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Electricity Act 2000 Gas Act 2001

TRUENERGY CUSTOMER CHARTER – VICTORIA TERMS AND CONDITIONS FOR DEEMED AND STANDING OFFER CUSTOMERS

Who is TRUenergy?

We provide electricity and natural gas to residents and businesses in Victoria, South Australia, New South Wales, the Australian Capital Territory and Queensland.

PART 1: THIS AGREEMENT

When does *your* agreement start?

This agreement will start on the *start date* and for existing customers will replace *your* current terms and conditions for *energy* supply.

Is this the entire agreement with *us* for the sale of *energy*?

Unless otherwise agreed with *you*, this is the entire agreement between *you* and *us*. *You* and *we* have a right or obligation on the basis that the provisions of the *Retail Code* form the basis of the terms and conditions of this agreement, where *we* have made reference to the *Retail Code*. Where *we* have not expressly dealt with a subject in the *Retail Code*, the rights and obligations in the *Retail Code* are incorporated into this agreement.

This agreement cannot be inconsistent with the *Retail Code*, and if it is, the relevant term and condition is void, and the term or condition of the *Retail Code* is deemed to form part of this agreement in its place. *We* will provide *you* with a free copy of the *Retail Code* upon request.

PART 2: WHAT AND WHEN DO *YOU* HAVE TO PAY?

We will sell and bill *you* for *energy* and other related services, and arrange for the supply of *energy* to *your supply address*, and *you* will pay for the *energy* and related services supplied to *you* in accordance with the relevant charges that apply to *you*. *You* have 12 business days from the date on the account to pay the total amount owing, including GST.

You must also pay *us* for any *additional retail charges*, any payment permitted or required under this agreement, or any other goods or services which *you* receive from *us*, and any other charges applied by the *distributor* for the supply of *energy* to *you*. *We* will provide information on the account that is required by the *Retail Code* (as applicable for *your* agreement with *us*) including itemised information on *your* charges, the amount payable, the pay-by date, whether the bill is based on a meter reading or is an estimated bill, telephone numbers for billing and payment enquiries and for faults or emergencies. *We* will also include a consumption graph on *your* account where the *regulations* require.

What pricing applies to *you*?

We will charge *you* either the price published as being relevant to *your* usage and specified by *us*, or the amount specially agreed between *you* and *us*. The pricing *you* are on depends on the purpose of *your* usage, the nature of any dedicated circuits (such as off-peak appliance) and *your* network tariff arrangements. *You* can't use the *energy* for a different purpose. *We* may require *you* to change to a different price applicable to *your* usage, or *we* may retrospectively transfer *you* if *you* haven't given *us* notice of change of usage.

Where the *regulations* allow it, the prices may change from time to time. If *you* are on a standing offer tariff (as published on our website), the *regulations* provide that *we* may only vary such tariffs after they have been in place for six months. If *we* change the price, *we* will notify *you* of the changes and *your* account will contain charges in proportion to the periods prior to and subsequent to the price change.

SPECIAL

How often will you receive an account?

We will issue you an account,

- (a) in the case of an electricity agreement, at least every three months;
- (b) in the case of a gas agreement, at least every two months;
- (c) in the case of a *dual fuel agreement*, at least as often as we have agreed with you.

You have a right to reach an agreement with us on shorter regular billing cycles. This can only happen with your consent and may mean an *additional retail charge* on your account.

Consistent failure to pay your accounts by the pay-by date may lead to you being placed on a shortened collection cycle, which we will only do in accordance with the *regulations*.

Certain *deemed customers* will continue on their pre-existing billing cycles.

Contact us to find out if this applies to you.

How can you pay your energy account?

We will provide a range of payment options that includes Australia Post, sending a cheque, or arranging a direct debit from your bank account. Before a direct debit arrangement may be used, you must complete a direct debit request. It will include details of the amounts, preferred date and frequency of direct debits, and how you can cancel the arrangement. We may make other payment methods available.

