

TRUenergy Customer Charter. Queensland.

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 *electricity*. 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 *electricity* ("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 electricity* needs, please don't hesitate to call *us*.

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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* *electricity* 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.

Unless otherwise agreed with *you*, this is the entire agreement between *you* and *us*. *You* and *we* have a right or obligation to one another on the basis that the provisions of the *Electricity Industry Code*, except where the *Electricity Industry Code* allows *us* to vary its provisions, forms the basis of the terms and conditions of this agreement. Where we have not expressly dealt with a subject in the *Electricity Industry Code* or where a subject is dealt with in more detail in the *Electricity Industry Code*, except where the *Electricity Industry Code* allows *us* to vary its provisions, the rights and obligations contained in the *Electricity Industry Code* are incorporated into this agreement.

This agreement cannot be inconsistent with the *Electricity Industry Code*, and if it is, the relevant term and condition is void, and the corresponding term of the *Electricity Industry Code* is deemed to form part of this agreement in its place. We will provide *you* with a free copy of the *Electricity Industry Code* upon request.

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:

- the connection of *your supply address* to the *electricity* network;
- the maintenance of that connection;
- the supply of *electricity* to *your supply address*; and
- 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:

- the location of the *supply address*;
- 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.

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

When *you* apply for an account with *us* for the sale of *electricity* at *your* supply address, we may require *you* to satisfy some pre-conditions, which are set out in the *Electricity Industry 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 *electricity* 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 *electricity* and other related services, and arrange for the supply of *electricity* to *your* supply address, and *you* will pay for the *electricity* 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 *Electricity Industry 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.

Under Queensland law, *you* are required to pay a community ambulance cover levy to the Queensland Government and we are required to bill and collect that levy from *you* as the agent of the Queensland Government. This levy will appear on the accounts we send *you* and will be included in the total amount *you* must pay to *us*. Any payment *you* make to *us* for an *electricity* account must be applied first by *us* to pay the levy to the Queensland Government and the amount applied to the levy will not reduce the amount owing to *us* for *electricity*.

What pricing applies to *you*?

Our current tariffs and charges for *electricity* and other services are set out in *our* price list.

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 *electricity* 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.

How often will *you* receive an account?

We will issue *you* an account at least every three months, unless we agree otherwise with *you*.

We must send the account:

- (a) to *you* at the 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 electricity 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 *your* 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*. *You* may also be required to pay additional charges. 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 *Electricity Industry Code*.

We are required by the *Electricity Industry Code* to have credit management processes in place to assist *us* to identify situations where *you* may be experiencing difficulties in paying *your* account. In such cases, *we* will provide *you* with information including various payment options and, where applicable, payment assistance, in accordance with the *Electricity Industry Code*.

As a residential customer *you* have a right to:

- have *your* financial circumstances and hardships taken into account when negotiating instalment plans or other payment arrangements;
- how *you* may reduce *your* electricity costs;
- advice on typical running costs of major domestic appliances;
- have *your* account redirected to a third person where that third person has consented in writing;
- services that make paying *your* electricity accounts easier – *we* offer *you* payment options and installment plans that take into account *your* electricity needs and capacity to pay;
- receive information on how to contact an independent financial counsellor;
- how, from whom and at what estimated cost *you* may arrange an *electricity audit* of *your* home; 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 *Electricity Industry 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 the date *you* are notified of the undercharging.

You may pay the amount undercharged in instalments over the same period of time during which *you* were undercharged but not more than 12 months.

Where *you* have been overcharged, *we* must tell *you* and follow the procedures set out in the *Electricity Industry Code* for repaying the money. Where *you* have already paid that amount, the amount will be credited to *your* next account, or otherwise paid to *you* in accordance with *your* reasonable request. If *you* are no longer purchasing *electricity* from *us* *we* will pay *you* within 10 business days.

How do we calculate your account?

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

- (a) the account for *electricity* sold during that *billing cycle* (using information obtained from reading *your* meter or using any method *we* agree with *you*); 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 electricity usage

If *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 *electricity* which was purchased from *us* at *your* supply address may be estimated by using other information in accordance with the *regulations*. When a bill is not based on an actual meter reading, *we* will publish a notice on a prominent location on that bill advising that the bill is based on an estimate.

