

# Elysian Energy Market Retail Contract

## Terms and Conditions

### Important Notice to the Consumer

You have a right to cancel this agreement within 10 Business Days from and including the day after you signed or received this agreement. Details about your additional rights to cancel this agreement are set out in the information attached with the Offer Summary & Written Disclosure Statement.

Important Notice to the Consumer .....	1
Preamble.....	2
1 The Parties .....	2
2 Definitions and Interpretation .....	2
3. Do these Terms and Conditions apply to you? .....	2
4. What is covered by this Contract? .....	3
5. What is not covered by this Contract?.....	3
6. What is the Term of this Contract? .....	4
7. Credit checks/assessments .....	6
8. The scope of this Contract .....	6
9. Your General Obligations.....	7
10. Price for energy and other services .....	7
11. Feed-in tariffs.....	8
12. GST.....	10
13. Billing .....	10
14. Payment.....	12
15. Meter Provision, Installation, and Maintenance .....	12
16. Interruption to Electricity Supply.....	13
17. Undercharging and Overcharging.....	14
18. Security deposits.....	14
19. Disconnection of Supply .....	15
20. Reconnection After Disconnection .....	16
21. Wrongful and Illegal Use of Energy.....	16
22. Debt Recovery.....	16
23. Notices and Bills.....	16
24. Privacy Act Notice .....	17
25. Complaints and Dispute Resolution.....	17
26. How to get in touch with your Ombudsman .....	18
27. Force Majeure.....	18
28. Applicable Law .....	19
29. Retailer of Last Resort Event.....	19
30. General Obligations .....	19
31. A simplified explanation of terms.....	19

## Preamble

This Contract is about the sale of energy to you as a small customer at your premises. It is a market retail Contract that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this Contract, the energy laws and other consumer laws also contain rules about the sale of energy, and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

You also have a separate Contract with your distributor, called a customer connection Contract. The customer connection Contract deals with the supply of energy to your premises and can be found on your distributor's website.

From 1 December 2017, new National Energy Laws apply to new and replacement electricity metering, requiring your Energy Retailer to arrange for the installation and the replacement of faulty or replacement electricity meters. The retailer will also be responsible for the ongoing reading and maintenance of these new electricity meters. All new meters will be required to be advanced digital meters, offering many benefits to customers, including (but not limited to) remote reading and faster access to usage information.

*Note: These new Retailer electricity metering arrangements do not apply to customers in Victoria at this time, where new and replacement meters remain the responsibility of the local Distributor.*

*Until the National Energy Retail Law and the National Energy Retail Rules are adopted in Victoria, the energy laws applicable in Victoria are the Electricity Industry Act 2000 and the Energy Retail Code. For customers in Victoria, all references to the National Energy Retail Law and Rules in this Contract should be read as references to the Energy Retail Code unless stated otherwise.*

More information about this Contract and other matters is on our website at [elysianenergy.com.au](http://elysianenergy.com.au).

## 1 The Parties

This market retail Contract is between:

- (1) Elysian Energy Pty Ltd (ABN: 85 617 526 333) who sells energy to you at your premises (in this Contract referred to as "we", "our" or "us"); and
- (2) you, the customer to whom this Contract applies (in this Contract referred to as "you" or "your").

## 2 Definitions and Interpretation

Terms used in this Contract have the same meanings as they have in the National Energy Retail Law and the Rules. For ease of reference, a simplified explanation of some terms is given at the end of this Contract.

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

## 3. Do these Terms and Conditions apply to you?

### 3.1. These are our Contract terms and conditions

This Contract sets out the terms and conditions for a Market Retail Contract for a small customer under the Energy Laws. These terms and conditions are governed by the laws of the State or Territory in which your energy premises is located.

### 3.2. Application of these terms and conditions

These terms and conditions 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 have been classified as consuming less than 160MWh of electricity per year

and you have accepted one of Elysian Energy's market offers (which include these terms and conditions) to supply energy to you.

### **3.3. What does your Market Retail Contract encompass?**

Your Elysian Energy Market Retail Contract is made up of:

- a) These terms and conditions;
- b) your Offer Summary (Written Disclosure Document)

### **3.4. Application where not a small customer**

If you're not a small customer but have agreed to a retail market Contract with Elysian Energy, we both agree to apply these terms and conditions unless specifically varied and agreed in writing.

## **4. What is covered by this Contract?**

- (1) These terms and conditions govern the sale of energy by us, to you at your premises, including the payment for these services and the performance of your other obligations under your energy Contract, and the Energy Laws generally.
- (2) The provision of services from your Distributor subject to section 5;
- (3) The installation and provision of metering services subject to section 15.