Please check your account for details.

At your request, we will also accept payment in advance.

Where we supply you with both electricity and gas, we will apply payments received from you to charges for the supply or sale of electricity and gas as directed by you. If you are a *domestic customer* and where you give no direction, we will apply the payment in proportion to the relative value of those charges. We will only impose any *late payment fees* strictly in accordance with the *regulations*. Where required under the *regulations*, we will waive any *late payment fee* imposed on you. Any *late payment fee* we charge will be fair and reasonable having regard to costs incurred by us.

Can you have your account reviewed?

At your request, we will review an account. While the account is under review, you must pay that part of the account on which we both agree or pay an amount equal to the average of your accounts over the past 12 months (whichever is the lower). You must also pay any future accounts you receive while the account is under review (except any portions of those accounts that you have also asked us to review). If the account is not correct, we will adjust your account. If the account is correct, you must pay the account or request that we arrange a test of your meter in accordance with the *regulations*. Please also refer to Part 7 of this Customer Charter. If you are undercharged, we will include the amount owing and an explanation on an amended account. We will only charge you for amounts undercharged in accordance with the *regulations*. However, if the undercharging was due to fraud on your part, we are entitled to recover the full amount from you.

If you are overcharged on an account, we will refund you in accordance with the *regulations* or by agreement with you.

How do we calculate your account?

Unless we have your consent to do otherwise, we will base your account on a read of your meter or estimate in accordance with the *regulations*. However, we will use our best endeavours to read your meter once in each 12 month period. If we have not been able to read your meter because of an act or omission by you, and you request us to replace an estimated bill with a bill based on an actual reading of your meter, we will try and comply with your request but your request may incur an *additional retail charge* for costs incurred in complying with your request.

If we do estimate your account and afterwards we get a reliable meter reading, we will adjust your account as required by the *regulations*.

Is a security deposit¹ required?

For *domestic customers*, we may require a security deposit as permitted by the *regulations* if you:

- still owe money from a previous address;
- have used *energy* unlawfully within the past two years;

¹ The *Retail Code* refers to this as 'refundable advance'.

- have refused to provide acceptable identification to *us* as set out in the *regulations*; or
- have an unsatisfactory credit rating and have not accepted an instalment payment plan when offered.

For *business customers*, we may require a security deposit as permitted by the *regulations* if *you*:

- do not have a satisfactory *energy* account payment record; or
- *you* have an unsatisfactory credit rating.

The amount of the security deposit will be calculated in accordance with the *regulations*. Failure to pay a security deposit upon request may lead to a disconnection of *your energy* supply.

When do we refund *your* security deposit?

We will use *your* security deposit and accrued interest to pay any accounts *you* have outstanding if *you* are disconnected and do not have the right to be reconnected, or where *you* leave the *supply address*, request disconnection or transfer to another retailer. Where we use *your* security deposit in accordance with the *regulations*, we will provide *you* with an account of its use.

Where applicable, we will refund *your* security deposit and any accrued interest in accordance with the *regulations*.

How do we manage credit and debt collection?

We may seek to carry out a credit check on *you* and use the information to establish *your* credit rating. Our credit management and debt collection processes are in accordance with the *regulations*. In line with the *regulations*, we may report an overdue payment to a credit reporting agency.

We may not start legal action to collect money owing while *you* are making payments according to an agreed arrangement. In the case of dishonoured payment, we may recover the amount of the dishonoured or reversed payment, plus an extra fee from *you*.

PART 3: DISCONNECTION AND RECONNECTION

Why would we disconnect *you*?

We or *your distributor* may disconnect *your energy* supply for the reasons summarised below, but we must first follow the rules set out in the *regulations*. We will not disconnect *you* for not paying *your* account without giving *you* at least seven business days notice (from the date the notice is sent) of impending disconnection. *You* may also request disconnection of *your supply address* and finalisation of *your* account.

