



Aurora PAY AS YOU GO

Terms and conditions



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Your contract with Aurora

This Contract is about the sale of electricity to you as a Residential Customer and the account holder at your current Supply Address.

Privacy Collection Statement

At Aurora, we value your privacy.

Aurora collects, uses and discloses your personal information (including metering data and information which may be sensitive information) to provide products, services and information to our customers, for our business operations and to comply with the law. We may also use your personal information to contact you with information about new offers and services.

If you do not wish to receive this information you can opt out of this service. If you choose not to provide your personal information to us, we may not be able to provide you with the services or information you require.

We may disclose your personal information to our related bodies corporate, agents, contractors and service providers (such as mail houses, data processing analysts and debt collection agencies) and, where relevant, your energy Distributor and other energy retailers. We do this where required for our business operations, authorised by law or where you have provided consent. Some of these entities may be located overseas. Our privacy policy provides more information about the countries in which these entities are located. You can find this at www.auroraenergy.com.au

Our privacy policy also contains more detailed information about how we usually collect, use and disclose your personal information, how you can ask for access to it or seek correction of it, how you can make a complaint and how we will deal with such a complaint.

It is also important to note that we may disclose your personal information to a credit reporting body in certain circumstances. Our website (www.auroraenergy.com.au) contains our "Credit Reporting Privacy Code Statement of Notifiable Matters". This Statement contains important information on credit reporting, including the credit reporting bodies to which we are likely to disclose your credit-related personal information, your rights in relation to such information (such as rights to access and request corrections) and whether we are likely to disclose such information overseas. We can also provide you with a copy of that statement on request.

If you provide us with personal information about another person (such as an additional account holder), please make sure that you tell that person about this privacy statement.

How to contact us

Write to Aurora Energy, GPO Box 191, Hobart TAS 7001

Visit www.auroraenergy.com.au

Phone us on any of the following numbers:

Account/General/Connection	1300 13 2003
Switchboard	1300 13 2007
Home electricity	1300 13 2003
Business electricity	1300 13 2045
Customer feedback	Freecall 1800 80 0753
Fax enquiries	(03) 6237 3444
Interstate callers	(03) 6237 3400

Electrical safety

In a life threatening situation, call **000**.

If there is a power outage or you are worried about electrical safety you should contact your electricity distributor, TasNetworks on **13 2004**.

National Relay Service

If you are deaf or have a hearing impairment, contact us through the National Relay Service. TTY users phone **13 3677**, Speak and Listen users phone **1300 555 727** and ask to be connected to Aurora Energy on the numbers listed above.

Translation information

If you need this information translated into other languages, please call the Translating & Interpreting Service on 13 1450.

German	Wenn Sie diese Informationen übersetzt haben möchten, rufen Sie bitte die Nummer 131 450 an.
Italian	Se hai bisogno che queste informazioni siano tradotte, sei pregato di chiamare il numero 131 450.
Korean	이 내용을 한국어로 확인하고 싶으시다면, 131 450번으로 연락주시기 바랍니다.
Arabic	إذا كنت بحاجة إلى ترجمة هذه المعلومات، يرجى الاتصال بالرقم 131 450.
Chinese	若您需要对这项信息进行翻译，请致电131 450。
Greek	Για υπηρεσίες διερμηνείας και μετάφρασεις καλέστε το τηλέφωνο 131 450.

1. Prepayment Meter market agreement

1.1 About your Contract with us

- 1.1.1 These are the terms that apply to the electricity which we supply to you.
- 1.1.2 These terms, together with (a) the Application Form for Aurora PAY AS YOU GO; (b) the *Aurora PAY AS YOU GO How it works* brochure; and (c) the *Aurora PAY AS YOU GO Rates and charges* brochure, form a Prepayment Meter Agreement between you and Aurora Energy ('this Contract') for the supply of electricity. By completing the Application Form or providing consent over the telephone to connect to Aurora PAY AS YOU GO you have given your Explicit Informed Consent to enter into this Contract.
- 1.1.3 The Application Form for Aurora PAY AS YOU GO, the *Aurora PAY AS YOU GO How it works* brochure and the *Aurora PAY AS YOU GO Rates and charges* brochure together form the written disclosure statement provided to you by us in accordance with our obligations under the National Energy Retail Rules ('NERR').
- 1.1.4 The supply of electricity under this Contract depends on the Supply Address being suitable for the installation of a Prepayment Meter. You are ineligible to enter into this Contract if:
 - (a) your meter box contains four (4) or more connections
 - (b) your installation is a multi-phase connection
 - (c) there is a life support system connected to mains poweror
 - (d) you are unable to access your meter box safely.

1.2 About the National Energy Retail Rules and the Regulatory Requirements

- 1.2.1 Each party must comply with all relevant requirements imposed by Regulatory Requirements and the NERR.
- 1.2.2 The NERR applies to this Contract except where there is any inconsistency or permitted variation, and then this Contract prevails to the extent allowed by the NERR.
- 1.2.3 You can inspect the NERR at the Australian Energy Market Commission's website www.aemc.gov.au

1.3 Definitions and interpretation

- 1.3.1 In this Contract, 'we', 'our', 'us' or 'Aurora' are used when referring to Aurora Energy, and we use 'you' or 'your' when referring to you, our customer.
- 1.3.2 The glossary set out in clause 12 provides the meanings of certain words used in this Contract and the rules of interpretation applying to this Contract.

1.4 Contacting us

- 1.4.1 Except where otherwise specified in this Contract or an applicable Regulatory Requirement, any communication between us and you, or notices you make under this Contract, may be made in the following ways:
 - (a) by writing to us at Aurora PAY AS YOU GO, GPO Box 191 Hobart TAS 7001
 - (b) via our customer feedback form located at www.auroraenergy.com.auor
 - (c) by calling us on **1300 13 2003**.

2. Supply Commencement Date and term

2.1 Trial Period

- 2.1.1 This Contract is subject to the expiry of a three (3) month Trial Period. You may terminate this Contract by giving us notice in writing or over the telephone during the Trial Period at no cost to you. The Trial Period also applies to you if you were deemed to enter this Contract via clause 2.3. In such case, your Trial Period will commence from the Deemed Commencement Date.
- 2.1.2 We will send you a notice not more than twenty (20) and not fewer than ten (10) Business Days before the expiry of the Trial Period advising you of the date of the expiry of the Trial Period and the options available to you. If you do not elect to terminate this Contract prior to the expiry of the Trial Period then you are taken to have agreed that this Contract will continue after the Trial Period.
- 2.1.3 If you choose to exercise your right to terminate this Contract under clause 2.1.1 or clause 2.3.4, we will make immediate arrangements for:
- (a) the removal or rendering non-operational of the Prepayment Meter at no cost to you
 - (b) the installation of a Standard Meter or the conversion of the Prepayment Meter to a standard operating mode so that the Prepayment Meter operates as a Standard Meter at no cost to you
 - (c) providing you with information about and a general description of our Standard Retail Contract and the options available to you.

