

Retailer of Last Resort

If you transfer to another *retailer* in a last resort event, we will provide your personal details to that *retailer*.

Your electricity supply will not be disconnected and this *contract* will be automatically cancelled and we will not charge you any disconnection, connection fee and or exit fee. You must pay *us* all outstanding amounts owing and for any electricity consumed at your *supply address* up until the date of the last resort event.

Bills

Price of Electricity

The *tariff* you pay for electricity will be set out in your *Written Disclosure Statement* or your *Price and Product Information Statement* and is published on *our* website. You give your explicit informed consent that your *tariff* can change from time to time, in line with the relevant code or guideline. If the *tariff* does change you will be notified on your next bill or as required by the code or guideline. Your *tariff* may depend on whether you are a *residential customer* or a *small business customer* as defined by your *distributor* and your network *tariff* arrangements.

You must not choose a non-business product plan if you are a *small business customer* or a nonresidential product plan if you are a *residential customer*.

You agree that you are responsible for the consumption of electricity at your *supply address*, for all fees and charges that the code or guideline allows *us* to charge you including any additional retail charges, any distribution non-network charges that we have been charged for i.e., disconnection and reconnection charges and any registration fee as set out in your *Price and Product Information Statement* and for any other goods or services supplied to you.

All Government concessions that you are eligible for and that you have provided *us* with sufficient information to validate will be passed on to you and will appear on your bill once the *concession* has been validated. To validate please fill in the appropriate form found at www.clickenergy.com.au

Your *tariff* may change in due course with the roll out of new Advanced Interval Meters. This means that you may be reassigned to a *tariff* that changes subject to the time of day, day of week or season. You give your explicit and informed consent that we may reassign the *tariff* that you are charged, based on a change in your metering circumstance's, which would include new metering equipment if permitted by the relevant *Codes and Guidelines*. If we do decide to change your *tariff* we will notify you on your next bill.

Issuing Your Bill

We will issue you a bill which complies with the relevant code or guideline every three months, or as agreed between you and *us*. If we agree to a regular billing cycle of less than three months we may charge you an additional retail charge. We will issue your bill to your nominated e-mail address. Your billing frequency may change in due course with the roll out of new Advanced Interval Meters. This means that you may be billed more frequently. You give your explicit and informed consent that we may change your billing frequency based on a change in your metering circumstance's, which would include new metering equipment if permitted by the relevant *Codes and Guidelines*. If we do decide to change your billing frequency we will notify you on your next bill.

If you choose one of *our* smoothed monthly billing plans, i.e., ClickEasy or Prestige Power, you have given *us* your explicit informed consent to be billed monthly. Your smoothed monthly bill will be the amount set out in your *Written Disclosure Statement*

or Price and Product Information Statements. Every three months when we have an actual meter reading for your *supply address* we will send you a bill for the balance of the amount payable that you owe *us* for that quarter or otherwise a refund (as the case may be). Every 12 months we may review your consumption and adjust the amount we charge you monthly. We will e-mail you if the amount changes.

Payment

You must pay the total amount owing, including GST, by the *due date* specified in the bill. You give your explicit informed consent that the *due date* will be 5 business days from the date we issue the bill. You must also pay *us* for any additional retail charge, any registration fees, and any charges applied by your *distributor* for supplying electricity to you, and any other goods or services supplied to you. You may pay in advance. We do not pay interest on payments made in advance.

If you make any payment which is dishonoured or reversed and we incur a fee as a result, you must reimburse *us* for the fee and any other costs which we incur.

You give your explicit informed consent that you must pay your bill using one of *our* approved payment methods.

Currently the approved payment methods are BPAY, over the telephone, via the internet or by Direct Debit.

We accept VISA®, MasterCard® and American Express cards. You give your explicit informed consent that we may charge you a credit card processing fee. We do not pass on this fee at the moment. If we do decide to charge you a credit card processing fee we will notify you on your next bill.

If you wish to use a direct debit arrangement, you must complete an approved direct debit request. You can download this form from *our* website.

Discount

You will be entitled to a discount on the amount payable for the total amount of electricity consumed in the period as set out in your bill if you:

- receive your bill via e-mail;
- pay your bill using one of *our* approved payment methods;
- pay your bill by the *due date* ; and
- the bill is not a final bill.