## **5. What is not covered by this Contract?**

We will contact your Distributor to arrange for the supply of Energy to you. As the energy supply services are provided under a separate Contract, your Distributor is responsible for:

- a) the actual connection of your premises to the Distribution System;
- b) the maintenance of that connection;
- c) the energisation of that connection;
- d) the delivery of Energy to your premises; and
- e) the quality, reliability and other characteristics of energy.

Your Contract with the Distributor will automatically come into place by operation of law unless other arrangements are agreed with the Distributor. You must pay to us any applicable Distributor Charges as set out in Section 10.

### **5.1. Inconsistencies in these terms and conditions**

If there are any inconsistencies between the Energy Laws, these terms and conditions and our offer summary, these terms and conditions and our offer summary will prevail to the extent allowed by the Energy Laws. Where Energy Laws do not permit inconsistencies, the affected provision of the terms and conditions or offer summary will not apply to the extent necessary to meet the Energy Laws.

### **5.2. The Tariffs, Fees, and Charges that you are required to pay**

You agree to pay as set out in Section 10, any amount subject to, including any charge that is set out (or the basis for the calculation of the amount is set out) in these terms and conditions or the Offer Summary.

### **5.3. Quality and reliability of Energy**

We cannot regulate or guarantee the quality or reliability of energy supplied to your premises. Energy supply is subject to a variety of factors outside our control, including:

- a) weather conditions;
- b) animals;
- c) vegetation;
- d) the actions of third parties such as Distributors, generators and transmission system owners;
- e) the existence of an emergency or dangerous conditions including damage to the network;

- f) the design and technical limitations of the network; and
- g) the demand for energy at any point in time.

In addition, electricity delivered to your premises may be subject to fluctuations in voltage, wave, or frequency.

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 energy, its quality, fitness for purpose or safety, other than those set out in this Contract.

Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

If you are a Small Business Customer, you must take reasonable precautions to minimise the risk of loss or damage to your equipment or premises which may result from poor quality or reliability of the energy supply.

**Note for Victorian customers:** Prior to NECF implementation in Victoria, the reference to the NERL in clause 7(c) is a reference to, in the case of electricity, section 120 of the National Electricity Law as set out in the Schedule to the **National Electricity (South Australia) Act 1996**.

#### 5.4. Connecting your premises

- (1) If your premises are already connected to the Distribution System but is not energised, we will contact your Distributor to arrange for that energisation. We will agree with you the Business Day your premises will be energised.
- (2) If you require your premises to be connected to the Distribution System (where no previous connection has existed) or your existing connection or equipment to be modified or upgraded (Connection Services), you may make your own arrangements with your Distributor.
- (3) If we choose to arrange for Connections Services or energisation of your premises on your behalf, we will contact your Distributor as soon as possible and arrange for a standard connection service. We may require you to provide information to enable us or your Distributor to provide those Connection Services. This information may include:
  - a) acceptable identification and contact details;
  - b) if your premises is a rental property, contact details for the property owner or the owner's agent.
- (4) If we arrange for Connection Services or energisation of your premises on your behalf, we will Bill you for any Distributor Charges, in accordance with section 10.

## 6. What is the Term of this Contract?

### 6.1. When does this Contract start?

This Contract starts on the Contract Start Date, which is the date you accept our market offer to supply energy to you (before the relevant market offer expiry date):

- a) by giving us your acceptance of the relevant market offer electronically (for example, by using our Online Acceptance Form); or
- b) by giving us your verbal acceptance of the relevant market offer after we have completed the relevant market offer electronically for you (for example, after we have completed our Online Acceptance Form on your behalf); or
- c) in any other manner that is consistent with Energy Laws.

### 6.2. Cooling-Off Period

- (1) You have the right to cancel this Contract within 10 business days after the later of:
  - a) the Contract Start Date; or
  - b) the day on which you receive a copy of this Contract in accordance with the Rules referred to as the "Cooling-Off Period".

- (2) You may exercise your right to cancel this Contract within the Cooling-Off Period even though you agreed to or accepted this Contract.
- (3) You may cancel this Contract within the Cooling-Off Period by informing us either orally or in writing of your intention to cancel this Contract. If you do so, this Contract will end immediately.
- (4) Upon request, we will provide you with a copy of our record of your cancellation at no charge.

### **6.3. Start of energy supply**

Energy supply to your premises will start:

- (1) If you are not an existing customer of ours – on the date on which your assigned meter identifier has been transferred to us; or
- (2) if you are an existing customer of ours – upon the expiry of the Cooling-Off Period or a later date specified in your Offer Summary, referred to as the “Supply Start Date”.
- (3) The day specified in our Offer Summary (if any).
- (4) If your premise needs to be connected to the Distribution System or energised, unless you withdraw from your Contract during the cooling-off period, our obligation to sell energy under your Contract will commence on the day that connection or energisation is complete and we become financially responsible in the relevant wholesale market for energy used at your premise.
- (5) If your cContract is a fixed term Contract that fixed term is specified in our Offer Summary. The fixed term commences on the day our obligation to sell energy to you commences, as determined in accordance with this section.

