

# Market Contract Terms

Electricity Market Retail Contract between Aurora Energy and you

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# Introduction

## Your Market Retail Contract with Aurora Energy

These Market Retail Contract Terms and Conditions (**Market Contract Terms**) are about the sale of electricity to you as a Small Customer at your premises and are our market retail contract terms for the sale of electricity to Small Customers in Tasmania. The Market Contract Terms form part of the Contract between you and us. You must provide explicit informed consent to enter into the Contract.

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

More information about the Contract and other matters is available on our website **[auroraenergy.com.au](http://auroraenergy.com.au)**

The Contract applies to Aurora Energy's role as your retailer of electricity. You can contact Aurora Energy about electricity retail related matters, including to make enquiries or complaints.

Your Distributor distributes and supplies your electricity through a network of meters, poles and wires. There is a separate contract that governs your Distributor's relationship with you as your distributor of electricity. You can contact your Distributor about distribution related enquires.

## How to contact us

Write to Aurora Energy, GPO Box 191, Hobart TAS 7001, visit [auroraenergy.com.au](http://auroraenergy.com.au) or phone us on any of the following numbers:

<b>Residential</b>	<b>1300 132 003</b>
<b>Small Business</b>	<b>1300 132 045</b>
<b>Customer feedback</b>	<b>1800 800 753</b>
<b>Fax enquiries</b>	<b>(03) 6237 3444</b>
<b>Interstate callers</b>	<b>(03) 6237 3400</b>

## 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 **132 004**.

## National Relay Service

If you are deaf or have a hearing impairment, contact us through the National Relay Service. TTY users phone **133 677**, Speak and Listen users phone **1300 555 727** and ask to be connected to Aurora Energy on the numbers listed above.

## Large print version

If you would like a large print version of this document, call us on **1300 132 003**.

## Translation information

If you need this information translated into other languages, please call the Translating & Interpreting Service on **131 450**.

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如需帮助，请致电TIS

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## Privacy Collection Statement

At Aurora Energy Pty Ltd (**Aurora Energy**), we value your privacy.

Aurora Energy 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 **[auroraenergy.com.au](http://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 (**[auroraenergy.com.au](http://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.

# Market Contract Terms

## 1. The Contract

1.1 The Contract consists of the following documents:

- (a) these Market Contract Terms;
- (b) the Contract Schedule;
- (c) the Cover Letter; and
- (d) any other document expressly incorporated into this Contract.

## 2. The parties

2.1 This Contract is between:

- (a) Aurora Energy who sells electricity to you at your premises (in this contract referred to as 'we', 'our' or 'us'); and
- (b) You, the customer to whom this Contract applies (in this Contract referred to as 'you' or 'your').

## 3. Definitions and interpretation

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

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

3.3 The definitions of capitalised terms used in this Contract are also set out at the end of these Market Contract Terms.

## 4. Do these terms and conditions apply to you?

4.1 These Market Contract Terms apply to you if you are a Small Customer and you have given your explicit informed consent to enter into a market retail contract with us.

4.2 You must notify us if you cease to be a Small Customer at the premises or if you anticipate that you will cease to be a Small Customer at the premises.

- 4.3** If clause 4.2 applies or we reasonably believe that you are no longer, or will cease to be, a Small Customer, we may give you notice that the Energy Plan Period is terminated (in which case the Energy Plan End Date is the date specified as such in our notice and you agree to negotiate in good faith a large customer contract with us).

## **5. Scope of this Contract**

### **5.1 What is covered by this Contract?**

- (a) Under this Contract we agree to sell you electricity at your premises. We also agree to meet other obligations set out in this Contract and to comply with the Energy Laws, including, where we sell you electricity, the provision, installation and maintenance of your Meter.
- (b) In return, you agree:
- (i) to be responsible for charges for electricity supplied to the premises until this Contract ends under clause 6.4 even if you vacate the premises earlier; and
  - (ii) to pay the amounts billed by us under this Contract; and
  - (iii) to meet your obligations under this Contract and the Energy Laws.

### **5.2 What is not covered by this Contract?**

This contract does not cover the physical connection of your premises to the Distribution System, including the maintenance of that connection and the Supply of energy to your premises and, where we sell you gas, provision of metering equipment. This is the role of your Distributor under a separate contract called a customer connection contract.

## **6. What is the term of this Contract?**

### **6.1 When does this Contract start?**

This Contract starts on the Acceptance Date (**Contract Commencement Date**), however the sale of electricity under this Contract will not start until the Supply Commencement Date.

### **6.2 Your right to end the Contract during the Cooling-Off Period**

- (a) This Contract has a cooling-off period of 10 Business Days starting on the later of:
- (i) the Contract Commencement Date; and
  - (ii) the date on which you receive the Disclosure Information that we must give you under the Energy Laws,

**(Cooling-Off Period).**

- (b) Regardless of whether you have agreed to and accepted this Contract, you can cancel the Contract before the end of the Cooling-Off Period by giving us notice in writing or by telephone clearly indicating your wish to do so.
- (c) If you cancel this Contract during the Cooling-Off Period, this Contract has no effect.
- (d) If you cancel this Contract during the Cooling-Off Period we will create and retain a record of your cancellation for two years in accordance with the Energy Laws. On request, we will provide you with a copy of this record at no charge.
- (e) If we have arranged for new connection services to the premises at your request, and you cancel this Contract during the Cooling-Off Period, we may still charge you the connection fee.

