

Contract Terms and Conditions



Privacy & Credit Information
Management Policy

Welcome

This Contract Terms and Conditions document is designed to explain your contract, giving you an understanding of how we operate, what to expect and our commitment to you – as well as your rights and obligations.

This document also includes our Privacy & Credit Information Management Policy, which explains how we manage your personal information, credit information and credit eligibility information.

If you are eligible for our feed-in arrangement (for example, if you have a solar PV generation facility), the details of this arrangement are also outlined here. If you are not eligible, this section will not apply to you.



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1. OUR CONTRACT

1.1 The parts of our *contract*

- a) These terms form part of our contract with you for the sale of energy. The other part of the contract is your *contract confirmation*.
- b) If you buy both electricity and gas from us, we have two separate contracts with you, one for electricity and the other for gas. Electricity-specific terms only apply to the electricity contract and gas-specific terms to the gas contract.

1.2 What we do

We agree to sell you the *energy* you use at your *premises*.

1.3 Understanding these terms

Words appearing in *italics* are defined in paragraph 14.5.

2. WHEN THE CONTRACT STARTS AND ENDS

2.1 When does the *contract* start?

The *contract* starts when you accept our offer to sell *energy* to you. You can do this by signing our offer to sell you *energy* in person and returning it to us before the offer expiry date, or by accepting our offer over the telephone or online.

2.2 Cooling-off

- a) You can cancel the contract without penalty during a 10 business day cooling-off period, which starts on the later of the business day after:
 - i) the day you accepted our offer; and
 - ii) the day we gave you a copy of the *contract* together with our disclosure statement.
- b) To cancel the *contract* during the cooling-off period, either call us or complete and return the withdrawal notice provided to you with these terms.

2.3 When we start selling you *energy*

We will only start selling you *energy* when:

- a) your cooling-off period has expired;
- b) your *premises* are connected to the *distribution network*; and

- c) if you are transferring to us from another retailer, the transfer has been processed.

2.4 Cancelling the *contract*

We may cancel the *contract* before we start selling you *energy* if:

- a) you are not eligible for the offer we made to you; or
- b) you don't meet our credit requirements.

We will notify you if we cancel the *contract* under this paragraph.

2.5 When does the *contract* end?

The *contract* can only end under paragraphs 2.2, 2.4 and 9. Otherwise, the *contract* will continue indefinitely.

2.6 Arrangements on expiry of *energy plan*

- a) If your *contract* includes an *energy plan*, then we will let you know before your *energy plan* expires what your options are. If your *premises* are in Queensland, we will let you know between 40 and 20 *business days* before your *energy plan* expires.
- b) We may offer you another *energy plan* or a replacement contract.
- c) When your initial *energy plan* expires, if you haven't already accepted an offer from us:
 - i) your *rates* and *charges* will become the same as our then current *standing offer prices*;
 - ii) from then on, your *rates* and *charges* will change to match our *standing offer prices*; and
 - iii) we may apply another *energy plan* to those *standing offer prices*.

3. CHARGES

3.1 What you have to pay

You must pay your *energy charges*.

3.2 Your *rates*

The *rates* and any *energy plan* we initially will use to determine your *energy charges* are in your *contract confirmation*.

3.3 Changes to *rates* and *charges*

- a) We may change your *rates* if:
 - i) information used to set the *rates* detailed in your *contract confirmation* is incorrect (for example, the address of your *premises* or your meter type);
 - ii) a new meter type is installed at your *premises*; or
 - iii) your distributor changes the network tariff for your *premises*.
- b) We may change your *rates* or your *charges*, or apply a new *charge*, to reflect actual or expected changes to any of the following costs:
 - i) environment costs relating to government renewable energy, greenhouse gas reduction, energy efficiency and similar environmental schemes;
 - ii) market costs determined by *AEMO*;
 - iii) metering costs;
 - iv) network costs;
 - v) costs arising from changes in or under any *law*;
 - vi) wholesale costs and pass through charges; and
 - vii) other costs we incur in connection with the purchase or sale of energy.
- c) We may also change your *rates* or your *charges*, or apply a new *charge*, for any reason other than those in paragraphs 3.3(a) and 3.3(b).

3.4 When we'll let you know

If we change your *rates* or *charges* or apply a new *charge* we will notify you:

- a) if your *premises* are in Queensland, at least 10 *business days* before your *rates* or *charges* change or the new *charge* is applied; and
- b) otherwise, as soon as practicable, and no later than your next bill.

3.5 Waiver of exit fee

If you change retailer within 20 *business days* after you receive notice of a change to your *rates* or *charges* or of a new *charge* under paragraph 3.3(b) or 3.3 (c), we will waive any exit fee.

