

Aurora PAY AS YOU GO Terms and Conditions

TASMANIA



*no more bills!
no more surprises!*



www.auroraenergy.com.au

YOUR CONTRACT WITH AURORA

PREAMBLE

This Contract is about the sale of electricity to you as a Residential Customer at your current Supply Address (but only if you are the account holder at the Supply Address).

Aurora Energy, for the purpose of this Contract, is both your Retailer and Distributor with respect to the sale and supply of the electricity to your Supply Address. For the sake of simplicity, we use the word “supply” in this Contract to mean the sale of electricity to you as well as the supply of electricity to your Supply Address.

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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 to connect to Aurora PAY AS YOU GO;
- (b) the “How Does Aurora PAY AS YOU GO Work?” brochure; and
- (c) the “What is Aurora PAY AS YOU GO?” brochure,

form a Prepayment Meter Agreement between you and Aurora Energy (“this Contract”) for the supply of electricity. By completing the online application form or providing consent over the telephone or signing the Application Form to connect to Aurora PAY AS YOU GO you have given your Explicit Informed Consent to enter into the Prepayment Meter Agreement.

1.1.3 The Application Form to connect to Aurora PAY AS YOU GO, the How Does Aurora PAY AS YOU GO Work? brochure and the What is Aurora PAY AS YOU GO? brochure together form the written disclosure statement provided to you by us in accordance with our obligations under section 9A.2.1 of the Tasmanian Electricity Code (TEC).

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 power; or
- (d) if you are unable to access your meter box safely.

1.2 About the Tasmanian Electricity Code (TEC) and the Regulatory Requirements

1.2.1 Each of us must comply with all relevant requirements imposed by the Regulatory Requirements.

1.2.2 The TEC applies to this Contract, except that where there is any inconsistency or permitted variation, this Contract prevails to the extent allowed by the TEC.

1.2.3 You can inspect the TEC at the Regulator’s website at www.energyregulator.tas.gov.au or request us to send you a copy of the TEC. We will send you a free copy on your first request and any subsequent requests will be charged at a reasonable fee. Should you request a large print version of the TEC, we can provide this charged at a reasonable fee.

1.3 Definitions and interpretation

1.3.1 In this Contract, “we”, “our”, or “us” 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.

2. SUPPLY COMMENCEMENT DATE AND TERM

2.1 Trial Period

2.1.1 This Contract is subject to an expiry of a Trial Period. You may terminate this Contract at any time 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 2.3. In such case, your Trial Period will commence from the Deemed Commencement Date.

2.1.2 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 reversion of the Prepayment Meter to a standard operating mode so that the Prepayment Meter operates as a Standard Meter at no cost to you; and
- (c) provide you with information about and a general description of our standard Tariff Agreement and the options available to you.

2.1.3 Notification of expiration of the Trial Period will be provided to you in accordance with clause 2.6.

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 Aurora Energy electrical contractor installs a Prepayment Meter at your Supply Address (“Commencement Date”) and we 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 your Contract will start from the Deemed Commencement Date (per clause 2.3). A once-off Moving In Fee will apply in this situation.

2.2.3 Notwithstanding any other provision of this Contract, we will not be obliged to supply electricity to you until the following conditions are satisfied:

- (a) the Prepayment Meter has been installed at the Supply Address; and
- (b) the date we first become financially responsible to pay NEMMCO 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 already connected to a Prepayment Meter, and have failed to notify us, and are being supplied electricity via the connected Prepayment Meter.

2.3.2 The commencement date of the Contract referred in clause 2.3.1 is the date we reasonably determine of you being a new occupant of the premises (“Deemed Commencement Date”).

2.3.3 We will send you a notice, within ten (10) Business Days from the Deemed Commencement Date, advising you that you have deemed to consent to enter into this Contract and that electricity is supplied to your premises under the terms and condition of this Contract. We will send you a copy of this Contract, the How Does Aurora PAY AS YOU GO Work? brochure and the What is Aurora PAY AS YOU GO? brochure with the notice.