### **6.4. When does this Contract end?**

This Contract ends:

- (1) if you give us a notice stating you wish to end the Contract—subject to section 6.5, on a date advised by us of which we will give you at least 5 but no more than 20 business days’ notice; or
- (2) if you are no longer a small customer:
  - a) subject to paragraph b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days’ notice; or
  - b) if you have not told us of a change in the use of your energy—from the time of the change in use; or
- (3) if we both agree to a date to end the Contract—on the date that is agreed; or
- (4) if you start to buy energy for the premises from us or a different retailer under a customer retail Contract—on the date the that Contract starts; or
- (5) if a different customer starts to buy energy for the premises—on the date that customer’s Contract starts; or
- (6) if the premises are disconnected and you have not met the requirements in the Rules for reconnection—10 business days from the date of disconnection.
- (7) if your Contract has a fixed term, at the expiry of the fixed term specified in our Offer Summary;

### **6.5. Vacating your premises**

- (1) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to notice under clause 6.4 (1) of this Contract.
- (2) When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.
- (3) you will continue to be responsible for charges for the premises until your Contract ends in. we may also require you to pay a disconnection fee.
- (4) you may ask us to transfer this Contract to your new premises. If you do so, we may offer to amend this Contract by transferring this Contract to your new premises. The notice will specify the tariffs and charges, benefits and other terms and conditions that apply to this Contract at your new premises. If

you accept the offer, this Contract will be amended in accordance with the notice and will continue on those terms. we may also require you to pay a connection or reconnection fee at your new premises.

#### **6.6. Access to conduct a final meter reading.**

If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this Contract will not end under section 6.4 (1) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.

#### **6.7. Rights and obligations accrued.**

Rights and obligations accrued before the end of this Contract continue despite the end of the Contract, including any obligations to pay amounts to us.

### **7. Credit checks/assessments**

You acknowledge and agree that:

- a) Elysian Energy Pty Ltd (ABN 85 617 526 333), one of our related bodies corporate, may carry out a credit check or credit assessment on you from time to time and use the personal information it obtains from the relevant credit reporting bureau (CRB), or personal information it derives from the information it obtains from the CRB (collectively "credit eligibility information") for performing, on our behalf, tasks that are reasonably necessary for processing your application for credit from us or in managing credit provided by us to you. To carry out a credit check, Elysian Energy Pty Ltd may disclose your personal information to a CRB for the purposes of obtaining credit reporting information about you. In accordance with relevant laws, we may report an overdue payment to a CRB.
- b) If we conduct a credit check and the results are not satisfactory to us, we may end this Contract immediately by notifying you within the Cooling-Off Period.
- c) Alternatively, in the 14-day period after the end of the Cooling-Off Period, we may give you a notice amending the terms of this Contract by replacing the tariffs, charges and Benefits specified in your Offer Summary with our standing offer prices (in which case the Benefit Term and any Exit Fee will no longer apply).

### **8. The scope of this Contract**

#### **8.1. What is covered by this Contract?**

- (1) Under this Contract, we agree to sell you energy at your premises. we also agree to meet other obligations set out in this Contract and to comply with the energy laws.
- (2) In return, you agree:
  - a) to be responsible for charges for energy supplied to the premises until this Contract ends under clause 6.4 even if you vacate the premises earlier;
  - b) to pay the amounts billed by us under this Contract; and
  - c) to meet your obligations under this Contract and the energy laws.

#### **8.2. What is not covered by this Contract?**

This Contract does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your premises. This is the role of your distributor under a separate Contract called a customer connection Contract.

## **9. Your General Obligations**

### **9.1. Full information**

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

### **9.2. Updating information**

You must tell us promptly if the information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises).

### **9.3. Life support equipment**

- (1) If a person living at your premises requires life support equipment, you must register the premises with us or your distributor. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (2) You must tell us or your distributor if the life support equipment is no longer required at the premises.

### **9.4. Obligations if you are not an owner**

If you cannot meet an obligation relating to your premises under this Contract 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 another person responsible for the premises fulfills the obligation.

