

Small Customer Embedded Network Terms and Conditions



Contents

Agreed terms	3
1 Do these terms and clauses apply to you?	3
2 Scope of this agreement	3
3 What is the term of this agreement?	3
4 Termination of Agreement	3
5 Obligation to supply	4
6 Charges for electricity and other services	4
7 Information provision	4
8 Your general obligations	5
9 Life support customers	5
10 Our liability	6
11 Billing and payment arrangements	6
12 Estimation as basis for bills	6
13 Undercharging and overcharging	7
14 Security deposits	7
15 Payment plans	8
16 Payment difficulties and disconnection or de-energisation	8
17 Meters	9
18 Planned interruptions to supply	10
19 Unplanned interruptions to supply	10
20 When disconnection or de-energisation is prohibited	10
21 Reconnection or re-energisation	11
22 Continuity of supply	11
23 Wrongful and illegal use of electricity	11
24 Notices and bills	11
25 Privacy act notice	12
26 Dispute resolution	12
27 Force majeure	12
28 Variation of agreement	12
29 Applicable law	12
30 Definitions and interpretation	13
31 General	13
32 Cooling-off	13
Simplified explanation of terms	14



ENERGY BAY

Energy Bay (“us” or “we” or “our”) and the Customer specified in the Embedded Network Supply Agreement (“you” or “your”) enter into an electricity supply agreement (“Agreement”) on the following agreed terms.

Agreed terms

1 Do these terms and clauses apply to you?

Application of these terms and clauses

- 1.1 These terms and clauses apply to you if:
- (a) you are a Residential Customer; or
 - (b) you are a business customer who is a Small Customer; and
 - (c) you request us to sell electricity to you at your Supply Address.

2 Scope of this agreement

What is covered by this agreement?

- 2.1 We agree to sell you electricity at your Supply Address and maintain the physical connection of your Supply Address to the distribution system we operate, including the maintenance of that connection and the supply of electricity to your Supply Address. We also agree to meet other obligations set out in this agreement and to comply with any relevant electricity Laws, including, if relevant, the provision, installation and maintenance of your meter.
- 2.2 You agree:
- (a) to be responsible for Charges for electricity supplied to the Supply Address until this agreement ends under clause 4 even if you vacate the Supply Address earlier; and
 - (b) to pay the amounts billed by us under this Agreement; and
 - (c) to meet your obligations under this Agreement and any relevant Electricity Laws.

3 What is the term of this agreement?

When does this agreement start?

- 3.1 This agreement starts on the date included in your Embedded Network Supply Agreement provided that you have given your consent.

4 Termination of Agreement

- 4.1 This contract will terminate, on the earliest of the following:
- (a) on a date agreed with you;
 - (b) five business days (or a different time agreed by with you) from when you give us a termination notice;
 - (c) at the conclusion of your lease for, or occupancy of, your premises;
- 4.2 when you start receiving electricity retail services from someone else;
- (a) when a different customer starts receiving electricity at the premises; and
 - (b) at the end of ten business days starting on the day your premises are disconnected, if the clauses for reconnection have not been met.

- 4.3 Termination of this agreement does not affect any rights or obligations that have already accrued under the agreement.

Vacating your Supply Address

- 4.4 If you are going to vacate your Supply Address, you must provide us your forwarding address to us and give us a notice about when you intend to vacate.
- (a) when we receive the notice, we will use our best endeavours to:
 - (A) have a meter reading on the date in your notice (or as soon as possible after that date if you do not provide access to your meter on that date), and
 - (B) send a final bill to you at the forwarding address stated in your notice.



- (b) You will continue to be responsible for charges for the Supply Address until your agreement ends in accordance this agreement.

5 Obligation to supply

- 5.1 We will not refuse to sell you electricity, except:
 - (a) in accordance with relevant disconnection provisions under this agreement; and
 - (b) where your Supply Address have been disconnected by us for a reason other than failure to pay a bill and the matter leading to the disconnection has not been rectified.
- 5.2 We will reconnect the Supply Address and offer to sell electricity to you once the matter is rectified.

6 Charges for electricity and other services

What are our Charges?

- 6.1 Our Charges for the sale of electricity to you under this agreement will be provided to you in the Embedded Network Supply Agreement.
- 6.2 Additional Service Fees may also apply to you depending on your circumstances and may be included in the Embedded Network Supply Agreement and updated on our website.
- 6.3 We do not impose any Charges for the termination of this agreement.
- 6.4 We will provide notice to you of any change in your Charges as soon as practicable and no later than your next bill.