4. BILLS

4.1 Where and when bills are sent

- a) We will send your bills to the mailing or e-mail address you advise us of. If we do not have a valid e-mail or mailing address for you, we will mail your bills to your premises and you will be deemed to have received them. You may need to pay a *charge* for us to mail bills.
- b) We will bill you monthly if the circumstances allow it. We will always bill you at least every three months or, if you are a Victorian gas customer, at least every two months. We may change the billing period by notice to you.

4.2 Bills based on meter readings

- a) We will usually base your bills on readings of your meter and will try our best to arrange for a meter reading from your distributor at least once every 12 months.
- b) If allowed by *law*, we may base a bill on an estimate of your *energy* usage. We will show this on your bill and adjust a later bill for the difference between our estimate and your actual *energy* usage.
- c) If you ask us to, we will replace an estimated bill with one based on a meter reading. We may apply a *charge* for doing this.

4.3 You can request reviews of bills

- a) You can ask us to review your bill. We will respond in accordance with our standard complaints and dispute resolution procedures. In the meantime, we may require you to pay the bill (or some of it).
- b) you can request to have your meter or meter data tested as part of a review. You may have to pay for the cost of the test in advance if the *law* allows us to require advance payment. If the test finds that the meter or meter data is

faulty and you have paid in advance we'll refund any amount you've paid for the test. If the test finds that the meter and meter data is not faulty and you have not paid for the cost of the test in advance then we may require you to pay for the cost of the meter test.

- c) If a review uncovers an error, we will adjust the bill. Otherwise, you must pay the unpaid amount of the bill.

4.4 Overcharging

If you are overcharged, we will inform you of the overcharging and repay you the overcharged amount in accordance with the *law*.

4.5 Undercharging

If you are undercharged (which includes if you are not charged at all), we may recover from you some or all of the amount owed to us. We will let you pay us over a period matching how long we undercharged you, capped though at 12 months.

5. PAYING YOUR BILL

5.1 When and how you have to pay

- a) You must pay your *charges* by the pay-by date stated on your bill. Your bill is not paid until we actually receive the funds. If your payment is due on a non-*business day*, you can pay that amount on the next *business day*.
- b) Your bill will detail the available payment methods.
- c) If we sell you both electricity and gas we will apply payments to each account as you direct or, if you do not give us a direction, to your oldest debts first.
- d) You may pay us in advance. However, we do not pay interest on advance payments and will not refund them before the *contract* terminates.

5.2 Security deposits

Depending on your creditworthiness, you may have to pay us a *security deposit*. We will keep any *security deposit* in a separate account and pay you interest on it. We can apply any *security deposit* and accrued interest against amounts you owe us under

the *contract*. We will let you know if we do this. If we no longer need any *security deposit*, we will return the *security deposit* and interest to you.

5.3 Payment difficulties

If you cannot pay your bill or are experiencing financial hardship, let us know. We have a range of payment plans and other options that might help. We may also be able to give you information about government support.

5.4 Late payments

If we do not receive your payment by the pay-by date, we may take one or more of the following steps to recover the overdue amount and our recovery costs:

- a) apply any *security deposit* we are holding;
- b) disconnect your *premises*;
- c) ask a debt collection agency to obtain the payment from you; and
- d) rely on other rights we have under the *contract*.

6. YOUR OTHER OBLIGATIONS

6.1 How you use *energy*

In using *energy* at your *premises*, you must comply with the *law*. You must:

- a) not cause any interference within the *distribution network*;
- b) not take any supply of *energy* otherwise than from the *distribution network* or your generation facility (if you have one);
- c) not on-supply the *energy* supplied to your *premises*; and
- d) if you are a *business customer*, take reasonable steps to prevent loss on your side of the *supply point* if there are difficulties with your *energy* supply.

6.2 Meters and *supply points*

To allow the supply of *energy* to your *premises*, you must:

- a) make sufficient space available for the meter and the *supply point*;

- b) protect and not disconnect, by-pass, interfere with or damage the meter or *supply point* and promptly notify us of any problems with them;
- c) give us, your *distributor* and the meter readers, who will show you their official identification if you ask, safe, convenient and easy access to the meter and the *supply point*; and
- d) pay for any new meters you require.

6.3 Safety and emergencies

You must:

- a) maintain your *energy* installation and the appliances at your *premises* in a safe condition;
- b) ensure that any work on your *energy* installation and appliances is done by accredited electricians and registered plumbers or gas fitters;
- c) keep all vegetation, structures and vehicles at your *premises* clear of your *energy* installation;
- d) advise us or your *distributor* of any safety issues; and
- e) comply with directions from us or your *distributor*.

7. YOUR *DISTRIBUTOR*, YOUR *ENERGY* SUPPLY AND SUPPLY INTERRUPTIONS

7.1 Your *distributor*

Your *distributor* is responsible for the connection between the *distribution network* and your *premises* and for the physical supply of *energy* to your *premises* including the quality and reliability of the *energy* supplied.