This discount will be credited to your subsequent bill.

The amount of the discount you receive will be set out in your *Written Disclosure Statement* or *Price and Product Information Statement* and can change, unless fixed for an agreed initial period of time. You give your explicit informed consent that your discount can change from time to time, in line with the relevant code or guideline. If the discount does change you will be notified on your next bill or as required by the code or guideline.

If you choose *our* green energy product plan, ClickNatural, you agree that the discount will not be paid to you. The money will go to purchase government accredited renewable energy certificates for you to reduce your environmental footprint.

Meter Readings

We will use *our* best endeavours to read your meter at least once every 12 months.

You must allow *us* or *our* representative safe, convenient and unhindered access to your *supply address* for the purpose of reading your meter and for maintenance and inspection, connection, disconnection and reconnection. We or *our* representative will carry or wear official identification and show that identification to you on request.

You do not own your meter. You must keep your meter clear of hazards and interference. If an attempt to read your meter is unsuccessful due to an act or omission by you and you subsequently request an actual reading we may impose an additional retail charge for this reading and you will remain liable for any electricity consumed.

If we are not able to reasonably or reliably base a bill on a reading of your meter we may provide you with an estimated bill. If we estimate your bill but subsequently obtain an actual meter reading, we will adjust your bill as required by the relevant Code or guideline.

Adjustment of a Bill

We will review your bill at your request. You must though pay the lower of that portion of your bill that you agree is not in dispute or an amount equal to the average of your bills in the previous 12 months.

If the bill is correct you must pay any unpaid amount or, if you believe your meter is faulty, you may request a test. If your meter is found to comply with industry regulations you must pay any unpaid amount and the cost of the test.

If your meter does not comply with industry regulations and your bill is incorrect we will adjust it.

If we have undercharged you, we may recover that amount so long as we comply with the relevant Code or guideline. We will list the amount owing in a special bill or in your next bill with an explanation of the amount. We will extend the time to pay the amount undercharged.

If we have overcharged you by an amount of \$50 or less, we will credit the amount to your next bill. If we have overcharged you by an amount exceeding \$50, we will notify you within 10 business days of us becoming aware of the error.

We will repay the amount in accordance with your reasonable instructions or credit the amount on your next bill.

Illegal Consumption

You must not take electricity illegally or tamper with or bypass your meter or associated equipment. If you do so, we will estimate the consumption for which you have not paid and take debt recovery action for the entire unpaid amount. If you damage the meter or any other equipment you will be responsible for the repair or replacement costs. Your supply may be disconnected.

Credit management

General

You authorise us to carry out a credit check on you to establish your credit rating.

Our credit management and debt collection processes are in accordance with the applicable laws and codes. Subject to other terms of this *Contract*, we will not commence legal proceedings against you for the recovery of a debt:

- until we have assessed your capacity to pay, if you are a *residential customer*; and
- if applicable, you continue to make payments in accordance with an agreed payment arrangement.

We may seek to recover costs, including any fees, associated with a dishonoured payment.

Refundable Advances and Security Deposits

If we require you to provide a refundable advance or security deposit as permitted in the relevant code or guideline we will do so according to the requirements of the relevant code or guideline.

Shortened Collection Cycle

We may place you on a shortened collection cycle if we have complied with the provisions of the relevant code or guideline which includes giving you a reminder notice for three consecutive bills or a disconnection warning for two consecutive bills.

If we do so, we will give you notice within 10 business days of doing so.

If you are on a shortened collection cycle we will only send you a disconnection warning. You will not be entitled to receive a reminder notice until you have paid three consecutive bills by the *due date*.

Payment Difficulties

You must contact us if you anticipate that you will be unable to pay the bill by the *due date*. If you contact us, or we believe that you are experiencing repeated difficulties in paying your bills, we will:

- discuss with you alternative payment arrangements;
- assess your capacity to pay and make available to you information about our assessment;
- offer you an instalment plan, unless in the previous 12 months you have failed to comply with two previous instalment plans and you do not provide a reasonable assurance to us that you are willing to meet your payment obligations;
- provide you with details on concessions
- provide you with telephone information about energy efficiency, and advice on the availability of an independent financial counsellor; and
- if you wish, for an additional retail charge, conduct an energy efficiency audit for you.