Changes to Charges

- 6.5 We can vary our Charges for the sale of electricity to you under this Agreement by providing you notice.

Variation of tariff

- 6.6 If a change in your status or use of electricity means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff:
 - (a) if you notify us there has been a change -from the date of notification; or
 - (b) if you have not notified us of the change - retrospectively from the date the change occurred.

Variation of tariff or type of tariff on request

- 6.7 If you think you satisfy the clauses applying to another tariff, you can ask us to review your current circumstances to see whether that tariff can apply to you.
 - (a) If you meet the requirements for another tariff and request us to do so, we will:
 - (A) transfer you to that other tariff within ten Business Days; or
 - (B) transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if needed).

Changes to tariffs or type of tariff during a Billing Period

- 6.8 If a tariff applying to you changes during the Billing Period, we may issue you a bill up to the date of the tariff change, or we may apply the tariff change from the commencement of the next billing period.

7 Information provision

- 7.1 You confirm that we advised you before entering this agreement:
 - (a) your rights (if any) to purchase electricity from other retailers and information on the options for relevant metering, and
 - (b) if you are a residential customer, by a hardcopy or electronic link to *How to access an authorised retailer of your choice if you live in an embedded network*, published on the AER's website and as in force from time to time
<https://www.aer.gov.au/system/files/Electricity%20Locals%20-%20Submissi>



[on%20%20to%20AER%20Retail%20Draft%20Guideline%20-%204%20April%202022.pdf](#);

- (c) we are not subject to all the obligations of an authorised retailer, and you will not receive the same protections as you would if you were purchasing from an authorised retailer;
- (d) our procedures and contact details for handling complaints and disputes, including:
 - (A) *for Victorian Supply Address*, your right to access the Electricity & Water Ombudsman of Victoria dispute resolution scheme (of which we are a member); or
 - (B) *for other Supply Address*, your rights (if any) to access any electricity ombudsman scheme other external dispute resolution body, including to lodge a complaint or for free independent information and advice.
- (e) the clauses applicable to our exemption;
- (f) for retail customers:
 - (A) the flexible payment options for the sale of electricity, such as arrangements for payment by periodic instalments (bill smoothing);
 - (B) the relevant government or non-government electricity rebates, concessions and relief schemes, the forms of assistance available if you have payment difficulties, as well as the process for these forms of assistance; and
 - (C) if you are also a residential customer, either a hardcopy or electronic link to our Hardship Policy;
- (g) the electricity tariffs and all associated fees and Charges that will apply to you;
- (h) contact numbers in the event of an electricity fault or emergency;

7.2 For Victorian Supply Address, you confirm:

- (a) we asked you if life support equipment would be used on your Supply Address;
- (b) you gave your informed consent to this agreement; and
- (c) we clearly, fully and adequately disclosed, in plain English, all matters relevant to your consent, including each purpose or use of the consent.

8 Your general obligations

Full information

- 8.1 You must give us any information we reasonably require for the purposes of this Agreement. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

Updating information

- 8.2 You must tell us promptly if:
- (a) information you have provided to us changes, including if your billing address changes or if your use of electricity changes (for example, if you start running a business at the Supply Address); or
 - (b) you are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services at the Supply Address.

9 Life support customers

- 9.1 If you are a retail customer, and you provide us with confirmation from a registered medical practitioner that a person residing at your Supply Address requires life support equipment, we will:
- (a) advise the embedded distribution network owner (if different from us) that a person residing at the Supply Address requires life support equipment;



- (b) advise our authorised retailer and distributor that a person residing at the Supply Address requires life support equipment and give them any relevant information about the Supply Address.
- 9.2 We will not interrupt the supply of electricity to your Supply Address unless:
 - (a) 48 hours' notice (or such earlier notice under the Rules) has been given to the occupier of the property; or
 - (b) an occupier of the property consents to the interruption.
- 9.3 We will:
 - (a) pass on to the occupier of your Supply Address any notice given to us of an interruption to the supply of electricity to your Supply Address, within 48 hours of receiving the notice or earlier if required by the Rules; and
 - (b) pass on to the occupier of your Supply Address a request (if relevant) by a retailer for written confirmation by an appropriately qualified medical practitioner that a person residing at your Supply Address requires or continues to require life support equipment.
- 9.4 You must tell us if the life support equipment is no longer required at the Supply Address.