7.2 Our limited role

We are an *energy* retailer and do not control the physical supply of *energy*. We can ask your *distributor* to connect your *premises* to the *distribution network*, which we will do at your request. We will also arrange for your *distributor* to physically supply *energy* to your *premises*. Except to that extent or as otherwise provided by *law*, we are not liable to you for ensuring the physical supply of *energy*.

7.3 Your *energy* supply

Electricity supplied to your *premises* may be subject to voltage and frequency fluctuations. Gas supplied to your *premises* may be subject to quality or pressure variations or deficiencies.

7.4 Supply interruptions may occur

The supply of *energy* to your *premises* may be interrupted. Examples of when supply may be interrupted include:

- a) where required by your *distributor* or AEMO;
- b) where there is insufficient *energy* or system capacity to meet the needs of all consumers;
- c) for inspection, repairs, testing, maintenance or other works; or
- d) in an emergency or for safety reasons.

7.5 Keeping one another informed about supply interruptions

- a) We will try to inform you about supply interruptions.
- b) If you let us know that your supply is interrupted, we will tell your *distributor*.

8. DISCONNECTION

8.1 When you could be disconnected

- a) Please tell us if you require a disconnection and we will arrange this through your *distributor* including any necessary meter reading and final bill.
- b) In some circumstances where the *law* allows, we may ask your *distributor* to disconnect your *premises*, including if you don't:
 - i) pay your bill;
 - ii) agree or adhere to a payment plan;
 - iii) allow access to your meter;
 - iv) pay a *security deposit*; or
 - v) use *energy* legally.
- c) If we plan to disconnect you, we will notify you beforehand, unless the disconnection is for illegal use of *energy*.

8.2 Your protections

We will observe all the protections for disconnection you have under the *law*, for example if:

- a) you are in hardship;
- b) the amounts you haven't paid are less than any minimum set under the *law* or relate to something other than *energy* we have sold you;
- c) you have raised a relevant complaint with us which is unresolved;
- d) you have an outstanding application for a concession;
- e) there is an ongoing extreme weather event; or
- f) there is life support equipment at your *premises*.

8.3 Reconnection

If we arrange to disconnect you and, within ten *business days*, you resolve the disconnection matter and pay any *charge* for reconnection, we will arrange to have your *premises* reconnected.

9. TERMINATION OF THE CONTRACT

9.1 Termination when you give us notice

You can terminate the *contract* by giving us 20 *business days'* notice. However, after the *contract* ends we will continue to sell you *energy* on the same terms until you enter into a new contract with us or transfer to another retailer.

9.2 Termination when you move out of your *premises*

- a) If you are moving out of your *premises*, you'll need to give us at least 3 *business days'* notice indicating that you wish to terminate the *contract*. You must include the date you are moving out in your notice, as well as a forwarding address to which we can send you a final bill.
- b) We will do what we can to have your meter read on the date specified in your notice, or as soon as practicable after that date if there are difficulties accessing your meter.

- c) The *contract* will terminate when you move out. However, you will still have to pay your final bill which will cover the period up until when we have read your meter.
- d) If you do not give us notice that you are moving out, the *contract* will continue after you have moved out. You will have to pay for *energy* supplied to your *premises* even if someone else is using it.

9.3 Automatic termination

The *contract* terminates automatically if:

- a) you enter into a new contract with us and we start selling you *energy* at your *premises* under that new contract;
- b) you transfer your *premises* to another retailer;
- c) we start selling *energy* at your *premises* to another *customer*;
- d) we have disconnected you and you have no reconnection entitlement; or
- e) we are no longer entitled to sell *energy* due to a *RoLR* event.

10. YOU CEASING TO BE A SMALL CUSTOMER

10.1 Let us know of significant changes

You must tell us if the amount of *energy* you use at your *premises* changes significantly, or if you cease to purchase *energy* at your *premises* principally for personal, household or domestic use.

This is because this may mean you are no longer a *small customer*.

10.2 New arrangements

If you are no longer a *small customer* at your *premises* then:

- a) we can charge you for the *energy* supplied to your *premises* at *rates* we consider are reasonably necessary to recover from you all costs we incur in connection with selling you that *energy* plus the same margin we recover from similar *customers*;
- b) we may notify you that, if you do not enter into an alternative arrangement with us within 20 *business days* of our notice, we may have your *premises* disconnected; and

- c) we are then entitled to have your *premises* disconnected and you will have no right of reconnection.

11. INFORMATION AND PRIVACY

11.1 Your details

You must make sure your details are correctly set out in your *contract confirmation* and let us know if they change.

11.2 Your historical billing information

We will give you information about your billing history for the previous two years free of charge if you request it. We may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than two years.