## **10. Price for energy and other services**

### **10.1. What are our tariffs and charges?**

- (1) Our tariffs and charges for the sale of energy to you under this Contract are our Offer Summary.
- (2) Different tariffs and charges may apply to you depending on your circumstances and can include a plan fee, standing charge, usage charge and demand charge (if applicable). The conditions for each tariff and charge are set out in our Offer Summary.
- (3) In addition to the amount referred to in paragraph (1), the tariffs and charges that you're required to pay may include any or all the following:
  - a) exit fees; and
  - b) late payment fees; and
  - c) merchant service fees; and
  - d) fees for dishonoured payments; and
  - e) additional costs related to your meter that are incurred at your request or due to your act or omission, such as fees for a special meter read, installation of a new meter or meter repair. These costs don't include the costs of a scheduled meter read or any meter repair or installation because of a faulty meter (unless you're responsible for causing the fault); and
  - f) connection, disconnection or reconnection fees; and
  - g) any other fees imposed by your distributor due to something specific to your needs (this doesn't include ordinary charges for the use of the networks to supply energy to you, which are already included in the tariffs and charges under this Contract); and
  - h) any other fees set out in your Offer Summary; and
  - i) fees for any other goods or services required, or requested by you, on a case-by-case basis (whether or not the fee is specifically set out in the Offer Summary).

### **10.2. Changes to tariffs and charges**

- (4) We may vary the tariffs and charges set out in your Offer Summary, or introduce new tariffs and charges, to reflect any increase in our costs or to allow us to fully recover our costs relating to the

following:

- 1) us purchasing energy for sale to you, including managing or minimising our price risk;
  - 2) other costs that we incur in order to sell energy to you at the premises, including in relation to networks, metering, energy market participation, our liability under environmental schemes, loss factors; and
  - 3) the imposition of a new law, regulatory requirement or Tax, a change to a law, regulatory requirement or Tax, a change to the interpretation of a law or regulatory requirement or a change to the basis for imposing or calculating any Tax.
- (5) We may also vary the tariffs and charges set out in your Offer Summary, or introduce new tariffs and charges, for any reason other than those set out in section 10.2 (4)
- (6) We'll give you notice of any variations to tariffs and charges that affect you as soon as practicable in accordance with applicable Energy Laws.
- (7) We will also:
- a) notify you at least five business days before the variation in the tariffs and charges are to apply to you; and
  - b) deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.
- (8) Despite section 10.2 (6) of this Contract, we are not required to provide a notice where you have entered into a Contract with us within 10 business days before the date on which the variation is to take effect, and we have informed you of such variation;

### **10.3. Variation of tariff due to change of use**

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our standing offer prices:

- 1) if you notify us there has been a change of use—from the date of notification; or
- 2) if you have not notified us of the change of use—retrospectively from the date the change of use occurred.

### **10.4. Variation of tariff or type of tariff on request**

- 3) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- 4) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:
  - i. transfer you to that other tariff within 10 business days; or
  - ii. transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if needed).

### **10.5. Variation of the tariff to lower your costs**

At Elysian Energy, we will always seek to keep you on the best available tariff and will make changes to the tariff you are on in order to reduce costs to you. we will only change tariff if you meet the criteria of the new tariff and it lowers the total bill cost to you.

### **10.6. Changes to tariffs or type of tariff during a billing cycle**

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

## **11. Feed-in tariffs**

If you have a solar photovoltaic (PV) system installed at your premises, subject to the applicable energy laws we may pay you a feed-in tariff for any electricity your system generates which is exported to the electricity grid. If we pay you a feed-in tariff, you'll see the amount of the feed-in tariff on your bill.

### **11.1. There are two types of feed-in tariffs and we may pay you one or both feed-in tariffs**

(1) Feed-in tariffs we are required to offer under the Regulatory Requirements;

We may:

- a) vary the amount of the feed-in tariff by notice to you where we're not prevented from doing so by the Regulatory Requirements;
- b) stop providing you with the feed-in tariff if:
  - i. you stop being eligible for the feed-in tariff;
  - ii. we are entitled to do so under or
  - iii. because of a change in the Regulatory Requirements; or –
  - iv. the relevant feed-in tariff scheme ends.
- c) If any of these occur, then we'll stop providing you with the feed-in tariff from the date you stopped being eligible, the Regulatory Requirements changed, or the scheme ended (as applicable). This may be before the date we give you notice.

(2) Elysian Energy Feed-in tariffs, which may be under an Energy Plan.

We may vary the amount of, or cancel, the feed-in tariff at any time by notice to you. In particular:

- i. we will give you notice of any change to your feed-in tariff as soon as practicable in accordance with Energy Laws;
- ii. if the amount of your feed-in tariff changes during a Billing Period then we'll calculate your feed-in tariff for that period on a proportionate basis; and

### **11.2. Ownership of Feed-In Electricity**

Ownership of your Feed-In Electricity passes to us when it passes through your connection point.

### **11.3. Small-Scale Technology Certificates**

Unless otherwise agreed with Us in writing, this Feed-In Contract does not assign to us any rights to Small-Scale Technology Certificates (STCs) or Renewable Energy Certificates (RECs) generated at your premise.

### **11.4. Feed-In Tariff Commencement**

We will not be required to commence purchase of Feed-In Electricity from you until:

- a) We are the Financially Responsible for your Supply Address;
- b) You have provided to us evidence that your generation facility and metering equipment have been properly installed and connected to the distribution system with the consent, and to the satisfaction, of your Distributor.