2.2 Commencement Date

- 2.2.1 If you move into a premises that does not have a Prepayment Meter, this Contract will commence on the date an authorised electrical contractor installs a Prepayment Meter at your Supply Address ('Commencement Date') and you will be treated as having agreed to enter into the Contract on that date. A once-off Installation Fee will apply in this situation.
- 2.2.2 If you move into a premises that has a Prepayment Meter already installed, then you will be a Deemed Customer as per clause 2.3.
- 2.2.3 Notwithstanding any other provision of this Contract, we will not be obliged to supply electricity to you until:
- (a) the Prepayment Meter has been installed at the Supply Address
 - (b) the date we first become financially responsible to pay Australian Energy Market Operator (AEMO) for electricity used at your Supply Address.

2.3 Deemed customers of Aurora Energy

- 2.3.1 You will be treated to have given consent to enter into this Contract where you have moved into a premises that is supplied with energy using a Prepayment Meter and you have started to consume electricity at the Supply Address.
- 2.3.2 The commencement date of a Contract for a deemed customer referred to in clause 2.3.1 is the date we reasonably determine you began to take supply of energy at the premises ('Deemed Commencement Date').

- 2.3.3 We will send you a notice within ten (10) Business Days of us becoming aware that you have begun to take supply of energy at the premises, advising that you have deemed to consent to enter into this Contract and that electricity is supplied to your premises under the terms and conditions of this Contract. We will send you a copy of this Contract, the *Aurora PAY AS YOU GO How it Works* brochure, the *Aurora PAY AS YOU GO Rates and charges* brochure and information about the location of Recharge Agents with the notice.
- 2.3.4 This Contract is subject to a three (3) month Trial Period as described in clause 2.1. You have up to three months from the Deemed Commencement Date to terminate this Contract in accordance with clause 2.1.1 and have the Prepayment Meter removed or converted and a Standard Meter installed or activated at no cost to you. We will give you sufficient notice of the expiry of the Trial Period in accordance with clause 2.1.2. If you do not elect to terminate this Contract before the end of the Trial Period then you are taken to have entered into a new Prepayment Meter Contract and it will commence accordingly. A once-off Administration Fee will apply and a new Trial Period will apply in accordance with clause 2.1.2.

2.4 Connection to Distribution System

- 2.4.1 In accordance with all applicable Regulatory Requirements, the supply of electricity under this Contract depends on the Supply Address being connected to the Distribution System.

2.5 Contract term

- 2.5.1 We will sell electricity to you in accordance with this Contract from the Commencement Date or Deemed Commencement Date (whichever is applicable to you) until the End Date or the date this Contract is otherwise terminated in accordance with clause 2.1.1 or clause 3.
- 2.5.2 We will send you a notice no earlier than forty (40) and no later than twenty (20) Business Days prior to the End Date of this Contract, advising you that this Contract will finish on the specified End Date and providing you with information about, and a general description of, the customer retail contract options available to you. This notice may – but is not required to – give you the option to enter into another Prepayment Meter market agreement on the same terms and conditions as this Contract.
- 2.5.3 If a notice issued under clause 2.5.2 contains the option of entering into another Prepayment Meter market agreement on the same terms and conditions as this Contract and you continue to take a supply of electricity after the End Date without having entered into another contract then we shall treat that as an offer by you to enter into a new Contract with us on the same terms and conditions as are set out in this Contract, with the New Commencement Date being the day after the End Date.
- 2.5.4 If a notice issued under clause 2.5.2 does not contain the option of entering into another Prepayment Meter agreement on the same terms and conditions as this Contract, we will make arrangements for:
- (a) the removal or rendering non-operational of the Prepayment Meter
 - (b) the installation of a Standard Meter or the conversion of the Prepayment Meter to a standard operating mode so that the Prepayment Meter operates as a Standard Meter.

In each case this will occur from the End Date and we may charge you a fair and reasonable Meter Removal Fee. If you continue to take a supply of electricity at the premises after the End Date without having entered into a new Contract then you will be charged for your consumption at our standing offer prices and subject to the terms and conditions of our Standard Retail Contract.

3. Termination

3.1 Termination after the Trial Period

- 3.1.1 You may terminate this Contract at any time after the expiry of the Trial Period by notifying us using the methods outlined in clause 1.4.1.
- 3.1.2 This Contract will terminate if we receive notice from another retailer that you have entered into a retail contract with them for the supply of electricity in respect of the Supply Address. This Contract will terminate on the date that your new contract with a different retailer begins.

3.2 Fees on termination of this Contract

- 3.2.1 If you terminate this Contract after the Trial Period has elapsed we may charge you our fair and reasonable termination and meter removal costs by charging you an Administration Fee or a Meter Removal Fee (as set out in your *Aurora PAY AS YOU GO Rates and charges* brochure).
- 3.2.2 Subject to clause 3.2.3, an Administration Fee is applicable to you if this Contract is terminated after the expiry of the Trial Period for the following reasons:
 - (a) you are moving to a new address
 - (b) you are moving out of the Supply Address and are no longer responsible for the purchase of electricity at any address within Tasmania.
- 3.2.3 If you are terminating this Contract because you are moving to a new address we will waive the Administration Fee if you enter into another agreement to have a Prepayment Meter at your new supply address. However, you may incur other costs as applicable under your new Contract.
- 3.2.4 A Meter Removal Fee is applicable to you if you terminate this Contract because you wish to revert back to our Standard Retail Contract or you wish to contract with a retailer other than ourselves and require us to remove the Prepayment Meter from your Supply Address and install a Standard Meter or convert the Prepayment Meter to a standard operating mode so that the Prepayment Meter operates as a Standard Meter.
- 3.2.5 If you wish to terminate this Contract within the Trial Period under clause 2.1.1, or due to a notice of variation of fees, rates or charges pursuant to clause 5.2.2, then we will not charge you the Administration Fee or the Meter Removal Fee and we will provide you with information about our Standard Retail Contract.

