to your:
 - a. billing history;
 - b. electricity consumption history; and
 - c. solar export history (where applicable),in accordance with Applicable Laws.
- 2) We will generally provide this information free of charge. However, where requests are excessive or unusually frequent, we may charge a reasonable fee.

6.4. Meter Readings and Estimated Bills

- 1) Your bill may be based on:
 - a. actual Meter readings;
 - b. estimated electricity consumption; or
 - c. other metering data permitted under Applicable Laws.
- 2) We will only base your bill on estimated electricity consumption where:
 - a. you have consented to the use of estimation;
 - b. we are unable to reasonably or reliably base the bill on an actual Meter reading; or
 - c. Metering data is not provided to us by the metering coordinator

and, where your bill is based on estimated electricity consumption, we will identify this on your bill. Where the estimation is based on your reading of the meter, we will also identify this on your bill.

- 3) Estimations of electricity consumption will be based on:
 - a. your reading of the Meter;
 - b. historical metering data which is reasonably available to us; or
 - c. the average use of electricity by a comparable customer over the corresponding period, if there is no historical metering data for you.
- 4) If your bill is based on an estimate other than your reading of the Meter, that the Meter was not an interval Meter, you may request an adjusted bill based on your reading of the relevant Meter by providing us with your read estimate before the Due Date.
- 5) We will arrange for your Meter to be read at least once every 12 months unless:
 - a. safe and reasonable access to the Meter is unavailable; or
 - b. we are otherwise unable to obtain reliable Meter data.
- 6) If you are responsible for preventing access to the Meter and later request an actual Meter reading, additional service Charges may apply where permitted by applicable laws.
- 7) If we later obtain reliable Meter data after issuing an estimated bill, we may adjust your account.
- 8) If you have a Smart Meter and:
 - a. you request that remote telecommunications functionality be disabled; or
 - b. active telecommunications services are unavailable at your Supply Address, additional Charges may apply for:
 - c. manual Meter reading services; and
 - d. deactivation of remote communications functionality,where permitted under Applicable Laws and disclosed in your Agreement Details or fee schedule.

7. PAYING YOUR BILL

7.1. Payment Due Date

You must pay the amount shown on your bill by the Due Date. We will provide you with at least one method of payment that is commonly used and accessible and for which no charges are imposed (whether by us or by the payment service provider).

7.2. Dishonoured Payments

If a payment made by you is dishonoured or declined and we incur a fee because of that failed payment, we may recover the amount of that fee from you.

7.3. Payment Difficulties and Hardship Assistance

- 1) If you are experiencing difficulty paying your bill, you should contact us as soon as possible so we can discuss available assistance options, which may include information about:
 - a. tailored payment plans or payment extensions;
 - b. government assistance schemes, concessions and grants for which you may be eligible;

- c. referrals to financial counsellors, community support services or welfare organisations;
 - d. energy efficiency advice and options to help manage electricity costs; and
 - e. our most suitable available Energy Plan for your circumstances.
- 2) Additional support may also be available under:
- a. our hardship policy;
 - b. our family violence policy; and
 - c. Applicable Laws.
- 3) Copies of our hardship policy and family violence policy are available on the Website.

7.4. Allocation of Payments and Credits

- 1) If you have more than one active account with us, and the accounts are held in the same legal name, you agree that we may apply available account credits or credit balances to other outstanding active accounts held in your name where reasonably necessary to assist in avoiding disconnection or managing outstanding debt.
- 2) If your account is finalised and a credit balance remains after all outstanding amounts are paid, we will transfer that credit balance to another active account you hold with us before issuing any refund.

7.5. Billing Smoothing

- 1) Where agreed between you and us, we may offer a bill smoothing or regular payment arrangement designed to help spread your electricity costs more evenly across the year.
- 2) Any such arrangement may be based on estimated annual electricity usage at your Supply Address and may be reviewed periodically to ensure payment amounts remain appropriate.

8. REVIEWING YOUR BILL

8.1. Requesting a Bill Review

If you disagree with the amount shown on your bill, you may request that we review the bill.

8.2. Self Meter Reads

- 1) Where your bill is based on estimated usage, you may request an adjustment by providing your own Meter reading, provided:
 - a. the reading is supplied before the Due Date; and
 - b. the reading complies with our published requirements and procedures as amended from time to time.
- 2) We will advise you promptly if your self-read cannot be accepted and explain the reason for the rejection.

