

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 *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 *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*.

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

"tariff" means the amount set out in the *product schedule*, made up of the supply charge and applicable usage charges, reflecting *our* standing offer tariffs (published on *our* website and in the Government Gazette), as varied from time to time in accordance with clauses 3.3 and 3.4.

"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.