2.3.4 You have up to twenty-eight (28) days from receiving the notification referred in clause 2.3.3 to terminate this Contract at no cost to you. If you do not elect to terminate this Contract under clause 2.3.4 before the expiry of the 28-day period, you are taken to have affirmed this Contract and it will continue accordingly.

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.

2.4.2 We will provide connection and distribution services in order to supply you with electricity under this Contract.

2.5 Term of Supply

2.5.1 We will supply you with electricity in accordance with this Contract from the Commencement Date or Deemed Commencement Date (whichever is applicable to you) until this Contract is otherwise terminated in accordance to clause 3.

2.6 Notification of expiration of Trial Period

2.6.1 We will send you a notice not less than twenty (20) Business Days, before the expiry of the Trial Period advising you 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 you are taken to have affirmed this Contract and it will continue accordingly.

3. TERMINATION

3.1 Termination prior to the expiry of the Trial Period

3.1.1 You can cancel this Contract without penalty at any time before the end of the Trial Period by advising us prior to the expiry of the Trial Period:

- (a) by posting the notice to Aurora PAY AS YOU GO,
GPO Box 191 Hobart TAS 7001;
- (b) facsimile the notice to 03 6234 1231;
- (c) emailing the notice to us via our customer feedback form located at www.auroraenergy.com.au; or
- (d) calling us on **1300 13 2003**.

3.2 Fees on termination of the Contract

3.2.1 Depending on your reasons for terminating this Contract, we may charge you a Moving Out Fee or a Meter Removal Fee (as set out in your What is Aurora PAY AS YOU GO? brochure) if you terminate this Contract after the elapse of the Trial Period.

3.2.2 Subject to clause 3.2.3, a Moving Out Fee is applicable to you if this Contract is terminated for the following reasons:

- (a) you are moving to a new address; and
- (b) you are moving out of the Supply Address and are no longer be responsible for the purchase of electricity at any address;

3.2.3 If you are terminating this Contract because you are moving to a new address, we will waive the Moving Out Fee if you enter into a new agreement to have a Prepayment Meter at your new Supply Address. However, an Installation Fee or Moving In Fee will apply to your new Supply Address.

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 Tariff Agreement and require us to remove the Prepayment Meter from your Supply Address and install a Standard Meter or revert 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 have the Prepayment Meter removed within the Trial Period at the Supply Address, or within twenty-eight (28) days of a notice provided pursuant to clause 5.2, we will waive the Moving Out Fee or the Meter Removal Fee and provide you with information about our Standard Tariff Agreement.

3.3 Consequences of termination

3.3.1 The effective date of termination shall be:

- (a) if you are moving out due to clause 3.2.2(a) or (b), at the time you leave the Supply Address (provided that you have given us the notice referred to under clause 3.7.1); or
- (b) if you are moving out due to clause 3.2.2(a) or (b) where you have not given us the notice referred to in clause 3.7.1, at such time as the Prepayment Meter is removed and the Standard Meter reinstalled and/or reactivated at the Supply Address. You will be responsible for all electricity charges at the Supply Address as per clause 3.3.4 until we become aware that you have vacated the Supply Address pursuant to clause 3.7.4.

3.3.2 If you are moving out due to Clause 3.2.2, you must decommission the Prepayment Meter in accordance with the How Does Aurora PAY AS YOU GO Work? brochure to obtain your refund and pay any outstanding charges.

3.3.3 If you wish to revert to our Standard Tariff Agreement pursuant to clause 3.2.4, our electrician will be responsible for de-energizing and removing the Prepayment Meter. Our electrician will record any refund owing on the Prepayment Meter and forward this information to us. We will send you a cheque or refund or make an EFT bank transfer to your nominated bank account, after deducting any outstanding charges.

If your Prepayment Meter is installed in the postcode 7467, you will need to decommission the Prepayment Meter and proceed in accordance with the How Does Aurora PAY AS YOU GO Work? brochure before or on the day our electrician arrives to de-energize and remove the Prepayment Meter.

