



## Agreement Terms

### 1 This agreement

#### 1.1 About this Agreement

- a) These terms form part of our Agreement with you for the sale of Energy. Your Agreement also includes your Energy Plan, the Details and (if relevant) any other terms and conditions (including special conditions) that may apply.
- b) If we supply you with both electricity and gas, you have two separate Agreements with us, one for your electricity and the other for your gas.
- c) Where this contract relates to gas, you can find information on the Type of Gas that may be supplied to you under this contract on your distributor's website.
- d) If we supply you at more than one Premises, then we have a separate agreement with you for each Premises.

### 2 When the agreement starts and ends

#### 2.1 When does the Agreement start?

This Agreement starts when you accept our offer to sell Energy to you, or where we are required to start or change your Energy Plan pursuant to Law. You can do this by accepting our offer to sell you Energy online or over the telephone, or by signing our offer in person and returning it to us before the offer expiry date.

#### 2.2 Cooling-off

You can cancel this Agreement during the 10 Business Day cooling-off period, which starts on the Business Day after the day we gave you a copy of the Agreement together with our disclosure statement.

To cancel the Agreement during the cooling-off period, either call us or let us know in writing by returning the withdrawal notice provided to you with these terms.

If you cancel this Agreement during the cooling off period it will be as if it never started, except where we are required to start or change your Energy Plan pursuant to Laws.

#### 2.3 When we start selling you Energy

We'll only start selling you Energy:

- a) if you are an existing ENGIE customer, from the day your Agreement starts in accordance with clause 2.1
- b) if you are moving to a new Premises (move-in customers), from the date we agree with you;
- c) if you are transferring to us from another retailer, from the date your transfer is completed.

We will not start to sell you energy until the cooling off period has expired, except where we are permitted or required to do so under the Law. If we start to sell you Energy during the cooling-off period, clause 2.2 still applies and your rights under that clause are not impacted.

#### 2.4 When does the Agreement end?

This Agreement is ongoing until you or we end it. Refer to clause 9 to find out how this Agreement can end.

#### 2.5 Energy Plans

- a) Your Energy Plan may include discounts, rebates, credits or other benefits. Some benefits continue until we or you end them; others run for a fixed or limited period.
- b) Except for one-off sign-up rebates or credits, if you are in Victoria, your Agreement with us will last as long as any discount, rebate, credit or other financial benefit under your Energy Plan lasts. This means that, when your discount, rebate, credit or other financial benefit ends, this Agreement ends too. But, if your Energy Plan includes a non-financial benefit that is for a fixed or limited term, your Agreement will continue even after that benefit ends, but without that benefit.
- c) In NSW, Queensland and SA, your Agreement with us is ongoing, and continues even after a discount, rebate, credit or any other financial or non-financial benefit under your Energy Plan ends, but without that benefit where permitted by Law.
- d) We will tell you in advance when any benefit is due to end or change, and what this means for your Agreement within the timeframes required by Law (currently no earlier than 40 Business Days and no later than 20 Business Days before the change takes effect).

### 3 Charges

#### 3.1 What you have to pay

You must pay the Charges, which are described in the Details.

#### 3.2 Charges

The Charges include:

- a) Usage charges: charges based on the amount of Energy you use.
- b) Supply charges: daily charges for supplying Energy to your Premises, regardless of how much Energy you use.
- c) Distributor charges: any amounts that your Distributor charges us for services provided at your Premises (which are not already included in other Charges), including a connection fee, disconnection fee and special meter reading fee. These amounts are set by your Distributor.
- d) Metering charges: any amounts that a Meter Service Provider charges us for metering related goods or services provided at your Premises (which are not already included in other Charges) to the extent permitted by Law.

- e) Taxes: any taxes (including GST), duties, imposts, levies, charges, costs and fees that we have to pay (directly or indirectly) when we sell and supply Energy and other goods and services to you.

#### 3.3 Other amounts

In addition to any applicable Charges, you may also have to pay us other amounts. These will also be set out in the Details.

