

TRUenergy Customer Charter. South Australia.

Mutual responsibility

Welcome to *your* TRUenergy Customer Charter. In this brochure we set out in plain English the responsibilities we have to *you*, our customer. It covers everything from how *you* will receive *your* account, to how *you* can receive advice on conserving *energy*. It also outlines *your* responsibilities to *us*, from maintaining easy access to *your* meter, to informing *us* if *you* change *your* address.

In short, when read in conjunction with *your* relevant TRUenergy Plan, these are the terms and conditions by which we agree to provide *you* with *energy* (“agreement”).

If *you* have any questions about the information contained in this Customer Charter, or any of the other ways we can help *you* with *your* *energy* needs, please don't hesitate to call *us*.

What's in the TRUenergy Customer Charter?

Who are the parties and what is covered by this agreement?	page 3
How does <i>your</i> <i>supply</i> <i>address</i> get connected?	page 4
What and when do <i>you</i> have to pay?	page 4
Disconnection and reconnection	page 8
How to end this agreement	page 10
Other responsibilities	page 11
What to do if <i>you</i> are not satisfied	page 12
Looking after <i>your</i> meter	page 12
In what circumstances are we not liable?	page 13
Who is liable if a force majeure event occurs?	page 13
Other rules that apply	page 14
Use of energy and illegal use	page 15
Customer agreements	page 16
Definitions of terms used in this agreement	page 16
Who to contact for further assistance	page 19

Who are the parties and what is covered by this agreement?

This agreement is between *TRUenergy* Pty Ltd of Level 33, 385 Bourke Street, Melbourne, Victoria (in this agreement referred to as “we,” “our” or “us”) and *you*, the customer to whom this agreement is expressed to apply (in this agreement referred to as “you” or “your”).

We agree to sell to *you* energy supplied to *your supply address* (by *your distributor*) and perform the other obligations set out in this agreement. In return, *you* are required to pay the amount billed by *us* under Part 2 of this agreement, and perform *your* other obligations under this agreement.

If *you* purchase electricity from *us*, *you* need to know that *we* do not operate the electricity network to which *your supply address* is connected. This is the role of *your distributor*.

You have a separate connection and supply contract with *your distributor*.

Your distributor is responsible for:

- (a) the connection of *your supply address* to the electricity network;
- (b) the maintenance of that connection;
- (c) the supply of electricity to *your supply address*; and
- (d) the quality and other characteristics of electricity.

Unless *you* negotiate a different arrangement with *your distributor*, *your* connection and supply contract will automatically come into place by operation of law.

We cannot regulate the quality or reliability of electricity supplied to *your supply address*. *You* should also be aware that electricity suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of the *supply address*;
- (b) whether *your supply address* is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of the electricity network; and
- (h) the demand for electricity at any point in time.

You should understand that unexpected fluctuations or interruptions may cause damage to *your* equipment or cause it to malfunction. We recommend that *you* give careful consideration to taking out insurance or installing devices to protect *your* equipment and property when these fluctuations or interruptions do occur.

If *you* are purchasing gas from *us*, *we* will use our best endeavours to supply gas with quality and reliability as required by the *regulations*.

Part 1: How does *your supply address* get connected?

When *you* apply for an account with *us* for the sale of *energy* at *your supply address*, we may require *you* to satisfy some pre-conditions, which are set out in the *Energy Retail Code*. We will explain any pre-conditions that may apply to *you* when *you* apply for an account with *us*.

In particular, if:

- (a) *your supply address* is not already connected to an *energy* network; or
- (b) *your* existing connection or associated equipment requires modification or upgrading, either *you* or *us* will need to make arrangements with *your distributor* about *your* connection. We can arrange for these things on *your* behalf.

Part 2: What and when do *you* have to pay?