11.3 Life support

You must let us know if there is life support equipment in use at your *premises*. You will need to give us written confirmation from a registered medical practitioner that the equipment is required. We will pass this information on to your *distributor* and give you the emergency telephone contact number for your *distributor*.

11.4 Privacy

We will handle your personal and credit information in accordance with applicable privacy *law* and the Privacy & Credit Information Management Policy included in this booklet after these terms.

12. CUSTOMER SERVICE AND COMPLAINTS

If you have an enquiry, complaint or dispute, please contact us on 1800 038 241. We will handle your complaint in accordance with our standard complaints and dispute resolution procedures, which you can find on our website, and let you know our decision and any right you have to take the matter to the *Ombudsman*.

13. LIABILITY

13.1 We will comply with the *law*

We will comply with the *law*, unless and except to the extent a regulator excuses us from compliance.

13.2 You are responsible within your *premises*

You are responsible for how electricity is used on

your side of the *supply point* and for how gas is used on your *premises*.

13.3 Uncontrollable events

If an event outside our control occurs and we cannot meet an obligation we have under the *contract*, other than any obligation to pay money, then that obligation is suspended. You are entitled to the same relief. We will promptly notify you of any uncontrollable event which affects us and use our best efforts to overcome its effects, as you must do if you are affected.

13.4 Obligations if you are not an owner

If you cannot meet an obligation under the *contract* because you do not own your *premises*, you must use your best efforts to ensure that the owner meets that obligation.

13.5 Non-exclusion

The *contract* does not affect any limitation of liability or immunity we have under the *law*.

14. LEGAL MATTERS

14.1 Notices

- a) Unless the *law* requires us to give notice in another way, we will give you notice in writing. We may do so personally, by post, by e-mail, by fax or by a message on your bill.
- b) We will consider you to have received a notice given by post three *business days* after we posted it, by e-mail the day after we send the e-mail and by fax when our fax machine produces a report stating that the fax was sent in full.
- c) We may also send you an e-mail, SMS or other electronic communication letting you know that we are making a change or notifying you about something and where you can find more details (for example, our website).

14.2 Governing law

The *laws* of the State in which your *premises* are located govern the *contract*.

14.3 Varying the *contract*

Any variation to the *contract* must be agreed by both you and us in writing.

14.4 Transferring the *contract*

You cannot transfer the *contract* to another person without our prior written consent. We also need your prior written consent to any transfer, except that we may transfer the *contract* to a third party as part of any transfer of a substantial number of our customers to that third party. In that case we can do anything necessary to effect the transfer.

14.5 Meaning of terms

AEMO means Australian Energy Market Operator Limited ABN 94 072 010 327 or any successor body that administers the wholesale *energy* markets.

business customer means a *customer* who is not a *residential customer*.

business day means a day that is not:

- a) a Saturday or a Sunday; or
- b) a day that is observed as a public holiday on the same day in each of Victoria, New South Wales, South Australia and Queensland.

charges means *energy charges* and other *charges* payable by you under the *contract*.

contract means the contract you have entered into with us for the sale of *energy* at your *premises* as first mentioned in these terms in paragraph 1.1.

customer means a person:

- a) to whom *energy* is sold for premises by a retailer; or
- b) who proposes to purchase *energy* for *premises* from a retailer.

contract confirmation means either our offer to sell you *energy* signed by you or, if you accepted our offer over the telephone or online, the confirmation of acceptance provided to you with these terms.

distribution network means your distributor's distribution network or, if your *premises* are within an embedded network, either or both of your distributor's distribution network and the embedded network as required by the context.

distributor means the distributor that is authorised or licensed to supply distribution services through

the distribution network to which to your *premises* are connected or, if your *premises* are within an embedded network, either or both of that distributor and the embedded network operator as required by the context.

energy means either electricity or gas.

energy charges means *charges* for the *energy* we sell you.

energy plan means the initial terms on which you receive any discount or benefit as set out in your *contract confirmation*, or the subsequent terms of any discount or benefit offered or applied to you in accordance with paragraph 2.6.

generation facility means a facility at your *premises*.

GST means goods and services tax.

law means any law or regulatory or administrative document.

Ombudsman means the energy ombudsman in the State in which your *premises* are located.

premises means the premises stated in your *contract confirmation* and, if there is more than one such *premises* and as required by the context, all of them together or each of them separately.

rate means a rate we use to determine your *energy charges*. *Rates* apply before any discounts stated in your *energy plan*.

residential customer means a *customer* who purchases *energy* principally for personal, household or domestic use at premises.