In summary, *your energy* supply may be disconnected or interrupted in accordance with the *regulations* for the following reasons:

- for non payment;
- if *you* do not provide *us* with access to the meter in accordance with the *regulations*;
- for refusal to provide *us* with acceptable identification in accordance with the *regulations*;
- for health and safety reasons;
- for maintenance;
- in an *emergency*;
- at the direction or request of a *regulator*;
- if *you* are using *energy* in a way that doesn't meet the *regulations*;
- if *you* are required to, but fail to, give a security deposit; or
- if this agreement has terminated and we are permitted to by the *regulations*.

If *you* are not able to pay *your* account because of insufficient income we will not disconnect *your energy* supply:

- until we try and contact *you* and do those things required by the *regulations*, or
- if *you* accept an instalment plan within five business days of *us* having offered the instalment plan to *you*.

Are you experiencing payment difficulties?

If *you* are having trouble paying an account by the pay-by date, *you* must contact *us* immediately.

If *you* are a *domestic customer*, *we* will not disconnect *you* for not paying *your* account before *we* have:

- offered *you* an instalment plan or payment arrangement if required by the *regulations*;
- if agreed with *you*, conducted an *energy* efficiency field audit; given *you* information on government funded concessions including the Utility Relief Grant Scheme; or
- met all other requirements under the *regulations*.

Are there times when *you* can't be disconnected?

We will not disconnect *you*:

- if *you*, or someone living with *you* depends on a life support machine or has an approved medical exemption;
- if *your* complaint to the Energy and Water Ombudsman of Victoria, directly related to the reason for disconnection, remains unresolved;
- if *your* application for an Utility Relief Grant has not been decided;
- for failing to pay *us* for something other than *energy*; or
- after 2 pm Monday to Thursday (or 3 pm for *business customers*), or on a Friday, a weekend, a public holiday, or the day before a public holiday, except in the case of a planned interruption or other reasons as required by *your distributor*.

If *you* are disconnected, when will *we* reconnect *your energy* supply?

We will reconnect *your supply address* generally on or before the next business day once:

- *your* account is paid, or agreement with *us* is reached on how it will be paid;
- *you* apply for a grant under a government funded concession scheme such as the Utility Relief Grant Scheme; or
- the reason for *your* disconnection is otherwise resolved.

A reconnection fee may be charged. Unless otherwise agreed by *you*, if *you* contact *us*:

- by 3 pm on a business day, *we* will reconnect *your supply address* that day; or
- after 3 pm and before 9 pm on a business day, *you* can still be reconnected that day for an after hours reconnection fee.

PART 4: HOW TO END THIS AGREEMENT**Is there a cooling off period?**

For new customers, *you* have the right to cancel this agreement within 10 business days (or 5 business days for energisation contracts or for unplugging or installation of a supply point) of the later of the *Start Date* or the date *you* receive a copy of this agreement. *You* may cancel the agreement by providing *us* with written notice which clearly indicates *your* intention to cancel. If *you* have consumed *energy* or other services during that time, *you* will have to pay *us* for it. *We* are not entitled to charge *you* any costs or require any compensation resulting from *you* exercising *your* right to cancel the agreement within the cooling off period. Cooling off periods do not apply for existing or *deemed customers*.

How can *you* end this agreement?

You need to give *us* 28 days notice in writing to end this agreement unless *we* have agreed otherwise with *you* or *you* are a *deemed customer*, in which case *you* need not give *us* any notice. If *you* have entered into an agreement to purchase *energy* for a minimum period, *you* will need to pay *us* an exit fee if *you* wish to end the agreement earlier, unless prevented by the *regulations*. If *your energy* agreement contains an exit fee, *we* will provide *you* with details of that fee prior to entering into the agreement with *you*. If *you* wish to transfer to another *energy* retailer, this agreement will remain in place until *you* have successfully transferred.

How can we end this agreement?

We may terminate this agreement immediately if, having breached this agreement, *you* have been disconnected and *you* no longer have the right to be reconnected, or under the terms of any specific agreement with *you*, or as the *regulations* permit.

