



Terms and Conditions for Market Retail Contracts

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, including if we do not have market contract rates for your meter type in your distribution area; or
- b) you don't meet our credit requirements to the extent permitted by *law*.

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 at end of *energy plan*

- a) If your *contract* includes a fixed term *energy plan*, then we will let you know what your options are before your *energy plan* ends in accordance with *laws*.
- b) If your *energy plan* has no fixed term, it can end in accordance with your *energy plan* terms.
- c) Regardless of whether you are on a fixed term or ongoing *energy plan*, if you don't agree to a new *energy plan* when your *energy plan* ends, your *contract* will continue without *energy plan* benefits.

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 in accordance with *laws*, which may be by a message on your 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

- a) If you are overcharged, we will inform you of the overcharging and repay you the overcharged amount in accordance with the *law*.
- b) If you become *insolvent*, we can apply any overcharged amount against amounts you owe us under the *contract* even if the amounts you owe us are not yet due and payable to the extent that we are not prevented from doing so by any *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 in accordance with *laws*.

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*. If you become *insolvent*, we can apply any *security deposit* and accrued interest against amounts you owe us under the *contract* even if such amounts are not yet due and payable. 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 10 *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

We may terminate this *contract* by giving you 20 *business' days* 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 our Privacy Policy.

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 3 *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*

We can vary this *contract* where:

- a) we give you 20 *business days*' notice of the variation; and
- b) you accept the change by not terminating the *contract*.

We may also vary the *contract* by giving you notice if we need to because the *laws* change.

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.

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.

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.

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 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 terms on which you receive any discount or benefit as set out in your *contract confirmation*.

generation facility means a facility at your *premises*.

GST means goods and services tax.

insolvent means having a receiver, manager, administrator, deed administrator, scheme administrator, provisional liquidator or liquidator appointed to you or your parent company, or you or your parent company making or publicly announcing an application for a scheme of arrangement to avoid an insolvent liquidation, or committing an act of bankruptcy or entering into any assignment, arrangement or composition with creditors.

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*.

supply start date means the date we start selling you *energy*.

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 1 *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

- a) 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.
- b) If you become *insolvent*, 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 even if such *charges* or amounts are not yet due and payable.

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 5 *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

Introduction

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 ("Simply Energy"), Simply Energy Solutions Pty Ltd (ABN 165 627 396) and their related bodies corporate (referred to throughout this policy as "we", "our" and "us" unless expressly stated otherwise, except in relation to the Credit Reporting Policy set out below where "we", "our" and "us" refer only to Simply Energy) provide renewable and non-renewable energy, energy efficiency products and services, and other related products and services.

We respect the importance of protecting personal information and we are committed to complying with the Privacy Act 1988 (Cth) ("Privacy Act"), Credit Reporting Privacy Code and any applicable privacy laws and regulations (together the "Privacy Laws").

This policy sets out the manner in which we collect, use, disclose and manage personal information. By purchasing our products and services or entering into a contract with us, you are taken to have read and agreed to the collection, use, disclosure and management of your personal information in accordance with this policy and the Privacy Laws. We may amend this policy from time to time, and we recommend that you review this policy periodically to ensure that you are updated on any changes. This policy was last updated in March 2019.

Privacy policy

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

What personal information do we collect?

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

Generally, we do not collect sensitive information about you, such as details of your race, political beliefs, religion or health.

However, you may wish to provide us with health information, for example if you have special energy requirements or may be entitled to health-related rebates. We will obtain your consent before collecting, using or disclosing your sensitive information, unless required by law to do otherwise.

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

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

How do we collect your personal information?

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

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

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

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

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

How do we use your personal information?

We use your personal information for the purpose of:

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

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

How do we disclose your personal information?

We may disclose personal information to our related bodies corporate and;

- our service providers so that they can provide on our behalf, or assist us in providing, our products and services, or provide you with products or services that you have requested directly from them;
- third parties where you have requested information, services or products from them;
- if you apply to us for credit, to CRBs, other credit providers, existing or previous suppliers of goods or services, your bank

and certain other businesses (see our Credit Reporting Policy below for further detail);

- relevant public, government or regulatory authorities, our legal representatives or other concerned parties in circumstances where we reasonably believe that disclosing your personal information is necessary to help identify, contact or bring legal action against anyone damaging, injuring, or interfering with our rights or property, users or anyone else who could be harmed by such activities; and
- where we are otherwise authorised or required by law to do so.

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

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

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

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

Do we disclose and store your personal information outside Australia?

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

How do we safeguard your personal information?

We strive to ensure the security, integrity and privacy of personal information we collect. We take reasonable steps to ensure the security of personal information held by us so as to protect your

information from unauthorised access, use, modification, destruction or disclosure. Access to personal information is restricted to authorised employees, contractors, agents and service providers, who are obliged to respect the confidentiality of any personal information held by us. We periodically review and update our security measures in light of current technologies.

Use of cookies

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

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

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

You have rights to ask for access to, or for correction of, personal information that we hold about you. For more information, please refer to our Credit Reporting Policy below.

Credit reporting policy

This policy explains how we manage your credit information and credit eligibility information, which is regulated by Part IIIA of the Privacy Act and the Credit Reporting Privacy Code.

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 identification information, basic information about your credit account, information about the types of credit provided to you, details about information requests we make about you to CRBs, information about certain overdue payments and serious credit infringements, and any other information that can be collected by CRBs.