RoLR event means an event that triggers the operation of a Retailer of Last Resort scheme under the *law*.

security deposit means an amount of money paid or payable as a security against non-payment of a bill.

small customer means a *customer*:

- a) who is a *residential customer*; or
- b) who is a *business customer* consuming *energy* at business premises below the relevant upper consumption level under the *law*.

standing offer prices means rates and charges we charge for *energy* under a standard retail contract (as published on our website).

supply point means the point at which your *distributor's distribution network* connects to the *energy* installation at your *premises*.

14.6 Interpretation

- a) We, us or our refers to IPower Pty Ltd ACN 111 267 228 and IPower 2 Pty Ltd ABN 24 070 374 293, trading as Simply Energy ABN 67 269 241 237.
- b) You or your refers to the person named in the *contract confirmation* as customer or, if more than one person is named, to each of those persons separately and all of them jointly;
- c) A reference to:
 - i) the singular includes the plural and vice versa;
 - ii) a document includes any variation or replacement of it; and
 - iii) costs we incur include our internal costs.
- d) The word includes is not a word of limitation. If an example is given of any thing, the scope is not limited to the example.

14.7 Inconsistencies

- a) If these terms are different to or inconsistent with the *contract confirmation*, the latter prevails.
- b) If the *contract* and the *law* are inconsistent, the *contract* prevails to the extent of the inconsistency unless the *law* provides that it must prevail.

14.8 Further terms required by the *law*

If any matter that is required by the *law* to be included in the *contract* is not expressly dealt with in the *contract*, that matter is incorporated as a further term of the *contract*.

A1. FEED-IN ELECTRICITY ARRANGEMENT

A1.1 When this feed-in electricity arrangement forms part of the *contract*

If your *contract confirmation* shows we have entered into an arrangement with you for the purchase of your *feed-in electricity*, then the terms in this *feed-in electricity arrangement* form part of our *contract*.

In this *feed-in electricity arrangement*:

environmental benefit means any renewable energy certificate under the Renewable Energy (Electricity) Act 2000 (Cth) which may be created in respect of electricity generated by the generation facility or any other benefit arising under *law* or otherwise from the generation of that electricity.

feed-in electricity means electricity generated by a generation facility and supplied into a distribution network or electricity which is generated by the generation facility, not used by you and supplied through the *supply point* into the *distribution network*, as required by the context.

feed-in electricity arrangement means the arrangement you have entered into with us for the purchase of your *feed-in electricity* as first mentioned in these terms in paragraph A1.1.

regulated feed-in tariff means a feed-in tariff we are required by *law* to offer to pay or pay for *feed-in electricity* or a credit for *feed-in electricity* we are required by *law* to allow against amounts we *charge* for electricity sold by us.

voluntary feed-in tariff means a feed-in tariff we voluntarily offer to pay or pay for *feed-in electricity*.

A2. WHAT WE DO

We agree to purchase your *feed-in electricity*.

A3. WHEN THE FEED-IN ELECTRICITY ARRANGEMENT STARTS AND WHEN IT ENDS

A3.1 When we start purchasing your *feed-in electricity*

Although the *contract* may have started, we do not start purchasing your *feed-in electricity* unless and until:

- a) you are the owner and operator of the generation facility or, if you rent your premises, you otherwise satisfy us that you can sell us your *feed-in electricity* and have provided contact details for the owner of the *premises* or the owner's agent;
- b) the generation facility is connected to the *distribution network*;
- c) you have installed a meter capable of recording your *feed-in electricity* and AEMO has allocated the meter to us; and
- d) we are satisfied with the connection and metering arrangements.

A3.2 When the *feed-in electricity arrangement* ends

Once it has started, the *feed-in arrangement* continues indefinitely. It will only end if the *contract* ends.

A4. CONNECTING THE SOLAR PV SYSTEM

A4.1 Responsibility for connection

- a) It is your responsibility to organise for your *distributor* to connect the generation facility to the *distribution network* and to effect any appropriate reassignment of your network tariff.
- b) If your *premises* are in Victoria, if you let us know you want us to do this, we will ask your *distributor* to connect the generation facility. We will do this no later than one *business day* after you give us all the documentation reasonably required by us or your *distributor*.

A4.2 Connection and metering installation charges

We will pass on to you any connection and metering installation *charges* from your *distributor* at cost and you must reimburse us for those charges.

A5. FEED-IN TARIFFS

A5.1 Types of feed-in tariff

There are two types of feed-in tariff: *voluntary feed-in tariffs* and *regulated feed-in tariffs*.

A5.2 Voluntary feed-in tariffs

- a) The initial amount of any *voluntary feed-in tariff* payable by us under the *contract* is stated in your *contract confirmation*.
- b) We may vary the amount of your *voluntary feed-in tariff*, if the *law* allows or requires us to do so. We will provide details of any *voluntary feed-in tariff variation* as soon as practicable and no later than your next bill.
- c) Any varied *voluntary feed-in tariff* will be no less than the *voluntary feed-in tariffs* included in offers for *feed-in electricity* we are making in the market at the time of the *voluntary feed-in tariff variation*.