For *deemed customers*, this agreement will also end if *you* are no longer a *deemed customer* under the *regulations*.

What effect does ending this agreement have?

We will not have an obligation under this agreement to sell *you* *energy*, but *you* will need to pay any outstanding debts. The ending of this agreement doesn't change any rights and obligations that accrued at the time of the termination, and the operation of other clauses continue. For example, *you* will still need to provide access to *your supply address* to allow access to the meter.

What do you need to know if you are leaving your supply address?

You must give *us* notification and supply a forwarding address for a final bill at least three business days before *you* leave *your supply address*. If *you* do not notify *us*, *you* will remain responsible for the *energy* consumed at the *supply address* for three business days after *you* give *us* notice (unless evicted or forced to leave, in which case *your* responsibility ends after *you* notify *us*), or until someone else has an agreement for *your supply address*.

We may offer *you* the option to transfer this agreement to *your* new *supply address*. If we have an agreement with *you* to supply *energy* at another *supply address*, we may include in *your* account a bill for the amount payable for the *energy* consumed at *your* vacated *supply address*. After successful transfer or upon disconnection (providing this agreement had ended) *you* will not need to keep paying for future *energy* supplied to *your supply address* under this agreement.

PART 5: OTHER RESPONSIBILITIES**What are your other obligations?**

You need to:

- apply for *energy*;
 - pay any charges including connection and reconnection charges by the due by date;
 - provide *us* with acceptable identification, contact details and the details of the property owner or agent, where the *supply address* is a rental property;
 - provide the information necessary for *energy* to be connected at *your supply address*;
 - tell *us* as soon as possible if *your* contact details change;
 - tell *us* if *you* are no longer responsible for paying for *energy* at *your supply address*;
- and make sure *you* don't take more *energy* than is allowed by *your distributor* for *your supply address*.

What additional information can you request?

By contacting *our* customer service centre *you* can receive:

- information on *your* supply;
- accounts and information on how *you* can pay;
- typical running costs of appliances;
- *your energy* usage and how to save money on *your energy*;
- a large print copy of *our* charter;
- as may be required by the *regulations*, a copy of *our* charter in a foreign language²;
- a copy of the *Retail Code*, including a large print version;
- information on *our* pricing, including *our* market contract prices;

² Italian, Greek, Chinese and Macedonian

- historical billing information for *your supply address* for the last two years (a fee may be charged for additional or multiple requests);
- for *domestic customers*, a language interpreter service;
- advice on the availability of independent financial counselling;
- information on concessions available to *domestic customers*;
- advice on how to improve *energy* efficiency;
- *our additional retail charges*, and *our* other charges and fees; and
- information on network charges.

What assistance do we provide for account payment?

As a *domestic customer*, if *you* are experiencing payment difficulties and *you* contact *us*, or *we* believe *you* are experiencing repeated payment difficulties and contract *you*, *you* have a right to:

- have *your* financial circumstances and hardships taken into account when negotiating instalment plans or other payment arrangements;
- receive a summary on request as to how *your* financial circumstances and payment capacity have been assessed;
- services that make paying *your energy* accounts easier – *we* offer *you* payment options and instalment plans that take into account *your energy* needs and capacity to pay;
- be advised of the availability of an independent financial counsellor;
- a home *energy* audit (a fee may be charged for this service);
- receive information on the Utility Relief Grant Scheme managed by the Department of Human Services; and
- information on government funded winter *energy* concessions.

If *you* are a business customer, *we* will consider any reasonable request from *you* for (and may impose an *additional retail charge* on *you* if *you* enter into) an instalment plan.

Part 6: What to do if *you* are not satisfied

We try hard to ensure that problems don't arise. The good news is that when problems do arise, *we* have a clear and simple way to resolve them. *We* want *you* to tell *us* about *your* problem and *we* will make every effort to resolve it immediately at *your* initial contact. *We* will continue to work with *you* until the problem is resolved to *your* satisfaction.