Obligations if you are not an owner

If you cannot meet an obligation relating to your Supply Address under this agreement because you are not the owner you will not be in breach of the obligation, if you take all reasonable steps to ensure that the owner or other person responsible for the Supply Address fulfils the obligation.

10 Our liability

- 10.1 The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your Retailer, including accidents, emergencies, weather clauses, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons, including at the direction of a relevant authority.
- 10.2 To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this agreement.

11 Billing and payment arrangements

- 11.1 We will ensure that bills are issued to you at least once every three months.
- 11.2 We will offer at least two payment methods to you. However, if we offer direct debit as one payment method, we will also offer at least two other payment methods to you (that is, at least three methods in total). In each case, at least one of the payment methods offered must be able to be effected without internet access. For example:
 - (a) in person;
 - (b) by telephone;
 - (c) by mail;
 - (d) by direct deposit into a bank account.

GST

- 11.3 Amounts specified in the charges from time to time and other amounts payable under this Agreement may be stated to be exclusive or inclusive of GST. Clause 11.4 applies unless an amount is stated to include GST.
- 11.4 Where an amount paid by you under this agreement is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

12 Estimation as basis for bills

- 12.1 We will use best endeavours to ensure that your meter is read and used as the basis, or apportioned, for any bill issued.



- 12.2 We will not rely on an estimation of the meter value at the start of an electricity supply arrangement with you, or for the purpose of issuing a final bill to you.
- 12.3 We may base your bill on an estimation of your consumption of electricity where we are not able to reasonably or reliably base the bill on an actual meter reading.
- 12.4 Where we use an estimation for your bill, it will be based on:
- (a) your historical metering data reasonably available to us; or
 - (b) where this is not available, the average usage of electricity by a comparable customer over the corresponding period.

13 Undercharging and overcharging

- 13.1 Where you have been undercharged, we can recover the amount undercharged subject to the following:
- (a) where the undercharging was not the result of your fault or unlawful act or omission, we are limited to recovering the amount undercharged in the 9 months before the date on which you are notified of the undercharging. If your Supply Address is in Victoria, we are limited to recovering the amount undercharged in the 4 months before the date on which you are notified of the undercharging.
 - (b) we cannot charge interest on the undercharged amount.
 - (c) we will offer you time to pay the undercharged amount by instalments, over a period nominated by you (up to 12 months, but no longer than the period of the undercharging).
- 13.2 Where you have been overcharged, we will inform you within ten business days after becoming aware of the overcharging and repay the amount overcharged subject to the following:
- (a) where the amount overcharged is \$50 (or such other amount as the AER or ESC as appropriate determines) or more, we will refund the amount to you if requested, or if no such request is made, security the amount to your next bill. Where you no longer purchase electricity from us, we will use best endeavours to refund the amount within ten business days;
 - (b) where the amount overcharged is less than \$50 (or such other amount as the AER or ESC as appropriate determines), we will credit that amount to your next bill. Where you no longer purchase electricity from us, we will use best endeavours to refund the amount with ten business days;
 - (c) no interest is payable on the overcharged amount;
 - (d) where the overcharging was the result of your fault or unlawful act or omission, we are limited to repaying the amount overcharged in the 12 months before the date on which the error was discovered.

Reviewing your bill

- 13.3 If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- 13.4 If you ask us to, we will arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we will reimburse you for the amount paid.
- 13.5 If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
- (a) the portion of the bill that you do not dispute; or
 - (b) an amount equal to the average of your bills in the last 12 months.

14 Security deposits

Security deposit

- 14.1 We may require that you provide a Security Deposit. The circumstances in which we can require a



Security Deposit and the maximum amount of the Security Deposit are governed by the Rules.

Interest on Security Deposits

- 14.2 Where you have paid a Security Deposit, we will pay you interest on the Security Deposit at a rate and on terms required by the Rules.

Use of a Security Deposit

- 14.3 We may use your Security Deposit, and any interest earned on the Security Deposit, to offset any amount you owe under this agreement:
- (a) if you fail to pay a bill and as a result we arrange for the Disconnection of your Supply Address; or
 - (b) in relation to a final bill (ie a bill we issue when you vacate the Supply Address or when you stop purchasing electricity from us at your Supply Address or when you request that your Supply Address be disconnected).