3.3.4 You are responsible for paying for all electricity consumed at the Supply Address at the rates set out in the What is Aurora PAY AS YOU GO? brochure (as varied in accordance with clause 5) until this Contract is terminated. Termination will not affect your or our obligation to pay any amount due at the date of 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:

- (a) we will use our Best Endeavours to ensure that your Supply Address is disconnected as you have instructed; and
- (b) this Contract will terminate on the date of that disconnection.

3.6 Reversion to our standard Tariff Agreement

3.6.1 If you wish to revert to our standard Tariff Agreement after the expiry of the Trial Period, you can terminate this Contract at any time by providing us with at least twenty (20) Business Days' notice.

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 at least five (5) Business Days' notice of your intention and a forwarding address to us.

3.7.2 If you terminate this Contract under clause 3.7.1, we may impose a Moving Out Fee.

3.7.3 If you give notice of your intention to vacate your 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 If you do not give us notice as set out in clause 3.7.1, you will be responsible for paying for all electricity consumed at the Supply Address at the rates set out in the What is Aurora PAY AS YOU GO? brochure (as varied in accordance with clause 5) until the last to occur of either of the following:

(a) termination of this Contract becomes effective under clause 3.3.1(b); or

(b) another customer enters into a Contract with us for electricity used at that Supply Address.

3.7.5 When you are vacating the Supply Address, you are responsible for obtaining any credit remaining in the Prepayment Meter. Instructions on how to retrieve credit from the Prepayment Meter are provided in the How Does Aurora PAY AS YOU GO Work? 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 (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 FOR BREACH

4.1 Our rights to disconnect the Supply Address

4.1.1 We may disconnect the Supply Address if you:

- (a) breach any other of your obligations under this Contract and fail to rectify that breach within ten (10) Business Days of being advised of the breach by us in writing; or
- (b) are not, or cease to be, a Residential Customer.

4.1.2 We cannot disconnect you until:

- (a) we use our Best Endeavours to contact you; and
- (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 access

4.2.1 If you have obtained electricity in a way that is not in accordance with this Contract or any relevant Regulatory Requirements, 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:

- (a) estimate the electricity usage in accordance to clause 5.7.2 which you have not paid; and (b) recover that amount together with Interest through:
 - (i) the application of Progress Rate as per clause 5.4.1, if you retained the Prepayment Meter after disconnection; or
 - (ii) your first electricity account, if you make arrangements for the removal of the Prepayment Meter and the installation of a Standard Meter.

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. In particular, we will not disconnect the Supply Address:

- (a) for a New Prepayment Meter other than between the hours of 8am and 2pm (Eastern Standard Time) on any day; and
- (b) for all other Prepayment Meters, other than between the hours of 8am and 8pm (Eastern Standard Time) on any day.

4.4 Reconnection

4.4.1 If the Supply Address has been disconnected for any reason we will reconnect the Supply Address in accordance with the Regulatory Requirements at your request and on payment of a reconnection fee. We will only reconnect you if the reason for the disconnection no longer exists or preceded the date of this Contract.

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 What is Aurora PAY AS YOU GO? brochure. We reserve the right to amend the rates and charges at any time.

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 charges variations

5.2.1 A variation to the initial charges set out in the What is Aurora PAY AS YOU GO? brochure will not take effect until we have given you at least twenty (20) Business Days' notice of the variation in at least three (3) daily newspapers circulating in Tasmania and either,

- (a) notifying you individually in writing; or
- (b) providing general notices to be available at all Recharge Agents.

5.2.2 You may terminate this Contact at no cost and revert to our standard Tariff Agreement if you notify us of your intention to revert to our standard Tariff Agreement within twenty-eight (28) days of the variation of fees, rates or charges taking effect.