A5.3 Regulated feed-in tariffs

- a) Based on the information provided to us, we have included in your *contract confirmation* details of the initial amount of any *regulated feed-in tariff* to which you are entitled and which is payable by us.
- b) We may vary the amount of your *regulated feed-in tariff*, if the *law* allows or requires us to do so. We will provide details of any *regulated feed-in tariff variation* as soon as practicable and no later than your next bill.
- c) We can stop paying you a *regulated feed-in tariff* for your *feed-in electricity* if you are no longer entitled to it under *law*.

A6. CREDITS AND PAYMENTS

A6.1 Credits

We will credit amounts payable to you under paragraph A5 for your *feed-in electricity* against the *charges* in your bills as follows:

- a) we will credit an amount that arises during a period in which we sell electricity to you against the *charges* in the bill that relates to that period; and
- b) if the amount that arises during that period exceeds the *charges* for that period, we will credit the excess amount against the *charges* that relates to the next billing period and any remaining excess amount against the *charges* in a subsequent bill.

A6.2 Payments

If you request, we will pay you any excess amounts. We will pay you any excess amount if the *contract* ends unless we are able to credit the excess amount against amounts you owe under another contract with us for the sale of electricity.

A6.3 No separate bills

Subject to paragraph A13.3, neither you nor we are to prepare any separate bills for your *feed-in electricity*.

A6.4 Credits based on meter readings

- a) We will usually base your credits on readings of your meter, but we can base a credit on an estimate of your *feed-in electricity* if you did not make your meter accessible or access was not possible for reasons outside our control. If we do this and we subsequently obtain a meter reading or more reliable data, we will adjust your next credit as appropriate.
- b) If you request it, we will replace an estimated credit with one based on a meter reading. We may apply a *charge* for doing this.

A6.5 Reviews

If you request it, we will review your credits on the same basis as we review bills under the *contract*.

A6.6 Adjusting your credits

- a) If we have not credited you sufficiently, we will credit you the relevant amount on the same basis we are required to repay overcharged amounts under the *contract*.
- b) If we have over-credited you, we may recover from you the relevant amount on the same basis we may recover undercharged amounts under the *contract* except that we will deduct the relevant amount from credits included in your bills.

A7. OTHER CHARGES

A7.1 Other charges

You must pay us any *charges* set out in your *contract confirmation*.

A7.2 Changes in law

We may charge you amounts that are reasonable having regard to increases in costs we incur in purchasing your *feed-in electricity* resulting from any change in *law* or change in the manner in which a regulator or other government agency officially interprets or applies the *law*.

A7.3 Deductions

We will deduct any *charges* or other amounts we are entitled to recover from you under the *contract* from the credits included in your bills.

A8. YOUR OBLIGATIONS

A8.1 The generation facility

In installing the generation facility, connecting it to the *distribution network* and supplying your *feed-in electricity* to the *distribution network*, you must comply with the *law*.

A8.2 Meters

You must pay for the meter that records your *feed-in electricity* and for its installation and maintenance.

A8.3 Safety and emergencies

You must at all times:

- a) maintain the generation facility in a safe condition;
- b) ensure that any work on the generation facility is done by properly qualified electricians; and
- c) keep all vegetation, structures and vehicles at your *premises* clear of the generation facility.

A9. ENVIRONMENTAL BENEFITS

Unless we agree to the contrary with you in writing, we do not get any *environmental benefits* generated by your generation facility from you.

A10. PROVISION OF INFORMATION

A10.1 Information we need

You must give us 15 *business days'* notice if:

- a) you cease to be entitled to any relevant *regulated feed-in tariff*; or
- b) there will or is likely to be a change to the generating capacity of the generation facility.

A10.2 Information we will give you

- a) If you request it, we will give you information about offers we are making in the market for *feed-in electricity* within 10 *business days* of your request and, if you want, in writing.
- b) We will also provide you with historical data on the generation facility and your *feed-in electricity* on the same basis as we provide historical information about electricity we have sold you under the *contract*.
- c) We will retain historical data on the generation facility and your *feed-in electricity* for at least two years, even if the *contract* has ended.

A11. DISCONNECTION

We can disconnect (or arrange for your *distributor* to disconnect) the generation facility if we are entitled to disconnect the *premises* under the *contract*. You must co-operate with and assist us (or your *distributor*) in respect of any disconnection.

A12. LIABILITY

A12.1 Title

Title to your *feed-in electricity* passes to us at the *supply point*.