- 14.4 If we use your Security Deposit or any accrued interest to offset amounts owed to us, we will advise you within ten Business Days.

Return of Security Deposit

- 14.5 We will return your Security Deposit and any accrued interest in the following circumstances:
- (a) you complete one years' payment (in the case of Residential Customers) or two years' payment (in the case of business customers) by the pay-by dates on our initial bills; or
 - (b) subject to any permitted disconnection under this agreement, you stop purchasing electricity at the relevant Supply Address under this Agreement.
- 14.6 If you do not give us any reasonable instructions, we will credit the amount of the Security Deposit, together with any accrued interest, to your next bill.

15 Payment plans

- 15.1 If you are a retail customer, we will offer flexible electricity payment options, including a payment plan, to you if you have identified yourself as being in financial difficulty.
- 15.2 In establishing a payment plan we will have regard to:
- (a) your capacity to pay;
 - (b) any outstanding amounts owed by you;
 - (c) your expected electricity consumption needs over the following 12 month period or the duration of your tenancy/residency/agreement if the tenancy/residency/agreement is less than 12 months.
- 15.3 If we offer you a payment plan under this clause we will inform you of:
- (a) the duration of the plan; and
 - (b) the amount of each instalment payable under the plan, the frequency of instalments and the date by which each instalment must be paid.
- 15.4 You can request an amendment to your payment plan, including payment amount and payment frequency, provided you notify us at least five business days prior to the scheduled date of the next instalment payment. We will review your request and if we approve amendments, we will confirm your updated payment plan in writing or by email.
- 15.5 We will not make changes to your payment plan without your agreement.
- 15.6 This clause does not apply where you have:
- (a) had two payment plans cancelled by us in the previous 12 months due to non-payment; or
 - (b) been convicted of an offence involving illegal use of electricity in the previous two years.

16 Payment difficulties and disconnection or de-energisation

- 16.1 Where you inform us that you are experiencing payment difficulties, we will:
- (a) if you are a retail customer, offer you a payment plan;



- (b) direct you to the Australian government electricity efficiency website or another information resource with electricity efficiency advice;
- (c) give you information about relevant government or nongovernment electricity rebates, concessions and relief schemes;
- (d) if you are a retail customer, give you information about financial counselling services;
- (e) if you are a retail customer, provide you a hardcopy or electronic link to our Hardship Policy;
- (f) not charge you a late payment fee; and
- (g) not charge you a security deposit.

16.2 Subject to clauses 20 and 21, we will not proceed with disconnection or cessation of your electricity supply unless the following requirements have been met:

- (a) you have requested disconnection;
- (b) continuity of supply to the Supply Address would be unsafe;
- (c) your tenancy/residency/agreement has ended and you are vacating the Supply Address; or
- (d) you have not paid a bill by the pay-by date, and have not agreed to a payment plan, or having agreed to a payment plan has failed to adhere to the plan and:
 - (i) following non-payment by the pay-by date, we have given you a reminder notice requesting payment by a date at least six business days from the date of issue of the reminder notice, and, if you are a residential customers, have offered you more flexible payment terms to pay any amount outstanding and has restated the forms of assistance available if the non-payment is due to financial difficulty;
 - (ii) following non-payment by the date specified in the reminder notice, or, if you are a residential customer, the establishment of more flexible payment terms, we gave you a disconnection warning notice informing you that disconnection may occur if payment of the outstanding bill is not made by a date at least six business days from the date of issue of the warning notice;
- (e) we have, after issuing the disconnection warning notice, used our best endeavours to contact the customer in person or by telephone in connection with the failure to pay; and
- (f) you have, by the date specified in the disconnection warning notice, refused or failed to take any reasonable action towards settling the debt.

16.3 Where you are disconnected in accordance with paragraph 16.2(b), we will use our best endeavours to notify you in person or by telephone prior to the disconnection, and we will arrange for reconnection of the Supply Address as soon as practicable.

16.4 This clause does not apply to interruptions under clauses 18 and 19.

16.5 Late payment fees

16.6 If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee.

17 Meters

17.1 You must allow us and our authorised representatives safe and unhindered access to your Supply Address for the purposes of (where relevant):

- (a) reading, testing, maintaining, inspecting or altering any metering installation at the Supply Address; and
- (b) calculating or measuring electricity supplied or taken at the Supply Address; and
- (c) checking the accuracy of metered consumption at the Supply Address; and
- (d) replacing meters.