### **11.5. Changes to your generation facility**

You must advise Us 14 business days prior to making changes to generation facility.

### **11.6. Disconnection of your Facility**

Your generation facility and metering equipment will also be disconnected from the distribution system if your electricity supply is disconnected in accordance with the Energy Laws.

### **11.7. General Responsibilities regarding your generation facility**

We do not operate, own, or manage your generation facility, metering equipment and associated electrical installation. We give no warranty and will have no responsibility or liability regarding the installation, operation and maintenance of your facility or metering equipment.

1) You must:

- a) maintain and comply with your agreements regarding the metering and operation of your generation facility;

- b) notify us within 14 business days prior to increasing the generating capacity of your facility;
  - c) keep your facility, metering equipment and installations in good repair.
- 2) You are liable for and must pay all charges, expenses or costs:
- a) arising from the installation, testing, approval, operation or maintenance of your generation facility or metering equipment; or
  - b) imposed by a Government Agency on either us or your distributor in relation to the export of electricity from your generation facility; and
  - c) imposed by us for facilitating and maintaining access of your facility to the distribution system.
- 3) We will use our best endeavours to provide information on applicable charges, expenses and costs that may arise from the installation, testing and approval of your generation facility

## **12. GST**

- 1) Amounts specified in the standing offer prices from time to time and other amounts payable under this Contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- 2) Where an amount paid by you under this Contract 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.

## **13. Billing**

### **13.1. General**

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

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

### **13.2. Calculating the bill**

Bills we send to you ('your bills') will be calculated on:

- a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules); and
- b) where applicable, maximum or Contracted capacity (using information obtained from reading your meter or otherwise in accordance with the Rules); and
- c) the amount of any fees and charges for any other services provided under this Contract during the billing cycle; and
- d) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

### **13.3. Estimating the energy usage**

- (1) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.
- (2) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
  - i) clearly state on the bill that it is based on an estimation; and
  - ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (3) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not

read (if less than 12 months), or otherwise over 12 months.

- (4) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

### **13.4. Feed in Tariff billing**

Where you accept our offer of a Feed-in Tariff:

- a) the quantity of any Feed-In Electricity will be determined by using metering data from the metering equipment installed at your premise. If reliable metering data about the quantity of your Feed-In Electricity is not available, Your Feed-In Credit may be based on data estimated by your Distributor in accordance with the Energy Laws.
- b) Your Feed-in Credit for a billing period will be credited against the charges payable by you for sale of electricity under this Contract.
- c) If the Feed-In Credit for a billing period is greater than the charges payable by you to us under this Contract, we will advise you of the amount of that excess on your bill and we will credit that amount to the next bill you receive from us.
- d) If you think a Feed-In Credit for a billing period is incorrect, you may request a review of that credit and we will conduct a review in accordance these terms and our complaints handling process.

### **13.5. Your historical billing information**

Upon request, we must give you information about your billing history for the previous 2 years free of charge in accordance with Energy Laws. However, we may charge you if we have already given you this information 4 times in the previous 12 months, or if you require information going back for more than 2 years.

### **13.6. Your electricity (only) consumption information**

Upon request, we must give you information about your electricity consumption for up to 2 years free of charge. However, we may charge you if:

- a) we have already given you this information 4 times in the previous 12 months; or
- b) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

### **13.7. When will we send your bill?**

- (1) We will issue a bill to you once each billing cycle.
- (2) Your initial billing cycle is detailed in our Offer Summary.
- (3) With your consent, we may agree on a different billing cycle with you.
- (4) In addition, we may:
  - a) issue a bill to you if the meter at your supply address is replaced or reconfigured or if your rate type or rate changes during a billing period; or
  - b) change your billing cycle to reflect the meter reading frequency and billing cycle determined by your distributor or because of automated interval meters being installed. Any changes to your billing cycle will be made by us in accordance with applicable energy laws and we will advise you before we vary your billing cycle.

### **13.8. Application of energy concessions and rebates**

- (1) We will apply any concessions and or rebates that you may be eligible for, where you have provided us with the appropriate information about your eligibility.
- (2) By providing us with the information about your eligibility for a concession or rebate, you are

authorising us to share and validate this information with the relevant State, Territory, and Federal Government authorities, including Centrelink and the Department of Veterans Affairs.

### **13.9. Bill smoothing**

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12-monthly estimate of your energy consumption.

## **14. Payment**

### **14.1. What you must pay**

you must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

### **14.2. The issue of reminder notices**

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

### **14.3. Difficulties in paying**

- (1) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (2) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans canceled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.
- (3) Additional protections may be available to you under our Customer Hardship Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our [website](#).