3.3 Consequences of termination

- 3.3.1 If you are moving out in accordance with clause 3.7.1 the effective date of termination shall be:
 - (a) the time you vacate the Supply Address if you have given us the notice referred to under that clauseor
 - (b) when the first of the following events occurs if you have not given us the notice referred to in that clause
 - (i) another customer enters or is deemed to enter a Contract with us for the supply of electricity at the Supply Addressor
 - (ii) the Prepayment Meter is deactivated or removed or converted and/or a Standard Meter installed or activated at the Supply Address.

- 3.3.2 If you are moving out due to clause 3.7.1, you must decommission the Prepayment Meter in accordance with the *Aurora PAY AS YOU GO How it works* brochure to obtain your refund and pay any outstanding charges.
- 3.3.3 If you wish to terminate this agreement pursuant to clause 3.2.4, we shall make immediate arrangements for the Distributor to de-energise and remove the Prepayment Meter. An authorised electrical contractor will record any refund owed to you or any debt owed to us on the Prepayment Meter and forward this information to us. We will send you a cheque or make an electronic funds transfer to your nominated bank account of any refund owed to you after deducting any outstanding charges. If a debt still exists we will charge this amount to you.
- 3.3.4 You are responsible for paying for all electricity consumed at the Supply Address for the duration of this Contract at the rates set out in the current *Aurora PAY AS YOU GO Rates and charges* brochure (as varied in accordance with clause 5) up to and including the date this Contract ends or is terminated. Termination will not affect your or our obligation to pay any amount due at the date of termination or following termination, or any accrued rights or remedies that we or you may have under this Contract.

3.4 New arrangement with us

- 3.4.1 If you enter into another arrangement with us in relation to the Supply Address, this Contract will end when that arrangement begins.

3.5 Request for disconnection

- 3.5.1 If you request that the Supply Address be permanently or temporarily disconnected then we will use our Best Endeavours to ensure that your Supply Address is disconnected as you have instructed; and this Contract will terminate in accordance with clause 3.2.4.

3.6 Reversion to our Standard Retail Contract

- 3.6.1 If you wish to revert to our Standard Retail Contract after the expiry of the Trial Period, you can terminate this Contract at any time by providing us with notice using any of the methods listed in clause 1.4.1. We will make immediate arrangements for:
- (a) the provision of information about, and a general description of, the customer retail contract options available to you
 - (b) the removal or conversion of the Prepayment Meter
 - (c) the installation or activation of a Standard Meter to replace the Prepayment Meter.

You will be subject to the charges as set out in the *Aurora PAY AS YOU GO Rates and charges* brochure.

3.7 Vacating the Supply Address

- 3.7.1 If you are intending to vacate your Supply Address, you can terminate this Contract by providing us with notice at least five (5) Business Days before you move out, notifying us of the date you are vacating the Supply Address and providing a forwarding address.
- 3.7.2 If you terminate this Contract under clause 3.7.1, we may charge you fair and reasonable fees in accordance with clause 3.2.
- 3.7.3 If you give notice of your intention to vacate the Supply Address under clause 3.7.1, you must comply with the termination procedures under clause 3.2 and clause 3.3.
- 3.7.4 When you are vacating the Supply Address, you are responsible for decommissioning the Prepayment Meter and obtaining a refund of any credit remaining. Instructions on how to retrieve credit from the Prepayment Meter are provided in the *Aurora PAY AS YOU GO How it works* brochure.

3.8 Termination for breach

- 3.8.1 If you breach this Contract, we may terminate this Contract once one of the following occurs:
- (a) your Supply Address has been disconnected for ten (10) Business Days and you do not have a right under clause 4.4.1 of this Contract to be reconnected
 - or
 - (b) you have entered into a new contract with us.

4. Our right to disconnect

4.1 Our rights to disconnect the Supply Address

- 4.1.1 We may disconnect the Supply Address in accordance with Regulatory Requirements.
- 4.1.2 We cannot disconnect you until:
- (a) we use our Best Endeavours to contact you
 - (b) we provide you with a written disconnection warning giving you five (5) Business Days' notice of our intention to disconnect you.

4.2 Unauthorised or illegal use of electricity

- 4.2.1 If you have obtained electricity by an Illegal Use, we may immediately disconnect the Supply Address.
- 4.2.2 Where you have been undercharged as a result of your illegal use of electricity we will estimate the electricity consumption for which you have not paid and either:
- (a) bill you for all the unpaid amount
 - or
 - (b) recover the amount by making an agreed adjustment to the charges in the Prepayment Meter system through the application of a Progress Rate as per clause 5.4.1.

4.3 Restrictions on our power to disconnect

- 4.3.1 We will not disconnect the Supply Address except in accordance with the Regulatory Requirements.

4.4 Reconnection

- 4.4.1 If the Supply Address has been disconnected and within ten (10) Business Days of the disconnection you have:
- (a) if relevant, rectified the matter that led to the disconnection or made arrangements to our satisfaction
 - (b) made a request for reconnection
 - (c) paid any charge for reconnection
- then we will initiate a request to the Distributor for reconnection of the Supply Address.

4.5 Disconnection not termination

- 4.5.1 Disconnection of the Supply Address, for any reason, does not constitute an automatic termination of this Contract, nor does it prevent us from terminating this Contract in accordance with its terms.

5. Charges and variations

5.1 Charges set out in this Contract

5.1.1 The initial charges are as set out in the most recently published *Aurora PAY AS YOU GO Rates and charges* brochure. We reserve the right to amend the rates and charges at any time in accordance with clause 5.2.

5.1.2 The charges under this Contract will be:

(a) for daily rates, the amount debited each day from your Prepayment Meter

(b) if this Contract states different rates of charges for separate periods (such as time of use pricing) for an electricity consumption rate

then the charges will be the sum of your electricity consumption during any separate periods multiplied by the applicable electricity consumption rate for that separate period.

5.2 Notification of changes in tariffs and charges

5.2.1 We must give notice as soon as practicable of any variation to the charges set out in the *Aurora PAY AS YOU GO Rates and charges* brochure by either:

(a) giving you written notice

or

(b) publishing the notice of the variation on our website and providing sufficient copies of separate notices to be available at and displayed clearly at each Recharge Agent and also by publishing in a Tasmanian newspaper a notice that there has been a variation, and that this variation has been published on our website.

