

TRUenergy South Australian Default Residential Contract (TRUenergy Go Easy)

Terms and Conditions

1. What does the TRUenergy Go Easy 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 *TRUenergy Go Easy agreement* for *your energy supply* if any of the following apply:

- (a) you are not a *domestic 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 Go Easy* 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 Go Easy* 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 Go Easy 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 Go Easy*.

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 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.

3.3 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* and/or *government imposed charges* being introduced or varied; and any change or variation in the *regulated 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.

3.4 In addition to our rights under clause 3.3, 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.

3.5 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.

3.6 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.

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

4. What happens if you pay your energy bill by the pay-by date?

4.1 You will receive a discount of 3%, more if specified in your *product schedule*, on the current charges payable under clause 3.1 if:

- (a) your *energy bill* has an opening balance of \$0 and you pay the current charges on 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;
- (b) your *energy bill* is in arrears and you pay the amount in arrears on or before the pay-by date on your most recent *energy bill*. In this case, you are to pay the amount for the current charges specified on your *energy bill* as being the amount payable if you pay on or before the pay-by date;
- (c) 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;
- (d) your *energy bill* is in credit. In this case, the discount that would have been applicable will be applied as a credit to your next *energy bill* issued by us; or
- (e) you have a *TRUenergy Budget EasyWay* payment plan (or another similar payment plan) and pay the specified instalment for the most recent *energy bill* issued by us in full by 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.

4.2 The following conditions apply to the discount under clause 4.1:

- (a) the discount only applies to current charges (including GST and concessions, if any);
- (b) the discount does not apply to any opening balance on your *energy bill* (that is, amounts that are in arrears) or to adjustments;
- (c) the discount applies 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;
- (d) the discount does not apply if you have a *dual fuel agreement* with us;
- (e) any amount you pay towards your *energy bill* will be applied to any opening balance on your *energy bill* before it is applied to current charges. The amount of the discount will be determined based on the current charges only; and
- (f) if we need to reissue your *energy bill* for any reason (other than at your request), the discount 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 Go Easy to your new address?

5.1 If you notify us that you have vacated your *supply address* and take up *TRUenergy Go Easy* at your new *supply address*, your *energy charge* may increase or decrease to reflect the *regulated tariff* at your new *supply address*.

6 What happens if this *agreement* is ended?

6.1 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 Go Easy*?

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* and/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 Go Easy 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 Go Easy" means the terms and conditions contained in this document, incorporating the terms and conditions contained in the *TRUenergy Customer Charter* and the *product schedule*.

"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 Go Easy Product Schedule" (or similar), setting out details of *your* request for *supply*;

"regulated tariff" means the amount set out in the *product schedule*, as varied from time to time in accordance with clauses 3.3 and 3.4, 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*, based on the most recent determination or published charge in effect for supply of *energy*; or
- (c) for specified meter types, a reasonable *energy* charge determined by *us*, based on the most recent determination or published charge in effect 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 State of *your* *supply address*, such charter as may be amended from time to time.