Your obligations to pay

We will sell and bill *you* for *energy* and other related services, and arrange for the supply of *energy* to *your supply address*, and *you* will pay for the *energy* and related services supplied to *you* in accordance with the relevant charges that apply to *you*. *You* have 12 business days from the date we send *your* account to pay the total amount owing, including GST.

You must also pay *us* for any *additional retail charges*, any payment permitted or required under this agreement, or any other goods or services which *you* receive from *us*.

We will arrange for one account to be sent to *you* for each billing cycle covering amounts due to *us* and those amounts due to *your distributor*. We will arrange for payment to the *distributor*.

Your account will be in a form and contain such information as is required by the *Energy Retail Code*, including itemised information on *your* charges, the amount payable, the pay-by date, telephone numbers for billing and payment enquiries and for faults or emergencies. At *your* request we must provide *you* with reasonable information setting out the components of the charges which appear on *your* account.

What pricing applies to *you*?

Our current tariffs and charges for *energy* and other services are set out in the *price list*. Some of the tariffs and charges are regulated by law.

We will charge *you* either the price published as being relevant to *your* usage and specified by *us*, or the amount specially agreed between *you* and *us*. The pricing *you* are on depends on the purpose of *your* usage. *You* can't use the *energy* for a different purpose. We may require *you* to change to a different price applicable to *your* usage, or we may retrospectively transfer *you* if *you* haven't given *us* notice of change of usage. Where the *regulations* allow it, the prices may change from time to time.

If a price or tariff type applying to *you* changes during a billing cycle, *your* account for that billing cycle will be calculated on a pro rata basis using:

- (a) the old price or tariff type up to and including the date of change; and
- (b) the new price from that date to the end of the billing cycle.

If *you* think *you* satisfy all of the conditions applying to another tariff type or charge, *you* can ask *us* to review *your* current circumstances to see whether that tariff type or charge can apply to *you*.

Certain amounts in this agreement are (or will be) stated to be inclusive of GST. These include the amounts specified in *our price list* from time to time.

Apart from these amounts, there may be other amounts paid by *you* or by *us* under this agreement that are payments for “taxable supplies” as defined for GST purposes.

To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

Any adjustments for GST under this clause will be made in accordance with the requirements of the Trade Practices Act 1974.

What is *your* price assurance?

Some plans require *you* to purchase energy from *us* for a minimum period.

On these plans *we* have the right to charge *you* an additional retail charge as an exit fee if *you* end this agreement within a specified time of entering into this agreement.

We will waive any exit fees if:

- (a) *we* amend the charges *you* need to pay;
- (b) *you* exercise any consequential right *you* have under the terms and conditions specific to *your energy* plan to end this agreement; and
- (c) the average percentage price increase across all *our* customers in *your* retail tariff group and located within *your* distribution pricing zone is greater than the published twelve month percentage increase in the CPI applicable in the quarter immediately preceding the price increase.”

How often will *you* receive an account?

We will issue *you* an account at least every three months.

We must send the account:

- (a) to *you* at the address or email address nominated by *you*; or
- (b) to a person authorised in writing by *you* to act on *your* behalf at the address specified by *you*.

We will only place *you* on a shortened collection cycle in accordance with the *regulations*.

How can you pay your energy account?

You must pay to us the amount shown on each account by the date shown on the account as the date for payment.

You can pay the account using any of the payment methods listed on the account.

If you do not pay your account on time, we may require you to pay our reasonable costs of recovering that amount from you. If you are a business customer, you may also be required to pay interest on the outstanding amount as set out in the price list. This clause does not affect our right to arrange for your supply address to be disconnected under Part 3 of this agreement.

What assistance do we provide for account payment?

If you have difficulties paying your account, you should contact us as soon as possible. We will provide you with information about various payment options and, where applicable, payment assistance, in accordance with the Energy Retail Code.

We are required by the Energy Retail Code to identify situations where you may be experiencing difficulties in paying your account. In such cases, we will provide you with information about various payment options and, where applicable, payment assistance, in accordance with the Energy Retail Code.