#### 3.4 Changes to Charges

Subject to any applicable Laws, we may change your Charges, or apply a new Charge, for any reason, including if:

- a) information used to set the Charges set out in your Details is incorrect (e.g. the address of your Premises or your meter type);
  - i) a new meter type is installed at your Premises;
  - ii) you install a solar photovoltaic (PV), battery storage or other system at your Premises, or take up an offer which requires network tariff modification; or
  - iii) your Distributor changes the network tariff for your Premises.

#### 3.5 When we'll let you know

If we change your Charges, including the amount, nature and structure, or apply a new Charge, we'll let you know reasonably in advance in accordance with Laws, which may be by a message on your bill. If you are not happy with any of the changes to Charges, you can terminate this Agreement by doing any of the things in clause 9.3.

### 4 Bills

#### 4.1 Where and when bills are sent

- a) We'll send your bills to the mailing or e-mail address you tell us. If we don't have a valid e-mail or mailing address for you, we'll mail your bills to your Premises and you'll be deemed to have received them. If permitted by Laws, you may need to pay a fee for us to mail bills.
- b) We'll bill you monthly if the circumstances allow it. If not, we'll bill you at least every three months, or if you are a Victorian gas customer, at least every two months. We may need to change the billing period, but we'll notify you as required by Law.

#### 4.2 Bills based on meter readings

- a) We'll 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'll show this on your bill (and, if applicable, show that the estimate is based on your reading of the meter) and adjust a later bill for the difference between our estimate and your actual Energy usage.
- c) If you ask us to, we'll replace an estimated bill with one based on a meter reading. If permitted by Law, we may apply a fee for doing this.
- d) If you do not have a meter at your Premises, then we will base your bill on energy data that is calculated in accordance with the relevant Laws.

#### 4.3 You can ask for your bill to be reviewed

- a) You can ask us to review your bill. While we work through that (in accordance with our standard complaints and dispute resolution procedures), we may require you to pay the undisputed amount toward the bill in accordance with Laws.
- b) In asking us to review the bill, you can also ask us to have your meter tested or your meter reading or meter data checked. Where permitted by Laws, you may have to pay for the cost of the check or test if it shows that the meter or metering data was not faulty or incorrect.
- c) If a review uncovers that the bill is incorrect, we'll adjust the bill in accordance with clause 4.4. or clause 4.5 (whichever is applicable).
- d) If a review uncovers that the bill is correct, you must pay the unpaid amount of the bill.
- e) If you aren't satisfied with the outcome of the review, you can lodge a dispute with the Ombudsman.

#### 4.4 Overcharging

- a) If you are overcharged, we'll repay you the overcharged amount in accordance with the Law.
- b) No interest is payable on an amount we've overcharged.
- c) If the amount that we have overcharged you is less than \$50, we'll credit that amount to your next bill. If you have stopped buying energy from us, we'll use our best endeavors to refund you within 10 Business Days.
- d) If the amount that we have overcharged you is \$50 or more, then we'll let you know within 10 business days of us becoming aware of the overcharge and you can make a reasonable request of how you want that amount to be repaid and we'll repay you as per your request. Otherwise, we'll credit it to your next bill.
- e) The dollar thresholds referred to at 4.4c) and 4.4d) above may change from time to time depending on Laws.
- f) If you have been overcharged because of your own unlawful act or omission, then we are only required to repay, credit or refund you the amount you were overcharged in the 12 months before the error was discovered.

- g) If you become Insolvent, we can apply any overcharged amount against amounts you owe us under the Agreement even if the amounts you owe us are not yet due and payable, if permitted by Law.

#### 4.5 Undercharging

- a) If you're undercharged (which includes if you're not charged at all), we may recover from you some or all of the amount owed to us in accordance with Laws.
- b) We will not charge you interest on the undercharged amount.
- c) We will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if the undercharging occurred over a period of less than 12 months), or otherwise over 12 months.
- d) We will state the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount.

### 5 Paying your bill

#### 5.1 When and how you have to pay

- a) You must pay your bill by the Due Date. 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, at least one of which being fee free where required by Law.
- c) If we have more than one agreement with you, we may deduct from and set-off against amounts paid or payable under this Agreement (including if this Agreement has ended), any amounts paid or payable under another of your agreements with us.