8.3. Meter Investigations and Testing

- 1) As part of a bill review, you may request:
 - a. a review of Meter data;
 - b. verification of meter readings; or
 - c. testing of the meter.
- 2) Where permitted under Applicable Laws, you may be required to pay the reasonable costs of the Meter test or investigation if the Meter and associated data are found to be accurate.

- 3) We may request payment in advance where permitted under Applicable Laws.
- 4) If the Meter or metering data is found to be faulty or inaccurate:
 - a. we will not charge you for the investigation or test; and
 - b. any advance payment made by you for the investigation or test will be refunded.

8.4. Payments Requirements During a Bill Review

If your bill is under review, you must still pay:

- 1) any other bills that are due for payment; and
- 2) the lesser of:
 - a. the undisputed portion of the bill; or
 - b. an amount equal to the average of your bills over the previous 12 months.

8.5. Outcome of a Bill Review

- 1) After completing the bill review:
 - a. if we determine the bill is correct, you must pay any outstanding unpaid amount; or
 - b. if we determine the bill is incorrect, we will adjust the bill in accordance with this agreement and Applicable Laws.
- 2) If you are dissatisfied with the outcome of the review, you may lodge a complaint with the relevant Energy Ombudsman.

9. UNDERCHARGING

- 1) If we have undercharged you, we may recover the undercharged amount from you.
- 2) If we do recover an undercharged amount from you:
 - a. we will not charge interest on the undercharged amount;
 - b. unless the undercharge resulted from your unlawful act, omission or fault, we will only recover amounts relating to the period permitted under Applicable Laws immediately before we notify you of the undercharge;
 - c. if the undercharging occurred over a period of less than 12 months, you may pay the undercharged amount over the same period of time during which the undercharge occurred; and
 - d. if the undercharging occurred over a period of 12 months or more, you will be provided with at least 12 months to pay the undercharged amount by instalments.

10. OVERCHARGING

- 1) If you have been overcharged, we will notify you within 10 Business Days after becoming aware of the overcharging and provide a refund or account credit to you.
- 2) Where:
 - a. the overcharged amount is less than \$50, or another amount prescribed by Applicable Laws, and you have already paid the amount, we may apply the overcharged amount as a credit to your next bill;
 - b. the overcharged amount is \$50 or more, or another amount prescribed by Applicable Laws, we will contact you within 10 Business Days after becoming aware of the overcharge and refund the amount in accordance with your

reasonable instructions. If you do not provide instructions, we may apply the amount as a credit to your next bill; and

- c. the overcharge resulted from your unlawful act or omission, we are only required to repay amounts relating to the 12 months before the error was identified.
- 3) If we no longer sell you electricity at your Supply Address, we will use our best endeavours to refund the overcharged amount to you within 10 Business Days.
- 4) We will not pay interest on overcharged amounts unless required under Applicable Laws.

11. DISCONNECTION OF SUPPLY

11.1. Disconnection by Us

- 1) We may only arrange disconnection of electricity supply to your Supply Address where permitted under Applicable Laws.
- 2) Subject to Applicable Laws, we may arrange disconnection where:
 - a. you request disconnection of your Supply Address;
 - b. you fail to pay a bill by the Due Date and:
 - you do not agree to a payment plan, instalment arrangement or other payment assistance option offered in accordance with applicable laws; or
 - having agreed to a payment arrangement, you fail to comply with its terms;
 - c. you fail to provide a Security Deposit that we are lawfully entitled to require;
 - d. safe and reasonable access to your Supply Address is not provided for:
 - 3 consecutive scheduled Meter readings; or
 - Meter inspection, testing, maintenance, replacement, alteration or related metering services;
 - e. there has been illegal, fraudulent or unauthorised use of electricity at the Supply Address;
 - f. disconnection is otherwise permitted or required under Applicable Laws; or
 - g. this agreement otherwise ends in accordance with its terms.
- 3) Where permitted under Applicable Laws and disclosed in your Agreement Details or fee schedule, a disconnection fee may apply where:
 - a. disconnection occurs; or
 - b. a disconnection attempt is made.
- 4) If we arrange for disconnection in accordance with clause 11.1, you authorise us to disconnect remotely where you have a Smart Meter installed provided that we notify you where we intend to do so.