A12.2 The *distributor* is your supplier

You agree and acknowledge that:

- a) it is your *distributor*, not us, who connects or connected the generation facility to the *distribution network* and who will maintain that connection;
- b) your *distributor* is responsible for taking the supply of your *feed-in electricity* into the *distribution network*;
- c) when the supply of *energy* to your *premises* is interrupted, so too will the supply of your *feed-in electricity* to the *distribution network*; and
- d) we are not liable to you in respect of any of these matters.

A12.3 You are responsible on your side of the *supply point*

You are responsible for all risks in respect of the control and use of the generation facility and of electricity on your side of the *supply point*.

A12.4 Indemnity

To the extent the *law* allows, you indemnify us against loss or damage associated with any failure by you to comply with any of your obligations under the *feed-in electricity* arrangement, the control and use of the generation facility and any electricity on your side of the *supply point*, whether or not the *contract* has ended. You will not have to do this if the loss or damage is the direct result of the negligence by us, your *distributor* or an authorised meter reader.

A13. GST

A13.1 Application

This paragraph A13 applies if:

- a) in your *contract confirmation* you have represented to us that you will supply your *feed-in electricity* to us in the course or furtherance of an enterprise that you carry on and that you are registered or required to be registered for *GST*; and
- b) the supply of your *feed-in electricity* to us is a taxable supply.

A13.2 GST

Any amount we owe you under paragraph A4 excludes any GST payable on the supply of your *feed-in electricity* to us. As well as crediting or paying you that amount, we will also credit or pay to you a further amount equal to any GST payable on the supply. We will credit or pay that further amount to you as and when we credit or pay to you the amount owed under paragraph A5, except we do not have to do so unless we can create, or have received from you, a tax invoice for the supply.

A13.3 Tax invoicing

- a) If we can, we will (and you will not) issue tax invoices in respect of the supply of your *feed-in electricity* to us. We are registered for *GST* and will notify you if we cease to be. We will combine tax invoices with your bills and include your ABN on them.
- b) If we are unable to issue tax invoices, you will issue tax invoices to us within five *business days* of a request from us.

A13.4 Definitions

Words defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this paragraph A13.

PRIVACY & CREDIT INFORMATION MANAGEMENT POLICY

At Simply Energy, we respect your privacy.

This policy explains how Simply Energy manages your personal information, credit information and credit eligibility information.

Personal information is information about you, and includes your name, address and Simply Energy account details.

Credit Information is generally information that relates to credit that you have applied for (such as loans, hire purchase agreements or other deferred debts) and includes information about the types of credit provided to you and any payments for credit that are overdue.

Credit Eligibility Information is generally credit information about you that is disclosed to us by a credit reporting body.

We are committed to complying with the Australian Privacy Principles contained in the Privacy Act 1988, Part IIIA Credit Reporting of the Privacy Act, the Privacy Regulations and the Credit Reporting Privacy Code which are designed to protect the privacy of individuals and the management of credit information and credit eligibility information. We are also committed to complying with the Spam Act 2003 (which deals with restrictions on sending emails) and the Do Not Call Register Act 2006 (which deals with restrictions on making telephone calls).

What information does Simply Energy collect?

Simply Energy is an energy retailer. We supply and sell energy and related services to households and businesses, and collect, hold, use and disclose information for this purpose.

We collect and hold personal information, credit information and credit eligibility information about you, our customer, including your name, address, date of birth and other relevant identification information. We also collect and hold information about your past energy consumption or likely future energy consumption, as well as credit information and credit eligibility information about you (including your credit history and problems meeting repayments such as defaults and judgements).

For our business customers, we collect personal information, credit information and credit eligibility information about the contact person for that customer.

We also collect and hold information about our suppliers, employees (and prospective employees) and prospective customers or business contacts.

We collect personal information, credit information and credit eligibility information in a variety of ways, including directly from you, from public sources (such as telephone directories) and from private sources (such as from credit reporting bodies, data providers, other market participants or a market operator). We may record your telephone calls with us, including for training, service quality, verification and compliance purposes.

Credit Reporting

We may request credit reports from credit reporting bodies from time to time. These credit reports contain information which assists us to assess your application for credit with us, including information about your credit history with other credit providers. Credit reporting bodies can provide credit providers with credit reports in certain circumstances, including when an individual makes an application for credit, or when a credit provider is seeking to help an individual avoid defaulting on their credit. Credit reports are designed to assist credit providers to accurately assess an individual's ability to repay credit.

To request a report from a credit reporting body, Simply Energy will provide information that identifies you.

Credit reporting bodies

We disclose information to the following credit reporting bodies:

Veda Advantage Information Services and Solutions Limited

Website: <http://www.mycreditfile.com.au/> Dun and Bradstreet (Australia) Pty Ltd

Phone: 1300 734 806

Email: PACAustral@dnb.com.au

Website: <https://www.checkyourcredit.com.au/>

Each of these credit reporting bodies is required to have a policy which explains how it will manage your personal information. If you would like to read the policies of the credit reporting bodies we disclose information to, you can click on the links provided above. If you would like more information about the way they manage your personal information, you can contact them directly.