#### 5.2 Payment difficulties

If you can't pay your bill or are experiencing financial hardship, let us know as soon as possible. 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. See our website or call us for more information about how we deal with financial hardship.

#### 5.3 Late payments

Where permitted by Laws, if we don't receive your payment by the Due Date, we may take one or more of the following steps:

- a) charge you a late payment fee, as set out in the Details;
- b) disconnect your Premises (subject to clause 8);
- c) ask a debt collection agency to obtain the payment from you;
- d) sell the rights to the unpaid amount to a third party who may seek to collect it from you; and
- e) rely on other rights we have under the Agreement and at Law.

### 5.4 Hardship Program – Requirements and Communication

We may communicate with you about our Hardship Programme using the contact details you give us. Further information can be found in our ENGIE Hardship Policy as set out on our website.

- a) If you agree to participate in the Hardship Programme while you hold an active account with us, you:
  - i. agree to maintain any fixed instalment plan payments agreed with us;
  - ii. agree to keep your contact details up to date and maintaining regular contact with us as reasonably requested;
  - iii. consent to ENGIE sending you electronic communications, which may include Commercial Electronic Messages, Designated Commercial Electronic Messages or other permitted messages, about our Hardship Program. You agree that these messages may not include an unsubscribe pursuant to this Agreement, as permitted under the SPAM Act 2003; and
  - iv. you acknowledge that Charges may vary in the future pursuant to this Agreement, and as permitted by Law.

### 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 let us know of any problems with them;
- c) give us, your Distributor and the meter readers, who'll 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 except where ENGIE is conducting a new meter deployment.



### 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.

### 6.4 Digital meter

If your Energy Plan includes electricity, you consent to the existing meter at your address being replaced with a digital meter as part of a new meter deployment (if you do not already have a digital meter) and waive your right to opt out of having your electricity meter replaced at your address.

## 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'll do at your request. We'll 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 or export 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) due to failure in the equipment to supply you with Energy;
- d) for inspection, repairs, testing, maintenance or other works;
- e) in an emergency or for safety reasons; or
- f) in severe weather situations or natural disasters.

### 7.5 Keeping one another informed about supply interruptions

- a) Where required by Law, we'll inform you about supply interruptions. We'll otherwise try to inform you about supply interruptions.
- b) In addition to obligations we may have under Law, if you let us know that your supply is interrupted, we'll tell your Distributor. You should also tell your Distributor.

## 8 Disconnection

### 8.1 When you could be disconnected

- a) Please tell us if you require a disconnection and we'll 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 by the Due Date;
  - ii) agree or adhere to a payment plan; allow access to your meter;
  - iii) pay a Security Deposit; or use Energy legally.
- c) If we plan to disconnect you, we'll let you know beforehand in accordance with the Law, unless the disconnection is for illegal use of Energy.
- d) We will comply with all applicable Laws when disconnecting you.

### 8.2 Your protections

We'll observe all the protections for disconnection you have under the Law, for example if:

- a) you are in hardship;
- b) you've raised a relevant complaint with us which is unresolved;
- c) you've an outstanding application for a concession;
- d) there is an ongoing extreme weather event; or
- e) 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, request reconnection and pay any charge for reconnection, we will arrange to have your Premises reconnected in accordance with applicable Laws.

## 9 Ending the agreement

### 9.1 How we can end the Agreement

We can end this Agreement immediately by giving you notice at any time before we start selling you Energy if:

- a) you're not eligible for the offer we made to you (e.g. we don't have market contract rates for your meter type in your distribution area);

- b) any information in the Details is incorrect; or
- c) you don't meet our credit requirements, to the extent permitted by Law.

**9.2** We may also end this Agreement by giving you 20 Business Days' notice, other than during any applicable limited or fixed term discount, rebate, credit or benefit period under your Energy Plan.

### 9.3 How you can end this Agreement

You can end this Agreement by:

- a) exercising your right to cancel the Agreement during the cooling-off period;
- b) transferring your Energy supply for your Premises to another retailer (the Agreement ends when the transfer is completed);
- c) entering into a new Agreement with us and we start selling you Energy at your Premises under that new Agreement;
- d) requesting us to disconnect your Premises, in which case the Agreement will end 10 Business Days after disconnection;
- e) moving out of your Premises (see below);
- f) in all other cases, letting us know you wish to end the Agreement, in which case this Agreement will end after a final Meter Reading.