As a residential customer you have a right to:

- have your financial circumstances and hardships taken into account when negotiating installment plans or other payment arrangements;*
- receive a summary on request as to how your financial circumstances and payment capacity have been assessed;*
- have your account redirected to a third person where that third person has consented in writing;*
- services that make paying your energy accounts easier – we offer you payment options and installment plans that take into account your energy needs and capacity to pay;*
- receive information on how to contact an independent financial counsellor;*
- a home energy audit (a fee may be charged for this service); and*
- receive information on various concessions and relief schemes managed by relevant government departments.*

Can you have your account reviewed?

If you disagree with the amount you have been charged, you can ask us to review your account. The review will be undertaken in accordance with the requirements of the Energy Retail Code.

If your account is being reviewed, you are still required to pay the greater of:

(a) the portion of the account which you do not dispute; or

(b) an amount equal to the average of *your* accounts in the last 12 months.

You must also pay any future accounts. *We* may recover from *you* any amount *you* have been undercharged.

Where *you* have been undercharged as a result of *our* error or the *distributor's* error, *we* can only recover the amount undercharged in the 12 months prior to *your* last account. *You* may pay this amount in instalments over the same period of time during which *you* were undercharged.

Where *you* have been overcharged, *we* must tell *you* and follow the procedures set out in the *Energy Retail Code* for repaying the money. Where the amount overcharged is \$100 or less, and *you* have already paid that amount, the amount will be credited to *your* next account, or if *you* are no longer purchasing *energy* from *us* *we* will pay *you* within 10 business days. Where the amount overcharged is more than \$100, and *you* have already paid that amount, *we* must repay within 10 business days the amount to *you* or to another person, as directed by *you*.

How do we calculate *your* account?

We will calculate at the end of each *billing cycle*:

- (a) the account for *energy* sold during that *billing cycle* (using information obtained from reading *your* meter or using an approved estimating system); and
- (b) the amount for any other services supplied under this agreement during the *billing cycle*.

The account will also include amounts due to the *distributor*.

Estimating the *energy* usage

If there is an approved estimating system or *your* meter is unable to be read for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), the amount of *energy* which was purchased from *us* at *your supply address* may be estimated by using other information (such as *your* previous accounts or *your energy* usage history, or if *you* do not have a prior *energy* usage history at that *supply address*, the average usage of *energy* by a comparable customer over the corresponding period).

When *your* meter is subsequently read, the account will be adjusted for the difference between the estimate and the actual amount of *energy* used, based on the reading of the meter.

If the meter is unable to be read due to *your* actions, *we* can bill *you* the charge in the *price list* for returning to *your supply address* to read the meter.

Is a security deposit required?

For residential customers, *we* may require a deposit as permitted by the *regulations* if *you*:

- still owe money from a previous address;
- have used *energy* unlawfully within the past two years;
- have an unsatisfactory credit rating and have not accepted an instalment payment plan when offered; or
- have refused to provide acceptable identification to *us* as set out in the regulations.

For business customers, *we* may require a deposit as permitted by the *regulations* if *you*:

- do not have a satisfactory *energy* account payment record; or
- *you* have an unsatisfactory credit rating.

If *you* do not pay a security deposit upon request, *we* may disconnect *your energy* supply.

Use of *your* security deposit

Where *you* have paid a security deposit, *we* must pay *you* interest on the deposit at a rate and on terms required by the *Energy Retail Code*.

We may use *your* security deposit, and any interest earned on the security deposit, to offset any amount *you* owe under this agreement or to *your distributor*:

- (a) if *you* fail to pay an account and, as a result, *we* arrange for the disconnection of *your supply address*; or
- (b) in relation to a final account (ie. the account *we* issue when *you* stop buying *energy* from *us* at *your supply address*).
- (c) If *you* are purchasing *energy* for business use, *we* may request that *you* increase the amount of *your* security deposit in accordance with the *Energy Retail Code*.

How do we manage credit and debt collection?