17.2 We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.



- 17.3 If we or our representatives seek access to the Supply Address under clause 17.3(a), we will:
- (a) comply with all relevant requirements under the Electricity Laws; and
 - (b) carry or wear official identification; and
 - (c) show the identification if requested.
- 17.4 If we propose to replace your electricity meter we will give you a notice with the right to elect not to have your meter replaced unless:
- (a) your meter is faulty or sample testing indicates it may become faulty; or
 - (b) you have requested or agreed to the replacement of your meter.

18 Planned interruptions to supply

- 18.1 For planned interruptions, we will notify you at least two business days before the interruption.
- 18.2 We will use our best endeavours to restore your supply as soon as possible.

19 Unplanned interruptions to supply

- 19.1 In the case of an unplanned interruption, we will:
- (a) within 30 minutes of being advised of the interruption, or otherwise as soon as practicable, make available information on the nature of the interruption and an estimate of the time when supply will be restored or when reliable information on restoration of supply will be available;
 - (b) if providing a telephone response that is automated, provide options for you when you call the service to be directly connected to a telephone operator if required; and
 - (c) use our best endeavours to restore supply to you as soon as possible.
 - (d) for interruptions made by our Distributor, we may refer you to our Distributor to provide information.

20 When disconnection or de-energisation is prohibited

- 20.1 We will not disconnect or cease electricity supply to your Supply Address where:
- (a) if you are a retail customer:
 - (A) a person residing at your Supply Address requires life support equipment that depends on electricity for its operation;
 - (B) an application has been made by or on your behalf for assistance to an organisation responsible for a rebate, concession or relief available under any government or non-government funded electricity charge rebate, concession or relief scheme and a decision on the application has not been made;
 - (b) you have made a complaint directly related to the proposed reason for disconnection or de-energisation to us, the electricity ombudsman or another relevant external dispute resolution body and the complaint remains unresolved; or
 - (c) the disconnection or de-energisation would occur on:
 - (i) a business day before 8:00am or after 3:00pm (or 2pm if you are a residential customer in Victoria);
 - (ii) a Friday or the day before a public holiday;
 - (iii) a weekend or a public holiday;
 - (iv) the days between 20 December and 31 December (inclusive) in any year.



- 20.2 If disconnection would be prohibited due to extreme weather clauses, we will not disconnect your Supply Address.
- 20.3 This clause does not apply where:
- (a) you have requested disconnection.
 - (b) continuity of supply to the Supply Address would be unsafe.
 - (c) our electricity supply agreement with you has been terminated.

21 Reconnection or re-energisation

- 21.1 Where you are disconnected in accordance with clauses 16 and 20 and you make a request for reconnection, we will reconnect the Supply Address as soon as practicable after a request for reconnection is made. A request for reconnection may be made ten business days after disconnection, or as soon as the matter that led to the disconnection is rectified:
- (a) any charges for reconnection are paid; and
 - (b) if you still have outstanding amounts owed under your electricity account, you agree to enter into a payment plan with us.
- 21.2 Subject to clause 21.1, we will reconnect or arrange reconnection of the Supply Address as soon as practicable, and no later than two business days from when the request was made or earlier if required by the Rules.
- 21.3 Subject to clause 21.1, we will refuse to supply you on the grounds that you owe outstanding amounts on your electricity account.

22 Continuity of supply

- 22.1 We will notify you immediately if we are (or expect to be) disconnected, or there is any likelihood that they will be unable to continue selling electricity. As part of this notification, we will advise the steps we are taking to arrange an alternative supply.

23 Wrongful and illegal use of electricity

23.1 Use of electricity

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use electricity supplied to your Supply Address; or
- (b) interfere or allow interference with any electricity equipment at your Supply Address except as may be permitted by law; or
- (c) use the electricity supplied to your Supply Address or any electricity equipment in a manner that:
 - (A) unreasonably interferes with the connection or supply of electricity to another customer; or
 - (B) causes damage or interference to any third party; or
- (d) allow electricity purchased from us to be used otherwise than in accordance with this agreement; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

24 Notices and bills

- 24.1 A notice or bill sent under this agreement is taken to have been received by you or by us (as relevant):
- (a) on the date it is handed to the party, left at the party's Supply Address (in your case) or one of our offices (in our case); or
 - (b) on the date two Business Days after it is posted; or
 - (c) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- 24.2 Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as



we notify you from time to time.