5.3 Change in your circumstances

5.3.1 You are responsible for notifying us 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) working days but please 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 relating to the supply of electricity (including Prepayment Meter connection fees) that we may recover the repayment of this debt by applying a surcharge of 50 cents per day ("Progress Rate") (or other such amount as reviewed by the Regulator from time to time) on the Prepayment Meter standing fixed charge.

5.5 Rebates

5.5.1 If you are a holder of a Pensioner Concession Card or a Health Care Card, please contact us on **1300 13 2003** as you may be entitled to State Government electricity rebates.

5.5.2 If we determine that you are entitled to State Government electricity rebates, you will be entitled such rebates in accordance to clause 5.3.1. No backdating of the rebate will be permitted.

5.6 Overcharging

5.6.1 Where an overcharging has occurred as a result of our error or due to an inaccurate Prepayment Meter, we will, within fourteen (14) days of becoming aware of the error or inaccuracy, send you a notice seeking your instructions on whether to refund the amount of overcharge (with Interest) by cheque, by EFT bank transfer to your nominated bank account or credit that amount to your Aurora PAY AS YOU GO Smart Card.

5.6.2 Where we receive no instructions from you within thirty (30) days from the date of the notice provided to you under clause 5.6.1, we will refund the overcharged amount with Interest by cheque.

5.7 Undercharging

5.7.1 Where an undercharging has occurred as a result of our error, we will not endeavour to recover the amount of undercharging unless the error:

- (a) resulted from inaccurate metering of consumption which was caused by your fraud or tampering with the Prepayment meter or a person acting with your express or implied consent; or
- (b) has been discovered by us within six (6) months of the error.

5.7.2 To recover the amount of an undercharge, we will:

- (a) issue you with a special account advising of the undercharge, including a full explanation as how the undercharge arose and how the amount of the undercharge has been calculated; and
- (b) give you thirty (30) days from the date of the special account in which to pay the amount.

5.7.3 With your consent, we may recover the undercharged amount through the application of Progress Rate.

5.7.4 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 the OffPeak Aurora PAY AS YOU GO rates and charges ("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 wired off-peak storage under OffPeak Rates will be 2.5 hours between 2–4.30pm and 10.5 hours between 8pm–6.30am during the winter season, and 2.5 hours between 2–4.30pm and 8 hours between 10.30pm–6.30am in the summer season.

5.8.3 If you are eligible for the OffPeak rates you are not eligible for our Winterpac rate.

5.8.4 You may be eligible for the Aurora Heating Discount (HydroHeat) Aurora PAY AS YOU GO rates and charges (“HydroHeat Rates”), 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 HydroHeat rates cease.

5.8.6 If your premise has both HydroHeat and OffPeak rates prior to the installation of a Prepayment Meter, the HydroHeat rate will apply to you after your Prepayment Meter has been installed.

6. AURORA PAY AS YOU GO SMART CARDS 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 will immediately notify us and request a new Aurora PAY AS YOU GO Smart Card to be issued.

6.1.2 You may request an additional Aurora PAY AS YOU GO Smart Card if you have a New Prepayment Meter.

6.1.3 We are entitled to charge you a reasonable fee for a replacement or additional Aurora PAY AS YOU GO Smart Card. We will however waive this fee where your Aurora PAY AS YOU GO Smart Card is replaced due to an inherent fault.

6.1.4 You acknowledge Aurora PAY AS YOU GO Smart Cards are our property.

6.1.5 We will not reimburse any remaining credit on your Smart Card if you lose or damage your Smart Card.

6.1.6 Upon termination of this Contact, 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 How Does Aurora PAY AS YOU GO Work? brochure.

6.1.7 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.

6.1.8 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 such means as 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 brochure 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 How Does Aurora PAY AS YOU GO Work? 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 fees and charges imposed under this Contract may be debited from the credit on your Prepayment Meter in accordance to clause 5.4.1.

6.3.6 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 If you have trouble

6.4.1 You must notify us if you are experiencing difficulty in maintaining an adequate amount of credit on your Prepayment Meter.