We may seek to carry out a credit check on *you* and use the information to establish *your* credit rating. *Our* credit management and debt collection processes are in accordance with the *regulations*. In line with the *regulations*, *we* may report an overdue payment to a credit reporting agency.

We will not start legal action to collect money owing while *you* are making payments according to an agreed arrangement. If a payment *you* make is dishonoured (eg. where a cheque or credit card payment is not honoured), and *we* incur a cost as a result, *you* must reimburse *us* that cost.

Part 3: Disconnection and reconnection

Why would we disconnect *you*?

Subject to *us* satisfying the requirements in the *Energy Retail Code*, *we* can arrange for the disconnection of *your supply address* if:

- (a) *you* do not pay *your* account by the last day for payment and, in the case of residential customers, *you* refuse to agree to an instalment plan or payment option offered by *us*;

- (b) *you* fail to comply with the terms of an agreed instalment plan or payment option;
- (c) *you* use *energy* illegally or breach Part 11 of this agreement;
- (d) *we* are otherwise entitled or required to do so under the *Energy Retail Code* or by law.

Compliance with the *Energy Retail Code*

We must comply with the provisions of the *Energy Retail Code* (such as giving *you* the required notices and warnings) before arranging for the disconnection of *your supply address*.

Despite anything else in this agreement, *your energy supply* may be disconnected or interrupted for the following reasons:

- for health and safety reasons;
- for maintenance;
- in an *emergency*;
- at the direction or request of a *regulator*;
- if *you* are using *energy* in a way that doesn't meet the *regulations*; or
- if this agreement has terminated and *we* are permitted to by the regulations.

Are there times when *you* can't be disconnected?

- If *you*, or someone living with *you* depends on a life support machine or approved medical exemption;
- If *your* formal complaint to the Energy Industry Ombudsman of South Australia directly related to the reason for disconnection, remains unresolved;
- If *your* application for assistance from concession, rebate or grant agencies has not been decided;
- For failing to pay *us* for something other than *energy*;
- After 3pm Monday to Thursday; on a Friday; on a weekend; a public holiday, or on the day before a public holiday; except in the case of a planned interruption or other reasons as required by *your distributor*.

If *you* are disconnected, when will *we* reconnect *your energy supply*?

If *you* request *us* to arrange reconnection of *your supply address* and *you* pay to *us* all of *our* and the *distributor's* reconnection charges in advance, *we* will arrange for the reconnection of *your supply address*. *We* may refuse to arrange reconnection and terminate *your* agreement with *us* if *we* are allowed to do so under the *Energy Retail Code* (such as where the circumstances leading to *your* disconnection have not been fixed within a period of 10 business days after the date on which *you* were disconnected).

A reconnection fee may be charged. If *you* are an electricity customer and contact *us* by 4pm on a business day or if *you* are a gas customer and contact *us* by 3pm on a business day, *we* will reconnect *your supply address* that day. After 4pm or 3pm (depending on the fuel *you* contact *us* about) and before 9pm on a business day, *you* can still be reconnected that day for an after-hours reconnection fee.

Part 4: How to end this agreement

Is there a cooling off period?

For new customers, once *you* have entered this agreement, *you* have the right to cancel it in writing within 10 business days. *You* may cancel the agreement within 10 business days by providing *us* with notice which clearly indicates *your* intention to cancel. If *you* have consumed *energy* or other services during that time, *you* will have to pay *us* for it.

How can *you* end this agreement?

Where *you* are not vacating *your supply address* and wish to terminate this agreement *you* must give *us* at least 20 business days' notice.

