

# Business Energy Terms and Conditions

## 1. What does the **Business Energy agreement** involve?

1.1 The terms and conditions applying to *your energy supply* are contained in the *TRUenergy Customer Charter* except where they are varied by the terms and conditions contained in this document. *You* agree to vary the *TRUenergy Customer Charter* to the extent set out in this *agreement*.

1.2 *You* are not eligible to enter into this *Business Energy agreement* for *your gas supply* if:

- (a) *you* consume more than 1TJ of gas per annum; or
- (b) *you* carry out commercial seed drying at *your supply address*.

1.3 *You* are not eligible to enter into this *Business Energy agreement* for *your electricity supply* if *you*:

- (a) consume more than 160MWh of electricity per annum; or
- (b) have any of the following meter types at *your supply address*: High Voltage, Sub-transmission, Capacity or Demand based, Public Lighting, Unmetered supply, Interruptible Pumping, Irrigation, Export, Nightwatch or Controlled Load C type.

1.4 If we determine that *you* were not eligible for *Business Energy* in respect of gas and/or electricity after *you* enter into this *agreement* for that fuel, we will contact *you* to advise *you* of the options *you* have. Should *you* not select any of the options presented to *you* within 28 days, *you* agree to us initiating a transfer of *your assigned meter identifier* to the *energy retailer* who was responsible for supplying the relevant fuel to *your supply address* immediately prior to *you* entering into this *agreement*.

## 2 When will **your Business Energy agreement** start?

2.1 If *you* are not an existing customer of *ours*, this *agreement* commences from the date on which *your assigned meter identifier* has been transferred to *us*, except that *you* will have some obligations if *you* end this *agreement* under clause 6.

2.2 If *you* are an existing customer of *ours*, this *agreement* commences on the date specified in *our offer* or if the date is not set out, the date we register *you* as a *Business Energy* customer.

## 3 When and what will **you** be charged?

3.1 *You* agree that we will bill *you* as set out in *your product schedule*. The product schedule sets out the charges *you* need to pay, being at least the supply charge, and *energy charges* for usage.

3.2 *You* acknowledge that at the time *you* entered into this *agreement* we did not verify the meter configuration at *your supply address* and accordingly, the charges in *your product schedule* may not be appropriate to *your usage*. *You* agree that, once we have verified *your meter configuration*, we can amend the charges *you* need to pay by providing *you* with 10 days' prior written notice.

3.3 *Your usage thresholds* detailed in *your product schedule* will increase or decrease proportionately to the number of months in *your billing frequency*.

3.4 In addition to the charges set out, *you* will need to pay any *additional retail charges* and *distributor imposed charges*. *Distributor imposed charges* will be itemised on *your account*. Any adjustments for undercharging or overcharging (where applicable) in previous billing periods will also be shown on *your account*.

3.5 *Your charges* and usage can be applied pro rata to the number of days in *your billing period*.

3.6 The *energy charges* and supply charge in clause 3.1 will be increased to take into account the full amount of any new or existing *distributor imposed charges* and/or *government imposed charges* being introduced or varied. Any such changes will be effective from the date of imposition of the new or increased charge or tax impact. We will use *our best efforts* to advise *you* of these changes by notice in writing.

3.7 In addition to *our rights* under clause 3.6, we may amend the charges *you* need to pay from time to time by providing *you* with 10 days' prior written notice. *You* may end this *agreement* by notifying *us*, subject to *your obligations* under clause 6.

## 4 Can **you** transfer **your Business Energy** to **your new address**?

4.1 If *you* notify *us* that *you* have moved and we offer *Business Energy* at *your new supply address*, *you* may continue this *agreement* at *your new supply address*. However, we may increase or decrease *your charges* under *your new agreement* to reflect the rates reasonably determined by *us* to be applicable to the new *supply address* and, if applicable, charge *you distributor imposed charges* such as a disconnection fee and/or a connection fee.

## 5 What if **you** become a credit risk?

5.1 If we consider that *you* are or have become a credit risk, we may notify *you* that we require *you* to pay *your Business Energy* accounts by a direct debit payment plan for at least 12 months from the date of *our notice*. TRUenergy reserves the right to instigate debt recovery procedures in accordance with the *regulations*.

5.2 *You* agree that if *you* access a payment plan and subsequently default in payments or are otherwise unable to pay as set out in *your account*, we may end this *agreement* by notifying *you*.

## 6 What happens if this **agreement** is ended?

6.1 If *you* end this *agreement* at any time after the *cooling off period* but before the first anniversary of commencement, *you* will need to repay any *campaign rewards*.

6.2 If we end this *agreement*, we will notify *you* of the options *you* have. Should *you* continue taking supply from *us* (and *you* have not entered into another *agreement* for the supply of *energy* to the *supply address* with *us*), the terms and conditions and charges applying to the supply and sale of *energy* will be as notified to *you* in writing.

## 7 What other general provisions apply to **Business Energy**?

7.1 **Metering Services:** We will make arrangements in relation to metering on *your behalf* to ensure the *supply address* complies with the *regulations*. *You* will be responsible for the cost of any site modifications required, any meter installation fee, and for any special meter reads that *you* request.

7.2 **Amendment:** We may amend this *agreement* from time to time. We will give *you* an opportunity to consider whether to accept the amendments or to end this *agreement*.

## 8 How do we define and interpret this **Business Energy agreement**?

Except as provided in this clause, the terms that appear in *italics* have the meaning assigned to them by the *TRUenergy Customer Charter*.

**"agreement"** or **"Business Energy"** means the terms and conditions contained in this document (incorporating the terms and conditions contained in the *TRUenergy Customer Charter* in accordance with clause 1.1) and the product schedule as amended in accordance with these terms and conditions.

**"campaign reward"** means any special reward, monetary allowance, discount or credit (to which *you* are not otherwise entitled under this *agreement*) which we offer *you*, and *you* accept, as part of any advertising or promotional campaign as a result of which we and *you* enter into this *agreement*.

**"distributor imposed charge"** means any charge applied by the *distributor* for the supply of *energy* to *you* which we are entitled to pass on to *you* under the *regulations* and which is not already included in *your energy charges* for usage in clause 3.1.

**"government imposed charge"** means any Commonwealth or State Government or *regulator* imposed taxes, charges, levies, imposts, deductions or duties, including, but not limited to a *tax event*.

**"non-winter energy"** means gas supplied between October and May inclusive in New South Wales.

**"off-peak energy"** means *energy* supplied in off-peak times specified by the *distributor* for *your supply address* (if applicable) where *your meter* has the ability to register off-peak usage.

**"peak energy"** means *energy* supplied in times other than off-peak and shoulder, and *energy* supplied in off-peak and/or shoulder times where *your meter* does not have the ability to register such usage or where such times do not apply to *your supply address*.

**"shoulder energy"** means *energy* supplied in shoulder times specified by the *distributor* for *your supply address* (if applicable) where *your meter* has the ability to register shoulder usage.

**"tax event"** means the imposition of any tax (except any income tax imposed on our profits), charge, levy, impost, deduction or duty ("tax") or change in the rate or way any tax is calculated which results in *us* being required to pay an amount that we would not otherwise be required to pay, or a change in the amount that we are required to pay under the law that applied at the date of commencement of this *agreement*.

**"winter energy"** means gas supplied between June and September inclusive in New South Wales.