5.2.2 You may terminate this Contract at no cost if, within twenty (20) Business Days after a notice of the variation of fees, rates or charges in relation to this Contract is given to you, you notify us of your intention to terminate the Contract through one of the methods listed in clause 1.4.1.

5.2.3 If you terminate this Contract in accordance with clause 5.2.2 you will not incur the Meter Removal Fee.

5.3 Change in your circumstances

5.3.1 You are required to inform us using any of the methods outlined in clause 1.4.1 of any changes in your circumstances that may affect the charges we are entitled to impose upon you under this Contract. Where possible we will endeavour to update these details within ten (10) Business Days but allow up to twenty-eight (28) days after we receive notice from you regarding the change in your circumstances.

5.4 Restrictions on our right to recover debt

- 5.4.1 You agree if you owe us a debt under clauses 5.7 or 8.2 that we may recover the repayment of this debt by applying a daily surcharge ('Progress Rate') on the Prepayment Meter standing fixed charge.

5.5 Rebates

- 5.5.1 If you are a holder of a Pensioner Concession Card, Health Care Card, Immigration Card or a Community Detention Card, please contact us on **1300 13 2003** as you may be entitled to a rebate, concession or relief in relation to energy charges under a government scheme.
- 5.5.2 If we determine that you are entitled to a rebate, concession or to relief in relation to energy charges under a government scheme, you will be entitled to this in accordance with clause 5.3.1. No backdating of the rebate will be permitted.

5.6 Overcharging

- 5.6.1 Where you have been overcharged as a result of:
- (a) an act or omission on behalf of us or the Distributor;
- or
- (b) a fault in or incorrect operation of a Prepayment Meter system found following a check or test under clause 6.6;
- then, within ten (10) Business Days of us becoming aware of the error or inaccuracy, we will send you a notice seeking your instructions on whether to:
- (a) refund the amount of overcharge by cheque or electronic funds transfer to your nominated bank account
- or
- (b) credit that amount to your Aurora PAY AS YOU GO Smart Card.
- 5.6.2 Where we receive no instructions from you within twenty (20) Business Days from the date of issue of the notice provided to you under clause 5.6.1, we will add the overcharged amount as a credit to your Aurora PAY AS YOU GO Smart Card.

5.7 Undercharging

- 5.7.1 Where you have been undercharged as a result of:
- (a) an act or omission on behalf of us or the Distributor
- or
- (b) a fault in or incorrect operation of a Prepayment Meter system found following a check or test performed under clause 6.6
- then within ten (10) Business Days of us becoming aware of the undercharging we must inform you of this fact, indicate the amount undercharged which we are seeking to recover and inform you of the period during which the undercharging occurred.
- 5.7.2 We will not seek to recover the amount undercharged under clause 5.7.1(a) unless it was undercharged within the nine (9) month period before we informed you of the undercharging. No such time limit applies to an amount undercharged under clause 5.7.1(b).

- 5.7.3 To recover the amount of an undercharge, we will:
- (a) issue you with a special account advising of the undercharge, including a full explanation of how the undercharge arose and how the amount of the undercharge has been calculated
 - (b) give you a period of twelve (12) months within which to pay the amount undercharged if the undercharging occurred over a period of twelve (12) months or more
- or
- (c) give you a repayment period nominated by you, being no longer than the period during which the undercharging occurred if the undercharging occurred over a period of less than twelve (12) months.
- 5.7.4 You must pay the undercharged amount by agreed instalments or, with your consent, we may recover the undercharged amount through the application of a Progress Rate.
- 5.7.5 We will not claim interest on the amount of the undercharge.

5.8 Special Aurora PAY AS YOU GO rates

- 5.8.1 To be eligible for OffPeak Rates, you must qualify for the regulated OffPeak Tariff known as Tariff 61 or Tariff 62.
- 5.8.2 Hours of operation for fixed hard-wired OffPeak storage under OffPeak Rates will be outlined in the *Aurora PAY AS YOU GO Rates and charges* brochure.
- 5.8.3 You may be eligible for the Aurora Heating Discount if you have a fixed hard-wired electric heater of not less than 3.5kW in the main living area, or any number of heaters or a heating cable system with a total rating of at least 3.5kW in the main living area, which must be controlled by a single control switch in that room.
- 5.8.5 Pursuant to clause 5.3.1, you must notify us if your eligibility for the OffPeak Rates and the Aurora Heating Discount rate ceases.
- 5.8.6 If your premises has both the Aurora Heating Discount and OffPeak rates prior to the installation of a Prepayment Meter, the Aurora Heating Discount rate will apply to you after your Prepayment Meter has been installed.

6. Aurora PAY AS YOU GO Smart Card and Prepayment Meters

6.1 Aurora PAY AS YOU GO Smart Card

- 6.1.1 If you lose your Aurora PAY AS YOU GO Smart Card, or the Aurora PAY AS YOU GO Smart Card is damaged, you must immediately notify us and request a new Aurora PAY AS YOU GO Smart Card to be issued.
- 6.1.2 We are entitled to charge you a reasonable fee for a replacement or additional Aurora PAY AS YOU GO Smart Card. We will waive this fee where your Aurora PAY AS YOU GO Smart Card is damaged and replaced due to an inherent fault.
- 6.1.3 You acknowledge Aurora PAY AS YOU GO Smart Cards are our property.
- 6.1.4 We will not reimburse any remaining credit on your Smart Card if you lose or damage your Smart Card.
- 6.1.5 Upon termination of this Contract, it is your responsibility to settle the outstanding debt or obtain reimbursement of credit from the Prepayment Meter by decommissioning the Prepayment Meter as outlined in the *Aurora PAY AS YOU GO How it works* brochure.
- 6.1.6 Upon settling your account on termination of this Contract, you must to return the Aurora PAY AS YOU GO Smart Card to a Recharge Agent or to us via post.
- 6.1.7 Should you move out of the premises you must not pass the Aurora PAY AS YOU GO Smart Card to the next occupant of the property or to any persons unauthorised to use the Aurora PAY AS YOU GO Smart Card.