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

If the meter is unable to be read due to *your* actions and we incur a cost for returning to *your supply address* to read the meter, *you* must reimburse *us* that cost as well as any fee *we* charge to cover *our* administration costs.

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 and have refused to make arrangements to pay that debt;
- have used *electricity* unlawfully within the past two years;
- have no credit history or an unsatisfactory credit history and have not accepted an instalment payment plan when offered; or
- are a new customer and 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 *electricity* account payment record; or
- have an unsatisfactory credit rating.

If *you* do not pay a security deposit upon request, *we* may disconnect *your electricity* 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 *Electricity Industry 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* vacate the premises or stop buying *electricity* from *us* at *your supply address*).

If *you* are purchasing *electricity* for business use, *we* may request that *you* increase the amount of *your* security deposit in accordance with the *Electricity Industry 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 as well as any fee *we* charge to cover *our* administration costs).

Part 3: Disconnection and reconnection

Why would we disconnect you?

We can arrange for the disconnection of *your supply address* in accordance with the *Electricity Industry Code* five business days after giving *you* a *disconnection warning* 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* fail to provide *acceptable identification*;
- (d) *you* request *us* to disconnect *your electricity* supply; or
- (e) *we* are otherwise entitled or required to do so under the *Electricity Industry Code* or by law.

We may immediately arrange for disconnection of *your* premises without prior warning if *you* have fraudulently acquired or intentionally consumed *electricity* otherwise than in accordance with the *regulations*.

Compliance with the *Electricity Industry Code*

We must comply with the provisions of the *Electricity Industry 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 electricity* supply may also be disconnected or interrupted by *your distributor* in circumstances permitted under the *Electricity Industry Code* including:

- for health and safety reasons;
- for maintenance;
- in an *emergency*;
- at the direction or request of a regulator; or
- if *you* are using *electricity* in a way that doesn't meet the *regulations*.

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

- If *you* have provided confirmation from a registered medical practitioner or hospital that *you*, or someone living with *you* depends on a life support machine;
- If *your* formal complaint to the Energy Ombudsman 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 *electricity*;

- After 3pm Monday to Thursday; on a Friday; on a weekend; a public holiday, or on the day before a public holiday; or
- *Between 20 December and 31 December (inclusive) in any year.*

If you are disconnected, when will we reconnect your electricity 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 *Electricity Industry Act* (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 contact us by 12 noon on a business day to request reconnection, we will reconnect your supply address that day. If you contact us after 12 noon to request reconnection, we may be able to reconnect you for an after-hours reconnection fee. If your supply address is an excluded location under the *Electricity Industry Code*, we will reconnect your supply address within 10 business days of your request.

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 of receiving our written disclosure statement under the *Electricity Industry Code* by providing us with notice which clearly indicates your intention to cancel. If you have consumed electricity 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 6 business days (days on which we or your distributor are entitled to disconnect you) notice of your intention to vacate your supply address (unless your premises are in an excluded location, in which case you must give 10 business days notice), 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 we agree (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 electricity purchased at the supply address until:

- (a) your meter has been read; or
- (b) you give us the required notice and access to your meter; or
- (c) someone else commences to purchase electricity from us or another retailer for that supply address.

If you have entered into an agreement to purchase electricity 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 your supply address to another retailer, 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 or if another retailer has become financially responsible for your premises.

What effect does ending this agreement have?

We will not have an obligation under this agreement to sell you electricity, 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 electricity;
- 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 electricity 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 electricity; and
- make sure you don't take more electricity 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 electricity usage and how to save money on your electricity;

- a copy of the *Electricity Industry Code* and this Customer Charter, including a large print version;
- historical billing information for *your supply address* for the period that *you* have been *our* customer (a fee may be charged for data older than 2 years);
- 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 arrange an *electricity* audit;
- reasonable information on distribution charges (to the extent it is readily available), retail charges and any other charges relating to *your* bill.

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 Complaints Team, 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.

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*?

