

## 1. Agreement commencement and end dates

### Terms and conditions application

These terms and conditions apply if your Supply Address is within an Embedded Network and you are a Small Customer or another Customer as defined in this Agreement with Trans Tasman Energy Group (TTEG).

- a) This Agreement will commence on either the date that you accept the offer to supply you with electricity or the date that an appropriate Meter has been installed at your Supply Address whichever is the later.
- b) This Agreement will end when you provide us with a termination notice for exiting the premises, a time that is agreed between you and TTEG or when you start receiving energy retail services from a different retailer or Exempt Seller. A termination notice will take effect from the date of a final meter reading of your Meter.
- c) By taking the Services from us, you are deemed to have agreed to the terms and conditions in this Agreement.

## 2. Fees and charges

You are liable for all Rates and Fees including GST invoiced to you for the sale and supply of electricity at your Supply Address. This also includes any additional charges that are detailed in your supply agreement. In accordance with the General Exemption Order charges for residential and small business will be no greater than the standing offer tariff prices that would be charged by the local area retailer.

## 3. Billing Details

Your energy bills will be issued on a monthly basis from the time we receive your first Meter readings. Charges included on your bill will be the energy rate, service charges and any additional fees plus GST.

Consumption may in some rare circumstance be estimated if remote data is not available or the Meter cannot be accessed for any reason. If the estimated consumption must be used for billing a notation will appear on the bill and the bill must be paid. When the actual consumption becomes available the billed consumption will be recalculated and any differences will either be credited or debited on your next bill. This is in accordance with the Regulatory Requirements.

## 4. Bill Payments

- a) The payable amount on your bill must be paid by the due date as specified;
- b) If you have a direct debit on your account, the amount due will be deducted on the due date on the bill;
- c) If for any reason a payment is dishonoured, you are liable for any resultant charges incurred by TTEG.

## 5. Direct debit

- a) Debiting your account
  - i. By signing a Direct Debit Request, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.
  - ii. We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.
  - iii. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day.
  - iv. If you are unsure about which day your account has or will be debited you should ask your financial institution.
- b) Amendments by us
  - i. We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days' written notice.
- c) Amendments by you
  - i. You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days' notification by writing to: Trans Tasman Energy Group, 200 Alexandra Parade, Fitzroy Vic 3065 or by telephoning us on 1300 85 65 70 during business hours or arranging it through your own financial institution.
- d) Your obligations
  - i. It is your responsibility to ensure that there are sufficient cleared funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
  - ii. If there are insufficient clear funds in your account to meet a debit payment:
    - A you may be charged a fee and/or interest by your financial institution.
    - B you may also incur fees or charges imposed or incurred by us; and
    - C you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
  - iii. You should check your account statement to verify that the amounts debited from your account are correct.
  - iv. If Trans Tasman Energy Group is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Trans Tasman Energy Group on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- e) Dispute
  - i. If you believe that there has been an error in debiting your account, you should notify us directly on 1300 85 65 70 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up with your financial institution direct.
  - ii. If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.  
If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.

## f) Accounts

- i. You should check:
  - A with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
  - B your account details which you have provided to us are correct by checking them against a recent account statement; and
  - C with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

## g) Confidentiality

- i. We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- ii. We will only disclose information that we have about you
  - A to the extent specifically required by law; or
  - B for the purposes of this agreement (including disclosing information in connection with any query or claim).

## h) Notice

- i. If you wish to notify us in writing about anything relating to this agreement, you should write Trans Tasman Energy Group, 200 Alexandra Parade, Fitzroy Vic 3065.
- ii. We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.
- iii. Any notice will be deemed to have been received on the third banking day after posting.

## 6. Questions about your bill

- If you disagree with your bill, you are entitled to a review of your bill to ensure everything is correct.
- a) If you submit a request, we will arrange for a check of your Meter reading at no additional fee to you once a year. Each subsequent request will attract a fee.
  - b) If you feel that there may be a fault with your Meter, you may request the Meter to be tested, and will need to accept the fees associated with this should be the Meter test results be within the legal parameters of operation.
  - c) Should the Meter test return a fault, we will credit or not charge the fee and your Meter will be replaced at no additional cost to you.
  - d) While we are conducting any activity to determine if the bill issued is correct, any amount not in dispute and subsequent bills still require payment in full unless otherwise arranged.

## 7. Energy rate variance

- a) Rates change in the market at certain times of the year. We will charge competitive rates to those rates being offered by market retailers at these times and adjust your rates accordingly. A written notice will be issued to you as soon as practicably possible including the date from which the change to the Rates will be applied to your account.
- b) If you request a rate change to match or better an alternative energy rate offer that you have received, if accepted, the tariff change will be applied from your next billing period.