**6.3 When does the sale of electricity start?**

- (a) Our obligation to sell electricity to you at the premises, and your obligation to pay us the Charges for that electricity, starts:
  - (i) if you are a new customer who is transferring the premises to us from another retailer, on the date on which we become Financially Responsible for the premises;
  - (ii) if you are an existing customer of ours for the premises, on the date on which the last of the preconditions set out in clause 7 is satisfied (or waived by us) for the premises; or
  - (iii) if the premises is not connected to the Distribution System on the Contract Commencement Date, on the later of:
    - (A) the date on which the last of the preconditions set out in clause 7 is satisfied (or waived by us) for that premises; and
    - (B) the date on which we become Financially Responsible for the premises,

**(Supply Commencement Date).**

- (b) If you are not an existing customer of ours for the premises and are transferring to us from another retailer:
  - (i) we expect that we will become Financially Responsible for the premises at your next scheduled Meter read, however you may request a special Meter read to enable an earlier transfer to us and if you do so you agree to pay the costs of a special Meter read; and



- (ii) we are not liable for any delays in effecting the transfer to us from that retailer or for any exit fees, special Meter read fees or other amounts you must pay to that retailer.
- (c) If the Supply Commencement Date occurs before all of the preconditions in clause 7 are satisfied we may still require those preconditions to be satisfied after the Supply Commencement Date.
- (d) If we waive any of the preconditions in clause 7, this will only be taken to be a waiver of our right to have those preconditions satisfied prior to the Supply Commencement Date and will not be taken to be a waiver of our right to have those preconditions satisfied at all, unless we expressly state otherwise.

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

- (a) This Contract ends on the earlier of:
  - (i) if clause 6.2 applies, the date specified in that clause;
  - (ii) if you end the Contract under clause 6.5, the relevant date specified in that clause;
  - (iii) if we both agree to a date to end the Contract, the date that is agreed between you and us;
  - (iv) if you start to buy electricity for the premises from us or a different retailer under a different customer retail contract (including under a deemed customer retail arrangement under the National Energy Retail Law), the date that the sale of electricity to the premises under that arrangement starts;
  - (v) if a different customer starts to buy electricity for the premises, the date that the sale of electricity to the premises under that customer's contract starts;
  - (vi) if the premises is disconnected and you do not have a right to have the premises reconnected, the date that is 10 Business Days from the date of disconnection;
  - (vii) if clause 8.3(b)(i) applies, on the date specified in that clause; or
  - (viii) if clause 26 applies, the date specified in that clause.
- (b) You will continue to be responsible for the Charges for the premises until your Contract ends in accordance with this clause 6.4.
- (c) Rights and obligations accrued before the end of this Contract continue despite the end of the Contract, including any obligations to pay amounts to us.

## **6.5 Your right to end the Contract after the Cooling-Off Period**

- (a) You may notify us at any time after the end of the Cooling-Off Period that you want to end this Contract.
- (b) This Contract ends:
  - (i) if you want to transfer your premises to another retailer, on the date on which we cease to be Financially Responsible for the premises;
  - (ii) if you want to leave or vacate your premises, on the later of:
    - (A) the date of the final Meter read at the premises (regardless of whether you were responsible for the person who consumed electricity until that date); and
    - (B) the date that you, or any person permitted by you, ceases taking electricity from us at the premises (which, if the premises is disconnected following the final Meter read, will not be taken to be later than the date of disconnection);
  - (iii) if you want to stay at your premises but want the Supply of electricity to be disconnected, on the date that is 10 Business Days from the date of disconnection (provided you do not have a right to have the premises reconnected); or
  - (iv) if you want to enter into a new contract with us, on a date agreed between us (which may be the date that the cooling-off period for the new contract expires).

## **6.6 Vacating your premises**

If you intend to vacate, or do vacate, your premises, you must notify us of:

- (a) the date on which you intend to leave, or did leave, your premises; and
- (b) your forwarding address for us to send your final bill for the premises.

## **6.7 Final Meter read**

If you want to vacate your premises, transfer your premises to another retailer or arrange for electricity Supply to your premises to be disconnected, a final Meter read will need to be taken at the premises. If this does not coincide with a scheduled Meter read, a special Meter read will be arranged and you will have to pay for that special Meter read.

## **6.8 Exit fee**

- (a) If this Contract ends after the Cooling-Off Period but before the Expected Energy Plan End Date, we may charge you and you must pay us an exit fee.
- (b) The amount of the exit fee is set out in the Contract Schedule (subject to variation under clause 12).

- (c) We will not charge you an exit fee if the Contract ends:
  - (i) because you leave or vacate your premises but you immediately enter into a new contract with us at your new premises;
  - (ii) because clause 12.1(c) applies; or
  - (iii) under clause 26.

## **7. Preconditions to the sale of electricity**

The following conditions must be satisfied before the sale of electricity to the premises commences under this Contract:

- (a) the Cooling-off Period must have ended;
- (b) if your premises is connected to the Distribution System on the Contract Commencement Date, a Meter read must take place after the Contract Commencement Date. This may be the next scheduled Meter read (which might be up to 90 days after the Contract Commencement Date) or you may request an earlier special Meter read and if you do so you agree to pay the associated costs;
- (c) your premises must be connected to the Distribution System;
- (d) all relevant metering equipment must be installed at the premises and, if required by us or your Distributor, upgraded; and
- (e) there must be safe and unhindered access to the Meter and all metering equipment at the premises.

## **8. Energy Plan Period**

### **8.1 What is the Energy Plan Period?**

- (a) The Energy Plan Period starts:
  - (i) in relation to the first Energy Plan Period, on the Supply Commencement Date; and
  - (ii) in relation to any subsequent Energy Plan Period, on the day after the Energy Plan End Date of the immediately preceding Energy Plan Period.
- (b) The Energy Plan Period ends on the earlier of:
  - (i) the date on which the Plan End Scheduled Meter Read occurs;
  - (ii) the date on which the Energy Plan Period ends in accordance with clause 4.3 or clause 8.5; or
  - (iii) the date on which this Contract ends,

**(Energy Plan End Date).**

- (c) The period from the start of the Energy Plan (as determined in accordance with clause 8.1(a)) to the Energy Plan End Date, inclusive, is the Energy Plan Period. The Energy Plan Period may be up to 10 days shorter, or up to 81 days longer, than the number of months or years specified in the Contract Schedule as the Expected Energy Plan Period depending on when the Plan End Scheduled Meter Read occurs, however we will use reasonable endeavours to ensure that the Plan End Scheduled Meter Read occurs as close as practicable to the Expected Energy Plan End Date.
- (d) During the Energy Plan Period you will receive the Discount specified in the Contract Schedule, provided that you comply with the relevant conditions expressed to apply to that Discount as set out in the Contract Schedule.
- (e) The end of the Energy Plan Period does not, of itself, automatically end the Contract.