Credit eligibility information is information equivalent to the kinds of information listed directly above that we generally collect from CRBs. This information relates primarily to your dealings with other credit providers (for example, banks, other financial institutions, or other organisations that may provide you with credit in connection with their products or services). It may also include certain credit worthiness information that we derive from the data we receive from a CRB.

What credit-related information do we collect?

We may collect credit information and credit eligibility information about you including your credit history, and information about certain overdue payments and serious credit infringements (such as defaults and judgements).

We safeguard your credit information and credit eligibility information in the ways described in our Privacy Policy under the heading “How do we safeguard your personal information?”

How do we collect and hold your credit information and credit eligibility information?

We may collect credit information about you in any of the circumstances relating to other personal information described in our Privacy Policy under “How do we collect your personal information?” We may also collect credit eligibility information about you from other credit providers.

We safeguard your credit information and credit eligibility information in the ways described in our Privacy Policy under the heading “How do we safeguard your personal information?”

How do we use and when do we disclose your credit information and credit eligibility information?

We may use your credit information and credit eligibility information for the purpose of:

- processing credit-related applications and managing credit that we provide;
- assisting you to avoid defaults;
- collecting amounts you may owe us in relation to such credit, as well as dealing with serious credit infringements (for example, if you deliberately seek to evade your payment obligations);
- assigning our debts;
- participating in the credit reporting system; and
- dealing with complaints or regulatory matters relating to credit or credit reporting.

We may disclose your credit information and credit eligibility information in accordance with the purposes described directly above to:

- CRBs (ie if you fail to meet your payment obligations to us, or you commit a serious credit infringement, in relation to consumer credit for our products or services);
- other credit providers, existing or previous suppliers of goods or services, your bank and certain other businesses;
- any organisation involved in a corporate reorganisation with us or considering acquiring an interest in our assets or business;

- as required or authorised by law (ie to a law enforcement agency, a regulatory body or an industry ombudsman);
- any person or organisation for which you have given your consent.

When we disclose your information to CRBs, including information about you in connection with your applications for, or other dealings with us regarding, such products or services, these CRBs may include such information in the credit reporting information they disclose to other credit providers to assist them in assessing your credit worthiness.

We may also use and disclose your credit information and credit eligibility information in accordance with the circumstances described in our Privacy Policy under the headings “How do we use your personal information?” and “How do we disclose your personal information?”

Do we store and disclose your credit information and credit eligibility information outside of Australia?

Some of the people and entities to whom we may disclose your credit information or credit eligibility information are based outside Australia. For more information, please refer to the circumstances described in our Privacy Policy under the heading “Do we disclose and store your personal information outside Australia?”

Which credit reporting bodies do we disclose your credit information and credit eligibility information to?

We may disclose your credit information and credit eligibility information to the following CRBs:

Equifax Pty Ltd

PO Box 964

North Sydney NSW 2059

Website: www.Equifax.com.au

Dun and Bradstreet (Australia) Pty Ltd

Telephone: 1300 734 806

Email: PACAustral@dnb.com.au

Website: www.checkyourcredit.com.au

A CRB is required to have a policy which explains how they will manage your credit-related information. You can view the policy for each CRB that we deal with at the relevant links above.

How can you exclude your credit reporting information from pre-screening for direct marketing?

Some credit providers (for example, banks and finance companies) can ask CRBs to pre-screen their direct marketing offers for

consumer credit by using credit reporting information. You have a right to ask a CRB to exclude your credit reporting information from such use. You should contact the relevant CRB directly to ask.

How can you take steps to protect your credit reporting information if you are the victim of fraud?

If you believe that you have been, or are likely to be, the victim of fraud (for example, if you think that someone is misusing your identity to apply for credit) you have a right to ask a CRB not to use or disclose your credit reporting information. You should contact the relevant CRB directly to ask. If you make such a request, a CRB 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 or correct your personal information and credit reporting information, or make a privacy complaint?

You have the right to ask for access to, or correction of, personal information and credit reporting information that we hold about you. However, we may limit your access if access would disclose personal information about another person, or where it would disclose commercially sensitive information. You also have the right to make a complaint if you believe that we have not complied with the Privacy Laws in relation to your information.

To obtain access, correct your information, make a complaint or inquire about your rights, please contact us in writing using the contact details provided below. We will acknowledge any complaints in writing as soon as practicable, and respond to any complaints or inquiries within 30 days. We may need to consult with a CRB or another credit provider to do so. If we need more than 30 days to resolve your complaint, we will advise you of the reasons for the delay and ask for your consent to extend this day period.

For personal information related concerns:

Attention: Privacy Officer

Email: privacy@simplyenergy.com.au

Phone: 13 88 08

Address: PO Box 210, Balwyn VIC 3103

For credit related concerns:

Attention: Privacy Officer

Email: credit.privacy@simplyenergy.com.au

Phone: 1800 065 475

Address: Collins Street West, VIC 8007

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

Office of the Australian Information Commissioner

Address: GPO Box 5218

Sydney NSW 2001

Telephone: 1300 363 992

Email: enquiries@oaic.gov.au

Website: www.oaic.gov.au

Do not call register

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

If you'd prefer not to hear from us about marketing, special offers or promotions, you can call us on 13 88 08 and we will add you to our Do Not Contact List. It is available to both our new and existing customers.