6.4.2 If you provide the notice referred to in clause 6.4.1 or where you have a New Prepayment Meter and we have identified through our Prepayment Meter management system that you have self-disconnected three (3) or more times in any three-month period for longer than 240 minutes on each occasion, we will contact you as soon as practicable to:

- (a) offer to make immediate arrangements for:

- (i) the removal or rendering non-operation of the Prepayment Meter; and
- (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 Tariff Agreement, and options available to you including CentrePay, direct debit, periodic and prepayment arrangements;
- (c) provide information about the State Government and non-government assistance programs independent financial and other relevant counselling services; and
- (d) with your Explicit Informed Consent, we will provide you with a referral to State Government assistance programs.

6.4.3 We will maintain verifiable records of your contacts with us for the purpose of clause 6.4.

6.5 Access to Prepayment Metering data

6.5.1 You can request from us prepayment metering data from your Prepayment Meter, which includes the following information:

- (a) for the previous two (2) years or since the commencement of this Contract with you (whichever is shorter) divided into quarterly segments:
 - (i) total electricity consumption in kWh;
 - (ii) average daily electricity consumption in kWh;
 - (iii) at a reasonable charge, average daily electricity consumption in kWh at each electricity rate;
 - (iv) average daily cost of electricity consumption; and
 - (v) at a reasonable charge, average daily cost of electricity consumption at each electricity rate;
- (b) the standing fixed charges paid in dollars per week (made up of services and Prepayment Meter charges and separately disclosing any debt repayment amounts paid);
- (c) the balance of any outstanding debt that you have with us;
- (d) if you have a New Prepayment Meter all instances where you have accessed the emergency credit on your New Prepayment Meter; and
- (e) if you have an New Prepayment Meter all instances in you have Self-Disconnected and the duration of that Self-Disconnection.

6.5.2 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 charge for services, which you must pay in advance. We will make immediate arrangements within fifteen (15) Business Days from the receipt of your request for one or more of the following:

- (a) a check of the prepayment metering data;
- (b) a check or test of the Prepayment Meter; or
- (c) a check or test of the physical link of the Prepayment Meter to or through a transmission network or the distribution network.

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; and
- (d) advise you of the existence of our Complaints Handling and Dispute Resolution Procedure.

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 this Contract, 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; or
- (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; or
- (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; and
- (c) provide you with information about our standard Tariff Agreement 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 clauses 7.1.3(a), (b) and (c) 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 clause 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 electricity if you do not provide this information.

7.2 How we use and disclose personal information about you

7.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the Privacy Act 1988.

7.2.2 We need to collect the Personal Information in this Contract to supply you 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 You acknowledge that in certain circumstances, we may be permitted or required by law to use or disclose Personal Information about you, including your name, address and other details. Such uses or disclosures may include, without limitation:

- (a) disclosures to certain law enforcement agencies for the purpose of:
 - (i) connecting your Supply Address to the Distribution System; and
 - (ii) complying with the TEC and Regulatory Requirements;
- (b) disclosures to certain law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
- (c) uses or disclosures in accordance with a court order;
- (d) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety; or

- (e) uses to assist in internal investigations into suspected fraud or other unlawful activities.

7.2.5 You also authorise us to seek from, or give to:

- (a) credit reporting agencies;
- (b) other credit providers; or
- (c) our agents, contractors and franchisees;

such 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 agencies under the Privacy Act 1988 and other applicable Regulatory Requirements.

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 post to make an access request.

7.4 Means of communication

7.4.1 Except where a particular method of communication is specified in this Contract or any Regulatory Requirement:

- (a) any communication between us and you under this Contract may be in writing, by telephone or by electronic means such as email to an agreed address; and
- (b) any communication under this Contract required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report.

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 following requirements:

- (a) you must comply with the TEC and the Regulatory Requirements where applicable;
- (b) you must pay all relevant fees and charges as outlined in the Contract, including in the What is Aurora PAY AS YOU GO? brochure in relation to the supply of electricity at the Supply Address;
- (c) 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;

- (d) 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;
- (e) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Prepayment Meter or associated equipment;
- (f) if we supply electricity to you for a specific purpose, you must not use the electricity for another purpose;
- (g) you must use your electricity in a safe and approved manner; and
- (h) you must not allow unauthorised person to use the Aurora PAY AS YOU GO Smart Card which has been assigned to you.