**8.2 What happens at the end of the Energy Plan Period?**

- (a) We will notify you that the Energy Plan Period is due to end no earlier than 40 Business Days and no later than 20 Business Days before the Energy Plan End Date (**Plan End Notice**). The Plan End Notice will specify the Expected Energy Plan End Date (and, if known, the Energy Plan End Date) and the terms and conditions (including the charges) that will apply after the Energy Plan End Date.
- (b) The Plan End Notice may contain an offer to amend this Contract (**Energy Plan Offer**) by:
  - (i) extending it to include a new Energy Plan for a new Energy Plan Period to apply immediately following the Energy Plan End Date; and
  - (ii) outlining the terms and conditions (including the charges and Discount) that will apply to the new Energy Plan Period.
- (c) If you notify us that you accept the Energy Plan Offer within the period specified in the Plan End Notice, this Contract will be amended to include the new Energy Plan for the new Energy Plan Period in accordance with the Energy Plan Offer.
- (d) If you notify us that you reject the Energy Plan Offer within the period specified in the Plan End Notice, you acknowledge that:
  - (i) the Energy Plan Period will continue until the Energy Plan End Date (unless terminated earlier);
  - (ii) the Contract will continue until it is terminated; and
  - (iii) clause 8.4 will apply in relation to any electricity consumed between

the Energy Plan End Date and the Contract End Date.

- (e) If you do not notify us that you reject the Energy Plan Offer within the period specified in the Plan End Notice, you agree that:
  - (i) you are taken to have accepted the Energy Plan Offer; and
  - (ii) this Contract will be amended to include the new Energy Plan for the new Energy Plan Period in accordance with the Energy Plan Offer.

### **8.3 What happens if you do not receive an Energy Plan Offer?**

- (a) If the Plan End Notice does not contain an Energy Plan Offer we may end this Contract by notifying you in the Plan End Notice that this Contract will end on the Energy Plan End Date.
- (b) If we notify you that this Contract will end on the Energy Plan End Date:
  - (i) this Contract will end on the Energy Plan End Date;
  - (ii) we will advise you of your options for continuing to purchase electricity from us after the Contract End Date, including under a standard retail contract; and
  - (iii) if you do not contact us to request the sale of electricity under our standard retail contract by the Energy Plan End Date (which is also the Contract End Date) and we are still Financially Responsible for the premises, you agree that we will treat you as if you have requested us to sell electricity to you under our standard retail contract such that a standard retail contract will be formed between you and us on the day after the Energy Plan End Date.
- (c) If the Plan End Notice does not contain an Energy Plan Offer or a notice of termination you agree that after the Energy Plan End Date:
  - (i) this Contract will continue until the Contract End Date; and
  - (ii) clause 8.4 will apply in relation to any electricity consumed between the Energy Plan End Date and the Contract End Date.

### **8.4 Electricity consumed after the Energy Plan Period ends**

- (a) If after the Energy Plan End Date:
  - (i) you or another person continue to consume electricity at the premises;
  - (ii) we continue to be Financially Responsible for the premises;
  - (iii) a new Energy Plan Period does not apply under this Contract; and
  - (iv) we have not entered into a new contract for the premises (with you or with another person) under which sale of electricity to the premises has commenced (including a deemed customer retail arrangement under the National Energy Retail Law),

you will be responsible for all Charges in relation to electricity consumed at the premises from the day after the Energy Plan End Date until the Contract End Date, in accordance with clause 8.4(b).

- (b) For the purpose of clause 8.4(a) or 8.5(c), any electricity sold between the day after the Energy Plan End Date and the Contract End Date (inclusive) will be on the same terms as this Contract other than that:
  - (i) the Charges will be the Charges that applied under this Contract as at the Energy Plan End Date;
  - (ii) the Discount will not apply; and
  - (iii) provisions of this Contract expressed to apply only during the Energy Plan Period will not apply.

## **8.5 What happens if you are not eligible for your Energy Plan?**

If:

- (a) we determine that you were not eligible for the Energy Plan set out in the Contract Schedule at the time you entered into this Contract or at the time that the Energy Plan Period commenced; or
- (b) you become ineligible for the Energy Plan set out in the Contract Schedule during the Energy Plan Period,

we may notify you that you are no longer eligible for your Energy Plan and that:

- (c) the Energy Plan Period will end on the date specified in our notice (in which case this Contract will continue and clause 8.4(b) will apply); or
- (d) we will transfer you to a different energy plan appropriate to your circumstances and this Contract will continue.

## **9. Your general obligations**

### **9.1 Full information**

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

### **9.2 Updating information**

You must promptly tell us if:

- (a) information you have provided to us changes, including if your billing address changes or if your use of energy changes; or
- (b) you are aware of any change that materially affects access to your Meter or to other equipment involved in providing metering services at the premises.

### **9.3 Life support equipment**

- (a) If a person living or intending to live at your premises requires life support equipment, you must:
  - (i) register the premises with us or your Distributor; and
  - (ii) provide medical confirmation for the premises.
- (b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having life support equipment if medical confirmation is not provided to us or your Distributor.
- (c) You must tell us or your Distributor if the life support equipment is no longer required at the premises.
- (d) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:
  - (i) at least 50 business days to provide medical confirmation for the premises;
  - (ii) general advice that there may be a distributor planned interruption, retailer planned interruption or unplanned interruption to the supply of energy to the premises;
  - (iii) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date;
  - (iv) information to assist you to prepare a plan of action in case of an unplanned interruption; and
  - (v) emergency telephone contact numbers.