Where concerns remain, *your* problem will be referred to *our* Customer Relations Unit, which will review the case and notify *you* of a decision. Some matters, such as *energy* supply quality problems, will have to be referred to a *distributor* and may take a longer time to resolve due to their technical nature. *We* will advise *you* where there is likely to be a significant delay in investigating *your* problem, provide *you* details of when *we* expect to have a resolution and how to contact *us* in the meantime.

In all cases *you* should talk to *us* first. It speeds resolution and allows timely review of the matter, allowing *us* to make improvements for the benefit of all *our* customers. In the event that *you* are still not satisfied, *you* can refer *your* problem – free of any charge – to the Energy and Water Industry Ombudsman Victoria (EWOV), an independent dispute resolution scheme.

PART 7: LOOKING AFTER *YOUR* METER

What do *we* do to connect *you*?

If *you* have applied for connection or *your energy* agreement becomes effective, no later than the next business day *we* will ask *your distributor* to connect *your supply address* as soon as possible.

What is *your assigned meter identifier*?

Your assigned meter identifiers are unique numbers on *your* property that identify *your* electricity and gas meters. They will appear on *your energy* account.

What should you do if you think that your meter is faulty?

You may ask us to test the meter at your supply address. If the meter is recording correctly within the regulations, you will be charged for the test.

What do you need to know about property access and meter responsibility?

We must have safe, convenient and unhindered access to your premises to read, install, remove or inspect the meter, connect or disconnect the energy supply, inspect or test the energy installation, prune or clear vegetation, and undertake repairs or maintenance. Our representatives must always carry or wear official identification and show it to you on request.

Where there is something at your supply address that may be a danger, you must inform us and take action to minimise the danger to our representatives. You must keep the meter safe from hazards and interference. You do not own the meter or any part of the energy distribution system.

PART 8: CAN THIS AGREEMENT BE CHANGED?

If you request, we will provide you with information on the prices we can offer you in accordance with the regulations. We can change the prices from time to time in line with the regulations.

We may agree with you to a variation to this standard agreement provided that we have received your explicit informed consent. If we enter into a variation with you, we will provide you with details in writing.

In any case, these terms and conditions may be changed from time to time after we have published them in the Government Gazette and complied with any other requirements in the regulations and, where required, once we have received the consent of the ESC. If this happens, the changes will take effect from the time set out in the variation that has been published. We will make sure that we notify you of any changes.

PART 9: IN WHAT CIRCUMSTANCES ARE WE NOT LIABLE?

You acknowledge that the quality, frequency and continuity of supply of energy is subject to a variety of factors outside of our control, for example, accidents, weather and the acts of third parties such as other customers, generators, electricity distribution and transmission owners, gas production facilities and pipeline owners, and regulators.

You acknowledge that the nature of energy supply is such that we cannot guarantee to you the quality, frequency or the continuity of supply of energy to you, and that this agreement does not vary or exclude any immunity, limitation of liability or indemnity that may be provided in the regulations.

Variations in voltage are an inherent characteristic of electricity supply involving a rapid decrease (dip) or increase (spike) in voltage and cannot be completely prevented. Variations in voltage can be in excess of the voltage range tolerated by domestic appliances and business equipment, and may cause damage. Variations in gas pressure may also cause damage or interruption to supply.

If you are a business customer, you must take reasonable precautions to minimise the risk of loss or damage to your equipment, premises or business that may result from quality, frequency, pressure or reliability of energy supply.

If you do suffer any loss, damage or harm as a result of a variation in voltage you may be able to receive compensation from your distributor (refer to your Distribution Charter for more information).

Further, to the extent permitted by the Trade Practices Act and the Goods Act, our liability to you for breach of any condition or warranty implied by either of those Acts is limited (at our option) to, in the case of goods, the replacement of the good, supply of an equivalent good or payment of the cost of acquiring equivalent goods. In the case of a service, it is limited to the re-supply of the service or the payment of the cost of having the service supplied again.