8.2 Unauthorised access

8.2.1 If you obtain electricity from us otherwise than as permitted by this Contract we may take action to disconnect supply, estimate the usage for which you have not paid and 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) keep the electrical installations at your Supply Address in safe condition;
- (b) protect our equipment from damage and interference;
- (c) provide safe, convenient and unhindered access to enable work on the Distribution Systems to be carried out;
- (d) not allow a person other than someone you believe to be an accredited electrician to perform work on a electrical installation;
- (e) not use the electricity supply in a manner that may interfere with the Distribution Systems or supply to any other electrical installation or cause damage or interference to a third party; and
- (f) not interfere or allow someone to interfere with the Distribution System which delivers electricity to the Supply Address, or with any Prepayment Meter or Standard Meter (or associated equipment) at the Supply Address.

8.4 Access to Supply Address

8.4.1 You must give us 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 supply;
- (c) to inspect or test electrical installations as appropriate;
- (d) to inspect, repair, test or maintain the Distribution System; or
- (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 fulfill 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 fulfill those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfill 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 of 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 affects.

9.1.3 For the purposes of clause 9.1.2, our requirement to give you prompt notice is satisfied if 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.

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 of us to settle any industrial dispute.

10. COMPLAINTS AND DISPUTE RESOLUTION

10.1 Your right to review

10.1.1 You may make a complaint to us about any decision we have made in relation to our supply of electricity to the Supply Address.

10.2 Complaints Handling and Dispute Resolution Procedure

10.2.1 Subject to anything to the contrary in this Contract, when we receive a complaint from you, we will deal with your complaint in accordance with our Complaints Handling and Dispute Resolution Procedure, which complies with Australian Standard 4269 and is outlined below.

10.3 Outline of review process

Telephone Complaint

10.3.1 You may telephone us on the number set out in the How Does Aurora PAY AS YOU GO Work? brochure or otherwise communicated to you, to notify us of any complaint in relation to our supply of electricity to the Supply Address.

10.3.2 We will try to resolve your complaint through informal negotiations over the telephone.

Written Complaint

10.3.3 Where you are not satisfied with the way we have dealt with your complaint over the telephone, or where you prefer to write to us, you may write to us and formally notify us of your original complaint and your request for a review of your complaint.

10.3.4 On receipt of your written complaint, we will review your complaint and respond to you in writing within twenty-eight (28) days with our decision.

Referral to Higher Level

10.3.5 Where you are not satisfied with the response received from your first point of contact (whether over the telephone or by written complaint), you may have the complaint reviewed at a higher level. This process elevates your complaint through to the appropriate manager, by telephone or in writing as you prefer.

Referral of Complaint to the Ombudsman

10.3.6. If you are not satisfied with our review and written response to your complaint, you may contact the Ombudsman established under the Energy Ombudsman Act 1998 (Tas) for further review.

10.4 Detailed review process available

10.4.1 Please contact us if you would like further details or a copy of our Complaints Handling and Dispute Resolution Procedure.

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.

11.1.2 The Trade Practices Act 1974 (Cth) and the Fair Trading Act 1990 (TAS) automatically incorporate conditions, warranties and rights for your benefit and protection into this Contract, if you are what those laws call a “consumer”. If you are a consumer under these laws, this Contract cannot lessen the benefits these laws give, except to the extent permitted by these laws.

11.1.3 To the extent permitted by these laws, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of any good or service provided under this Contract, its quality, fitness or safety, other than those set out in this Contract.

11.1.4 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.

11.2 Not liable

11.2.1 As far as the law allows, we are not liable for any loss or damage you suffer (whether due to negligence or otherwise), because of the electricity we supply to you under this Contract.