11.2. Warning Notices and Disconnection Requirements

- 1) Before arranging disconnection, we will comply with all notice, warning and procedural requirements imposed under Applicable Laws.
- 2) Advance warning notices may not be required in certain circumstances permitted under Applicable Laws, including where:
 - a. there has been illegal or fraudulent use of electricity; or
 - b. there is a health, safety or emergency issue.

11.3. Protected Periods and Restrictions

- 1) Subject to compliance with Applicable Laws and clause 11.2, we must not arrange disconnection of your Supply Address during the following protected periods (“Protected Periods”):
 - a. on a Business Day:
 - before 8:00am; or
 - after 3:00pm;
 - b. Where the Supply Address is located in Victoria:
 - before 8:00am; or
 - after 2:00pm for Residential Customers; or
 - after 3:00pm for Business Customers;
 - c. on a Friday or on the day before a public holiday;
 - d. on a weekend or public holiday;
 - e. between 20 December and 31 December inclusive in any year; or
 - f. during an extreme weather event where the proposed disconnection relates to non-payment under clause 11.12)b.
- 2) We will not disconnect your Supply Address where disconnection is otherwise prohibited under Applicable Laws.

11.4. Circumstances Where Disconnection May Occur During a Protected Period

Subject to Applicable Laws, your Supply Address may still be disconnected during a Protected Period where:

- 1) disconnection is required for health or safety reasons, including electrical safety;
- 2) an emergency situation exists;
- 3) disconnection is directed or authorised by a government authority, emergency service or other relevant authority;
- 4) you are in breach of obligations under your connection agreement relating to interference with electricity equipment or network infrastructure;
- 5) you specifically request disconnection during the Protected Period;
- 6) the Supply Address contains a business that only operates during the Protected Period and access during that period is reasonably necessary to carry out the disconnection;
- 7) the Supply Address is vacant or unoccupied; or
- 8) disconnection is otherwise permitted under Applicable Laws.

11.5. Customer Cooperation

You must comply with reasonable requests made by us, your Distributor or Metering Provider in connection with:

- a. disconnection;
- b. reconnection;
- c. Meter access; and
- d. safety or operational requirements,

where those requests are made in accordance with Applicable Laws.

12. RECONNECTION AFTER DISCONNECTION

12.1. Reconnection Requests

- 1) We will request your Distributor and/or Metering Provider to reconnect your Supply Address where, within 10 Business Days after disconnection:
 - a. you ask us to arrange reconnection;
 - b. you rectify the issue that resulted in disconnection; and
 - c. you pay any applicable reconnection Charges.

12.2. Termination Following Disconnection

We may terminate this agreement 10 Business Days after disconnection if you do not satisfy the reconnection requirements set out in clause 12.1.

12.3. Electrical Safety Inspection Requirements

Where required under applicable laws, if your Supply Address has remained disconnected for more than 12 months, or another applicable regulatory period, you may be required to obtain an electrical safety inspection before reconnection can occur.

13. ABOUT YOUR METER

13.1. Ownership of Metering Equipment

The Meter at your Supply Address are owned by the relevant Metering Provider, Distributor or another authorised party, and not by you unless otherwise agreed.

13.2. Access to the Meter and Supply Address

- 1) You must provide us, your Distributor, your Metering Provider and our respective authorised representatives with safe, convenient and unobstructed access to the Supply Address (which includes access to the Meter), for the purposes relating to
 - a. electricity supply;
 - b. metering;
 - c. billing;
 - d. maintenance;
 - e. testing;
 - f. inspection;
 - g. repair;
 - h. replacement;
 - i. connection;
 - j. disconnection; or
 - k. reconnection services.
- 2) Authorised representatives attending your Supply Address will carry or wear appropriate identification and will produce identification upon request.
- 3) You must notify us as soon as reasonably practicable if:
 - a. there is a hazard affecting access to the Meter; or
 - b. any condition exists that may affect the safe performance of metering or electrical work at the Supply Address.

