



Victoria Government Gazette

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Electricity Industry Act 2000

QENERGY LTD
ABN 58 120 124 101

Deemed and Standing offer tariffs to residential and small business customers pursuant to sections 35 and 39 of the **Electricity Industry Act 2000**, effective 28 July 2013, until such time as the tariffs are varied

DOMESTIC ELECTRICITY RATES

CITIPOWER DISTRIBUTION AREA

Domestic: Single Rate	Unit	Excluding GST	Including GST
First 340 KWh / month	c/KWh	22.02	24.22
Balance KWh / month	c/KWh	24.70	27.17
Supply Charge	\$/day	0.8963	.9859

Domestic: Two Rate	Unit	Excluding GST	Including GST
First 340 KWh / month	c/KWh	22.02	24.22
Balance KWh / month	c/KWh	24.70	27.17
All consumption	c/KWh	12.31	13.54
Supply Charge	\$/day	0.8963	.9859

*Applicable to customers who have separately metered consumption, for example: storage water heaters, thermal storage space heaters. Hours of application are determined by your distributor. Available only to premises currently taking supply under this tariff.

Domestic: Time of Use	Unit	Excluding GST	Including GST
Peak – Balance KWh / month	c/KWh	28.65	31.52
Off Peak – Next KWh / month	c/KWh	12.94	14.23
Supply Charge	\$/day	0.8963	.9859

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.

JEMENA

Domestic: Single Rate	Unit	Excluding GST	Including GST
Balance KWh / month	c/KWh	27.71	30.48
Supply Charge	\$/KWh	0.9319	1.0251

SPECIAL

Domestic: Two Rate	Unit	Excluding GST	Including GST
Peak – Balance KWh / month	c/KWh	27.71	30.48
All consumption	c/KWh	14.74	16.21
Supply Charge	\$/day	0.9319	1.0251
Domestic: General plus hotwater & heating (except J6/ JT)			
Peak – Balance KWh / month	c/KWh	27.71	30.48
All consumption	c/KWh	14.74	16.21
Supply Charge	\$/day	0.9319	1.0251
Domestic: General plus hotwater & heating (J6/ JT)			
Peak – Balance KWh / month	c/KWh	27.71	30.48
All consumption	c/KWh	14.74	16.21
Supply Charge	\$/day	0.9319	1.0251

*Applicable to customers who have separately metered consumption, for example: storage water heaters, thermal storage space heaters. Hours of application are determined by your distributor. Available only to premises currently taking supply under this tariff.

Domestic: Time of Use	Unit	Excluding GST	Including GST
Peak – Balance KWh / month	c/KWh	37.50	41.25
Off Peak – Balance KWh / month	c/KWh	15.00	16.50
Supply Charge	\$/day	0.9319	1.0251

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.

POWERCOR

Domestic: Single Rate	Unit	Excluding GST	Including GST
First 333 KWh / month	c/KWh	27.10	29.81
Balance KWh / month	c/KWh	29.50	32.45
Supply Charge	\$/day	0.9605	1.0566

Domestic: Single Rate	Unit	Excluding GST	Including GST
First 333 KWh / month	c/KWh	27.10	29.81
Balance KWh / month	c/KWh	29.50	32.45
All consumption	c/KWh	13.17	14.49
Supply Charge	\$/day	0.9605	1.0566

Domestic: Time of Use	Unit	Excluding GST	Including GST
First 333 KWh / month	c/KWh	34.11	37.52
Balance KWh / month	c/KWh	35.94	39.53
Off Peak – Balance KWh / month	c/KWh	14.23	15.65
Supply Charge	\$/day	0.9605	1.0566

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.