Personal information collected on our website

We generally only collect your personal information on our website where you provide it knowingly and voluntarily (for example, by entering into a contract online, filling out a form or emailing an inquiry).

We may also collect other information about your use of the website that cannot be used to identify you, including:

- Your server address
- Your top level domain name
- The date and time of the visit
- Pages accessed and documents downloaded
- The address of any website that linked you directly to our site

How does Simply Energy use and disclose information?

We may use or disclose your personal information, credit information and credit eligibility information to supply and sell energy or provide other products and services to you, and in the administration of our business.

For example, we may disclose personal information, credit information and credit eligibility information to our agents, advisors, contractors, service providers and entities related to us (including to entities located overseas), but only for the purposes of our business. This will include disclosing personal information, credit information and credit eligibility information for the purposes of any energy market process or system (including to distributors or a market operator) and to credit reporting bodies. If you fail to make payments or you default on your obligations, we may report this information to a credit reporting body. We may also tell a credit reporting body if we suspect you have committed a serious credit infringement (for example, if you deliberately seek to evade your payment obligations).

We may also use or disclose information where required or permitted by law (for example to a law enforcement agency, a regulatory body or an industry ombudsman), to any organisation involved in a corporate reorganisation with us or considering acquiring an interest in our assets or business, or to any person or organisation for which you have given your consent (whether express or implied).

Where we provide your personal information, credit information and credit eligibility information to other parties, we take steps to ensure the other party maintains the privacy of your personal information.

We may analyse customer information so that we can manage and improve our services. We may also use your personal information, credit information and credit eligibility information to provide you information about other products and services you might be interested in, although you may opt out of receiving this information.

Disclosure of your information overseas

We may need to disclose your information, including information we receive through the credit reporting body, to organisations located overseas. These organisations are service providers which perform a range of operational and customer service functions on our behalf. We only disclose your information to these organisations when it is necessary for the services they provide. These entities are located in the Philippines and South Africa. When we disclose your information to our service providers located overseas, we take measures to ensure your information is treated in accordance with the standards that apply in Australia unless we obtain your consent not to take these measures.

Sensitive information

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, such as if you have special energy requirements or if you may be entitled to health-related rebates. We will obtain your consent before collecting, using or disclosing your sensitive information, unless required by law.

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 make limited use of cookies on our website. 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.

Employee records

Employee records are not covered by this policy.

How does Simply Energy manage information?

We do not sell or trade your personal information, credit information or credit eligibility information, although we may disclose your information to a third party in connection with a sale to that party of a debt owed by you to us. We also takes reasonable steps to ensure the security of information held by us from loss or unauthorised access, destruction, use, modification or disclosure. Access to personal information, credit information and credit eligibility information is restricted to authorised personnel.

Marketing

You have the right to request the credit reporting bodies not to use your credit reporting information for the purposes of pre-screening of direct marketing by us.

Fraud

If you believe on reasonable grounds that you have been, or likely to be, a victim of fraud, you have the right to request credit reporting bodies not to use or disclose credit reporting information about you. You can do this by contacting the credit reporting bodies directly. If you make such a request, a credit reporting body will not disclose information about you for 21 days. You can request an extension to this period if you believe you are still, or still likely to be, a victim of fraud.

How can you access your information?

You have a right to access your personal information, credit information and credit eligibility information. However, we may limit your access if access would disclose personal information about another person, or where it would disclose commercially sensitive information. If you would like to request access to your information held by us, please contact us in writing using the contact details provided below. We will seek to ensure that your personal information, credit information and credit eligibility information is accurate and complete. However, if you would like to update your details or if you believe that the information held is incorrect, please contact us in writing using the contact details below.

Complaints about privacy

If you have a complaint about how Simply Energy has handled your information, you can contact us at the address below. We will do our best to respond to your complaint within 30 days.

How to contact Simply Energy

If you have any questions about how Simply Energy handles personal information, please contact us:

Email: privacy@simplyenergy.com.au

Phone: 13 88 08

Address: PO Box 210, Balwyn VIC 3103

If you have a dispute about your credit information or credit eligibility information or about how Simply Energy handled your credit information, you can contact us:

Email: credit.privacy@simplyenergy.com.au

Phone: 1800 065 475

Address: PO Box 16016, Collins Street West VIC 8007

If you are unhappy with the resolution of your dispute you can refer the matter to:

Office of the Australian Information Commissioner
GPO Box 5218
Sydney NSW 2001

Changes to this privacy policy

We may update our privacy policy from time to time. This privacy policy was last updated on 12 March 2014.