13.3. Your Responsibilities Relating to Metering Equipment

You are responsible for and must:

- 1) ensure the Meter and associated equipment remain clear of hazards, obstructions and interference;
- 2) not tampering with, damaging, interfering with, bypassing, removing or permitting interference with:
 - a. the Meter;
 - b. network equipment,except where permitted by law;
- 3) take reasonable steps to protect Meter from damage or unauthorised interference;
- 4) comply with reasonable requirements issued by:
 - a. your Distributor;
 - b. your Metering Provider; or
 - c. Applicable Laws; and
- 5) ensure any privately owned electrical installations or equipment connected at the Supply Address comply with applicable electrical safety requirements.

13.4. Smart Meter Installation and Meter Replacement

- 1) Where permitted under Applicable Laws, we or your Metering Provider may install, replace, upgrade or reconfigure metering equipment at your Supply Address, including the installation of a Smart Meter.
- 2) If you provide express consent for Meter replacement or upgrade:
 - a. you may be treated as having agreed to the installation of the relevant Smart Meter or advanced metering equipment; and
 - b. we may proceed with the Meter deployment or upgrade in accordance with Applicable Laws.
- 3) If your consent is not required under Applicable Laws, or where you have not yet provided consent, we will communicate with you regarding any proposed Meter replacement or deployment in accordance with Applicable Laws.
- 4) You acknowledge that electricity supply to your Supply Address may be temporarily interrupted where reasonably necessary to:
 - a. install;
 - b. maintain;
 - c. repair;
 - d. replace; or
 - e. reconfigure metering equipment.
- 5) Where an interruption is required for metering works:
 - a. we will provide the notice required under Applicable Laws unless an emergency or safety issue applies; and
 - b. we will make reasonable arrangements to respond to your enquiries relating to the interruption.
- 6) If a Smart Meter is installed at your Supply Address, we may:
 - a. issue bills electronically where permitted by law; and
 - b. rely on remotely collected interval metering data for billing and regulatory purposes.

14. YOUR GENERAL OBLIGATIONS

14.1. Provision of Information

- 1) You must provide us with information reasonably required for the purposes of:
 - a. establishing and administering your account;
 - b. supplying electricity;
 - c. billing and payment processing;
 - d. regulatory compliance; and
 - e. managing your Energy Plan and related services.
- 2) Information provided by you must be accurate, complete and not misleading.
- 3) You must promptly notify us if information previously provided changes, including:
 - a. your billing address;
 - b. contact details;
 - c. account information;
 - d. occupancy details; or
 - e. the nature of electricity usage at the Supply Address, including where the premises begin being used for business or commercial purposes.

14.2. Illegal or Unauthorised Use of Electricity

- 1) You must not, and must take reasonable steps to ensure that other persons do not:
 - a. unlawfully use electricity supplied to your Supply Address;
 - b. use electricity or associated equipment in a way that:
 - interferes with the electricity supply or network connection of another customer; or
 - causes damage, interference or disruption to any person, property or electrical infrastructure;
 - c. tamper with, bypass or interfere with:
 - the electricity meter;
 - metering equipment; or
 - network infrastructure,except where permitted by law; or
 - d. use electricity supplied under this agreement in a manner inconsistent with:
 - this agreement; or
 - Applicable Laws.
- 2) Where your acts or omissions result in damage to, interference with or loss of equipment owned by us, your Distributor or Metering Provider, we, or the relevant party may recover from you reasonable costs relating to:
 - a. repair or replacement of damaged equipment;
 - b. investigation costs;
 - c. disconnection or reconnection services; and
 - d. legal or recovery costs permitted under Applicable Laws.

14.3. Life Support Equipment

- 1) If a person residing, or intending to reside, at your Supply Address requires Life Support Equipment, you must notify us or your Distributor as soon as reasonably practicable.
- 2) To register the Supply Address as a life support premises, you may be required to provide written confirmation from a registered medical practitioner in accordance with Applicable Laws.
- 3) If required medical confirmation is not provided within the applicable timeframe, the Supply Address may cease to be registered as a life support premises in accordance with Applicable Laws.
- 4) Where you notify us that Life Support Equipment is required at the Supply Address, we will provide:
 - a. at least 50 Business Days for you to provide the required medical confirmation; and
 - b. any additional information, notices or protections required under applicable laws.
- 5) You must notify us or your Distributor if Life Support Equipment is no longer required at the Supply Address.
- 6) We may request updated confirmation from time to time to confirm ongoing eligibility for life support registration where permitted under Applicable Laws.