SPAUSNET

Domestic: Single Rate	Unit	Excluding GST	Including GST
First 340 KWh / month	c/KWh	28.83	31.71
Balance KWh / month	c/KWh	30.60	33.66
Supply Charge	\$/day	0.9639	1.0603

Domestic: Two Rate	Unit	Excluding GST	Including GST
First 340 KWh / month	c/KWh	28.83	31.71
Balance KWh / month	c/KWh	30.60	33.66
All consumption	c/KWh	15.77	17.35
Supply Charge	\$/day	0.9639	1.0603

*Applicable to customers who have separately metered consumption, for example: storage water heaters, thermal storage space heaters. Hours of application are determined by your distributor. Available only to premises currently taking supply under this tariff.

Domestic: Time Of Use	Unit	Excluding GST	Including GST
Peak Balance KWh / month	c/KWh	34.33	37.76
Off Peak Balance KWh / month	c/KWh	19.06	20.97
Supply Charge	\$/day	1.0018	1.1020

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.

UNITED ENERGY

Domestic: Single Rate	Unit	Excluding GST	Including GST
First KWh / month	c/KWh		
Balance KWh / month	c/KWh	27.01	29.71
Supply Charge	\$/day	0.8669	0.9536

Domestic: Two Rate (except J6/JT)	Unit	Excluding GST	Including GST
Balance KWh / month	c/KWh	27.01	29.71
All consumption	c/KWh	14.85	16.34
Supply Charge	\$/day	0.8669	0.9536

Domestic: Two Rate (J6/JT)	Unit	Excluding GST	Including GST
Balance KWh / month	c/KWh	27.01	29.71
All consumption	c/KWh	14.85	16.34
Supply Charge	\$/day	0.8669	0.9536

*Applicable to customers who have separately metered consumption, for example: storage water heaters, thermal storage space heaters. Hours of application are determined by your distributor. Available only to premises currently taking supply under this tariff.

Domestic: Time of Use	Unit	Excluding GST	Including GST
Balance KWh / month	c/KWh	35.93	39.52
Off Peak – Balance KWh / month	c/KWh	14.32	15.75
Supply Charge	\$/day	0.8669	0.9536

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.

SMALL BUSINESS ELECTRICITY RATES

CITIPOWER

Small Business: Single Rate	Unit	Excluding GST	Including GST
First 1250 KWh / month	c/KWh	24.13	26.54
Balance KWh / month	c/KWh	24.02	26.42
Supply Charge	\$/day	1.1512	1.2663

Small Business: Two Rate	Unit	Excluding GST	Including GST
First 1250 KWh / month	c/KWh	24.13	26.54
Balance KWh / month	c/KWh	24.02	26.42
All consumption	c/KWh	12.31	13.54
Supply Charge	\$/day	1.1512	1.2663

*Applicable to customers who have separately metered consumption, for example: storage water heaters, thermal storage space heaters. Hours of application are determined by your distributor. Available only to premises currently taking supply under this tariff.

Small Business: Time of Use 5 days	Unit	Excluding GST	Including GST
Peak – First 1250 KWh / month	c/KWh	28.56	31.42
Peak – Balance KWh / month	c/KWh	28.56	31.42
Off Peak – Balance KWh / month	c/KWh	13.31	14.64
Supply Charge	\$/day	1.3949	1.5344
Small Business: Time of Use 7 days	Unit	Excluding GST	Including GST
Peak – First 1250 KWh / month	c/KWh	25.07	27.58
Peak – Balance KWh / month	c/KWh	24.95	27.45
Off Peak – Balance KWh / month	c/KWh	13.08	14.39
Supply Charge	\$/day	1.3949	1.5344

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.

JEMENA

Small Business: Single Rate	Unit	Excluding GST	Including GST
First 5550 KWh / month	c/KWh	28.50	31.35
Balance KWh / month	c/KWh	28.50	31.35
Supply Charge	\$/day	1.2020	1.3222

Small Business: Two Rate	Unit	Excluding GST	Including GST
First 5550 KWh / month	c/KWh	28.50	31.35
Balance KWh / month	c/KWh	28.50	31.35
Off Peak – Balance KWh / month	c/KWh	14.74	16.21
Supply Charge	\$/day	1.2020	1.3222

*Applicable to customers who have separately metered consumption, for example: storage water heaters, thermal storage space heaters. Hours of application are determined by your distributor. Available only to premises currently taking supply under this tariff.