6.2 Recharge Agents

- 6.2.1 You can pay for additional credit on your Prepayment Meter at any Recharge Agent.
- 6.2.2 Payments can be made by cash and other methods accepted by a Recharge Agent.
- 6.2.3 For locations of the nearest Recharge Agent to you, refer to the Aurora PAY AS YOU GO Recharge Agent Location listing or refer to the listing posted at **www.auroraenergy.com.au**

6.3 Prepayment Meters

- 6.3.1 Your Prepayment Meter has many functions available. Refer to your *Aurora PAY AS YOU GO How it works* brochure to understand how to operate your meter.
- 6.3.2 You will be responsible for ensuring that you maintain sufficient credit on your Prepayment Meter to enable you to consume electricity at the Supply Address.
- 6.3.3 You shall not in any way damage, interfere with or misuse the Prepayment Meter. You may be held liable for any such damage, interference or misuse.
- 6.3.4 You acknowledge that the Prepayment Meter remains our property.
- 6.3.5 Any changes to the height or the relocation of your Prepayment Meter to enable it to operate effectively will be at your expense and must be performed by an authorised electrical contractor.

6.4 Payment difficulties

- 6.4.1 You must notify us by one of the methods outlined in clause 1.4.1 if you are experiencing difficulty in maintaining an adequate amount of credit on your Prepayment Meter.

- 6.4.2 If you notify us in accordance with clause 6.4.1, or if we have identified through our Prepayment Meter management system that you have Self-Disconnected three (3) or more times in any three (3) month period for longer than 240 minutes on each occasion, we will contact you as soon as reasonably practicable to:
- (a) offer to make immediate arrangements for:
 - (i) the removal or rendering non-operational of the Prepayment Meter
 - (ii) the installation of a Standard Meter or the conversion of the Prepayment Meter to an operating mode such that the Prepayment Meter operates as a Standard Meter; at no cost to you
 - (b) provide information about, and a general description of, our Standard Retail Contract, and options available to you including CentrePay, direct debit, and periodic and prepayment arrangements
 - (c) provide information about the State Government and non-government assistance programs, energy charge rebates or relief schemes or any independent financial and other relevant counselling services
 - (d) we will provide you with a referral to State Government assistance programs with your Explicit Informed Consent
 - (e) provide information about Aurora's customer Hardship Policy.
- 6.4.3 We must maintain verifiable records in relation to Prepayment Meter customers who experience payment difficulties sufficient to allow us to answer any questions by the Australian Energy Regulator or the relevant energy ombudsman.

6.5 Access to prepayment metering data

- 6.5.1 You can request from us prepayment metering data from your Prepayment Meter, which includes information for the previous two (2) years or since the commencement of this Contract with you (whichever is shorter) divided into quarterly segments and may contain:
- (a) total electricity consumption in kWh
 - (b) average daily electricity consumption in kWh
 - (c) at a reasonable charge, average daily electricity consumption in kWh at each electricity rate
 - (d) average daily cost of electricity consumption
 - (e) at a reasonable charge, average daily cost of electricity consumption at each electricity rate.
- 6.5.2 Information requested for an earlier period, or more than once in any twelve (12) month period, may be provided at our discretion and subject to a reasonable charge.
- 6.5.3 The prepayment metering data information will be provided to you at no cost, except where charges are specifically mentioned.

6.6 Prepayment Meter testing

- 6.6.1 If you believe the Prepayment Meter is faulty or inaccurate, you can request for your Prepayment Meter to be tested at a reasonable charge for services, which you must pay in advance. We will make immediate arrangements for one or more of the following:
- (a) a check of the prepayment metering data
 - (b) a check or test of the Prepayment Meter system
 - (c) a check or test of the physical link of the Prepayment Meter to or through a transmission network or the distribution network by the responsible person (as identified in the Regulatory Requirements).
- 6.6.2 If the Prepayment Meter is accurate, you will be responsible for paying all testing charges.
- 6.6.3 If the Prepayment Meter is found to be inaccurate or not operating correctly, we will:
- (a) correct any overcharging and/or undercharging in accordance with clauses 5.6 and 5.7
 - (b) reimburse the testing charges
 - (c) make immediate arrangements to replace or repair the Prepayment Meter
 - (d) advise you of the existence of our complaints and dispute resolution procedure (as outlined in clause 10).

7. Information and communication

7.1 Information we require from you

- 7.1.1 You must ensure that your name and Supply Address are correctly set out on the Application Form, and must provide us with identification before we supply electricity to your Supply Address.
- 7.1.2 You must also advise us promptly if there is any change in:
- (a) your contact details
 - (b) the major purpose of using electricity at your Supply Address
 - (c) access to the Prepayment Meter
 - (d) the internal electrical wires or appliances at the Supply Address which may affect the quality or safety of the electricity supplied under this Contract
 - (e) your qualification for a pension rebate or concession.
- 7.1.3 You must also advise us promptly if you or someone in your household requires a Life Support Machine, in which case we will make immediate arrangements for:
- (a) the removal or rendering non-operational of the Prepayment Meter at no cost to you
 - (b) the installation of a Standard Meter or the conversion of the Prepayment Meter to a standard operating mode so that the Prepayment Meter operates as a Standard Meter at no cost to you
 - (c) the provision to you of information about our Standard Retail Contract and options available to you.

- 7.1.4 Even if you do not provide us with the notice required under clause 7.1.3, we will make immediate arrangements as required under clause 7.1.3 if we become aware that you or someone in your household is on a Life Support Machine.
- 7.1.5 If this Contract is terminated pursuant to clauses 7.1.3 or 7.1.4, the Meter Removal Fee is waived.
- 7.1.6 Our obligations under this Contract are subject to you providing us with this information and any other Personal Information we reasonably request from you. We may not be able, or may refuse, to supply you with electricity if you do not provide this information.

7.2 How we use and disclose your Personal Information

- 7.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with our Privacy Policy.
- 7.2.2 We need to collect the Personal Information in this Contract to supply you with electricity. We may use and disclose Personal Information about you for this and related purposes, including to send you information about other products and services.
- 7.2.3 If you do not wish to receive marketing information and offers from us, or if you wish to access any of the Personal Information we hold about you, please contact us on **1300 13 2003**.
- 7.2.4 We will only use or disclose Personal Information about you where the use or disclosure is permitted under the Privacy Legislation. Further information about how we collect, use and disclose your personal information is detailed in our Privacy Policy, available on our website.
- 7.2.5 You also authorise us to seek from, or give to:
 - (a) credit reporting body/bodies
 - (b) other credit providers
 - (c) our agents, contractors and franchiseessuch information about your credit worthiness, credit standing, credit history or credit capacity as credit providers are allowed to give or receive from each other or credit reporting body/bodies under the *Privacy Act 1988* and other applicable Regulatory Requirements as amended from time to time.