Instalment Plans

If you are a *residential customer*, having payment difficulties and not had two instalment plans cancelled in the previous 12 months due to non payment we will offer you a choice of instalment plans which comply with relevant code or guideline. Your instalment plan will allow you to either:

- make payments in advance towards your next bill; or
- payments in arrears and continue consumption.

If you are having difficulties in paying your bill the instalment plan may ask you to pay instalments in advance instead of a security deposit or a refundable advance.

Disconnection

Grounds for Disconnection

You must contact us if you anticipate that you will be unable to pay the bill by the *due date*.

We will not disconnect you for not paying the bill by the *due date* unless we have complied with the relevant code. Amongst other things, the Code requires us to offer you an instalment plan

We or your *distributor* may disconnect you, or your supply may be interrupted, amongst other things:

- if you do not pay your bill by the *due date* and we have followed the procedures stipulated by the Code;
- if, due to your acts or omissions, we or your *distributor* have been unable to access your meter as stipulated by the Code;

- if you have tampered with the meter or you are otherwise using electricity in a manner that is not permitted by applicable laws and codes;
- if you refuse to provide *acceptable identification* when you are required to; in an emergency; for health and safety reasons; for maintenance; at the end of this *Contract* if the

Code allows *us* to do so. Subject to other terms of this *Contract*, you may request *us* to disconnect your *supply address* at any time.

Reconnection

If *we* have disconnected your supply and you rectify the breach within 10 business days of the disconnection *we* will reconnect you on request.

You must pay *us* a reconnection charge. If you make a request for reconnection before 3.00 p.m. on a business day, *we* will reconnect you on the same day. If your request is after 3.00 p.m. but before 9.00 p.m. you can still be reconnected on the same day if you agree to pay the after hours connection charge.

Liability

Limitation of Liability

You acknowledge that, because of the nature of electricity, *we* can not guarantee the quality, frequency and continuity of electricity to your *supply address*. If you are a business customer you must take reasonable precautions to minimise the risk of loss or damage to any equipment, property or your business which may result from poor quality or reliability of electricity supply.

Our liability to you for any breach of this *Contract* is limited to the maximum extent permitted by the Trade Practices Act 1974 or any other law. If *we* breach this *Contract* *we* will, at *our* option, supply to you the equivalent electricity and/or services or pay the cost of having the equivalent electricity and/or services supplied again. You must indemnify *us* for any breach by you of this *Contract* or your negligence to the maximum amount which *we* are entitled to be compensated under the common law (including in equity) or statute.

Force Majeure

A force majeure event is an event outside the reasonable control of you or *us* which would result in you or *us* being in breach of this *Contract*. If a force majeure event occurs:

- the obligations of the affected party, other than an obligation to pay for electricity supplied to your *supply address*, are suspended to the extent to which they are affected by the force majeure event as long as the force majeure continues; and
- the affected party must give the other party prompt notice of the force majeure event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.
- The affected party must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible (although neither you or *us* is required to settle any industrial dispute in any way that you or *we* do not want to).

General

Notices

You agree that, where permitted by the Code, *we* will send a notice, consent, document or other communication to you by email.

In order to receive these notices you warrant that:

- you will ensure that your computer can receive *our* e-mails;
- you will ensure that your computer can receive PDF files;
- you understand that e-mail communications cannot be guaranteed to be timely, totally secure, error or virus-free and that *we* do not not accept liability arising out of any e-mail communications;
- you will notify *us* as soon as your e-mail address changes;
- if *we* cannot deliver the bill to your e-mail address (for example, if your e-mail inbox is full or your e-mail address has changed), *we* may forward your bill by mail.

PDF files can be opened with Adobe® Reader®.

You can download this for free from www.adobe.com.

Website

If you choose to pay your bill via the *Click Energy* website, www.clickenergy.com.au, you accept the following conditions.

We make no representations or warranties that the website will not cause damage, or is free from any computer virus or any other defects or errors.