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

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

## **10. Connection and liability**

### **10.1 Connection and Supply of electricity**

- (a) If your premises is not connected to the Distribution System we will arrange for the Distributor to connect your premises. You must pay us all charges and fees levied by the Distributor in relation to that connection.
- (b) The quality and reliability of your electricity Supply is subject to a variety of factors that are beyond our control as your retailer, including accidents,

emergencies, weather conditions, vandalism, system demand, the technical limitations of the Distribution System and the acts of other persons (such as your Distributor), including at the direction of a relevant authority.

## **10.2 Our liability**

- (a) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in this Contract.
- (b) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to Supply electricity to your premises, which includes any loss or damage you suffer as a result of the defective Supply of electricity.

## **11. Charges**

### **11.1 What are our Charges?**

- (a) You must pay us for the Charges, which are:
  - (i) Electricity Charges, being:
    - (A) Usage Charges; and
    - (B) Daily Supply Charges;
  - (ii) any exit fees under clause 6.8;
  - (iii) any merchant service fees or dishonoured payment fees under clause 14.1(b);
  - (iv) any late payment fees under clause 14.3(a)(i);
  - (v) any late payment interest under clause 14.3(a)(ii);
  - (vi) any applicable fees or charges for connection, disconnection or reconnection of your premises (including any disconnection fees that apply after you vacate the premises);
  - (vii) any additional costs relating to the Meter at your premises that are incurred at your request or due to your act or omission, including in relation to a special Meter read, installation of a new Meter or Meter repair. We will not charge you under this clause for a scheduled Meter read or any Meter repair or installation as a result of a faulty Meter where you were not responsible for causing the fault;



- (viii) any other fees or charges imposed by your Distributor as a result of something specific to your needs (not including ordinary charges for the use of the Distribution System, which are already included in the Electricity Charges);
  - (ix) any demand charges imposed by your Distributor; and
  - (x) any other amounts permitted or set out in this Contract (including in the Contract Schedule).
- (b) Initial amounts for some of the key Charges are set out in the Contract Schedule. These initial Charges may change in accordance with clause 12.
- (c) A full list of network fees and charges is available at [tasnetworks.com.au](http://tasnetworks.com.au). On request, we will provide a copy of the full list of network fees and charges to you.

## 11.2 How are Usage Charges calculated?

- (a) The Usage Charges for a billing cycle will be calculated by multiplying the Usage Quantity in each applicable Usage Period during that billing cycle by the corresponding Usage Rate.
- (b) If the Contract Schedule contains more than one Usage Rate and expresses each Usage Rate to apply in relation to a particular number of kilowatt hours (**Step Limit**) or to the remaining kilowatt hours:
- (i) the first Usage Rate specified will apply to the Usage Quantity during that billing cycle up to and including the Step Limit expressed as corresponding to that Usage Rate; and
  - (ii) any further Usage Rates specified will apply to:
    - (A) if there are further Step Limits – the Usage Quantity (if any) during that billing cycle between the successive Step Limits; or
    - (B) if there are no further Step Limits, the remaining Usage Quantity (if any).
- (c) For the purposes of clause 11.2(b), any Step Limit applies:
- (i) on a quarterly basis; and
  - (ii) to the relevant billing cycle as follows:

- (A) dividing it by 91 (to determine a daily amount); and
- (B) multiplying that daily amount by the number of days in the billing cycle.

### **11.3 GST**

- (a) Charges and other amounts payable under this Contract may be stated to be exclusive or inclusive of GST. Clause 11.3(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this Contract is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## **12. Variation of Charges**

### **12.1 Our general right to vary the Charges**

- (a) We may vary the Charges, or introduce new Charges:
  - (i) to reflect any increase in our direct or indirect costs or to allow us to fully recover our direct or indirect costs in relation to:
    - (A) us purchasing electricity to sell to you, including managing or minimising our price risk;
    - (B) other costs we incur in order to sell electricity to you at the premises, including costs relating to the Distribution System, metering, electricity market participation, our liability under environmental schemes and loss factors; or
    - (C) the imposition of a new law, regulatory requirement or Tax, a change to a law, regulatory requirement or Tax, a change to the interpretation of a law or regulatory requirement or a change to the basis for imposing or calculating any Tax; or
  - (ii) where our Charges under this Contract (exclusive of any Discount) reflect or are based on our standing offer prices, to reflect any change to our standing offer prices.
- (b) We may also vary the Charges, or introduce new Charges, for a reason other than those set out in clause 12.1(a).
- (c) If we vary the Charges, or introduce new Charges in accordance with clause

12.1(b), and you notify us that you wish to end this Contract in accordance with clause 6.5 within 20 Business Days after the date that you receive our notice of the variation, then:

- (i) this Contract will end in accordance with clause 6.4; and
  - (ii) we will not charge you any exit fee that would otherwise apply.
- (d) Clause 12.1(c) does not apply to a variation of Charges under clause 12.2.

## **12.2 Variation of Charges due to information that is inaccurate or changes**

If the information you gave us or that was otherwise available to us about your distribution area, distribution tariff or Meter is incorrect, changes or does not properly reflect the requirements in the Energy Laws, we may vary the Charges accordingly.

## **12.3 Proportionate billing**

- (a) If any Charges applying to you change during a billing cycle, we will calculate the Usage Quantity before and after the variation on a proportionate basis.
- (b) We will also calculate your Usage Quantity on a proportionate basis if your bill covers a period other than your usual billing cycle, for example where Supply ends during a billing cycle.

## **12.4 Informing you of variation of Charges**

- (a) If we vary our Charges we will:
  - (i) notify you at least 5 Business Days before the variation in Charges are to apply to you; and
  - (ii) deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.
- (b) The notice will:
  - (i) specify that your Charges are being varied;
  - (ii) specify the date on which the variation will come into effect;
  - (iii) identify your existing Charges inclusive of GST;
  - (iv) identify your Charges as varied inclusive of GST;
  - (v) specify that the Charges identified in paragraphs (b)(iii) and (iv) are inclusive of GST; and
  - (vi) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.