7.3 Access to information

- 7.3.1 We will provide you with access to Personal Information we hold about you, on request, unless we are not permitted to by law or required by any Regulatory Requirements to refuse such access. You should contact us on **1300 13 2003** or via the other methods listed in clause 1.4.1 to make an access request.

8. Your obligations in using electricity

8.1 General obligations

- 8.1.1 Our obligations under this Contract are subject to you complying with the requirements in clause 8 and any applicable Regulatory Requirements.
- 8.1.2 You must pay all relevant fees and charges as applicable in the *Aurora PAY AS YOU GO Rates and charges* brochure, or referred to in the Contract, in relation to the supply of electricity at the Supply Address.
- 8.1.3 You must not allow electricity directed to the Supply Address to be used at another address, or take at your Supply Address any electricity provided by us directed to another address.
- 8.1.4 You must not resupply electricity supplied under this Contract to any other person unless specifically agreed to by us in writing or unless permitted by Regulatory Requirements.
- 8.1.5 You must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Prepayment Meter or associated equipment.
- 8.1.6 If we supply electricity to you for a specific purpose, you must not use the electricity for another purpose.
- 8.1.7 You must not allow an unauthorised person to use the Aurora PAY AS YOU GO Smart Card that has been assigned to you.
- 8.1.8 If you wish to change the point at which you take supply at your Supply Address during this Contract, you must notify us at least ten (10) Business Days before your intended date of change.
- 8.1.9 You will sign any forms or other documents necessary to effect registration of Aurora as your electricity retailer under the Rules.
- 8.1.10 You will provide us on request with any information and all other reasonable assistance and co-operation when requested to enable us to comply with the Electricity Law.

8.2 Unauthorised access

- 8.2.1 If you obtain electricity from us by an Illegal Use or otherwise than permitted by this Contract, we may take action to disconnect supply, estimate the usage for which you have not paid, add a reasonable rate of interest to that amount and recover the amount under clause 5.4.1 or take debt recovery action for the unpaid amount and any disconnection and reasonable legal costs. If your actions result in damage to our equipment, we may recover from you the costs of repair or replacement of that equipment together with reasonable investigation and legal costs and costs of disconnection.

8.3 Protection and maintenance of your electricity supply

- 8.3.1 To enable a reliable, safe supply of electricity to be provided to you, you must:
- (a) take reasonable precautions to protect our and the distributors equipment from damage and interference
 - (b) take reasonable precautions to minimise the risk of loss or damage to your equipment which may result from poor quality or reliability of electricity supply
 - (c) provide safe, convenient and unhindered access to enable work on the Distribution System to be carried out
 - (d) not allow a person other than someone you believe to be an accredited electrician who is authorised by the distributor to perform work on an electrical installation
 - (e) not use the electricity supply in a manner that may interfere with the Distribution System or supply to any other electrical installation or cause damage or interference to a third party
 - (f) not interfere or allow someone to interfere with the Distribution System that delivers electricity to the Supply Address, or with any meter (or associated equipment) at the Supply Address.

8.4 Access to Supply Address

- 8.4.1 You must take reasonable steps to give us or our authorised representatives safe, convenient and unhindered access to the Supply Address for the following purposes:
- (a) to install or remove the Prepayment Meter
 - (b) to connect or disconnect electricity supply
 - (c) to inspect or test electrical installations as appropriate
 - (d) to inspect, repair, test or maintain the Distribution System
 - (e) to inspect, read, repair, test or maintain the Prepayment Meter.
- 8.4.2 For the purpose of clause 8.4.1, you must ensure that any animal on your property is under control.

8.5 If you are not the owner of the Supply Address

- 8.5.1 You may only be able to fulfil certain parts of your obligations under this Contract if you are the owner of the Supply Address. If you are not the owner of the Supply Address, we may require you to request that the owner fulfils those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfil those obligations on your behalf, where this Contract is necessary to enable us to carry out our obligations.
- 8.5.2 If you are not the owner of the Supply Address, you must inform the landlord of your intention to install a Prepayment Meter and must obtain their consent for such installation. It is implied when you complete the online application form or give consent over the telephone or sign the Application Form to connect Aurora PAY AS YOU GO, that you have obtained the landlord's consent if you are not the owner of the Supply Address.
- 8.5.3 If you are not the owner of the Supply Address, you will be liable for any loss or damage suffered by the landlord for failing to obtain the landlord's consent for installing a Prepayment Meter on the owner's premises.

9. Our responsibilities in supplying electricity

9.1 Force Majeure Event

- 9.1.1 If a Force Majeure Event results in either party being in breach of this Contract, the obligations of each party will be suspended for the duration of the Force Majeure Event, except any obligations to pay money.
- 9.1.2 The party affected by the Force Majeure Event must use its Best Endeavours to give the other party prompt notice and full details about the Force Majeure Event. They must also give an estimate of its likely duration, the obligations affected by it, the extent it affects those obligations and steps taken to minimise, overcome or remove those effects.
- 9.1.3 For the purposes of clause 9.1.2, our requirement to give you prompt notice is satisfied if:
- (a) we make the necessary information available by way of providing a twenty-four (24) hour telephone service within thirty (30) minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable
 - or
 - (b) if the effects of a Force Majeure Event are widespread and publicised in the media.
- 9.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either party to settle any industrial dispute.

10. Complaints and dispute resolution

10.1 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.

Note: our standard complaints and dispute resolution procedures are published on our website.

10.2 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
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the Tasmanian Energy Ombudsman.

11. General

11.1 Our liability

- 11.1.1 Title and risk in all electricity supplied to you will pass to you at the respective delivery point at your Supply Address.
- 11.1.2 We are not liable to you for any loss, liability or expense which you may suffer or incur unless the loss, liability or expense is a direct result of our negligence or breach of contract.
- 11.1.3 We are not liable for any loss or profits, business or anticipated savings or for any indirect or consequential loss arising out of or in connection with the Distributor's performance (including any act, omission, breach or default) of the connection contract, whether in contract, tort (including negligence) or otherwise.
- 11.1.4 We will not be liable to you for any loss or damage suffered by you which results from disconnection of the Supply Address in accordance with this Contract.
- 11.1.5 We will not be liable to you if any loss or damage suffered by you results from action taken by us or the Distributor under direction from the system operator (who operates the national electricity market) (other than a direction given as a consequence of a failure by either of those parties to comply with this Contract) or any action or failure to act by the system operator in the discharge of its functions.
- 11.1.6 In order for us to be liable to you in accordance with this clause 11.1, full details of any claims you make against us must have been given by you to us within twelve (12) months of the occurrence giving rise to the claim.
- 11.1.7 All of this clause 11.1 is subject clause 11.2 and any liability excluded by Aurora is only excluded to the extent permissible by law including in respect of Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law").