You must give *us* at least 3 business days' notice of *your* intention to vacate *your supply address*, together with a forwarding address for *your* final account. When *we* receive the notice, *we* must use *our* best endeavours to arrange that the meter is read on the date specified in *your* notice (or as soon as possible after that date if *you* do not provide access to *your* meter on that date) and send a final account to *you* at the forwarding address stated in *your* notice. If *you* do not provide the required notice, or if *you* do not provide access to *your* meter, *you* will be responsible for all *energy* purchased at the *supply address* until:

- (a) *we* become aware that *you* have vacated *your supply address* and *your* meter has been read; or
- (b) *you* give *us* the required notice; or
- (c) someone else commences to purchase *energy* from *us* or another retailer for that *supply address*.

If *you* have entered into an agreement to purchase *energy* for a minimum period, *you* will need to pay *us* an *additional retail charge* if *you* wish to end the agreement earlier, unless prevented by the regulations. If *you* wish to transfer, this agreement will remain in place until *you* have successfully transferred.

How can *we* end this agreement?

We may terminate this agreement immediately if, having breached this agreement, *you* have been disconnected and *you* no longer have the right to be reconnected, or under the terms of any specific agreement with *you*.

What effect does a last resort event have?

This agreement will terminate immediately in the event that *we* are no longer entitled to sell *energy* to *you* because of a *last resort event*. Upon the occurrence of a *last resort event*, *we* will, within 1 business day, provide *your* details to the retailer appointed to *your supply address*.

What effect does ending this agreement have?

We will not have an obligation under this agreement to sell *you energy*, but *you* will need to pay any outstanding debts. The ending of this agreement doesn't change any rights and obligations that accrued at the time of the termination, and the operation of other clauses continue. For example, *you* will still need to provide access to *your supply address* to allow access for the removal of the meter.

Part 5: Other responsibilities

What are *your* other obligations?

You need to:

- apply for *energy*;
- pay any charges including connection and reconnection charges by the pay-by date;
- provide *us* with acceptable identification, contact details and the details of the property owner or agent, where the *supply address* is a rental property;
- provide the information necessary for *energy* to be connected at *your supply address*;
- tell *us* as soon as possible if *your* contact details change;
- tell *us* if someone else is responsible for paying for *energy*; and
- make sure *you* don't take more *energy* than is allowed by *your distributor* for *your supply address*.

What additional information can *you* request?

By contacting *our* customer service centre *you* can receive:

- information on *your* supply;
- accounts and information on how *you* can pay;
- typical running costs of appliances;
- *your energy* usage and how to save money on *your energy*;
- a copy of the *Energy Retail Code* and this Customer Charter, including a large print version;
- advice on pricing;
- historical billing information for *your supply address* for up to the last two years or for such lesser period that *you* have been *our* customer (a fee may be charged for additional or multiple requests);
- a language interpreter service;
- advice on the availability of independent financial and other relevant counselling;
- information on concessions, rebates or grants available to residential customers;
- advice on how to improve *energy* efficiency;
- *our* range of published prices;
- *our* additional retail charges;
- information on network charges; and
- information on *our* market contract prices.

Appointments

We will do *our* best to be on time for any appointment with *you* and will comply with any relevant regulatory requirements.

Part 6: What to do if you are not satisfied

We try hard to ensure that problems don't arise. The good news is that when problems do arise, we have a clear and simple way to resolve them. We want you to tell us about your problem and we will make every effort to resolve it immediately at your initial contact. We will continue to work with you until the problem is resolved to your satisfaction.

Where concerns remain, your problem will be referred to our Customer Relations Unit, which will review the case and notify you of a decision. Some matters, such as supply quality problems, will have to be referred to a distributor and may take a longer time to resolve due to their technical nature. We will advise you where there is likely to be a significant delay in investigating your problem, provide you details of when we expect to have a resolution and how to contact us in the meantime. In all cases you should talk to us first. It speeds resolution and allows timely review of the matter, allowing us to make improvements for the benefit of all our customers. In the event that you are still not satisfied, you can refer your problem – free of any charge – to the Energy Industry Ombudsman of South Australia.

Part 7: Looking after your meter

What do we do to connect you?

If you have applied for connection, we will ask your distributor to connect your supply address as soon as possible.