25 Privacy act notice

25.1 We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

26 Dispute resolution

26.1 In the event of a query, complaint or dispute concerning the sale of electricity, you may contact us, and we will:

- (a) deal with the complaint or dispute in accordance with our procedures for handling complaints and disputes;
- (b) make reasonable endeavours to resolve the dispute; and
- (c) advise you:
 - (A) the outcome of your complaint;
 - (B) your rights to access an electricity ombudsman (if any), including to lodge a complaint or for free independent information and advice, or to access any other external dispute resolution body in the state or territory where you are located; and
 - (C) of the telephone number and other contact details of the electricity ombudsman (if applicable).

27 Force majeure

27.1 Effect of Force Majeure Event

27.2 An event outside a person's control is called a Force Majeure Event. If we or you cannot meet an obligation under this agreement because of a Force Majeure Event:

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the Force Majeure Event for as long as the Force Majeure Event continues; and
- (b) the affected person must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

27.3 Deemed prompt notice

27.4 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 event or otherwise as soon as practicable.

27.5 Obligation to overcome or minimise effect of Force Majeure Event

27.6 A party that claims a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

27.7 Settlement of industrial disputes

27.8 Nothing in this clause requires a party to settle an industrial dispute that constitutes a Force Majeure Event in any manner other than the manner preferred by that party.

28 Variation of agreement

28.1 We can vary this agreement with your consent

28.2 We can vary this agreement by notice to you if we need to do so to comply with the Electricity Laws.

29 Applicable law



29.1 The laws in the State in which your Supply Address is located govern this agreement.

30 Definitions and interpretation

30.1 Terms used in this Agreement have the same meanings as they have in the National Electricity Retail Law and the Rules. However for ease of reference, a simplified explanation of some terms is given at the end of this agreement.

30.2 Where the simplified explanations given at the end of this agreement differ from the definitions in the National Electricity Retail Law and the Rules, the definitions in the National Electricity Retail Law and the Rules prevail.

31 General

31.1 Our obligations

31.2 Some obligations placed on us under this agreement may be carried out by another person. If an obligation is placed on us to do something under this agreement, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this agreement.

31.3 Amending this Agreement

31.4 We may make minor or administrative changes to the agreement and will advise you of these changes.

32 Cooling-off

32.1 You have a cooling off period which means that you may withdraw from this agreement within 10 Business Days of your entry into this agreement by providing us notice, either by email or by calling us.



ENERGY BAY

Simplified explanation of terms

Billing Period means the regular recurrent period for which you receive a bill from us.

Business Day means a day other than a Saturday, a Sunday or a public holiday; customer means a person who buys or wants to buy electricity from a Retailer.

Charges means the Supply Charges, Electricity Usage Charges as outlined in the Embedded Network Supply Agreement and any Service Fees.

Disconnection means an action to prevent the flow of electricity to the Supply Address, but does not include an interruption.

Distributor means the person who operates the system that our network is connected to.

Electricity Laws means national and State and Territory laws and rules relating to electricity and the legal instruments made under those laws and rules.

Electricity Usage Charges means the charges based on the amount of electricity you use and as outlined in the Embedded Network Supply Agreement.

Embedded Network Supply Agreement means the online or paper application form with customer details, Supply Address, associated information and containing details of our offer to you and any special terms and conditions related to the offer.

GST has the meaning given in the *GST Act (A New Tax System (Goods and Services Tax) Act 1999* (Cth)).

Interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection.

Medical Confirmation means certification from a registered medical practitioner of the requirement for life support equipment at your Supply Address.

Residential Customer means a person who purchases electricity principally for personal, household or domestic use at their Supply Address.

Retailer means a person that is authorised to sell electricity to customers;

Rules means the National Electricity Retail Rules made under the National Electricity Retail Law or, if your Supply Address are in Victoria, the ESC's *Energy Retail Code of Practice*.

Security Deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules.

Service Fees means the additional charges in relation to management of your electricity account, meter and / or Supply Address as included on our website.

Small Customer means:

- (a) a Residential Customer; or
- (b) a business customer who consumes electricity at or below a level determined under the National Electricity Retail Law.

Supply Address means the premise specified in the Embedded Network Supply Agreement where you purchase from us and take supply under the terms of this Agreement.

Supply Charges means the daily charges regardless of how much electricity you use and as outlined in the Embedded Network Supply Agreement.