- (c) Notwithstanding this clause 12.4, we are not required to provide a notice under paragraph (a):
  - (i) where you have entered into the Contract with us within 10 Business Days before the date on which the variation referred to in paragraph (a) is to take effect, and we have informed you of such variation;
  - (ii) where the variation to the Charges is a direct result of a benefit change and we have informed you of such variation;
  - (iii) where the variation to the Charges is a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme;
  - (iv) where the variation to the Charges is a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you; or
  - (v) as otherwise allowed by the Energy Laws.
- (d) Notwithstanding paragraph (a)(i), we will provide you with the notice under paragraph (a) as soon as practicable, and in any event no later than your next bill, where the variations to your Charges are a direct result of a tariff reassignment by your Distributor.

## 13. Billing

### 13.1 General

- (a) We will send a bill to you as soon as possible after the end of each billing cycle. We will bill you at least quarterly.
- (b) We will send the bill:
  - (i) to you at the address nominated by you; or
  - (ii) to a person authorised in writing by you to act on your behalf at the address specified by you.

### 13.2 Calculating the bill

- (a) Bills we send to you (**your bills**) will be calculated on:
  - (i) the amount of electricity consumed at your premises during the billing cycle (using information obtained from reading your Meter or otherwise in accordance with the Rules);
  - (ii) the amount of the Charges for any other services provided under this Contract during the billing cycle; and

- (iii) the Charges payable for services provided by your Distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your Distributor.
- (b) In addition to the Charges under this Contract, we may also include on your bills:
  - (i) any charges or fees we are entitled to charge you under any other contract between you and us; and
  - (ii) any credit, rebate or other amount that we are required to pay to you under any other contract between you and us or under an applicable statutory scheme (for example under a feed-in tariff scheme).

### **13.3 Estimating the electricity usage**

- (a) We may estimate the amount of electricity consumed at your premises if your Meter cannot be read, if your metering data is not obtained (for example, if access to the Meter is not given or the Meter breaks down or is faulty), or if you otherwise consent.
- (b) If we estimate the amount of electricity consumed at your premises to calculate a bill, we must:
  - (i) clearly state on the bill that it is based on an estimation; and
  - (ii) when your Meter is later read, adjust your bill for the difference between the estimate and the electricity actually used.
- (c) If we have provided you with an estimated bill and we later obtain a Meter reading or more reliable data which shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the Meter was not read (if less than 12 months), or otherwise over 12 months.
- (d) If the Meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the Meter, we will comply with your request but may charge you any cost we incur in doing so.

### **13.4 Your historical billing & usage information**

- (a) Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if we have already given you this information 4 times in the previous 12 months, or if you require information going back more than 2 years.
- (b) Upon request, we must give you information about your electricity usage for up to 2 years free of charge. However, we may charge you if:
  - (i) we have already given you this information 4 times in the previous 12 months; or

- (ii) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- (iii) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

### 13.5 Direct Debit

- (a) You may enter into a direct debit arrangement with us to automatically pay your electricity bills by direct debit from an account you nominate, provided that you provide your explicit informed consent to this arrangement. You and we must agree to the amount, initial date and frequency of the direct debits under a direct debit arrangement.
- (b) We will perform our obligations under any direct debit arrangement you enter into with us in accordance with the Energy Laws, including that we will not alter the amount or the frequency of your direct debit payments without your consent and we will terminate the arrangement at your request.

## 14. Paying your bill

### 14.1 What you have to pay

- (a) You must pay to us the amount shown on each bill by the date for payment (**the pay-by date**) on the bill. The pay-by date will be no earlier than 13 Business Days from the date on which we issue your bill.
- (b) If:
  - (i) we incur merchant service fees due to the payment method you use; or
  - (ii) due to fault on your part, payments you make to us are dishonoured,then you must pay the merchant service fees we incur or the costs imposed on us due to your dishonoured payment. However, we will only charge you merchant service fees or dishonoured payment fees if these fees are set out in the Contract Schedule.

### 14.2 Issue of reminder notices

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

### 14.3 Consequences of not paying a bill on time

- (a) If a bill is not paid by the pay-by date, we may:
  - (i) require you to pay a late payment fee (the amount of which is set out in the Contract Schedule, subject to variation under clause 12);
  - (ii) charge you interest on the unpaid amount at the Interest Rate, calculated daily from the day after the pay-by date until the date that the overdue amount is actually received by us (inclusive). Any late payment interest will be added to your next bill as an amount payable to us;
  - (iii) seek to have your premises disconnected in accordance with the Energy Laws (after following the procedures set out in the Energy Laws and this Contract); and
  - (iv) take steps to recover overdue amounts from you and our related costs (including legal fees, or fees or commissions we pay to a mercantile or debt collection agent), including commencing legal proceedings. However, we will:
    - (A) comply with our obligations under the Energy Laws, including by complying with our Customer Hardship Policy and by not commencing debt recovery proceedings against you if you are adhering to the terms of a payment plan; and
    - (B) comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission under the *Competition and Consumer Act 2010 (Cth)*.
- (b) We will not charge you a late payment fee under clause 14.3(a)(i) or late payment interest under clause 14.3(a)(ii) if any of the following apply to you:
  - (i) you are a hardship customer (as defined in the National Energy Retail Law);
  - (ii) you hold a health care card (as defined in the *Social Security Act 1991 (Cth)*);
  - (iii) you are a pensioner and receive a concession on your electricity bills;
  - (iv) you are on a payment plan with us; or
  - (v) you die, your electricity account is under suspension or the amount owed is set out in a final bill.