What is your NMI or MIRN?

Your NMI or MIRN is a unique number on your property that identifies your energy meter. If you switch retailers you must quote your NMI or MIRN. It will appear on your energy account.

What should you do if you think that your meter is faulty?

You may ask us to test the meter at your supply address. If the meter is recording correctly within the regulations, you will be charged for the test. We may ask you to pay this charge in advance.

What do you need to know about property access and meter responsibility?

You must allow safe and convenient access to your supply address for the purposes of reading the meter.

We must have safe, convenient and unhindered access to your premises to install, remove or inspect the meter, connect or disconnect the supply, inspect or test the meter installation, prune or clear vegetation, and undertake repairs or maintenance. Our representatives must always carry or wear official identification and show it to you on request.

Where there is something at *your supply address* that may be a danger, *you* must inform *us* and take action to minimize the danger to *our* representatives. *You* must keep the meter safe from hazards and interference. *You* do not own the meter or any part of the *energy* distribution system.

Part 8: In what circumstances are we not liable?

The Trade Practices Act 1974 (Cth) and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.

Unless one of these laws requires it, *we* give no condition, warranty or undertaking, and *we* make no representation to *you* about the condition or suitability of *energy*, its quality, fitness or safety, other than those set out in this agreement.

Any liability *we* have to *you* under these laws that cannot be excluded but that can be limited is (at *our* option) limited to:

- (a) providing equivalent goods or services provided under this agreement to *your supply address*; or
- (b) paying *you* the cost of replacing the goods or services provided under this agreement to *your supply address*, or acquiring equivalent goods or services.

So far as the law allows, *we* are not liable for any loss or damage *you* suffer (whether due to negligence or otherwise), because of the *energy* *we* sell to *you* under this agreement.

In particular, *we* are not liable for any loss or damage *you* may suffer because:

- (a) there is a failure of *energy* supply, or there is a defect in the *energy* supplied (however caused); or
- (b) some characteristic of the *energy* (for example, voltage or frequency) makes it unsuitable for some purpose.

This Part 8 applies in addition to, and does not vary or exclude, the operation of section 78 of the National Electricity Law.

This Part 8 survives the termination of this agreement.

When can we claim indemnity from you?

You must indemnify *us* for any breach by *you* of this agreement or *your* negligence to the maximum amount which *we* are entitled to be compensated under the common law (including in equity) or statute for *your* breach or negligence.

Part 9: Who is liable if a force majeure event occurs?

If but for this Part 9, either party would breach this agreement due to the occurrence of a *force majeure event*:

- (a) the obligations of the party under this agreement, other than any obligation to pay money, are suspended to the extent to which they are affected by the *force majeure event* for so long as the *force majeure event* continues; and

(b) the affected party must give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.

For the purposes of this clause, if the effects of a *force majeure event* are widespread we will be deemed to have given *you* prompt notice if *we* make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

Either party relying on this clause by claiming a *force majeure event* must use its best endeavours to remove, overcome or minimise the effects of that *force majeure event* as quickly as practicable.

Nothing in this clause will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

Nothing in this Part 9 varies or excludes the operation of section 78 of the National Electricity Law.

Part 10: Other rules that apply

Are there other rules that apply to this agreement?

This agreement is subject to any *regulations*, and *you* and *we* both agree to comply with all requirements in the *regulations*, except to the extent modified by *your* agreement with *us* where that is permitted by the *regulations*. *You* must co-operate with *us* and the *distributor* in the exercise of their powers, rights or obligations under this agreement or the *regulations*.

In particular, the *Energy Retail Code* sets out *our* obligations to *you*, and *your* obligations to *us*. This agreement is subject to any minimum requirements set out in the *Energy Retail Code*, and will be amended automatically. It should be read as if this agreement has changed to reflect any changes occurring in the *Energy Retail Code* from time to time. This agreement cannot be inconsistent with the *Energy Retail Code*, and if it is, the relevant term and condition is void, and the term or condition of the *Energy Retail Code* is deemed to form part of this agreement in its place. *We* will provide *you* with a free copy of the *Energy Retail Code* upon request.