### **14.4. Late payment fees**

- (1) A late payment fee may apply if you do not pay your Bill by the due date, to the extent this is permitted under applicable Energy Laws.
- (2) You will be notified in your Offer Summary document, or via a notice of an amendment to Your Terms and Conditions, of any late payment fees which apply to your Contract. Details will be included of the amount of the fee, and the circumstances in which it will be applied. The Late Payment Fee will also be listed in our additional fees schedule.
- (3) The removal or reduction of a Pay on Time Discount is not a late payment fee for the purposes of this clause.
- (4) We will not charge or will waive a late payment fee where:
  - a) You receive a government-provided concession or rebate; or
  - b) You request an extension of time to pay, and that extension has not expired; or
  - c) You have a matter under consideration by the relevant Energy ombudsman; or
  - d) Your Bill is subject to an arrangement to pay under a hardship or instalment plan; or
  - e) You have received a form of government assistance for payment of the Bill or
  - f) We become aware that You are seeking government assistance for payment of the Bill or
  - g) Energy Laws otherwise require us not to charge or to waive the late payment fee.

## **15. Meter Provision, Installation, and Maintenance**

### **15.1. Access to Metering Equipment.**

- (1) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).

- (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.
- (3) If we or our representatives seek access to the premises under paragraph (a), we will:
  - a) comply with all relevant requirements under the energy laws; and
  - b) carry or wear official identification; and
  - c) show the identification if requested.
- (4) If we propose to replace your electricity meter, we must 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.

## **15.2. Testing of Metering Equipment.**

- (1) You may request us your Distributor, or a responsible person to test the Metering Equipment your premise to ascertain whether the Metering Equipment is defective.
- (2) This test may be carried out at your cost unless the metering equipment is found to be defective. We will not request you to pay in advance for the cost of a meter check or test requested by you and will not require you to pay the cost of the check test if the meter or metering data proves to be faulty or incorrect.
- (3) We will provide copies of the results of any testing of metering equipment to You upon request.

## **15.3. Failure to provide access to metering installations**

- (1) If You fail to provide access to meters and metering installations for the purposes of obtaining meter readings, we will use estimated meter data, in accordance with industry guidelines to calculate your usage and charges.
- (2) You must either:
  - a) pay for usage and charges using estimated data, or:
  - b) provide access to the meter installation to enable a meter reading to be taken.
- (3) Continued failure to provide access to meter installations for any purpose may result in de-energisation of your Energy service in accordance with the Energy Laws.

# **16. Interruption to Electricity Supply**

## **16.1. Retailer arranged planned interruptions**

Where we are responsible for your metering installation, we may arrange retailer planned interruptions (maintenance repair etc.)

- (1) We may arrange retailer planned interruptions to the supply of electricity to your premises, where permitted under the Energy Laws for the purpose of the installation, maintenance, repair or replacement of your electricity meter.
- (2) If your electricity supply will be affected by a retailer planned interruption arranged by us and section 9.3 - Life Support requirements, does not apply, then:
  - a) we may seek your explicit consent to the interruption occurring on a specified date; or
  - b) we may seek your explicit consent to the interruption occurring on any day within a specified 5 business day range; or
  - c) otherwise, we will give you at least 4 business days' notice of the interruption by mail, letterbox drop, press advertisement or other appropriate means.

## **16.2. Your right to information about planned interruptions**

- (1) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the premises which was arranged by us.
- (2) If you request an explanation be in writing we must, within 10 business days of receiving the request,

give you either:

- a) the written explanation; or
- b) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- c) For interruptions made by your distributor, we may refer you to your distributor to provide information.

## **17. Undercharging and Overcharging**

### **17.1. Undercharging**

- (1) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - a) we will not charge interest on the undercharged amount; and
  - b) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (2) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

### **17.2. Overcharging**

- (1) Where you have been overcharged by less than \$50 (or such other amount as the Australian Energy Regulator determines under the Rules from time to time), and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (2) Where you have been overcharged by \$50 (or such other amount as the Australian Energy Regulator determines under the Rules from time to time), or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (3) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
- (4) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

### **17.3. Reviewing your bill**

- (1) 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.
- (2) If you ask us to, we must 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. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (3) 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.

## **18. Security deposits**

### **18.1. Security deposit**

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.

### **18.2. Interest on security deposits**

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

### 18.3. Use of a security deposit

- (1) we may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this Contract:
  - a) if you fail to pay a bill and as a result, we arrange for the disconnection of your premises; or
  - b) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).
- (2) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

### 18.4. Return of security deposit

- (1) we must return your security deposit and any accrued interest in the following circumstances:
  - a) you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or
  - b) subject to the terms of this Contract, you stop purchasing energy at the relevant premises under this Contract.
- (2) 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.