Small Business: Time of Use 5 days	Unit	Excluding GST	Including GST
First 5550 KWh / month	c/KWh	31.21	34.33
Balance KWh / month	c/KWh	31.21	34.33
Off Peak – Balance KWh / month	c/KWh	15.50	17.05
Supply Charge	\$/day	1.2019	1.3221

Small Business: Time of Use 7 days	Unit	Excluding GST	Including GST
First 5550 KWh / month	c/KWh	32.39	35.629
Balance KWh / month	c/KWh	24.40	26.84
Off Peak – Balance KWh / month	c/KWh	15.40	16.94
Supply Charge	\$/day	1.2030	1.3233

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.

POWERCOR

Small Business: Single Rate	Unit	Excluding GST	Including GST
First 333 KWh / month	c/KWh	28.54	31.39
Balance KWh / month	c/KWh	30.74	33.81
Supply Charge	\$/day	1.0472	1.1519

Small Business: Two Rate	Unit	Excluding GST	Including GST
First 333 KWh / month	c/KWh	28.54	31.39
Balance KWh / month	c/KWh	30.74	33.81
Off Peak – Balance KWh / month	c/KWh	13.17	14.49
Supply Charge	\$/day	1.0472	1.1519

*Applicable to customers who have separately metered consumption, for example: storage water heaters, thermal storage space heaters. Hours of application are determined by your distributor. Available only to premises currently taking supply under this tariff.

Small Business: Time of Use 5 days	Unit	Excluding GST	Including GST
Peak – First 333 KWh / month	c/KWh	33.76	37.14
Peak – Balance KWh / month	c/KWh	34.97	38.47
Off Peak – Balance KWh / month	c/KWh	13.22	14.54
Supply Charge	\$/day	1.0472	1.1519
Small Business: Time of Use 7 days	Unit	Excluding GST	Including GST
Peak – First 333 KWh / month	c/KWh	31.88	35.07
Peak – Balance KWh / month	c/KWh	33.58	36.94
Off Peak – Balance KWh / month	c/KWh	13.21	14.53
Supply Charge	\$/day	1.0472	1.1519

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.

POWERCOR & SPAUSNET DB ONLY

Farm: Time of Use 7 days	Unit	Excluding GST	Including GST
Peak – First 333 KWh / month	c/KWh	31.88	35.07
Peak – Balance KWh / month	c/KWh	33.58	36.94
Off Peak – Balance KWh / month	c/KWh	13.21	14.53
Supply Charge	\$/day	1.0472	1.1519
Farm (B1/ B2)	Unit	Excluding GST	Including GST
Peak – First 333 KWh / month	c/KWh	31.88	35.07
Peak – Balance KWh / month	c/KWh	33.58	36.94
Off Peak – Balance KWh / month	c/KWh	13.21	14.53
Supply Charge	\$/day	1.0472	1.1519

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.

SPAUSNET

Small Business: Single Rate	Unit	Excluding GST	Including GST
First 340 KWh / month	c/KWh	33.99	37.39
Balance KWh / month	c/KWh	35.39	38.93
Supply Charge	\$/day	1.0736	1.1810

Small Business: Two Rate	Unit	Excluding GST	Including GST
First 340 KWh / month	c/KWh	33.99	37.39
Balance KWh / month	c/KWh	35.39	38.93
All consumption	c/KWh	15.77	17.35
Supply Charge	\$/day	1.0736	1.1810

*Applicable to customers who have separately metered consumption, for example: storage water heaters, thermal storage space heaters. Hours of application are determined by your distributor. Available only to premises currently taking supply under this tariff.