"*NMI*" means the national meter identifier for electricity meters. *Your NMI* is a unique number on *your* property that identifies *your electricity* meter. If *you* switch retailers *you* must quote *your NMI*. It will appear on *your electricity* 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. However, if the meter is faulty, it will be repaired or replaced at no cost to *you*.

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.

Where there is something at *your supply address* that may be a danger, *you* must inform *us* and take action to minimise 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 *electricity* 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 electricity, 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 *electricity* *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 *electricity* supply, or there is a defect in the *electricity* supplied (however caused); or
- (b) some characteristic of the *electricity* (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* or its effects continues; and
- (b) the affected party must use its best endeavours to 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 clause varies or excludes the operation of sections 119 and 120 of the National Electricity Law or sections 97 and 97A of the Electricity Act.

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 *Electricity Industry Code* sets out our obligations to you, and your obligations to us. This agreement is subject to any minimum requirements set out in the *Electricity Industry Code* and will be amended automatically. It should be read as

if this agreement has changed to reflect any changes occurring in the *Electricity Industry Code* from time to time (unless you are permitted by the Code to, and you do, give your explicit informed consent to vary any such changes). This agreement cannot be inconsistent with the *Electricity Industry Code*, and if it is, the relevant term and condition is void, and the term or condition of the *Electricity Industry Code* is deemed to form part of this agreement in its place. We will provide you with a free copy of the *Electricity Industry 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 electricity 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 will 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;
- (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;
- (e) where you give us verbal consent, which is recorded for legal and audit purposes; and
- (f) to a credit collection agency if our efforts to contact you regarding an overdue payment, or our efforts to have you pay an overdue payment, are unsuccessful.

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 electricity and illegal use

You must not:

- (a) allow electricity purchased from us to be used other than at the supply address and in accordance with this agreement;
- (b) use at the supply address electricity purchased for use at another address;
- (c) sell electricity to any other person except in accordance with an authority or special approval granted under the Electricity Act 1994 (Qld) as may be applicable;
- (d) tamper with, or permit tampering with, the meter or associated equipment;
- (e) allow electricity supplied to the supply address to bypass the meter;
- (f) give us false information about which tariffs and charges should apply to you;
- (g) use electricity sold under a specific tariff to be used for a purpose other than as contemplated by that tariff; or
- (h) do any other thing contrary to the Electricity Act 1994.

If you do any of these things you may be guilty of an offence and, we may be entitled, in accordance with the Electricity Industry Code and the regulations to:

- (a) estimate the amount of the electricity 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 electricity 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 electricity at a supply address after 1 July 2007 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 electricity for that supply address, you are a default contract customer of ours. The terms and conditions governing our sale of electricity to you are provided in the Standard Retail Contract under the Electricity Industry Code.

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 Queensland.

Part 13: Definitions of terms used in this agreement

"acceptable identification" has the meaning given to it in the Electricity Industry Code.

"additional retail charges" means a charge relating to the supply and sale of electricity by us to you other than a charge based on the price applicable to you.

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

"Electricity Industry Code" means the Code made under the Electricity Act 1994 relating to the sale of electricity 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.

"excluded location" means the locations specified in Schedule 2 of the Electricity Industry Code.

"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 under the Electricity Industry Act .

"NMI" means the national meter identifier for electricity 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 *Electricity Industry Code* and the like, that regulate the parties or the *electricity* industry in Queensland 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 *electricity* 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 *you* consume less than 100 MWh/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 *Electricity Industry 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 under the Electricity Act 1994 from time to time.

The laws of Queensland govern this contract.

Who to contact for further assistance

If *you* have a query or a complaint relating to the sale of *electricity* 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

Loss of Supply – Energex (24 hours): 13 62 62

Emergency – Energex (24 hours): 13 19 62

Energy Ombudsman

1800 662 837 or 1800 OMBUDS

Queensland Competition Authority

Level 19, 12 Creek Street

Brisbane, Queensland

Australia 4000

Phone: +61 (7) 3222 0555

Fax: +61 (7) 3222 0599

www.qca.org.au

Department of Communities

Locations throughout Queensland. 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