If you are dissatisfied with these conditions or any portion of the website your sole and exclusive remedy is to discontinue using the website. *We* reserve the right, in *our* sole discretion, to terminate your access to the website or any portion thereof at any time, without notice.

Complaints

We value *our* customers and want to make sure that *we* provide you with the best possible service. If a problem should arise, please contact *us* immediately. *We* promise to do everything *we* can to make sure that it is resolved to your satisfaction.

Please note that if *we* are not able to resolve the matter immediately *we* will review the matter and contact you within 14 days. If *we* need to take further steps (e.g., where *we* have to refer the problem to a *distributor*), it may take longer to resolve the matter. If this is the case, *we* will contact you and explain what is happening.

If at the end of the process you are not satisfied with *our* response, please ask for your complaint to be raised to a senior person in *our* organisation. If you are still not satisfied with *our* response, you may refer the complaint to the *Ombudsman*.

Privacy and Confidential Information

We take your privacy seriously. *We* are bound by the Privacy Act 1988 and the National Privacy Principles which can be obtained through the website of the Federal Privacy Commissioner: www.privacy.gov.au

In summary *our* Privacy Policy provides that *we* will collect, use and disclose personal information in accordance with the National Privacy Principles. If you want to see *our* Privacy Policy you can download it from *our* website.

We collect personal information about you to assist *us* in providing you electricity and other products and services. For example, *we* may keep a record of your visits to *our* website. If you do not provide this personal information *we* may not be able to fulfil *our* contractual obligations.

We will treat your personal information confidentially. We will use your personal information to service you to the best of *our* ability. We will not disclose your personal information to any third parties except as permitted by the Privacy Act 1988, the National Privacy Principles or other law or regulation. We may give out information about you to *our* related companies or a third party contracted by *us* to provide a service or activity on *our* behalf. These third parties will have signed confidentiality agreements with *us*. You can request access to any of the personal information we hold about you. If you are of the opinion that it is incorrect you may ask *us* to amend it.

Credit Information

Exchange of Creditworthiness Information between Credit Providers (Privacy Act 1988). By entering into this *Contract*, you agree that we may exchange information about you with other credit providers under the Privacy Act 1988 for the purpose of assessing an application by you for credit; notifying other credit providers of a default by you; exchanging information with other credit providers as to the status of this credit where you are in default with other credit providers; or to assess your creditworthiness. The information exchanged can include anything about your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

Disclosure of Credit Information to a Credit Reporting Agency (Privacy Act 1988). This *Contract* constitutes a *contract* for consumer credit. We may give credit information to a credit reporting agency either for the purpose of obtaining a consumer credit report about you or allowing the credit reporting agency to create or maintain a credit information file containing information about you, or both. This information may be given before, during or after the provision of credit to you. This information is limited to: your name and address; the fact that you have applied for credit under this *Contract*; the fact that we provide credit to you; the existence of any loan repayments which are overdue by more than 60 days and for which debt collection action has started; advice that payments are no longer overdue; information that, in *our* opinion, you have committed a serious credit infringement; or information about cheques drawn by you for \$100 or more which have been dishonoured more than once.

Faults and Emergencies

If you experience any type of power failure, you can call the faults and emergencies number on your bill.

Variation

This *Contract* may be varied by agreement in writing between you and *us*.

The *tariff* you pay for electricity will be set out in your *Price and Product Information Statement* or *Written Disclosure Statement* and can change. If the *tariff* does change you will be notified on your next bill.

The amount of the discount you receive will be set out in your *Price and Product Information Statement* or *Written Disclosure Statement* and can change unless guaranteed for an initial period of time. If the amount of the discount does change you will be notified on your next bill.

If this *Contract* or the Code is amended, we will inform you of any amendment that materially affects your rights, entitlements and obligations as soon as reasonably practicable after the Energy Retail Code is amended. We will provide you with a copy of the Energy Retail Code (a large print copy is available) if you request it.

Inconsistency

This *Contract* cannot be inconsistent with the relevant Code. If a term or condition of this *Contract* is inconsistent with the Code, that part is to be read as deleted and the rest of the *Contract* is not affected.