What happens if you have special medical needs?

If a person residing at *your supply address* requires an approved life support system, and *you* provide *us* with confirmation of this from a medical practitioner or a hospital, *we* will make special arrangements to ensure *your supply* is not disconnected and give *you* an emergency telephone contact number.

You must give us notice if the person requiring the life support equipment vacates your supply address or no longer requires the life support equipment.

Information we need and how we use your information

You must provide us with all information we reasonably require for the purposes of this agreement. All information must be correct.

You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying energy changes).

We comply with the standards of collection, disclosure and access of personal information detailed in the Privacy Act 1998 (Cth). We collect your personal information where it is related to one or more of our business activities. This collection will always be by lawful means and the purpose of the collection shall always be clear and explicit.

As a general rule, we must keep your information about you confidential.

We may, however, disclose information about you:

- (a) if required by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent; or
- (d) to your distributor or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of a meter and billing.

Further information on privacy matters can be obtained by applying in writing to:

The Privacy Officer
TRUenergy Australia
Locked Bag 14060
Melbourne 8001

or visit us at www.truenergy.com.au/home/privacy.asp

How can this agreement be transferred?

We may assign this agreement to another party in the event that we sell all or substantially all of our retailing business. We will give you notice of this. Otherwise we will only assign your agreement with your consent. You need to get our consent if you want to assign this agreement.

Part 11: Use of energy and illegal use

You must not:

- (a) allow energy purchased from us to be used other than at the supply address and in accordance with this agreement or the *Energy Retail Code*;

- (b) use at the *supply address* energy purchased for use at another address;
- (c) sell energy to any other person except in accordance with a licence issued by the *Commission* or with an exemption granted under the Electricity Act 1996 (SA) or Gas Act 1997 (SA) as may be applicable;
- (d) tamper with, or permit tampering with, the meter or associated equipment;
- (e) allow energy supplied to the *supply address* to bypass the meter;
- (f) give us false information about which tariffs and charges should apply to you; or
- (g) use energy sold under a specific tariff to be used for a purpose other than as contemplated by that tariff.

If you have committed one of these illegal acts, we may, in accordance with the *Energy Retail Code*:

- (a) estimate the amount of the energy so obtained and bill you for that amount;
- (b) recover that amount from you; and
- (c) request your distributor to disconnect your supply address immediately.

Part 12: Customer agreements

Who is a Market Contract Customer?

You may choose to sign a market contract with an energy retailer in which there are some differences to the terms and conditions in this Customer Charter. The market contract will begin after we have received your explicit informed consent and will end according to conditions specified in the terms and conditions. Market contracts are not required to be published and are not approved by the government.

Who is a Default Contract Customer?

If you take supply of energy at a supply address after 1 January 2003 without first entering into a supply contract for that supply address with us or another retailer, and we were the last retailer to have a supply contract with a customer for the sale of energy for that supply address, you are a default contract customer of ours.

The terms and conditions governing our sale of energy to you are provided in our default customer contract which is published in the government gazette.

How do we send notices to each other?

We may give each other notice in writing only. They may be delivered by hand, by fax, by mail or by email to the address last notified to each other. Also we may give notices by publishing the notice in a newspaper circulating generally in South Australia.

Part 13: Definitions of terms used in this agreement

"additional retail charges" means a charge relating to the supply and sale of energy by us to you other than a charge based on the price applicable to you. To avoid doubt, any network charge or other charge relating to the supply, but not sale, of energy to your supply address is not an additional retail charge, such as any charges levied by the distributor and approved by the Commission.

"Commission" means the Essential Services Commission established under the Essential Services Commission Act 2002 (SA).

"distributor" means the entity who owns or operates the distribution system through whose network *your supply address* is provided with *energy*.