We confirm that nothing in this energy agreement varies or excludes the operation of:

- section 117 of the **Electricity Industry Act 2000** or section 78 of the National Electricity Law; or
- sections 232 or 233 of the **Gas Industry Act 2001** or section 33 of the **Gas Safety Act 1997**.

When can we claim indemnity from you?

You must indemnify *us* for any breach by *you* of this agreement or *your* negligence to the maximum amount which *we* are entitled to be compensated under the common law (including in equity) or statute for *your* breach or negligence.

Who is liable if a force majeure event occurs?

A *force majeure event* is an event that occurs which is outside both *our* and *your* reasonable control (such as an accident, drought, industrial action or other unavoidable cause) and would result in *us* or *you* being in breach of this agreement (for example, *we* may be unable to supply *you* energy, or *you* may be unable to consume energy).

If a *force majeure event* has occurred,

- (a) the affected party will not be in breach of this agreement for non-performance of the obligations caused by the *force majeure event* for as long as it continues;
- (b) that affected party must promptly notify the other party of the kind of *force majeure event*, the time it is expected to continue for, and how the *force majeure event* will result in a breach of this agreement. Where the *force majeure event* is widespread (for example, if *we* are unable to arrange for the supply of energy to many of *our* customers) *we* will comply with this obligation by making the necessary information available to *you* on *our* 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable;
- (c) the affected party must also use its best endeavours to remove, overcome or minimise the effects of the *force majeure event* (although neither *you* nor *we* are required to settle an industrial dispute if that is the *force majeure event*).

PART 10: OTHER RULES THAT APPLY**How are greenhouse gas emissions presented on my electricity bill?**

Greenhouse gas emissions connected to your electricity plan are presented on your electricity bill in accordance with the Essential Services Commission Electricity Industry Guideline No.13 Greenhouse Gas Disclosure on Electricity Customers' Bills. If you would like to view a copy of this guideline refer to our website.

Are there other rules that apply to this agreement?

This agreement is subject to any relevant *regulations*, and *you* and *we* both agree to comply with all requirements in the *regulations*, except to the extent modified by *your* agreement with *us* where that is permitted by the *regulations*. *You* must co-operate with *us* and the *distributor* in the exercise of powers, rights or obligations under this agreement or the *regulations*. In particular, the *Retail Code* sets out *our* obligations to *you*, and *your* obligations to *us*. This agreement is subject to any minimum requirements set out in the *Retail Code*, and will be amended automatically. It should be read as if this agreement has changed to reflect any changes occurring in the *Retail Code* from time to time.

What happens if you have special medical needs?

If *you* or someone *you* live with requires a life support machine, or *your* address is registered as a medical exemption *supply address*, and *you* provide *us* with the necessary documentary confirmation, *we* will make special arrangements to ensure *your* energy supply is not disconnected and that *you* are given notice of any planned interruption as required under the *regulations*.

Do we keep your information confidential?

We comply with the Privacy Act's standards of collection, disclosure and access of personal information. *We* collect *your* personal information where it is related to one or more of *our* business activities. This collection will always be by lawful means and the purpose of the collection shall always be clear and explicit.

You have a right to have *your* personal information kept confidential. Unless otherwise allowed through the *regulations*, *we* must not give out information about *you*, except where *you* have agreed that *we* may do so. *We* will use *your* personal information in order to sell and deliver and market *energy* to *you*, or as required or permitted by the *regulations*. Personal information is shared within *our* group of companies and with other service providers to the extent required to undertake these activities.

Where *we* are permitted to by the *regulations*, *we* may provide *you* with information on other services or products available to *our* customers. *You* may advise *us* if *you* don't want to receive this information.

If *you* believe the information *we* have about *you* is incorrect, *you* can ask for it to be changed. If *we* make a decision about *you*, or affecting *you*, *you* can ask to see the information about *you* on which *our* decision is based, and *you* can ask *us* to provide *you* with a written reason for the decision.