### 9.4 What happens when you move

- a) If you're moving out of your Premises, you'll need to give us at least 3 Business Days' notice.
- b) You'll need to give us the date you're moving out, as well as the address where we can send your final bill.
- c) We'll do what we can to have your meter read on the date you tell us, or as soon as possible after that date if there are difficulties accessing your meter.
- d) The Agreement will end once you've moved out and you've had a final meter read for your Premises. You'll have to pay your final bill which will cover the period up until when we've read your meter.

**9.5** If you don't tell us that you're moving out, the Agreement will continue after you've moved out. You'll have to pay for Energy supplied to your Premises even if someone else is using it.

### 9.6 How this Agreement can end automatically

The Agreement ends automatically:

- a) if we start selling Energy at your Premises to another customer;
- b) if another retailer starts selling you Energy at your Premises;
- c) 10 Business Days after we have disconnected you and you have no right to be reconnected; or
- d) if we're no longer entitled to sell Energy due to a RoLR Event.



## 9.7 What happens when your Agreement ends

- a) If the Agreement ends and you continue to take supply from us, we'll continue to sell you Energy either (at our election, to the extent permitted by Law): on the terms of this Agreement without any Energy Plan benefits, on the terms of our Standing Offer, or as otherwise permitted by Law, until you enter into a new agreement with us or transfer to another retailer.
- b) The provisions of this Agreement about privacy, liability, notices, governing law, payment and Charges will survive this Agreement ending.

## 10 You ceasing to be a small customer

### 10.1 Let us know of changes

Your Distributor determines whether you're a Small Customer and we determine whether you're a Residential Customer or Business Customer. You must tell us as soon as possible if:

- a) the amount of Energy you use at your Premises changes significantly, because you may no longer be classified as a Small Customer (see clause 10.2 for more information);
- b) you're a Residential Customer and you cease to purchase Energy at your Premises principally for personal, household or domestic use (as you'll need to change to one of our business offers); or
- c) you're a Business Customer and you start to purchase Energy at your Premises principally for personal, household or domestic use (as you'll need to change to one of our residential offers).

### 10.2 New arrangements

If you're no longer a Small Customer at your Premises then:

- a) we can charge you for the Energy supplied to your Premises at the Charges 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, and we'll notify you of what these charges are as soon as possible;
- b) we may notify you that, if you don't 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 information

You must make sure the information is correctly set out in the Details and let us know of any changes.

### 11.2 Your historical billing information

We'll give you information about your billing history for the previous 2 years free of charge if you request it.

### 11.3 Life support

You must let us know if a person residing or intending to reside at your Premises requires life support equipment. You must comply with any Law that requires you to re-register as a life support customer periodically.

If you advise us of this, we're required to register those details.

We'll pass this information on to your Distributor and, following registration, give you advice and information in accordance with the Law.

You'll need to give us written confirmation from a registered medical practitioner that the equipment is required.

### 11.4 Privacy

We'll handle your personal and credit information in accordance with applicable privacy Laws and our privacy policy, which is set out here: [engie.com.au/privacy](http://engie.com.au/privacy) and may change from time to time.

### 11.5 Marketing

From time to time, we and our Related Bodies Corporate may let you know about other products and services, for up to 24 months after this Agreement ends.

If at any time you don't want to receive these offers, let us know by using the unsubscribe facility in the message or via our call centre.

We may still send you non-commercial or permitted service messages where the Law allows (for example, bills, regulatory notices, benefit-change notices and other service communications).

## 12 Customer service and complaints

If you have an enquiry, complaint or dispute, please contact us. We'll handle your complaint in accordance with our standard complaints and dispute resolution procedures, which you can find on our website. We're also happy to send you a copy if you ask. We'll let you know of the outcome and if you're not satisfied with the outcome you can take the matter to the Ombudsman. You can lodge a written complaint by completing our online contact form here: [engie.com.au/contact-us](http://engie.com.au/contact-us) or contact us at **13 88 08**.