### 14.4 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.

- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of electricity in the previous 2 years.
- (c) Additional protections may be available to you under our Customer Hardship Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

#### **14.5 Concessions and rebates**

- (a) You may be eligible for a government concession or rebate on your electricity bills, for example if you have a Pensioner Concession Card issued by Centrelink or the Department of Veteran's Affairs, a Health Care Card issued by Centrelink, an Immigration Card or a Community Detention Card. If you think that you are eligible for a concession or rebate you should contact us.
- (b) On request, we will provide you with information about government concessions, rebates or grants that are available (including the relevant eligibility requirements) free of charge. Information about government concessions or rebates is also available on our website.

### **15. Undercharging and overcharging**

#### **15.1 Undercharging**

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



## **15.2 Overcharging**

- (a) Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by \$50 or more, we must inform you within 10 Business Days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying electricity from us, we will use our best endeavours to pay the overcharged amount to you within 10 Business Days.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

## **15.3 Reviewing your bill**

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the Meter reading or metering data or for a test of the Meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the Meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.
- (d) If, after our review of the bill:
  - (i) the bill is found to be correct, you must pay us the unpaid amount; or
  - (ii) the bill is found to be incorrect, we will adjust the bill in accordance with clause 15.1 or 15.2 (as applicable).

## **16. Meters**

**16.1** You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of (where relevant):

- (a) reading, testing, maintaining, inspecting or altering any metering installation at the premises; and
- (b) calculating or measuring energy supplied or taken at the premises; and

- (c) checking the accuracy of metered consumption at the premises; and
- (d) replacing Meters.

- 16.2** We will use our best endeavours to ensure that a Meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.
- 16.3** If you request the installation of a new Meter at your premises (or if you request any changes to your Contract which necessitate the installation of a new Meter at your premises), you agree that we may replace the Meter with a new meter as we consider appropriate from a supplier of our choice. You will be responsible for the cost of removing the old Meter and supplying and installing the new Meter.
- 16.4** If we or our representatives seek access to the premises under clause 16.1, we will:
- (a) comply with all relevant requirements under the Energy Laws; and
  - (b) carry or wear official identification; and
  - (c) show the identification if requested.
- 16.5** If we propose to replace your electricity Meter we must give you a notice with the right to elect not to have your Meter replaced unless:
- (a) your Meter is faulty or sample testing indicates it may become faulty; or
  - (b) you have requested or agreed to the replacement of your Meter.

## **17. Interruption to electricity Supply**

### **17.1 Retailer may arrange retailer planned interruptions (maintenance repair etc)**

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

## **17.2 Your right to information about planned interruptions**

- (a) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the Supply of electricity to the premises which was arranged by us.
- (b) If you request an explanation be in writing we must, within 10 Business Days of receiving the request, give you either:
  - (i) the written explanation; or
  - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For interruptions made by your Distributor, we may refer you to your Distributor to provide information.

## **18. Disconnection of Supply**

### **18.1 When can we arrange for disconnection?**

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

- (a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:
  - (i) fail to comply with the terms of an agreed payment plan; or
  - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not give access to your premises to read a Meter (where relevant) for 3 consecutive Meter reads;
- (c) you fail to give us safe and unhindered access to the premises as required by clause 16.1 or any requirements under the Energy Laws;
- (d) there has been illegal or fraudulent use of electricity at your premises in breach of clause 20; or
- (e) we are otherwise entitled or required to do so under the Rules or by law.

### **18.2 Notice and warning of disconnection**

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules, and in relation to safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

### **18.3 When we must not arrange disconnection**

- (a) Subject to clause 18.3(b), your premises may not be disconnected during the following times (**the protected period**):
  - (i) on a Business Day before 8.00am or after 3.00pm;
  - (ii) on a Friday or the day before a public holiday;
  - (iii) on a weekend or a public holiday; or
  - (iv) on the days between 20 December and 31 December (both inclusive) in any year.
- (b) Your premises may be disconnected within the protected period:
  - (i) for reasons of health and safety;
  - (ii) in an emergency;
  - (iii) as directed by a relevant authority;
  - (iv) if you are in breach of your customer connection contract, which deals with interference with electricity equipment;
  - (v) if you request us to arrange disconnection within the protected period;
  - (vi) if your premises contains a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
  - (vii) where the premises are not occupied.

### **18.4 Disconnection or call-out fee**

- (a) Where we have arranged disconnection we may charge you any applicable disconnection fees.
- (b) If we, the Distributor or the Metering Coordinator have been called out to perform a disconnection and the grounds for the disconnection has been remedied after that call out but before disconnection occurs, we may charge you a disconnection call-out fee.

## **19. Reconnection after disconnection**

### **19.1** We must arrange for the reconnection of your premises if, within 10 Business Days of your premises being disconnected:

- (a) you ask us to arrange for reconnection of your premises;
- (b) you rectify the matter that led to the disconnection; and
- (c) you pay any reconnection charge (if requested).

**19.2** If you do not meet the requirements in clause 19.1 within 10 Business Days of your premises being disconnected, this Contract ends in accordance with clause 6.4(a)(vi).

## **20. Wrongful and illegal use of electricity**

### **20.1 Use of electricity**

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

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

**20.2** If you obtain electricity from us or the Distribution System illegally, or otherwise than in accordance with the Energy Laws, we may:

- (a) arrange disconnection in accordance with clause 18.1(d);
- (b) estimate the quantity of electricity Supplied to the premises for which you have not paid and the amount that is unpaid in relation to that quantity; and
- (c) take debt recovery action for any unpaid amounts under clause 20.2(b), and unless prohibited by Energy Laws, interest on the unpaid amounts, disconnection costs and reasonable investigation and legal costs.

**20.3** If your actions result in damage to assets belonging to us, the Distributor or the Metering Coordinator, we may recover from you the cost of repair or replacement of that asset together with any related costs incurred by us (for example, reasonable investigation and legal costs), including costs imposed on us by the Distributor and/or the Metering Coordinator.

