

TRUenergy South Australian Default Business Contract (TRUenergy Business Now)

Terms and Conditions

1. What does the TRUenergy Business Now 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 document.*

1.2 *You are not eligible to enter into this TRUenergy Business Now agreement for your energy supply if any of the following apply:*

- (a) *you are a domestic or residential customer;*
- (b) *in respect of gas supply, if you have bulk hot water at your supply address; or*
- (c) *the meter type or applicable tariff at your supply address otherwise means you are not eligible. We may specify from time to time exclusions to TRUenergy Business Now based on meter type or availability of an applicable tariff, details of which can be requested from us.*

1.3 *If we determine that you were not eligible for TRUenergy Business Now after you enter into this agreement, we will contact you to advise you of the options you have. Should you not select any of the options provided to you within 28 days, and:*

- (a) *you were not a customer of TRUenergy immediately prior to entering into this agreement, you agree to us initiating a transfer of your assigned meter identifier to the energy retailer who was responsible for supplying energy to your supply address immediately prior to you entering into this agreement or, if this is not possible, to a TRUenergy product determined by us appropriate to your usage; or*
- (b) *if you were a customer of TRUenergy immediately prior to entering into this agreement, you agree to us transferring you to the TRUenergy product you were previously on or, if such product is no longer available, to a TRUenergy product determined by us appropriate to your usage.*

1.4 *This agreement will terminate upon the transfer of your assigned meter identifier to another TRUenergy product or to another energy retailer, except that you will still have to pay us for any energy and other charges up to the date of transfer.*

2. When will your TRUenergy Business Now 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 the product schedule or, if the date is not set out, the date we transfer you to TRUenergy Business Now.*

3. When and what will you be charged?

3.1 *You agree that you will pay the energy charges and the other charges specified in your product schedule and those charges permitted to be charged in accordance with the TRUenergy Customer Charter.*

3.2 *The tariff and the supply charge set out in your product schedule (excluding GST) applying from time to time, and payable by you, will be discounted by the amount specified in your product schedule.*

3.3 *In addition to the charges set out in this agreement and your product schedule, 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 in previous billing periods will also be shown on your account.*

3.4 *The charges payable by you under clause 3.1 may be changed to take into account the full amount of any changes to existing, or imposition of any new, distributor imposed charges or government imposed charges; and any change or variation in the tariff as applicable to your supply address or meter type from time to time. Any such changes will be effective from the date of the relevant change taking effect. We will use our best efforts to advise you of these changes by notice in writing.*

3.5 *In addition to our rights under clause 3.4, we may amend the charges you need to pay from time to time by providing you with 10 days' prior written notice. Subject to your obligations under clause 6, if we provide you notice under this clause, you may end this agreement by notifying us within 28 days of the date of our notice.*

3.6 *You agree that at the time you entered into this agreement we may not have been able to verify the meter configuration at your supply address and accordingly, the charges in your product schedule may not be appropriate to your usage. In this situation, 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. We will waive the exit fees in clause 6.1 if you end this agreement by notifying us within 28 days of the date of our notice under this clause.*

3.7 *Your usage thresholds detailed in your product schedule will increase or decrease proportionately to the number of months in your billing frequency. For example if your billing frequency is quarterly and the usage threshold is 'First 320 kWh Peak use per month', the 320 kWh will be multiplied by three to give 960 kWh per quarter and charged accordingly.*

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

3.9 *If your gas meter size is greater than 100m³, you need to pay the special supply charge as set out in your product schedule.*

4. What happens if you pay your energy bill by the due date for payment?

4.1 *If provided for in your product schedule, You will receive a discount on charges payable under clause 3.1 if:*