## 8. Payments

- a) If payment is not received by the due date, we may issue you with a courtesy reminder shortly after your missed due date. We may contact you either using a text message system to your nominated mobile number or email or both.
- b) If no payment or arrangement to pay is received, a reminder notice will be issued, requiring payment no less than 6 business days after the issue date on the reminder notice.
- c) If we still receive no payment or an arrangement to pay, a disconnection imminent notice will be issued, requiring payment no less than 6 business days after the issue date on the disconnection imminent notice. The notice will also clearly state when disconnection of your electricity supply will be scheduled to take place if no payment or arrangement to pay is received by the due date.
- d) After issuing the disconnection imminent notice, and before disconnection, we will use best endeavours to contact you either in person or via telephone.
- e) If you are experiencing payment difficulties, please contact us as soon as possible to discuss alternative payment options as you may be eligible under the Regulatory Requirements for a payment plan.
- f) Residential customers can access payment plans to help get their debt under control, however, we are not obligated to offer a payment plan if you have failed 2 payment plans in the past 12 months.
- g) There may be scheme(s) available to help you should you require further assistance in making payments and we can advise of what these schemes are. For further information contact our customer service professionals on 1300 856 570 Monday to Friday 8am to 5pm AEST or visit our website [www.tteg.com.au](http://www.tteg.com.au).

## 9. Undercharging and overcharging

### Undercharging

- a) If you have been undercharged, we may be able to recover these amounts from you in accordance with the applicable Regulatory Requirements. Please note, we:
  - i. Will not charge interest on the amount undercharged.
  - ii. Will offer you an extended time to pay by instalments, over a period nominated by you. The extended payment period cannot be longer than 12 months and cannot be longer than the amount of time which you were undercharged. For example, if we have undercharged for 6 months, you may request a maximum of 6 months in which to pay it off.
  - iii. If you are a Small Customer, we will limit the recovery of the undercharged period to 9 months prior to the date you are notified of the undercharging, unless the undercharging was due to your fault or due to an unlawful act or omission by you.
  - iv. If you are another Customer, we can recover all amounts undercharged.

## Overcharging

- a) If you have been overcharged, we must notify you within 10 business days of becoming aware of the overcharging.
- b) If you have been overcharged by less than \$25 exclusive of GST, we will credit the amount to your next bill.
- c) If you have been overcharged by \$25 or more exclusive of GST, we must refund the overcharged amount after receiving your request. If you do not request that the amount be refunded, we will credit the overcharge to your next bill.
- d) You will not receive interest on the overcharged amount.
- e) Where the overcharging was due to your fault or due to an unlawful act or an omission by you, you are limited to recovering the amount overcharged in the 12 months prior to the date the error was discovered.

## 10. Metering

- a) You are responsible for ensuring that our Meter reading contractor has clear, safe and unhindered access to your Meter. We will use best endeavours to ensure that access is provided to us by the Embedded Network Owner, however, if we are unable to gain access due to changes made at your Supply Address, we cannot be held responsible.
- b) We are responsible for the connection of your supply to the Embedded Network as well as the ongoing maintenance of your Meter.
- c) The external Distributor is responsible for the continuation of supply. If the supply is disconnected or we expect supply to be disconnected, we will notify you immediately.
- d) You acknowledge that any Meter installed by us remains the property of the Embedded Network Owner or TTEG.
- e) If new or upgraded Meter installation works need to take place for us to supply you with electricity, you accept that you may be charged the associated costs.

## 11. Disconnection and reconnection

- a) We can arrange for disconnection if:
  - i. You request a disconnection;
  - ii. Continuing to supply energy to your Supply Address would be unsafe;
  - iii. Your tenancy/ residential agreement has ended, and you are vacating the Supply Address; or
  - iv. You have not paid your invoice by the due date, or you have not complied with the terms of a payment arrangement, and where:
    - A. We have issued you with a reminder notice requesting payment within 6 business days of the issue of the notice;
    - B. If you have not paid by the due date in the notice, we have issued you with a disconnection warning stating that disconnection may occur if payment is not made within a minimum of 6 business days of the issue of the notice;
    - C. We have used our best efforts to contact you after the issuing of the disconnection notice; and
    - D. You have failed to pay or take reasonable action towards payment by the date specified in the disconnection notice.
- b) We will not arrange disconnection at your Supply Address during the following times:
  - i. On a business day before 8am;
  - ii. On a business day after 3pm;
  - iii. On a Friday;
  - iv. On the day before a public holiday;
  - v. On a weekend or a public holiday; or
  - vi. On days between 20 December and 31 December of each year.
- c) We can arrange for disconnection outside of the times listed in item b) if:
  - i. It is required for safety reasons;
  - ii. In the event of an emergency;
  - iii. It is directed by a relevant authority;
  - iv. You request us to disconnect your supply; or
  - v. This Agreement has been terminated.
- d) We will not arrange for a disconnection where you have made a complaint to us or a dispute resolution body and the complaint remains unresolved and is related directly to the proposed reason for the disconnection.
- e) Reconnection after disconnection will be arranged when:
  - i. You request reconnection as payment has been made;
  - ii. You have corrected any issues that led to the disconnection; and
  - iii. You accept any reconnection charges incurred.
- f) If you have requested reconnection, rectified the issue which led to the disconnection and paid any charge for reconnection within 10 business days of the disconnection, we must reconnect your Supply Address as soon as practicable and no later than two business days after your *request*.