## **21. Notices and bills**

**21.1** Notices and bills under this Contract must be sent in writing, unless this Contract or the National Energy Retail Law and the Rules say otherwise.

- 21.2** A notice or bill sent under this Contract is taken to have been received by you or by us (as relevant):
- (a) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect);
  - (b) on the date 2 Business Days after it is posted; or
  - (c) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- 21.3** Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## **22. Privacy**

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

## **23. Complaints and dispute resolution**

### **23.1 Complaints**

If you have a query, complaint or dispute relating to the sale of electricity 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. Our contact details for queries, complaints or disputes are:

- Write to Aurora Energy, GPO Box 191, Hobart TAS 7001
- Account | General | Connection      **1300 132 003**
- Customer feedback                      **1800 800 753**

### **23.2 Our obligations in handling complaints**

- (a) If you make a complaint, we will handle the complaint in accordance with our standard complaints and dispute resolution procedures and must respond to your complaint within the required timeframes set out in those procedures.
- (b) We will inform you:
  - (i) of the outcome of your complaint and the reasons for our decision; and
  - (ii) that if you are not satisfied with our response, you have a right to refer the complaint to the Tasmanian Energy Ombudsman.

- (c) Our standard complaints and dispute resolution procedures are published on our website. On request, we will provide you with a copy of our standard complaints and dispute resolution procedures at no charge (although where requested more than once in any 12 month period, this may be subject to a reasonable charge).

## **24. Force Majeure**

### **24.1 Effect of force majeure event**

If either party to this Contract cannot meet an obligation under this Contract because of an event outside the control of that party (**a force majeure event**):

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

### **24.2 Deemed prompt notice**

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### **24.3 Obligation to overcome or minimise effect of force majeure event**

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

### **24.4 Settlement of industrial disputes**

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

## **25. Applicable Law**

The laws of Tasmania and the Commonwealth of Australia govern this Contract. Each party submits to the non-exclusive jurisdiction of the courts in Tasmania and the Commonwealth of Australia in respect of all matters arising out of or relating to this Contract.

## **26. Retailer of Last Resort event**

If we are no longer entitled by law to sell electricity to you due to a Last Resort Event occurring in relation to us, we are required under the National Energy Retail Law and the Rules to provide relevant information (including your name, billing address and metering identifier) to the retailer who is appointed as the retailer of last resort for the Last Resort Event. This Contract will automatically end when your premises is transferred to that retailer and no exit fee will apply. We will also cancel any direct debit arrangement we have with you and notify you and your financial institution of the cancellation.

## **27. General**

### **27.1 Our obligations**

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

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

### **27.2 Amending this Contract**

- (a) We may amend this Contract in order to:
  - (i) reflect any amendment to any Energy Law or the introduction of a new Energy Law; or
  - (ii) ensure our business achieves optimal efficiency and performance or to protect our legitimate business interests.
- (b) From time to time by giving you notice and you agree that we may do so and that you will comply with this Contract, as amended under this clause 27.2.
- (c) If we amend this Contract in accordance with clause 27.2(a), the changes set out in the notice will form part of this Contract on and from the date specified in the notice.

### **27.3 Novation**

- (a) We may transfer or novate our rights and obligations under this Contract to another retailer at any time:
  - (i) by notice to you, if:
    - (A) that retailer is a related body corporate of Aurora Energy; or
    - (B) that transfer or novation forms part of the transfer of all or a substantial part of our retail business to that other retailer; or



- (ii) if you consent to that transfer or novation (which consent will not be unreasonably withheld).
- (b) You cannot transfer or novate your rights and obligations under this Contract to any third party unless we give prior written consent.

## 28. Explanation of terms

### 28.1 Simplified explanation of terms defined in the National Energy Retail Law and Rules

**billing cycle** means the regular recurrent period for which you receive a bill from us.

**customer** means a person who buys or wants to buy electricity from a retailer.

**customer connection contract** means a contract between you and your Distributor for the provision of customer connection services to the premises.

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

**distributor planned interruption** means an interruption for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or
- (c) the installation of a new connection or a connection alteration.

**emergency** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the Distribution System or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

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

**interruption** means a temporary unavailability or temporary curtailment of the Supply of electricity from a Distribution System to a customer, but does not include disconnection.

**medical confirmation** means certification from a registered medical practitioner of the requirement for life support equipment at your premises.

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

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

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

**retailer** means a person who is authorised to sell electricity to customers.

**retailer planned interruption** means an interruption that:

- (d) is for the purposes of the installation, maintenance, repair or replacement of your electricity Meter; and
- (e) does not involve the Distributor effecting the interruption; and is not an interruption which has been planned by your Distributor.

**standard retail contract** means a customer retail contract that takes effect as specified under the National Energy Retail Law and which our standing offer prices apply.

## 28.2 Definitions of capitalised terms

**Acceptance Date** means the date that you accept our offer to sell electricity to you by verbally giving explicit informed consent to enter into this Contract over the telephone.

**All Times Usage Rate** means a rate (in cents or dollars) per kilowatt hour set out in the Contract Schedule which applies during all hours of the day, as that rate may be varied under this Contract. For the avoidance of doubt, a Peak Rate, Shoulder Rate, Off-Peak Rate or Controlled Load Rate is not an All Times Usage Rate.

**Aurora Energy** means Aurora Energy Pty Ltd (ACN 082 464 622)

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in Tasmania.

**Charges** means charges, fees and other amounts payable by you as set out in this Contract.

**Contract** means the retail contract for the sale of electricity that we and you have entered into.

**Contract Commencement Date** means the Acceptance Date.

**Contract End Date** means the date on which the first of any of the events specified in clause 6.4(a) occurs.

**Contract Schedule** means the document named Contract Schedule, being that part of the Contract in which your details and further details of the Contract are included and which incorporates the Disclosure Information.

**Controlled Load** means your load that is automatically activated during Controlled Load Periods in response to signals from your Distributor.