11.2 Consumer Guarantees

- 11.2.1 The Australian Consumer Law automatically implies terms for your benefit and protection into contracts for the supply of certain services that cannot be excluded by us ('Consumer Guarantees'). Subject to clause 11.2, our liability for a breach of these Consumer Guarantees in relation to our services is limited to one of the following remedies:
 - (a) the supply of the services again
 - or
 - (b) the payment of the cost of having the services supplied again.
- 11.2.2 The only terms, conditions or warranties which apply to the services in this Contract are the Consumer Guarantees referred to above (subject to the limit set out in (a) and (b) above and the express terms of this Contract).
- 11.2.3 Where conditions, warranties or undertakings are implied by these laws and cannot be excluded, to the extent permitted by law, our liability for breach of these conditions, warranties or undertakings is (at our option) limited to:
 - (a) providing equivalent goods or services provided under this Contract to your Supply Address
 - or
 - (b) paying you the cost of replacing the goods or services provided under this Contract to your Supply Address, or acquiring equivalent goods or services.

11.3 Interruptions

11.3.1 You agree that the supply to the Supply Address may be interrupted, discontinued or restricted at any time without notice including:

- (a) when permitted or required under law or court order
- (b) for a reason beyond our control
- (c) when there are insufficient quantities of electricity or system capacity to meet the needs of all users
- (d) for repairs, testing, maintenance or other works
- (e) during an emergency or for reasons of public health or safety or the protection of any person or property.

By entering into this agreement you acknowledge that within the normal operation of the Distribution System there will be:

- (a) interruptions to supply
- (b) voltage and frequency fluctuations outside the limits specified in the Rules
- (c) other variations in the quality, nature or continuity of the electricity sold to you under this Contract.

11.3.2 In the circumstances set out in 11.3.1, you agree immediately to cease or reduce your electricity consumption at the Supply Address and to comply with the directions of us.

11.3.3 Where reasonably possible and in accordance with Regulatory Requirements we will give you prior notice of interruptions. Notices or directions given under clause 11.3 may not comply with clause 11.10.

11.4 National Electricity Law

11.4.1 Nothing in this Contract varies or excludes in any way the operation of section 120 of the National Electricity Law or any other limitation of liability or immunities granted under the relevant Regulatory Requirements.

11.5 Survival of certain clauses

11.5.1 Clauses 11.1, 11.2, 11.3, 11.4, 11.5, 11.8 and 11.9 survive the termination of this Contract.

11.6 GST

11.6.1 The charges specified in the *Aurora PAY AS YOU GO Rates and charges* brochure, and the remainder of this Contract, are inclusive of GST unless otherwise specified. If the rate of GST changes after the date of this Contract, we may adjust the amounts payable to reflect that change from the date the change is effective.

11.6.2 Apart from these charges, all other amounts payable or other consideration provided in respect of supplies made under this Contract are exclusive of GST (if any) unless otherwise specified. If GST is levied or imposed on any supply made (or deemed to be made) under this Contract, the payment for that supply (or deemed supply) will be increased by the amount necessary to ensure that the payment net of GST is the same as it would have been prior to the imposition of GST.

11.6.3 Where any amount is payable to you or us as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, that amount will be reduced by the amount of any input tax credit available and, if a taxable supply, will be increased by an additional amount equal to the GST payable in relation to the supply.

11.7 Waiver and variation

- 11.7.1 Except as otherwise provided in this Contract, a right created under this Contract may not be waived except in writing signed by the party granting the waiver.
- 11.7.2 Both we and you must agree to any variation to this Contract (other than our right to vary charges in accordance with clause 5) and this variation must be in writing.
- 11.7.3 We may vary this Contract to the extent reasonably necessary to comply with any change in any Regulatory Requirements after the Commencement Date, to achieve optimal business efficiency and performance or to protect our legitimate business interests.
- 11.7.4 Where the terms and conditions of this Contract are varied pursuant to clause 11.7.3, the publication of the variations will be made in at least one (1) daily newspaper circulating in Tasmania. Such notice shall be sufficient to satisfy the notice requirements of clause 11.10.
- 11.7.5 Where the variations stated in clause 11.7.3 are material, we will send you a copy of the revised contract within ten (10) Business Days of the variations taking effect.

11.8 Applicable law

- 11.8.1 This Contract shall be governed by the laws of Tasmania.
- 11.8.2 We and you submit to the non-exclusive jurisdiction of the courts of Tasmania.

11.9 Confidentiality and privacy

- 11.9.1 All the details of this Contract are strictly confidential. You and we must not disclose them to another person unless:
 - (a) you or we have the consent of the other
 - (b) you or we are required to do so by law
 - or
 - (c) the details have become publicly available.
- 11.9.2 These obligations on confidentiality continue after this Contract ends or is terminated.

11.10 Notices

- 11.10.1 Unless otherwise stated, notices between us may be delivered by telephone, hand, email or post to the address of the addressee as set out in the Application Form to connect to Aurora PAY AS YOU GO.
- 11.10.2 If a notice is sent by post, it is taken to be received three (3) Business Days after posting unless received earlier.
- 11.10.3 You and we must notify each other in writing of any changes to notice details.

12. Glossary of terms

12.1 Definitions

The definitions of terms used in this Contract unless the context otherwise requires are as follows:

Administration Fee means the fee as stipulated in the *Aurora PAY AS YOU GO Rates and charges* brochure. This fee will apply to you upon commencement and completion of this Contract and is attributable to the administrative costs involved in doing so.

AEMO means the company responsible for management of the National Electricity Market, currently the Australian Energy Market Operator (ABN 94 072 010 327).

Application Form for Aurora PAY AS YOU GO means the application form made available by Aurora Energy to connect Aurora PAY AS YOU GO.

Aurora PAY AS YOU GO How it works brochure means the brochure provided to you that outlines the operational features and functions of the Prepayment Meter.