## 19. Disconnection of Supply

### 19.1. When can we arrange for disconnection?

Subject to us satisfying the requirements in the Rules, we may arrange for the disconnection of your premises if:

- a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:
  - i. fail to comply with the terms of an agreed payment plan; or
  - ii. do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- b) you do not provide a security deposit we are entitled to require from you; or
- c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this Contract; or
- e) we are otherwise entitled or required to do so under the Rules or by law.

### 19.2. Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

### 19.3. When we must not arrange disconnection

- (1) Subject to paragraph (2), your premises may not be disconnected during the following times ('the protected period'):

**Note for Victorian Customers:** The protected period for a residential customer in Victoria is before 8.00am or after 2.00pm. The protected period for a business customer in Victoria is before 8.00am or after 3.00pm.

- i. on a business day before 8.00am or after 3.00pm; or
- ii. on a Friday or the day before a public holiday; or
- iii. on a weekend or a public holiday; or
- iv. on the days between 20 December and 31 December (both inclusive) in any year; or
- v. If you are being disconnected under clause 14.1 a), during an extreme weather event.

**Note for Victorian Customers:** Paragraph v) does not apply.

- (2) your premises may be disconnected within the protected period:
  - i. for reasons of health and safety; or
  - ii. in an emergency; or
  - iii. as directed by a relevant authority; or
  - iv. if you are in breach of your customer connection Contract which deals with interference with energy equipment; or

**Note for Victorian Customers:** Victorian Customers may be disconnected if it is permitted under their connection Contract or under the applicable energy laws.

- v. if you request us to arrange disconnection within the protected period; or
- vi. if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
- vii. where the premises are not occupied.

## 20. Reconnection After Disconnection

- (1) we must request your distributor to reconnect your premises if, within 10 business days of your premises being disconnected:
  - a) you ask us to arrange for reconnection of your premises; and
  - b) you rectify the matter that led to the disconnection; and
  - c) you pay any reconnection charge (if requested).
- (2) we may terminate this Contract 10 business days following disconnection if you do not meet the requirements in paragraph (1).

## 21. Wrongful and Illegal Use of Energy

### 21.1. Use of energy

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

- a) illegally use energy supplied to your premises; or
- b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- c) use the energy supplied to your premises or any energy equipment in a manner that:
  - i. unreasonably interferes with the connection or supply of energy to another customer; or
  - ii. causes damage or interference to any third party; or
- d) allow energy purchased from us to be used otherwise than in accordance with this Contract and the Rules; or
- e) tamper with, or permit tampering with, any meters or associated equipment.

## 22. Debt Recovery

We will not commence legal proceedings for debt recovery while you continue to make payments under an agreed payment arrangement, and we will comply with any relevant regulatory requirements governing debt collection.

## 23. Notices and Bills

- (1) Notices and bills under this Contract must be sent in writing unless this Contract or the applicable Energy Laws say otherwise.
- (2) If you've provided your consent in accordance with the Energy Laws and rules (either at the time of entering into this Contract or at a later stage) to receive notices and bills electronically, we may send notices and bills under this Contract to you electronically.
- (3) A notice or bill sent under this Contract 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 premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - b) on the date 2 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.
- (4) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## 24. Privacy Act Notice

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.

### 24.1. How to opt out of receiving marketing communications

You can opt out of receiving marketing communications in any of the following ways:

- by sending an email to [donotcontact@elysianenergy.com.au](mailto:donotcontact@elysianenergy.com.au)
- by calling the customer service team: Elysian Energy Phone: 03 8630 2825 (Monday - Friday, 8 am - 6.30pm AEST) in writing addressed to:  
The Privacy Officer  
Elysian Energy  
Level 10, Tower 4  
611 flinders street, Docklands, Victoria

### 24.2. Information required to opt out of receiving marketing communications

Please let us know whether you wish to opt out of all marketing communications or marketing communications by specific contact channel(s). you may opt out of receiving marketing communications by:

- Direct Mail
- Email
- Telephone
- SMS/MMS
- All Channels

Please provide your contact details for each of the channels you wish to stop getting marketing communications through. **Note:** these details are used to ensure you are not included in direct marketing lists, so please make sure your information is complete and accurate.

If you are a customer, please provide your customer or account numbers so that your request can be confirmed against your customer details.

## 25. Complaints and Dispute Resolution

### 25.1. Complaints

If you have a complaint relating to the sale of energy by us to you, or this Contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures, which can be found at [elysianenergy.com.au](http://elysianenergy.com.au).

### 25.2. Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- a) of the outcome of your complaint and the reasons for our decision; and
- b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman in your state.