14.4. Customers Who are Not Property Owners

If you are not the owner of the Supply Address and are unable to comply with an obligation under this agreement because the owner or another responsible person controls the relevant matter, you will not be considered in breach of the obligation provided you have taken reasonable steps to ensure the obligation is fulfilled.

15. LIABILITY AND INDEMNITY

15.1. Our Liability

- 1) You acknowledge that the quality, reliability, frequency and continuity of electricity supply may be affected by factors outside our reasonable control, including:
 - a. weather conditions;
 - b. emergencies;
 - c. system demand;
 - d. Distributor or network operator actions;
 - e. limitations of the electricity distribution network;
 - f. maintenance activities; and
 - g. events affecting generation or transmission infrastructure.
- 2) Except as expressly stated in this agreement and to the extent permitted by law, we do not provide warranties, guarantees or representations regarding:
 - a. uninterrupted Electricity supply;
 - b. suitability of Electricity for a particular purpose; or
 - c. the quality or characteristics of Electricity supply.
- 3) Nothing in this agreement excludes, restricts or modifies rights or remedies that cannot lawfully be excluded under:
 - a. the Australian Consumer Law; or
 - b. any other applicable legislation.

- 4) To the extent permitted under applicable laws, and unless caused by our negligence, bad faith or unlawful conduct, we are not liable for loss or damage arising from:
 - interruptions or failures in electricity supply;
 - defects or fluctuations in electricity supply;
 - delays in connection or reconnection services;
 - failures of network infrastructure;
 - acts or omissions of your Distributor or Metering Provider; or
 - events beyond our reasonable control.
- 5) Where liability for breach of a statutory guarantee or consumer guarantee cannot lawfully be excluded, our liability is limited to the maximum extent permitted by law, including:
 - a. in the case of goods:
 - replacement of goods;
 - supply of equivalent goods; or
 - payment of the cost of replacing goods or acquiring equivalent goods; and
 - b. in the case of services:
 - resupply of the services; or
 - payment of the reasonable cost of having the services supplied again.
- 6) Nothing in this agreement limits our liability for:
 - fraud;
 - wilful misconduct;
 - negligence; or
 - liability that cannot lawfully be excluded.

15.2. Customer Indemnity

- 1) You must take reasonable steps to ensure that your acts or omissions do not:
 - a. cause harm to another person;
 - b. damage electrical infrastructure or equipment; or
 - c. expose us to liability arising from your conduct.
- 2) To the extent permitted by law, you indemnify us against claims, losses, liabilities, damages or expenses arising from:
 - a. your unlawful or negligent acts or omissions; or
 - b. your use of electricity beyond the Meter at the Supply Address.
- 3) Where electricity exported from your premises re-enters the electricity network, including from solar generation equipment, you are responsible for ensuring the export complies with Applicable Laws and technical requirements.
- 4) Your liability under this clause is limited to the amount we would otherwise be entitled to recover from you at law for breach of contract, negligence or other unlawful conduct.
- 5) You must take reasonable precautions to minimise the risk of loss or damage resulting from interruptions, fluctuations or reliability issues affecting electricity supply.

16. FORCE MAJEURE

16.1. Effect of Force Majeure Event

- 1) If either you or we are unable to perform an obligation under this agreement, other than an obligation to pay money, because of an event outside the reasonable control of the affected party ("Force Majeure Event"):
 - a. the affected obligation will be suspended to the extent it is impacted by the Force Majeure Event for the duration of that event; and
 - b. the affected party must notify the other party as soon as reasonably practicable, including details of:
 - the nature of the Force Majeure Event;
 - the obligations affected;
 - the expected duration of the event, where known;
 - the extent of the impact on performance; and
 - the steps being taken to minimise or overcome the effects of the event.

16.2. Mitigation of Force Majeure Event

- 1) A party relying on a Force Majeure Event must use reasonable endeavours to:
 - a. minimise the impact of the event; and
 - b. resume performance of the affected obligations as soon as reasonably practicable.
- 2) Nothing in this clause requires either party to settle or resolve an industrial dispute in a manner contrary to its preferred position or commercial interests.