## 13 Liability

### 13.1 General liability

You have certain rights under the Australian Consumer Law, including the consumer guarantees. Nothing in this agreement excludes, restricts or modifies, or has the effect of excluding restricting or modifying, the application of, or the exercise of rights conferred by or relating to the consumer guarantees.

Without limiting clause 13.4 and subject to Law, including any non-excludable rights and/or remedies you may have under the Australian Consumer Law:

- a) neither of us are liable to the other for Excluded Loss; and
- b) we're not liable to you for any loss or damage in connection with any act or omission of the Distributor or Meter Service Provider, except to the extent that we were in breach of contract, negligent, or caused or contributed to that loss or damage.

### 13.2 You're responsible within your Premises

You're 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 can't meet an obligation we have under the Agreement, other than any obligation to pay money, then that obligation is suspended. You are entitled to the same relief.

We'll promptly let you know 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 can't meet an obligation under the Agreement because you do not own your Premises, you must use your best efforts to ensure that the owner meets that obligation.

### 13.4 Non-exclusion

The Agreement does not affect any limitation of liability or immunity we have under the Law.

## 14 Feed-in tariffs

**14.1** If you have a solar photovoltaic (PV) system installed at your Premises and an electricity Agreement with us, we may pay you a feed-in tariff for any excess electricity your system generates and exports to the electricity grid. Your initial feed-in tariff(s) will be included in the Details.

### 14.2 There are two types of feed-in tariffs:

- a) a voluntary feed-in tariff which we pay, which may be under an Energy Plan;
- b) a feed-in tariff that we're required to pay under Law.

**14.3** If we pay you a feed-in tariff (which may be one or both of the types in clause 14.2), you'll see the amount on your electricity bill.

**14.4** For feed-in tariffs payable under Law, we may vary the amount of your feed-in tariff, and let you know about the change, in accordance with Laws. We can stop providing you with the feed-in tariff, if you're no longer eligible for the feed-in tariff, the relevant feed-in tariff scheme ends or we're allowed to do so under Law.

**14.5** If we pay you a voluntary feed-in tariff under an Energy Plan, we can vary or end the feed-in tariff in accordance with your Energy Plan and this Agreement.



14.6 If we pay you a voluntary feed-in tariff which isn't under an Energy Plan, we can vary or end the feed-in tariff at any time by notice to you in accordance with Laws.

14.7 If we've overpaid you a feed-in tariff, we may recover from you the relevant amount on the same basis we may recover undercharged amounts under this Agreement. We'll deduct any overpaid feed-in tariff amount from any feed-in tariff amounts payable under your next bill(s).

14.8 Title to the excess electricity and its benefits that you export to the grid passes to us at the Supply Point.

14.9 We can disconnect (or arrange for your Distributor to disconnect) your solar PV system if we're entitled to disconnect the Premises under the Agreement. You must co-operate and assist us (or your Distributor) in relation to any Disconnection.

14.10 You agree that:

- a) it's your Distributor, not us, who connects your solar PV system to the Distribution Network and who will maintain that connection;
- b) your Distributor is responsible for taking the excess electricity that you export to the electricity grid;
- c) when the supply of Energy to your Premises is interrupted, so too will the supply of your excess electricity to the grid; and
- d) we're not liable to you in respect of any of these matters (except to the extent that the matter relates to breach of contract or negligence by us).

14.11 You are responsible for all risks in respect of the control and use of the solar PV system and electricity on your side of the Supply Point.

14.12 Additional terms that apply to your feed-in tariff are included in the Details.

## 15 Legal matters

### 15.1 Notices

- a) Unless the Law requires us to give notice in another way, we'll give you notice in writing. We may do so:
  - i) personally;
  - ii) by post, we'll consider you've received the notice 3 Business Days after we post it;
  - iii) by e-mail, we'll consider you've received the notice by e-mail the day after we send the e-mail;
  - iv) by fax, we'll consider you've received the notice when our fax machine produces a report stating that the fax was sent in full; or
  - v) by a message on your bill.

b) We may also send you an e-mail, SMS or other electronic communication letting you know that we're making a change or notifying you about something and where you can find more details (e.g. our website).

c) If you don't choose an address for notices or we can't contact you at an address, we may send you a notice to the Premises and you'll be deemed to have received it.