Small Business: Time of Use 5 days	Unit	Excluding GST	Including GST
Peak – First 5550 KWh / month	c/KWh	35.09	38.60
Peak – Balance KWh / month	c/KWh	35.09	38.60
Off Peak – Balance KWh / month	c/KWh	17.11	18.82
Supply Charge	\$/day	1.1013	1.2114
Small Business: Time of Use 7 days	Unit	Excluding GST	Including GST
Peak – First 5500 KWh / month	c/KWh	34.77	38.25
Peak – Balance KWh / month	c/KWh	32.61	35.87
Off Peak – Balance KWh / month	c/KWh	18.99	20.89
Supply Charge	\$/day	1.6551	1.8206

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.

POWERCOR & SPAUSNET DB ONLY

Farm: Time of Use 7 days	Unit	Excluding GST	Including GST
Peak – First 5550 KWh / month	c/KWh	34.77	38.25
Peak – Balance KWh / month	c/KWh	32.61	35.87
Off Peak – Balance KWh / month	c/KWh	18.99	20.89
Supply Charge	\$/day	1.6551	1.8206
Farm: (B1/ B2)	Unit	Excluding GST	Including GST
Peak – First 5500 KWh / month	c/KWh	34.77	38.25
Peak – Balance KWh / month	c/KWh	32.61	35.87
Off Peak – Balance KWh / month	c/KWh	18.99	20.89
Supply Charge	\$/day	1.6551	1.8206

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.

UNITED ENERGY

Small Business: Single Rate	Unit	Excluding GST	Including GST
First 7000 KWh / month	c/KWh	29.14	32.05
Balance KWh / month	c/KWh	22.57	24.83
Supply Charge	\$/day	1.1121	1.2233

Small Business: Two Rate	Unit	Excluding GST	Including GST
First 7000 KWh / month	c/KWh	29.14	32.05
Balance KWh / month	c/KWh	22.57	24.83
All consumption	c/KWh	14.85	16.34
Supply Charge	\$/day	1.1121	1.2233

*Applicable to customers who have separately metered consumption, for example: storage water heaters, thermal storage space heaters. Hours of application are determined by your distributor. Available only to premises currently taking supply under this tariff.

Small Business: Time of Use 5 days	Unit	Excluding GST	Including GST
Peak – First 5550 KWh / month	c/KWh	30.22	33.24
Peak – Balance KWh / month	c/KWh	30.22	33.24
Off Peak – Balance KWh / month	c/KWh	15.23	16.75
Supply Charge	\$/day	1.1131	1.2244
Small Business: Time of Use 7 days	Unit	Excluding GST	Including GST
Peak – First 5500 KWh / month	c/KWh	31.22	34.34
Peak – Balance KWh / month	c/KWh	23.30	25.63
Off Peak – Balance KWh / month	c/KWh	15.02	16.52
Supply Charge	\$/day	1.1139	1.2253

Note: Rates are subject to confirmation of distribution zone, network tariff and meter type at your supply address.



QENERGY LTD
ABN 58 120 124 101

STANDING OFFER TERMS AND CONDITIONS

Terms and conditions for residential and small business customers
pursuant to section 35 of the **Electricity Industry Act 2000**,
effective 28 July 2013.