## 12. Supply and interruptions

- a) Where there is a planned interruption to supply, we will notify you at least 4 business days before the date of interruption (where we have been advised of these works planned). The notification will:
  - i. Specify the expected date, time and duration of the interruption;
  - ii. include a telephone number for enquiries.
- b) Where there is an unplanned interruption to supply, the contact for any enquiries is listed on your electricity account.
- c) You acknowledge that TTEG will not be responsible for any failure of supply, or for the quality or frequency of electricity supplied to the Supply Address or the continuity of the delivery of electricity, except to the extent provided by law.

## 13. Queries, complaints and dispute resolution

- a) Queries and Complaints – We have a team of trained customer service professionals ready to speak to you should have any queries in relation to your account. Call on 1300 856 570 Monday to Friday 9am to 4pm AEST.
- b) Dispute Resolution – We will make reasonable endeavours to resolve any dispute you have with us or the Embedded Network Owner (as applicable) concerning the sale and supply of energy to you. If you are not satisfied with the way your complaint has been resolved, you may be entitled to contact the energy ombudsman in your state.

## 14. Privacy

We will comply with the relevant privacy legislation in relation to your personal information. Detailed information on our privacy policy is available on our website.

## 15. General

- a) The agreement is governed by the laws of the state in which your Supply Address is located.
- b) The agreement overrides all prior negotiations, representations, proposals, understandings and agreements whether in writing or not, relating to the sale and supply of electricity to you at the Supply Address.
- c) TTEG may, as agent for the Embedded Network Owner, assign this Agreement to another entity without your prior written consent.
- d) If there is more than one of you, each of you is jointly and severally liable under the agreement.
- e) Your agreement is covered by the Australian Consumer Protection Law. These protections are separate and in addition to the protections you have under the Regulatory Requirements. For more information on what these additional protections are, please contact our customer service professionals on 1300 856 570 Monday to Friday 9am to 5pm AEST.
- f) As TTEG is acting as agent for the Embedded Network Owner, you confirm that the limitation of liability clauses applicable to the Embedded Network Owner apply to this Agreement, a copy of which is available on request by you.
- g) We acknowledge that under the current Power of Choice legislation you have the right to source electricity from a retailer of your choice. Wherever possible TTEG will seek to match any genuine retailer offer that provides a lower rate. Should this not be possible you are not required to continue to purchase your electricity from the Embedded Network.

## 16. Queensland Government Rebates

Rebates can be claimed on your electricity bill – refer TTEG website embedded networks for application.

## 17. Definitions

**Account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**Banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**Business Day** means a day other than a Saturday, Sunday or a gazetted public holiday in the state of your Supply Address as applicable;

**Debit day** means the day that payment by you to us is due.

**Debit payment** means a particular transaction where a debit is made.

**Debit User** means Trans Tasman Energy Group which you have authorised by signing a direct debit request.

**Direct Debit Agreement** means the Direct Debit Request Service Agreement between you and us.

**Direct debit** request means the Direct Debit Request between us and you.

**Distributor** means the person who owns, operates and controls a distribution system that forms part of the national electricity grid;

**Electricity Sale and Supply Agreement** means the agreement for the sale and supply of electricity you have entered into with us;

**Embedded Network** means a privately-owned distribution system which is owned by an Embedded Network Owner and connected at a Parent Connection Point to a distribution system that forms part of the national electricity grid;

**Embedded Network Owner** means the person or entity that owns the Embedded Network, usually the building or site owner or community corporation, owners corporation or body corporate;

**Exempt Embedded Network Service Provider** means a person who engages in the activity of owning, controlling or operating an Embedded Network under an exemption granted or deemed to be granted by the AER under section 13 of the National Electricity Law and clause 2.5.1(d);

**Exempt Seller** is a person that sells energy under exemption from obtaining an energy retailer authorisation in accordance with National Energy Retail Law (NERL). The exemption scheme is managed by the Australian Energy Regulator (AER), or in Queensland, under the relevant exemption order;

**Fees** means fees and other charges we may impose as detailed in the terms and available on our website;

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

**Meter** means the metering equipment, owned by us or a third party, used to measure the electricity usage at your Supply Address-;

**Other Customer** means a customer who is not a Small Customer;

**Rates** means the rates we impose for electricity we supply and sell to you at your Supply Address;

**Regulatory Requirements** means any law or regulatory or administrative instrument relating to the sale or supply of electricity in the state where your Supply Address is located;

**Small Customer** means:

- a) A residential customer; or
- b) A business customer who consumes energy at or below a level determined under the National Energy Retail Law, or in Queensland, under the Electricity Industry Act 2000 (Vic); or
- c) In Western Australia, all customers who consume no more than 160MWh of electricity per year.

**Supply Address** means the address detailed as such in the offer; and

**Supply Point** means any point at which our Embedded Network connects to the electricity installation at your Supply Address and includes the relevant Meter.

**You** means the customer

**Your financial institution** means the financial institution nominated by you on the DDR at which the account is maintained.