Assignment

We may only assign this *Contract* with your consent. We do not require your consent if we transfer all or substantially all of *our* retail sales business or if your usage increases and we are notified that the *NMI* at your *supply address* is now classified as a large customer by *AEMO*. You must obtain *our* consent if you want to assign this *Contract*.

Relevant Law

The law applicable to this *Contract* is the law of the State where your *supply address* is located.

Other Information

Please contact *us* if you would like further information on, for example:

- *our* tariffs, products and services;
- your historical billing information (where we have the information);
- *concession* information; and
- energy efficiency.

Promotional 'Bonus' Offers

If you participate in any of *our* promotional offers or programs as set out in your *Price and Product Information Statement* please read and accept the additional terms and conditions that apply for that product as provided by the supplier of that product. The promotional offer may also involve additional eligibility criteria, which will need to be satisfied for the product to be included as part of Click's offer.

If you terminate the power *contract* during the cooling off period, your *contract* with any Click promotional product may also immediately terminate. If your Building Insurance commences during the Cooling Off period and you cancel during the cooling off period, you will be given an additional 7 days cover at no charge to make alternative arrangements. Promotional products may be transferable to a new *supply address* if you transfer your electricity to a new *supply address*, please contact the supply of the promotional product to arrange.

Only one Promotional product is available per customer.

Click does not guarantee any benefit of the promotional products in particular no benefit under any insurance cover offered.

Sign up rebates, if applicable, will not be credited to Final Invoices.

Commission

If you have agreed to switch to *Click Energy* on any of the online switching engines a fixed fee or commission is normally paid by *us* to the online switching business. We also pay the utility connection business On The Move Pty Ltd a fixed fee for managing the process of connecting, reconnecting and disconnecting your electricity supply.

Life Support Equipment

Where you have provided *us* with written confirmation from a registered medical practitioner or a hospital that a person residing at your *supply address* requires life support equipment or otherwise has a medical condition that requires continued electricity supply, we will notify the relevant distribution entity.

Translation Services

For free translations of this charter please copy and paste at www.freetranslation.com

Large Print

You can more easily view large PDF's by using zoom tools. To use zoom tools choose tools and select zoom. Then you can either drag and enlarge or select and enlarge.