Further information on privacy matters can be obtained by applying in writing to:

The Privacy Officer
TRUenergy
Locked bag 14060
Melbourne City Mail Centre 8001
or visit us at www.truenergy.com.au

What happens if *you* tamper with the meter?

You are not allowed to take *energy* illegally, or to tamper with or bypass the meter or associated equipment. If *you* have, *we* will estimate the consumption and *you* will need to pay for it. If *you* have damaged equipment belonging to *us* or third parties, *you* will be liable for repair or replacement costs.

How can this agreement be transferred?

We may assign this agreement to another party in the event that *we* transfer all or substantially all of *our* retail sales business. *We* will give *you* notice of this.

Otherwise *we* will only assign *your* agreement with *your* consent. *You* need to get *our* consent if *you* want to assign this agreement.

PART 11: CUSTOMER AGREEMENTS

Who is a Deemed Customer?

If *you* have previously been an electricity customer of *ours* prior to 1 January 2001 or a gas customer of *ours* prior to 1 September 2001, the government has provided that an agreement is deemed to exist with *us*, as detailed in this document. *We* will notify *you* if *we* change the terms and conditions of the deemed agreement. The price which *you* pay for *energy* is the standing offer tariff which is published on our website. *We* will notify *you* of any changes to it in or with the next bill *you* receive after the change takes effect.

You may choose to enter into a market contract with *us* or another retailer on different terms and conditions or remain on the standing offer tariff. *Your* deemed contract will end if *you* move to a supply address for which *we* are not the *FRMP*, if *you* have chosen to enter into a different agreement, or as determined by the government.

Who is a Standing Offer Customer?

For new customers moving into premises for which *we* are the *FRMP*, who do not wish to enter a market contract, the *ESC* has approved standing offer terms and conditions as contained in this document. This contract will end when *you* move premises or accept a market-based contract. The price which *you* pay for *energy* is the standing offer tariff which is published on our website. *We* will notify *you* of any changes to it in or with the next bill *you* receive after the change takes effect.

Who is a Market Contract Customer?

You may choose to sign an *energy* market contract with an *energy* retailer in which there are some variations to the terms and conditions in this document. The contract will begin after we have received *your* explicit informed consent and will end according to conditions specified in the terms and conditions. Market contracts are not required to be published and are not approved by the government.

How do we send notices to each other?

We may give *you* notices in writing only. They may be delivered by hand, by fax, by mail or by email to the address last notified to each other. Also we may give notices by publishing the notice in a newspaper circulating generally in Victoria.

PART 12: DEFINITIONS OF TERMS USED IN THIS AGREEMENT

‘*additional retail charge*’ means a charge relating to the supply and sale of *energy* by *us* to *you* other than a charge based on the price applicable to *you*. To avoid doubt, any network charge or other charge relating to the supply, but not sale, of *energy* to *your supply address* is not an *additional retail charge*, such as any charges levied by the *distributor* and approved by the *ESC*. Any amount payable by *you* to *us* for *your* breach of *your energy* agreement is not an *additional retail charge*.

‘*assigned meter identifier*’ means:

- for electricity, the National Meter Identifier (NMI) assigned to *your* metering installation; and
- for gas, the Meter Installation Reference Number (MIRN) assigned to *your* metering installation.

‘*business customers*’ has the same meaning as in the *Retail Code*.

‘*deemed customers*’ means customers deemed by the *regulations* to have entered into an *energy* agreement with *us* on these terms and conditions and includes, where applicable, default customers (being customers who have moved into an address without having a contract). Deemed agreement has a corresponding meaning.

‘*domestic customers*’ has the same meaning as in the *Retail Code*.

‘*distributor*’ means the entity who owns or operates the distribution system through whose network *your supply address* is provided with *energy*.