Aurora PAY AS YOU GO Rates and charges brochure means the brochure provided to you that outlines the rates and charges applicable to Aurora PAY AS YOU GO.

Aurora PAY AS YOU GO Recharge Agent location listing means the information sheet that details the locations of merchants around Tasmania who can vend credit for electricity consumption.

Aurora PAY AS YOU GO Smart Card means the electricity prepayment Smart Card issued by us to you which stores value and data on a chip relating to the use of, and charges for, electricity paid in advance by you.

Aurora Energy means Aurora Energy Pty Ltd ABN 85 082 464 622.

Best Endeavours means to act in good faith and use all reasonable efforts, skill and resources.

Business Day means a day on which banks are open for general banking business in Tasmania (other than a Saturday, or a Sunday).

Commencement Date has the meaning given in clause 2.1.

Consumer Guarantees means your rights under the Australian Consumer Law.

Contract means the terms set out in clauses 1 to 12 (inclusive) of this document.

Deemed Commencement Date has the meaning given in clause 2.2.

Distribution System means a network of poles and wires, meters and controls used to supply electricity, or a Distributor uses to transport electricity for supply to customers.

Distributor means the person who is licensed to own or operate the poles and wires used to supply you with electricity. In this case, the Distributor is TasNetworks.

Electricity Law means the ESI Act, the National Electricity Law, the Rules, the NERR and any other statute, regulation, ordinance, code, licence or other law (including the common law) whether state or federal, including any lawfully binding and relevant determination, decree, edict, declaration, ruling, order procedure or other similar pronouncement applying to the supply of electricity under this Contract.

End Date means the first anniversary of the Commencement Date, Deemed Commencement Date or New Commencement Date (whichever is applicable to you).

Explicit Informed Consent means the consent provided by you whereby:

- (a) you give express conscious agreement
- (b) you agree that we have fully and adequately disclosed all relevant matters truthfully and in plain language, including the specific purpose for which your consent will be used.

ESI Act means the *Electricity Supply Industry Act 1995* (Tas).

Force Majeure Event means an event outside our or your control, including, but not limited to, an act of God, fire, lightning, explosion, flood, insurrection or civil disorder, war or military operation, terrorist attack, sabotage, vandalism, embargo, government action, or compliance in good faith with any law, regulation or direction by any federal, state or local government or authority, any failure of the Distribution System, or any failure on the part of the Distributor and industrial disputes of any kind.

Illegal Use means obtaining electricity through fraud or intentional consumption of energy otherwise than in accordance with the Electricity Law.

Installation Fee means the cost of installing a Prepayment Meter at the Supply Address. This fee is set out in the *Aurora PAY AS YOU GO Rates and charges* brochure.

Life Support Equipment means any of the following:

- (a) an oxygen concentrator
- (b) an intermittent peritoneal dialysis machine
- (c) a kidney dialysis machine
- (d) a chronic positive airways pressure respirator
- (e) crigler najjar syndrome phototherapy equipment
- (f) a ventilator for life support
- (g) in relation to a particular customer—any other equipment that a registered medical practitioner certifies is required for a person residing at the customer’s premises for life support.

Meter Removal Fee means the fee as stipulated in the *Aurora PAY AS YOU GO Rates and charges* brochure for the termination of the Contract after the elapse of the Trial Period pursuant to clause 3.2.4. This fee is attributable to an authorised electrician’s charge for de-energising the Prepayment Meter, removing the Prepayment Meter and reinstallation or a reversion charge to activate the Standard Meter on your Supply Address.

National Electricity Law means the law set out in the Schedule to the *National Electricity (South Australia) Act 1996*.

NERR means the National Energy Retail Rules made under the *National Energy Retail Law (South Australia) Act 2010* as published from time to time.

New Commencement Date has the meaning given in clause 2.5.3.

New Prepayment Meter means a Prepayment Meter installed or to be installed, or existing prepayment metering equipment reconditioned, on or after 1 January 2008.

Non-Contestable Customer has the meaning given in section 3 of the ESI Act.

Personal Information means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

Prepayment Meter means an instrument which operates to permit the flow of electricity when activated by an Aurora PAY AS YOU GO Smart Card.

Privacy Policy means the privacy policy adopted by Aurora Energy, which is available from Aurora Energy's website at **www.auroraenergy.com.au**

Progress Rate has the meaning given in clause 5.4.1.

Recharge Agent means a merchant who vends credit for electricity consumption and collects other fees and charges to a customer with an Aurora PAY AS YOU GO Smart Card and a Prepayment Meter.

Regulatory Requirements means any Commonwealth, state or local government legislation including the NERR, Acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administration or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time.

Residential Customer means a person who purchases energy principally for personal, household or domestic use at their premises.

Rules means the National Electricity Rules as published by the Australian Energy Market Operator from time to time (as applicable).

Standard Meter means an instrument (other than a Prepayment Meter) that measures the quantity of electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of electricity.

Self-Disconnected/Self-Disconnection means the interruption to electricity supply because the Prepayment Meter has no credit, including emergency credit.

Supply Address means:

(a) the address for which you purchase electricity from us where there is only one supply point or connection point at that address

or

(b) where there is more than one supply point or connection point at that address, each supply point or connection point through which you purchase electricity.

Tariff has the same meaning as in section 38 of the ESI Act.

Tariff Agreement means an agreement between Aurora Energy and a Non-Contestable Customer who is supplied with electricity under a fixed tariff under section 38 of the ESI Act.

Trial Period means a three (3) month period starting from the Commencement Date, the Deemed Commencement Date, or the New Commencement Date (whichever is applicable).

12.2 Interpretation

In this Contract, unless the context indicates a contrary intention:

- (a) headings are for convenience only and do not affect the interpretation of this Contract
- (b) words importing the singular include the plural and vice versa
- (c) words importing a gender include any gender
- (d) all references to 'include' or 'including' are non-exhaustive and do not imply any limitation
- (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporation and any governmental agency
- (f) a reference to terms of an offer or agreement is to all terms, conditions and provisions of this Contract or agreement
- (g) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rules varying, consolidating, re-enacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute
- (h) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document
- (i) a reference to a person includes that person's officers, employees, contractors, agents or other representatives
- (j) an event that is required under this Contract to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day
- (k) words defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning when used in clause 11.6 of this Contract.

Information is current as at October 2014 and is subject to change without notice.
Much of the information in this brochure is provided to Aurora by third parties.
Aurora makes no claim as to the accuracy of any information provided by third parties.



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