- (a) *your energy bill has an opening balance of \$0 and any of the following apply:*
 - (i) *you pay your most recent energy bill issued by us on or before the pay-by date. In this case, you are to pay the amount specified on your energy bill as being the amount payable if you pay on or before the pay-by date;*
 - (ii) *subject to clause 4.3(b), you are on an instalment plan and pay the agreed instalment for the most recent energy bill issued by us in full by the due date for payment. In this case, you are to pay the amount specified on your energy bill as being the amount payable if you pay on or before the pay-by date; or*
 - (iii) *you pay your energy bills issued by us by direct debit. In this case, we will debit you the amount specified on your energy bill as being the amount payable if you pay on or before pay-by date. If the direct debit fails, the amount of the discount applied will be added to the next energy bill issued by us to you as an adjustment;*
- (b) *your energy bill is in credit. In this case, the discount that would have been applicable under clause 4.1(a) will be applied as a credit to your next energy bill issued by us.*

4.2 *The discount in clause 4.1 will apply even if processing the payment of your energy bill is delayed beyond the pay-by date provided that you have paid your energy bill on or before the pay-by date.*

4.3 *The discount in clause 4.1 only applies to current charges (including GST and concessions, if any) and does not apply:*

- (a) *to any opening balance on your energy bill (that is, amounts that are in arrears) or to adjustments; or*
- (b) *if you have a payment plan with us and the outstanding amount on your energy bill has not been paid in full.*

4.4 *If we need to reissue your energy bill for any reason (other than at your request), the discount under clause 4.1 will apply to your whole reissued energy bill, even if you have already paid part of the original energy bill and only part of your reissued energy bill is outstanding.*

5. Can you transfer your TRUenergy Business Now to your new address?

5.1 *If you notify us that you have vacated your supply address and take up TRUenergy Business Now at your new supply address and in your name, we will not apply any exit fees in respect of this agreement. However, your energy charge may increase or decrease to reflect the tariff at your new supply address. We may also require you to pay any*

additional *distributor imposed charge* such as a disconnection fee or a connection fee.

5.2 If you take up *TRUenergy Business Now* at your new supply address under clause 5.1, this agreement will continue at your new supply address.

6. What happens if this agreement is ended?

6.1 Subject to clause 6.2, and unless otherwise provided in your product schedule, if you end this agreement at any time after the cooling off period but within 1 year of the start of this agreement (as determined under clause 2.1 or 2.2), an exit fee is payable by you to us. The amount of the exit fee is specified in your product schedule. The exit fee payable as specified in your product schedule is a fixed amount irrespective of when you end this agreement during the relevant year.

6.2 Exit fees may not apply to certain categories of customer as specified by us from time to time. Details of whether exit fees apply to your agreement can be requested from us.

6.3 If you end this agreement at any time after the cooling off period but within 12 months of the start of this agreement (as determined under clause 2.1 or 2.2), you will need to repay the value of any campaign rewards you have received.

6.4 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 TRUenergy Business Now?

7.1 **Metering Services:** We will make arrangements for 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 if you request any special meter reads, the cost of such meter reads.

7.2 **Amendment:** We may amend this agreement from time to time, including as permitted under the TRUenergy Customer Charter or the regulations. You provide your consent to us amending this agreement by notice. If we amend this agreement, we will provide you notice of the changes following which the amended terms will form part of this agreement.

8. How do we define and interpret this TRUenergy Business Now agreement?

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

"agreement" or "TRUenergy Business Now" means the terms and conditions contained in this document, incorporating the terms and conditions contained in the TRUenergy Customer Charter and the product schedule.

"campaign reward" means any special reward, monetary allowance, discount or credit 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.

"cooling off period" means the period of 10 business days from the date you receive your full terms and conditions, including the TRUenergy Customer Charter.

"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.

"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.

"host retailer" means the default energy retailer for your supply address;

"product schedule" means the document provided to you entitled "TRUenergy Business Now Product Schedule" (or similar), setting out details of your request for supply;

"tariff" means the amount set out in the product schedule, as varied from time to time in accordance with clauses 3.4 and 3.5, being:

- (a) the applicable tariff for your meter type as allocated by the host retailer for your supply address; or
- (b) if there is not an applicable charge at any time allocated by the host retailer, a reasonable energy charge determined by us, and published on our web site; or
- (c) for specified meter types, a reasonable energy charge determined by us, and published on our web site for a meter type similar to the specified meter.

"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.

"TRUenergy Customer Charter" means the customer charter published by TRUenergy as applicable to the State of your supply address, such charter as may be amended from time to time.