16.3. Widespread Events

Where a Force Majeure Event affects a widespread area or a large number of customers, we will be taken to have provided notice if we make relevant information available:

- a. through a 24-hour telephone service;
- b. on our website; or
- c. through another reasonable communication method,

within 30 minutes after becoming aware of the widespread event, or otherwise as soon as reasonably practicable.

17. CREDITWORTHINESS

- 1) We may conduct a credit check to:
 - a. assess your creditworthiness; and
 - b. determine whether we will provide electricity services to you on credit terms.
- 2) We may also conduct credit checks on:
 - a. joint account holders;
 - b. authorised representatives; or
 - c. guarantors associated with your account.
- 3) You must obtain and provide any necessary consents from:
 - a. joint account holders;
 - b. authorised representatives; or
 - c. guarantors,

to enable us to undertake credit assessments or obtain credit reports relating to those persons.

- 4) Please see our privacy policy and credit reporting policy for additional information on how we collect, disclose credit information on our Website.

17.1. Security Deposits

If we are not reasonably satisfied with your creditworthiness, we may require you to provide a Security Deposit in accordance with this agreement and Applicable Laws.

18. COMPLAINTS AND EMERGENCIES

18.1. Complaints and Feedback

- 1) If you have a question, complaint, dispute or concern relating to your account or electricity supply, you may contact us:

Discover Energy Pty Ltd
ABN 20 619 204 750
Level 3, 2 Banfield Road
Macquarie Park NSW 2113

Phone: 1300 658 519
Email: customerservice@discoverenergy.com.au
- 2) We will manage complaints in accordance with:
 - a. our complaints and dispute resolution policy (a copy of which is available on our Website); and
 - b. Applicable Laws.
- 3) We will respond to your complaint within the timeframes set out in our complaints and dispute resolution policy and will advise you:
 - a. of the outcome of the complaint; and
 - b. of your right to refer the matter to the energy ombudsman where your Supply Address is located if you remain dissatisfied with our response.

18.2. Faults and Emergencies

If you experience:

- a. a power outage;
- b. electrical fault;
- c. power surge;
- d. damaged electrical infrastructure; or
- e. another electricity-related emergency,

you should contact the electricity faults and emergencies number shown on your bill or contact your Distributor directly.

19. SECURITY DEPOSITS

19.1. Requirement for a Security Deposit

We may require you to pay a Security Deposit where permitted under applicable laws.

19.2. Interest on Security Deposits

Where required under Applicable Laws, we will pay interest on any Security Deposit held by us.

19.3. Applying a Security Deposit

- 1) We may apply your Security Deposit, together with any accrued interest, towards amounts owing under this agreement.

- 2) If we use all or part of your Security Deposit to offset outstanding amounts, we will notify you within 10 Business Days.

19.4. Returning a Security Deposit

- 1) We will return your Security Deposit, together with any accrued interest, where:
 - a. you have paid your bills by the Due Date for:
 - 1 year, if you are a Residential Customer; or
 - 2 years, if you are a Business Customer; or
 - b. this agreement ends and the Security Deposit is not required to pay outstanding amounts on your final bill.

20. PRIVACY

- 1) We will comply with all applicable Privacy Laws and our privacy policy and credit reporting policy available on our Website.

21. NOTICES AND COMMUNICATIONS

21.1. Delivery of Notices and Bills

- 1) Unless otherwise permitted under applicable laws, notices and bills under this agreement must be provided in writing and may be delivered:
 - a. by hand;
 - b. by post;
 - c. by email; or
 - d. by another electronic communication method permitted by law.
- 2) Notices and bills may be sent:
 - a. to the last address or email address nominated by you; or
 - b. to a person authorised by you to receive communications on your behalf.
- 3) Where applicable and permitted under regulatory requirements, we will use your preferred communication method if you are affected by family violence or have notified us of special communication requirements.

21.2. Electronic Communications

We may send electronic communications, including by email or SMS, for purposes relating to:

- a. billing;
- b. payment reminders;
- c. service notifications;
- d. outages or interruptions;
- e. account administration; or
- f. regulatory information.

21.3. Our Contact Details

Our current contact details are set out on your bill and on the Discover Energy website.