### 15.2 Governing Law

The Laws of the State or Territory in which your Premises are located govern the Agreement.

### 15.3 Varying the Agreement

- a) Generally, we can vary this Agreement for any reason if we give you at least 20 Business Days' notice of the variation, unless a longer notice period is required under Law, in which case we will provide you with that longer notice.
- b) However, we can vary this Agreement without prior notice if the change is required to comply with Laws. In that case we will give you notice of the change as soon as possible after we make it.
- c) If you are not happy with any of the changes we make, you can terminate this Agreement by doing any of the things in clause 9.3.
- d) This Agreement may also be varied by agreement between you and us, which includes if you agree to add on an additional feature. The additional features available will change from time to time, and will be published online at [engie.com.au/extras](http://engie.com.au/extras). If you choose to add on another feature, then the terms and conditions applying to that additional feature will form part of the terms of this Agreement.

### 15.4 Transferring the Agreement

You can't assign, transfer or novate the Agreement without our prior written consent. Subject to Law, we may transfer, novate or assign this Agreement to any third party, any of our Related Bodies Corporate or as part of any transfer of a substantial number of our customers to a third party. We'll let you know if we do this.

### 15.5 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.

**Agreement** means the terms and conditions in this document, the Details, Energy Plan (if any) our privacy policy, direct debit terms (if you set up direct debit), disclosure statement, and any other terms you've agreed to with us.

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

**Business Customer** means a customer who is not a Residential Customer.

**Business Day** means a day that is not a Saturday or a Sunday; or public holiday in the capital city in the State or Territory of your Premises.

**Commercial Electronic Messages** has the meaning as defined in SPAM Act 2003 (Cth).

**Charges** means the charges and fees payable by you under the Agreement.

**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.

**Designated Commercial Electronic Messages** has the meaning as defined in Spam Act 2003 (Cth).

**Details** means the document entitled Details 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.

**Due Date** means the date set out in your bill by which you must pay your bill by, or such other date we agree with you.

**Energy** means either electricity or gas.

**Energy Plan** is the plan identified in your Details, which may include a discount, credit or benefit.

**Excluded Loss** means:

- a) loss of profit, revenue, or anticipated savings;
- b) financing costs;
- c) loss of access to markets;
- d) damage to credit rating or goodwill;
- e) loss of opportunity;
- f) special, incidental or punitive damages; or
- g) any loss or damage arising from special circumstances that are outside the ordinary course of things, however arising in relation to this Agreement, and regardless of the basis of the claim, except where any such claim arises from fraud, criminal conduct or willful misconduct.

**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, regulation, codes, procedures and other statutory instruments.

**Meter Service Provider** means any person who provides services, or co-ordinates services, on our behalf, or your Distributor's behalf, in connection with:

- a) the meter (including reading, installing, inspecting, altering or replacing it);
- b) meter data (including processing it and providing it to us and anyone else who may need it in relation to supplying you Energy); or
- c) your Energy supply (such as reconnection or disconnection).

**National Gas Law** means the law of that name that is applied by each participating State and Territory.

**Ombudsman** means the Energy Ombudsman in the State in which your Premises are located.

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

**Related Bodies Corporate** has the meaning given in the Corporations Act 2001 (Cth).

**Residential Customer** means a Customer who purchases Energy principally for personal, household or domestic use at their 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** means a standard retail contract whose terms and conditions are set under Law.

**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 as set out in clause 2.3.

**Type of Gas** means a primary gas specified under the National Gas Law (for example, natural gas) or a blend of primary gases (for example, a blend of natural gas and hydrogen)

## 15.6 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 ENGIE ABN 67 269 241 237.
- b) You or your refers to the person named in the Details 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) headings are for convenience only and do not affect the interpretation of the Agreement;
  - iii) a document includes any variation or replacement of it; and 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.

## 15.7 Inconsistencies

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

## 15.8 Further terms required by the Law

If any matter that is required by the Law to be included in the Agreement is not expressly dealt with in the Agreement, that matter is incorporated as a further term of the Agreement, respect of the control and use of the solar PV system and electricity on your side of the Supply Point.