11.2.2 In particular, we are not liable for any loss or damage you may suffer because:

- (a) there is a failure in electricity supply, or there is a defect in the electricity supplied (however caused); or

- (b) some characteristics of electricity (for example, electricity frequency or voltage) make it unsuitable for some purposes; or
- (c) any act or omission of a third party.

11.3 Interruptions

11.3.1 You agree that the supply to the Supply Address may be interrupted, discontinued or restricted:

- (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; and
- (e) during an emergency or for reasons of public health or safety or the protection of any person or property.

11.3.2 In these circumstances, 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 this 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 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 these General Terms and 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 a 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 Other than as required or permitted by law or the terms of this Contract, any variation of this Contract must be made in writing between the parties.

11.7.3 We may vary this Contract to the extent reasonably necessary to comply with any change in any Regulatory Requirements to the extent permitted by Regulatory Requirements.

11.7.4 Where the terms and conditions of this Contract is varied pursuant to clause 11.7.3, the publication of the variations will be made in at least three (3) daily newspapers 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 11.7.4 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 given by hand, fax, 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 Business Days after posting unless received earlier.

11.10.3 You and we must notify each other of any changes to notice details in writing.

12. GLOSSARY OF TERMS

12.1 Definitions

In this Contract unless the context otherwise requires:

Application Form to connect to Aurora PAY AS YOU GO means the application form in the What is Aurora PAY AS YOU GO? brochure.

Aurora PAY AS YOU GO Recharge Agent Location brochure means the brochure 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 of Level 2, 21 Kirksway Place, Hobart, Tasmania 7000.

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.

Complaints Handling and Dispute Resolution Procedure means our Complaints and Dispute Resolution procedures established by us in accordance with the Australian Standards 4269.

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 Aurora Energy.

Explicit Informed Consent means the consent provided by you where by:

- (a) you give express conscious agreement; and
- (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.

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

Installation Fee means the cost of installing a Prepayment at the Supply Address. This fee is set out in the What is Aurora PAY AS YOU GO? brochure.

Interest means interest calculated on a basis approved by the Regulator for standard tariff customers under the Electricity Supply Industry (Tariff Customers) Regulations 1998 (TAS).

Life Support Machine means an oxygen concentrator, an intermittent peritoneal dialysis machine, a haemodialysis machine, a ventilator for life support (polio only) or other equipment notified by the Regulator from time to time.

Meter Removal Fee means the fee as stipulated in the What is Aurora PAY AS YOU GO? 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 our electrician's charge of de-energizing the Prepayment Meter, removing the Prepayment Meter and reinstallation or a reversion charge to activate the Standard Meter on your Supply Address.

Moving In Fee means the fee as stipulated in the What is Aurora PAY AS YOU GO? brochure. This once-off fee applies to you if you move into a premises that already has a Prepayment Meter installed at the Supply Address.

Moving Out Fee means the fee as stipulated in the What is Aurora PAY AS YOU GO? brochure for the termination of the Contract after the elapse of the Trial Period pursuant to clause 3.2.2. This fee is attributable to the administrative costs involved in terminating the Contract and closing your account with us.

NEMMCO means the company responsible for management of the National Electricity Market, currently National Electricity Market Management Company Limited (ABN 94 072 010 327).

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.

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

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

Prepayment Meter Agreement has the same meaning as in TEC.

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.

Regulator means the Regulator appointed under the ESI Act, currently, the Office of the Tasmanian Energy Regulator.

Regulatory Requirements means any Commonwealth, State or local government legislation including 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 Non-Contestable Customer who consumes electricity for domestic use and is a Tariff 31 customer.

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 of \$10.

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.

TEC Code means the Tasmanian Electricity Code.

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

What is Aurora PAY AS YOU GO? brochure means the brochure provided to you that outlines the features, benefits, rates and charges applicable to Aurora PAY AS YOU GO.

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 rule 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 which 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; and
- (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.

For more information, call
1300 13 2003
or visit www.auroraenergy.com.au

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