21.4. When Notices are Taken to Be Received

A notice or bill provided under this agreement is deemed received:

- 1) if sent by post: 3 Business Days after posting;
- 2) if sent by email:

- a. on the day sent if sent before 4:00pm on a Business Day and no delivery failure notice is received; or
 - b. otherwise, on the next Business Day; or
- 3) if delivered by hand or another permitted method:
 - a. on the date of delivery.

22. GENERAL

22.1. Governing law and Applicable Laws

- 1) This agreement is governed by the laws applying in the State or Territory where your Supply Address is located.
- 2) If a provision of this agreement is inconsistent with Applicable Laws or regulatory requirements:
 - a. the relevant law or regulatory requirement will prevail to the extent of the inconsistency; and
 - b. the inconsistent provision will be read down or treated as invalid to that extent only.
- 3) Where Applicable Laws require a matter to form part of this agreement, that requirement is incorporated into this agreement automatically.

22.2. Variations to this Agreement

- 1) We may vary this agreement from time to time by providing prior written notice to you where the variation is:
 - a. required as a result of a regulatory, legal, market or operational change;
 - b. necessary to comply with Applicable Laws, regulatory requirements or industry rules;
 - c. to make administrative or typographical changes or other changes that do not materially affect your rights and obligations; or
 - d. requested by you or otherwise agreed between you and us.
- 2) After we provide notice of the amended terms, the changes will take effect from the date specified in the notice.
- 3) You may end this agreement in accordance with clause 4.1.

22.3. Transfer or Assignment

- 1) Subject to Applicable Laws, we may assign, transfer or novate this agreement, in whole or in part, without your prior consent:
 - a. to a related entity;
 - b. to a person or entity that acquires all or substantially all of our retail business; or
 - c. where a Retailer of Last Resort event or similar regulatory process occurs affecting our retail operations.
- 2) You may not assign, transfer or otherwise deal with your rights or obligations under this agreement without our prior written consent.

22.4. Entire Agreement

This agreement, together with the Agreement Details and any documents incorporated by reference, constitutes the entire agreement between you and us relating to the sale and

supply of Electricity to your Supply Address and replaces any prior discussions, understandings, negotiations or arrangements relating to the same subject matter.

22.5. Survival of Clauses

Any clause of this agreement which by its nature is intended to continue after the agreement ends will survive termination or expiry of the agreement, including clauses relating to:

- a. billing and payment obligations;
- b. undercharging and overcharging;
- c. disconnection and reconnection;
- d. liability and indemnities;
- e. privacy and confidentiality;
- f. notices;
- g. dispute resolution; and
- h. outstanding fees, Charges or other amounts payable.

22.6. Invalid or Unenforceable Provisions

If any provision of this agreement is found to be invalid, illegal or unenforceable under applicable laws, that provision will be severed or read down to the minimum extent necessary, and the remaining provisions of the agreement will continue in full force and effect.

22.7. No Waiver

If we delay or fail to exercise a right, power or remedy available under this agreement or at law, this does not constitute a waiver of that right, power or remedy.

A waiver is only effective if it is expressly stated in writing.

23. COMMISSIONS

You acknowledge and agree that we may pay a fee, commission or other benefit to a third party, including an authorised representative, broker, referral partner or comparison service, in connection with:

- a. introducing you to us;
- b. assisting with your application; or
- c. facilitating the establishment of an electricity supply arrangement between you and us.

24. DEFINITIONS

In this agreement, capitalised terms have the meaning given to it in the terms above and:

Acceptance Date means the date on which you accept our offer to supply electricity under this agreement.

Agreement Details means the document, schedule or section provided to you setting out details of your Energy Plan, tariffs, fees, Charges, benefits, Supply Address and other account-specific information forming part of this agreement.

Applicable Laws means all applicable laws, regulations, codes, rules, determinations, regulatory instruments and legally binding requirements relating to the sale and supply of electricity where the Supply Address is located, including but not limited to the National Energy Retail Law, National Energy Retail Rules, National Electricity Rules and applicable State or Territory energy legislation which for Victoria includes the *Electricity Industry Act 2000* (Vic) and the Energy Retail Code.

Australian Consumer Law means schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Business Customer means a person who is not classified as a Residential Customer under Applicable Laws.