‘*dual fuel agreement*’ means an agreement between *you* and *us* that allows *us* to synchronise the billing cycles in *your* electricity and gas agreements.

‘*emergency*’ means an *emergency* or intervention in the market or direction requiring interruption, curtailment or disconnection due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys, damages or threatens to destroy or damage any property, or anything which *we*, the *distributor* or the *regulator* or any authority under the *regulations* considers to be an *emergency* in their absolute discretion.

‘*energisation contract*’ means an electricity contract under which, or in connection with, the customer’s *supply address* must be connected and all that is required to effect the connection is the insertion of a fuse or the operation of switching equipment which results in there being a non-zero voltage beyond the point of supply.

‘*energy*’ means gas, electricity or both depending on what *we* supply *you* with.

‘*ESC*’ means the Essential Services Commission.

‘*force majeure event*’ means anything beyond the reasonable control of a party and includes any industrial action or labour disputes.

‘*FRMP*’ means Financially Responsible Market Participant.

‘*late payment fee*’ means an amount payable by *you* to *us* where *you* have failed to meet *your* obligation to pay an amount due on or before the pay by date on *our* initial bill.

‘*regulations*’ means any acts, rules, *regulations*, orders, guidelines, licences or codes, including the *Retail Code* and the like, that regulate the parties or the *energy* industry in Victoria, as varied or replaced from time to time.

‘*regulator*’ means any body with whose directions or requests *we* or other parties are required to comply under the *regulations* and includes, without limitation the *ESC*.

‘*relevant customers*’ has the same meaning as in the *Retail Code*.

‘*Retail Code*’ means the *Energy Retail Code* issued by the *ESC*, as amended from time to time.

‘*standing offer customer*’ means a person who accepts a standing offer made by *us* pursuant to the *regulations*.

‘*start date*’ means the date these terms and conditions replace current terms and conditions for *energy* sale and supply, or for a new customer, the date this agreement commences as follows:

- (a) for current *deemed customers* (other than those *deemed customers* who are default customers) and *standing offer customers*, these terms and conditions will take effect on and from 3 February 2009;
- (b) for *deemed customers* who are default customers, the date you are deemed to have entered into this agreement by the *regulations*; and
- (c) for new *energy* customers, the earlier of:
 - (i) the date *we* accept *your* application and record *you* as a customer in *our* records;
 - (ii) any specific start date *we* agree; or
 - (iii) the date on which *your assigned meter identifier* has been transferred to *us*.

‘*supply address*’ means the address for which *you* have agreed to or are deemed by the *regulations* to purchase *energy* from *us*.

‘*TRUenergy*’, ‘*us*’, ‘*our*’, ‘*ours*’, or ‘*we*’ means TRUenergy Pty Ltd, ABN 99 086 014 968.

‘*You*’ (or ‘*your*’) means the person who has accepted (or has been deemed to have accepted) this agreement, including any preceding versions of this agreement, and *you* are a *relevant customer* and/or a domestic or small business customer in accordance with the *regulations*.

In this agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of any part of this agreement;
 - (b) words importing the singular include the plural and vice versa;
 - (c) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any government agency and vice versa, and that person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
 - (d) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
 - (e) an event which is required under any term or condition set out in this agreement to occur on or by a stipulated day which is not a business day may occur on or by the next business day;
 - (f) *we* are not in a position to connect, disconnect or reconnect the system at *your supply address* to a *distributor’s* distribution system. A reference in a term or condition set out in this agreement to *us* connecting, disconnecting or reconnecting *you* is to be construed in accordance with the *Retail Code*;
 - (g) a reference to any party, authority, agreement, document, legislation, *regulation*, code or anything similar includes any successor to that person, authority or item;
 - (h) if the customer consists of more than one person, each person is jointly or severally bound by the obligations under the terms of this agreement; and
 - (i) where this agreement requires or permits *us* to perform an action or to use confidential information, then *we* may perform the action or use the confidential information through an agent, contractor or a related company.
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