Definitions & interpretation

- acceptable identification means, in relation to a residential customer, one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner Concession Card or other current entitlement card issued by the Commonwealth or a birth certificate. If a business customer is a partnership each of the partners may need to be identified. If a business customer is a company acceptable identification includes the Australian Company Number or the Australian Business Number.
 - additional retail charge means a charge relating to the sale of energy by us to you other than a charge based on the applicable tariff. It does not include any charge relating to the supply, but not sale, of energy or any amount payable by you for a breach of your Contract.
 - AEMO means Australian Energy Market Operator Limited (ACN 072 010 327)
 - Additional Terms and Conditions, which are an essential part of the Contract, include Click Energy's Price and Product Information Statement or Written Disclosure Statement.
 - business day means a day other than a Saturday or Sunday or a public holiday.
 - Charter means this document that sets out your rights and responsibilities.
 - Click Energy, us, our, ours and we means Click Energy Pty. Ltd. (A.C.N. 116 567 492).
 - Codes and Guidelines means regulatory Codes and Guidelines that implement the obligations created by section 36A of the Electricity Industry Act 2000 (Vic.) and sections 46 to 55E and 203 to 207D of Electricity Act 1994 (Qld). This includes but not limited to the Energy Retail Code of Victoria and the Electricity Industry Code of Queensland.
 - Concession means a concession, rebate or grant including, without limitation, Winter Energy Concession, Life Support Machines, Group Homes, Multiple Sclerosis or Associated Conditions, Service to Property Charge Supply Concession, Property Transfer Waiver Fee, and Utility Relief Grant Scheme in Victoria and the electricity pensioners' and seniors' rebate in Queensland.
 - Contract means this Charter and any Additional Terms and Conditions that form the agreement between you and us.
 - distributor means the company which owns and operates the network of poles and wires through which electricity is provided to your supply address.
 - due date means the date by which you must pay the amount owing.
 - GST means the goods and services tax as provided for by the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time.
 - Last Resort Event means that our licence has been suspended or revoked or we are unable to continue supplying you electricity to your supply address.
 - NMI means the national meter identifier found on the meter at your supply address.
 - Ombudsman means the Energy Ombudsman scheme operating in the State where your supply address is located.
 - Price and Product Information Statement means the pricing schedule that sets out the tariff or tariffs and Additional Terms and Conditions that may apply to you in Victoria. This has the same meaning as the Written Disclosure Statement in Queensland.
 - public holiday means a public holiday appointed under the Public Holidays Act 1993.
 - Regulator means the body, department or commission authorised to regulate the industry and depends on the state in which your supply address is located. This also includes the AER who is the Australian Energy Regulator established by section 44AE of the Trade Practices Act 1974 of the Commonwealth. A list of the Regulators can be found in this document under the heading of contacts
 - residential customer means a customer who purchases electricity principally for personal, household or domestic use at the relevant supply address.
 - retailer means an entity licensed to sell electricity or holds an authority to provide customer retail services under the Electricity Industry Act 2000 (Vic) or the Electricity Act 1994 (QLD) depending on the state in which your supply address is located.
 - small business customer means a customer who is not a residential customer and its supply address uses less than 160MWh per annum in Victoria and less than 100MWh per annum in Queensland and its NMI is classified as a 'Small' user of electricity
 - supply address means the address for which you have agreed to purchase electricity.
 - tariff means the relevant tariff published by us from time to time.
 - Written Disclosure Statement means the pricing schedule that sets out the tariff or tariffs and Additional Terms and Conditions that may apply to you in Queensland and contains the Price Fact sheet. This has the same meaning as the Price and Product Information Statement in Victoria.
 - You and your means the person who has accepted (or has been deemed to have accepted) this Contract, as amended from time to time, provided that you are a customer who consumes less than 160 MWh per year.
- In this Contract, unless the context requires otherwise:
- i. headings are for convenience only and do not affect the interpretation of this Contract;
 - ii. any reference to the singular includes the plural and vice versa;
 - iii. if the customer consists of more than one person, each person is jointly and severally bound;
 - iv. a customer which is a trustee is bound both personally and in its capacity as a trustee;
 - v. any reference to a customer includes the customer's executors, administrators, successors and permitted assigns;
 - vi. if an act must be done on a specified day which is not a business day, it must be done instead on the next business day;
 - vii. all calculations of dates and time periods under this Contract shall be by reference to the date and local time in the State where your supply address is located, and not, unless expressly provided for otherwise, the date and local time at the actual place in the world at which the relevant event in fact occurs;

viii.any reference to a statute, regulation or provision of a statute or regulation (Statutory Provision) includes: that Statutory Provision as amended or re-enacted; a statute, regulation or provision enacted in replacement of that Statutory Provision; and another regulation or other statutory instrument made or issued under that Statutory Provision.

Contacts - Regulators

Essential Services Commission of Victoria

Level 2
35 Spring Street
Melbourne 3000
www.esc.vic.gov.au

Queensland Mines and Energy

Department of Employment, Economic
Development and Innovation
PO Box 15216
CITY EAST QLD 4002
Telephone: +61 7 3235 4164
Facsimile: +61 7 3237 1344
www.dme.qld.gov.au

Australian Energy Regulator

Level 35, The Tower
360 Elizabeth Street
Melbourne Central
Melbourne VIC 3000
Tel: (03) 9290 1444
Fax: (03) 9290 1457
AERInquiry@aer.gov.au

Contacts - Ombudsmans

Energy and Water Ombudsman Victoria (EWOV)

Freecall (except mobile phones): 1800 500 509
www.ewov.com.au

Energy Ombudsman, Queensland (EOQ)

Ph: 1800 662 837
Email: info@eoq.com.au

Faults and Emergencies

If you have a power failure you may call your distributor's 24 hour emergency number:

Alinta AE (AGL/Agility): 131 626

CitiPower: 131 280

Energex: loss of supply 13 62 62

Energex: emergencies 13 19 62

Powercor: 132 412

SP AusNet (TXU): 131 799

United Energy: 132 099