"Energy Retail Code" means the Code made by the *Commission* relating to the sale of *energy* to certain customers, including *you*.

"emergency" means an emergency or intervention in the market or direction requiring interruption, curtailment or disconnection due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys, damages or threatens to destroy or damage any property, or anything which *we*, the *distributor* or the *regulator* or any authority under the *regulations* considers to be an emergency in their absolute discretion.

"energy" means electricity and/or gas that *we* supply *you* with.

"force majeure event" means an event outside the control of *us* or *you*.

"last resort event" means an event which triggers the operation of our last resort scheme approved by the *Commission*.

"NMI" means the national meter identifier for electricity meters.

"MIRN" means the meter installation reference number for gas meters.

"price list" means *our* list of current tariffs and charges applying to *you* from time to time.

"regulations" means any acts, rules, regulations, guidelines, licences or codes, including the *Energy Retail Code* and the like, that regulate the parties or the *energy* industry in South Australia as varied or replaced from time to time.

"regulator" means any body with whose directions or requests *we* or other parties are required to comply under the *regulations*.

"supply address" means the address for which *you* have agreed to or are deemed by the *regulations* to purchase *energy* from *us*.

"TRUenergy," "us," "our," "ours," or *"we"* means TRUenergy Pty Ltd (as the case may be).

"You" (or *"your"*) means the person who has accepted (or has been deemed to have accepted) this agreement, including any preceding versions of this agreement,

and *you* are a market contract customer or a default customer provided that:

- if *you* are an electricity customer, *you* consume less than 160 MWh/year;
- if *you* are a gas customer, *you* consume less than 5TJ/year.

In this agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of any part of this agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any government agency and vice versa, and that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (e) an event which is required under any term or condition set out in this agreement to occur on or by a stipulated day which is not a business day may occur on or by the next business day;
- (f) *we* are not in a position to connect, disconnect or reconnect the system at *your supply address* to a *distributor's* distribution system. A reference in a term or condition set out in this agreement to *us* connecting, disconnecting or reconnecting *you* is to be construed in accordance with the *Energy Retail Code*;
- (g) a reference to any party, authority, agreement, document, legislation, regulation, code or anything similar includes any successor to that person, authority or item;
- (h) if the customer consists of more than one person, each person is jointly and severally bound by the obligations under the terms of this agreement; and
- (i) where this agreement requires or permits *us* to perform an action or to use confidential information, then *we* may perform the action or use the confidential information through an agent, contractor or a related company.

We, as *your* retailer, and *you*, as *our* customer, agree to comply with any applicable requirements of any codes or guidelines issued by the *Commission* from time to time.

The laws of South Australia govern this contract.

Who to contact for further assistance

If *you* have a query or a complaint relating to the sale of *energy* by *us* to *you*, or this agreement generally, *you* may contact *us* as follows (as updated and notified to *you* from time to time).

TRUenergy

Customer service and account enquiries:133 466

Supply and maintenance (24hrs):131 366

Faulty street lights:1800 676 043

Telephone interpreter service:131 450

TTY (for hearing impaired customers):1300 368 536

Locating your network provider:133 466

Energy Industry Ombudsman of South Australia

GPO Box 2947, Adelaide, South Australia, 5001

Freecall (from Australia):1800 665 565

Free fax (from Australia):1800 665 165

Overseas Call:61 8 8216 1888

Overseas Fax:61 8 8216 1844

www.eiosa.com.au

Essential Services Commission of South Australia

GPO Box 2605, Adelaide, South Australia, 5001

Phone:08 8463 4444

Fax:08 8463 4449

www.escosa.sa.gov.au

Family and Youth Services

Locations throughout South Australia. Refer to your White Pages for contact details.

TRUenergy Pty Ltd

ABN 99 086 014 968

Level 33, 385 Bourke Street

Melbourne, VIC 3000

Enquiries: 133 466

www.truenergy.com.au