Business Day means a day other than a Saturday, Sunday or public holiday in the state or territory where your Supply Address is located.

Charges means all tariffs, fees, charges, amounts and costs payable by you under this agreement, including usage charges, supply charges, demand charges, metering charges and any other applicable fees.

Distributor means the electricity distribution network service provider responsible for the distribution network connected to your Supply Address.

Due Date means the date by which payment of a bill is required, as shown on your bill or such other date we agree with you.

Energy Payments means any payment or credit by us to a you, as a Small Customer, for products or services provided by you to us under this agreement, for example a feed-in arrangement or demand reduction arrangement.

Energy Plan means the pricing plan, offer, tariff arrangement or retail product applicable to your account, as set out in the Agreement Details.

Feed-in Tariff means a credit or payment provided for electricity exported from an eligible solar photovoltaic system to the electricity network.

Final Bill means a bill issued after this agreement ends showing:

- a. final Electricity usage;
- b. outstanding Charges;
- c. adjustments;
- d. fees; and
- e. any other amounts payable or refundable.

Fixed Pricing Period means a period specified in the Agreement Details during which certain tariffs or Charges are fixed.

Force Majeure Event means an event beyond the reasonable control of the affected party that prevents or delays performance of obligations under this agreement, including:

- natural disasters;
- storms;
- floods;
- bushfires;
- industrial disputes;
- acts of government; or
- network failures.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Life Support Equipment means equipment required for life support purposes as recognised under Applicable Laws.

Meter means the electricity meter and associated metering equipment installed at the Supply Address for measuring electricity consumption or export and includes a Smart Meter.

Metering Provider means the person or entity responsible for metering services at the Supply Address under Applicable Laws.

National Metering Identifier (NMI) means the unique identifier assigned to a Supply Address.

Privacy Laws means the *Privacy Act 1988* (Cth), the Australian Privacy Principles under that Act, and any other law, regulation or industry code, guideline, rule, requirement, policy, order or direction of any regulator or governmental body, as amended from time to time, in relation to privacy, data, surveillance, data security, or the handling of personal information.

Related Entity has the meaning given in the Corporations Act 2001 (Cth).

Residential Customer means a customer who acquires electricity principally for personal, domestic or household use.

Retailer of Last Resort Event or **ROLR Event** means an event where another retailer is appointed under Applicable Laws to assume responsibility for customer supply arrangements following the failure or exit us as your electricity retailer.

Security Deposit means an amount paid by you as security for payment obligations under this agreement where permitted under Applicable Laws.

Small Customer has the meaning given under Applicable Laws.

Smart Meter means an interval Meter or advanced Meter capable of remote communications and remote collection of electricity usage data.

Supply Address means the premises identified in the Agreement Details where electricity is supplied under this agreement.

Website means the Discover Energy website at <https://discoverenergy.com.au>

Cancellation Notice – Retail Market Contract

Agreement Date:

Customer Details:

Customer Name

Customer Supply
Address

Account Number

I WISH TO CANCEL THIS AGREEMENT

Signature

Date

Supplier Name: Discover Energy - Customer Services: PO Box 1353 MACQUARIE CTR PO MACQUARIE PARK NSW 2113 - service@discoverenergy.com.au

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 you receive all information from us in accordance with clause 3.31) of the agreement. (**Start Date**).

Extended right to cancel this agreement

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

You may cancel the agreement within 3 months the Start Date if Discover Energy negotiated your agreement without proper consent from you by contacting you:

- before 9am or after 6pm on a weekday (or 5pm on a Saturday); or
- at any time on a Sunday or public holiday; or
- in person; or

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 leave immediately if requested); and
- did not provide you with information relating to our identity.

You can also cancel the agreement within 6 months from the Start Date in certain circumstances including if:

- you entered into the agreement we failed to notify you of your rights to cancel this agreement (including in respect of the cooling off period) before the Start Date;
- we failed to give you the agreement and other relevant documents when you accepted the agreement (or within 5 business days if you accepted over the phone); 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), a notice that informs you of your right to terminate, and our name, ABN or ACN, business address, email address and fax number (if available).

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

However, there are important exceptions:

- if you expressly agreed to a new connection at the premises, or
- if the property is disconnected and you asked them to reconnect it,

then supply can begin earlier.