## **26. How to get in touch with your Ombudsman**

### **Energy and Water Ombudsman NSW**

**Mail:** Reply Paid 86550, Sydney South NSW 1234

**Phone:** 1800 246 545

**Fax:** 1800 812 291

**Email:** [complaints@ewon.com.au](mailto:complaints@ewon.com.au)

**web:** [www.ewon.com.au](http://www.ewon.com.au)

### **Energy and Water Ombudsman Queensland**

**Mail:** PO 3640, South Brisbane BC, QLD 4101

**Phone:** 1800 662 837

**Fax:** (07) 3087 9477

**Email:** [complaints@ewoq.com.au](mailto:complaints@ewoq.com.au) or [info@ewoq.com.au](mailto:info@ewoq.com.au)

**web:** [www.ewoq.com.au](http://www.ewoq.com.au)

### **Energy Industry Ombudsman SA**

**Mail:** GPO Box 2947, Adelaide SA 5001

**Phone:** 1800 665 565

**Fax:** 1800 665 165

**Email:** [contact@ewosa.com.au](mailto:contact@ewosa.com.au)

**web:** [www.ewosa.com.au](http://www.ewosa.com.au)

### **Energy and Water Ombudsman Victoria**

**Mail:** Reply Paid 469, Melbourne VIC 8060

**Phone:** 1800 500 509

**Fax:** 1800 500 549

**Email:** [ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)

**web:** [www.ewov.com.au](http://www.ewov.com.au)

## **27. Force Majeure**

### **27.1. Effect of force majeure event**

If either party to this Contract cannot meet an obligation under this Contract because of an event outside the control of that party ('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 party 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.

### **27.2. Deemed prompt notice**

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.

### **27.3. Obligation to overcome or minimise the effect of force majeure event**

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.

### **27.4. Settlement of industrial disputes**

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. Applicable Law

This Contract is governed by the laws in force in the State or Territory in which your premises are located.

## 29. Retailer of Last Resort Event

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under the National Energy Retail Law and the Rules to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this Contract will come to an end.

## 30. General Obligations

### 30.1. Our obligations

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

### 30.2. Amending this Contract

- (1) We may amend this Contract (including any or all these Contract Terms and Conditions, the explanation of Benefits and your Offer Summary) from time to time to:
  - i. reflect any laws, codes, regulatory guidelines or instructions by the relevant regulator that are amended or introduced after this Contract commences; and
  - ii. make variations to this Contract that are reasonably necessary to achieve optimal business efficiency and performance or to protect our legitimate business interests.
- (2) If we amend this Contract, we'll give you notice of the changes in accordance with Energy Laws, following which the amended terms set out in the notice will form part of this Contract.
- (3) You consent to us amending this Contract by notice and you agree to comply with this Contract as amended by that notice.
- (4) We won't amend this Contract so that it is inconsistent with the Energy Laws or rules.
- (5) We aren't obliged to continue to offer any plan or Benefit beyond the expiration of any existing Benefit Term.

## 31. A simplified explanation of terms

**Benefit** means a benefit (such as a price discount) provided to you for a minimum period or a fixed benefit period under a market retail Contract during the term of the Contract;

**Benefit Term** means the term of any benefit provided;

**billing cycle** 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 energy from a retailer;

**customer connection Contract** means a Contract between you and your distributor for the provision of customer connection services;

**designated retailer** means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

**disconnection** means an action to prevent the flow of energy to the premises, but does not include an interruption;

**distributor** means the person who operates the system that connects your premises to the distribution network;

**Electricity Industry Act** means the Electricity Industry Act 2000;

**emergency** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the

distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

**energy** means electricity;

**Energy Laws** means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

**Energy Retail Code** means the Energy Retail Code produced by the Essential Services Commission Victoria and as amended from time to time.

**force majeure event** means an event outside the control of a party;

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

**National Energy Retail Law** means the Law of that name that is applied by each participating State and Territory;

**Offer Summary** means the document titled "Offer Summary (Written Disclosure Document)" or similar setting out the details of your request for supply including product, tariff, and charges.

**relevant authority** means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

**residential customer** means a person who purchases energy principally for personal, household or domestic use at their premises;

**retailer** means a person that is authorised to sell energy to customers;

**RoLR event** means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

In Victoria, the Retailer of Last Resort scheme is under the Electricity Industry Act or the Gas Industry Act.

**Rules** means the National Energy Retail Rules made under the National Energy Retail Law or the Victorian Energy Retail Code and Electricity Industry Act 2000.

Until the National Energy Retail Law and the National Energy Retail Rules are adopted in Victoria, the energy laws applicable in Victoria are the Electricity Industry Act 2000 and the Energy Retail Code. For customers in Victoria, all references to the National Energy Retail Law and Rules in this Contract should be read as references to the Energy Retail Code unless stated otherwise.

**security deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;

**small customer** means:

(a) a residential customer; or

(b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

In Victoria, a small customer is a 'domestic or small business customer' as defined in the Electricity Industry Act or the Gas Industry Act.