**Controlled Load Period** means controlled load periods as defined by your Distributor.

**Controlled Load Rate** means any rate defined as such in the Contract Schedule (expressed in cents or dollars) per kilowatt hour for an applicable period and set out in the Contract Schedule, as that rate may be varied under this Contract.

**Cooling-off Period** is defined in clause 6.2.

**Cover Letter** means the cover letter sent to you enclosing a copy of these Market Contract Terms and the Contract Schedule.

**Customer Hardship Policy** means the policy setting out our processes for identifying and assisting residential customers experiencing payment difficulties due to hardship, as required by the National Energy Retail Law.

**Daily Supply Charge** means the charge named “Daily Supply Charge” in the Contract Schedule which is calculated on a daily basis, as that charge may be varied under this Contract. There is usually a Daily Supply Charge which applies in relation to each tariff (as set out in the Contract Schedule).

**Disclosure Information** means the information about Charges, service levels, concessions or rebates, billing and payment, commencement date and duration of the Contract, extensions, termination, electronic transactions, cooling-off rights and complaint rights which the Energy Laws require us to give you before formation of the Contract or as soon as practicable after its formation.

**Discount** means a discount set out in your Contract Schedule, which will apply during an Energy Plan Period (provided you meet the relevant eligibility criteria and comply with the conditions relevant to that discount, as set out in your Contract Schedule under the heading “Discount”).

**Distribution System** means a network of cables, wires, Meters and controls that a Distributor uses to Supply electricity.

**Distributor** means the person (or company) who operates the Distribution System.

**Electricity Charges** is defined in clause 11.1(a)(i).

**Energy Laws** means national and State and Territory laws and rules relating to the sale or supply of electricity and the legal instruments made under those laws and rules, including the National Energy Retail Law and the Rules, as varied or replaced from time to time.

**Energy Plan** means an energy plan set out in the Contract Schedule.

**Energy Plan End Date** defined in clause 8.1(b).

**Energy Plan Period** is defined in clause 8.1(a).

**Expected Energy Plan End Date** means the last day of the number of years or months of the Expected Energy Plan Period specified in the Contract Schedule, calculated from the first day of the Energy Plan Period (as determined in accordance with clause 8.1(a)).

**Expected Energy Plan Period** means the period between the first day of the Energy Plan Period (as determined in accordance with clause 8.1(a)) and the Expected Energy Plan End Date, inclusive.

**Financially Responsible** in respect of the premises, means financially responsible in the wholesale electricity market for electricity supplied to the premises.

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

**Interest Rate** means the 90-day Bank Accepted Bill rate (plus 6%), as set by the Reserve Bank of Australia for the relevant quarter.

**Last Resort Event** means an event that triggers the operation of the retailer of last resort scheme approved under the Energy Laws, usually resulting from an electricity retailer no longer being able to sell electricity due to the suspension or revocation of its:

- (a) retail licence; or
- (b) right to acquire electricity from an electricity wholesale market.

**Meter** means an instrument 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.

**Metering Coordinator** has the meaning given to it in the Rules.

**Offer** means an offer by a retailer to a Small Customer to provide customer retail services under a market retail contract.

**Off-peak Period** means the off-peak periods, if any, specified in the Contract Schedule. If you are a business customer and there is more than one off-peak period specified in the Contract Schedule, the Contract Schedule will indicate which off-peak period is applicable to you.

**Off-peak Rate** means a rate expressed as an off-peak energy charge (in cents or dollars) per kilowatt hour in the Contract Schedule which applies during Off-Peak Periods, as that rate may be varied under this Contract.

**Peak Period** means the peak periods, if any, specified in the Contract Schedule. If you are a business customer and there is more than one peak period specified in the Contract Schedule, the Contract Schedule will indicate which peak period is applicable to you.

**Peak Rate** means a rate expressed as a peak energy charge (in cents or dollars) per kilowatt hour in the Contract Schedule which applies during Peak Periods, as that rate may be varied under this Contract.

**Plan End Scheduled Meter Read** means the final scheduled Meter read for an Energy Plan Period, being a Meter read which:

- (a) will not take place earlier than 10 days before, or later than 81 days after, the Expected Energy Plan End Date; and
- (b) we will use reasonable endeavours to ensure takes place as close as reasonably practicable to the Expected Energy Plan End Date.

**Rules** means the National Energy Retail Rules made under the National Energy Retail Law.

**Shoulder Period** means the shoulder periods, if any, specified in the Contract Schedule. If you are a business customer and there is more than one shoulder period specified in the Contract Schedule, the Contract Schedule will indicate which shoulder period is applicable to you.

**Shoulder Rate** means a rate expressed as a shoulder energy charge (in cents or dollars) per kilowatt hour in the Contract Schedule which applies during Shoulder Periods, as that rate may be varied under this Contract.

**Small Customer** for the premises means:

- (a) a residential customer; or
- (b) a business customer who consumes electricity at or below 150MWh each year at that premises.

**Supply** means the delivery of electricity by a Distributor via its Distribution System to a premises, and the provision of any related services.

**Supply Commencement Date** is defined in clause 6.3.

**Tax** means any present or future taxes, excise, levies, imposts, deductions, charges, withholdings or duties other than income tax, fines or penalties, imposed by any government or any governmental or semi-governmental body.

**Usage Charges** means the charges calculated in accordance with clause 11.2.

**Usage Period** means either Peak Period, Shoulder Period, Off-Peak Period, Controlled Load Period or all hours of the day (as applicable).

**Usage Rate** means Peak Rate, Shoulder Rate, Off-Peak Rate, Controlled Load Rate or All Times Usage Rate (as applicable).

**Usage Quantity** in relation to a Usage Period, means the actual metered electricity usage, substituted electricity usage or estimated electricity usage (as applicable in accordance with clause 13) at the premises and in that Usage Period (whether consumed by you or another person), in kilowatt hours.



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