1. **Our Standing Offer** This Contract sets out *QEnergy's* Standard Offer Terms and Conditions for the sale and supply of electricity in accordance with section 36 of the *Electricity Act*. Under this Contract, *QEnergy* Limited (ACN 120 124 101 – *QEnergy*) agrees to sell electricity to you at your nominated premises (or arrange other related service to you). This Contract consists of the *standing offer prices* and these terms and conditions. This Contract applies to you if you are a *domestic* or *small business customer* under section 35 of the *Electricity Act* or you are a *relevant customer* under a *deemed contract* for the sale and supply under section 39 of the *Electricity Act*.
2. **Commencement** This Contract will start on the day stated on the details schedule, which is the later of when *QEnergy* becomes *responsible* for supply to your premises and the cooling off period expires. If you are a *deemed customer* than this Contract commences on the date you start taking a supply of electricity from us at your *supply address*.
3. **Cooling off** For 10 *business days* after you receive this Contract, you may reflect on your Contract, and during this time you may cancel the Contract by notifying us in writing, or by fax or email clearly stating your intention to cancel the Contract. You have this right even if you had previously affirmed the Contract. In that case *QEnergy* would provide you with a record of the termination.
4. **Electricity Charges** Charges for the retail services and other services that may be supplied by *QEnergy* are set out in the *standing offer prices*.
5. **Changes to Contract Terms and Conditions or Charges** The terms and conditions of this Contract have been approved by the Essential Services Commission in accordance with section 35 of the *Electricity Act*. *QEnergy* can amend the terms and conditions of this Contract only with the approval of the Essential Service Commission by publishing a notice in the Government Gazette not less than one month before the variation takes effect. If a gazetted term or condition is varied then the corresponding terms and conditions of your Contract are varied in the same way.

The *tariffs* in this standing offer have been set in accordance with section 35 of the *Electricity Act* and published in the Government Gazette. *QEnergy* can vary the *tariffs* not more than once every six months by notice published in the Government Gazette not less than one month before the variation is to take effect. If we vary the amount and/or structure of our *tariffs* and this affects you we will give you notice of this variation:

- 20 *business days* prior to the variation if you are a *customer* with a smart meter; and
 - No less than later than your next bill for all other *customers*.
6. **Billing** You agree to pay your bill by the pay date specified in the bill which will not be less than 12 *business days* from the date of dispatch of the bill. *QEnergy* accept payments in person, by mail and by direct debit arrangement. If you wish to enter into a direct debit arrangement for the payment of your bill *QEnergy* will need your *explicit informed consent*, including the amount, preferred date and frequency of the direct debits. Any direct debit arrangement can be cancelled by you through your financial institution and if you do cancel the direct debit you need to notify us as soon as practicable after this cancellation. If a *last resort event* occurs in respect of *QEnergy* we will immediately cancel the direct debit arrangement and notify you and your financial institution of this cancellation.

QEnergy will issue a bill to you at least every three months. Where your bill covers a period other than your usual billing cycle or a period during which your *tariff* changes, we will charge you in proportion to the relevant periods and show these details on your bill.

We will prepare your bill so that you can easily verify that it conforms with this Contract and we will include the following information on your bill:

- Your name and account number, each *supply address* and any mailing address;
- Each National Meter Identifier;
- The period covered by the bill;
- The relevant *tariff* or *tariffs* applying;
- Whether the bill is based on a *meter* reading or is a wholly estimated bill or based on any substituted data;
- The total amount of electricity, in kWh, consumed in each period in respect of which a relevant *tariff* applies and if your *meter* measures and records consumption data only on an accumulation basis, the dates and total amounts of the immediately previous and current *meter* readings or estimates;
- If your bill is derived from smart meter interval data we will include the index read at the end of the billing period, the actual *tariffs* and the total amount of electricity in kWh consumed in each period or class of period in respect of which a relevant *tariff* applies to you.
- The separate amount of any regulated network charge that *QEnergy* passes directly to you;
- The amount payable for your electricity and the amount of arrears or credit or any refundable advance provided by you;
- A summary of payment methods and payment arrangement options available to you;
- For *domestic customers* details of the availability of any *concession*;
- Our telephone number for billing enquiries and a 24 hour contact number for your local *distributor* for faults and emergencies;
- Details of our interpreter services, in relevant languages;
- The average daily cost for each smart meter *tariff* component over the billing period.

Please contact *QEnergy* if you require further information or an explanation on your network charges, retail charges or any other charges in your bill.

7. **Meter Readings, Estimations and Bill Smoothing** Unless you give *QEnergy* your *explicit informed consent* we will base your bill on a reading of your *meter*. *QEnergy* will use our best endeavours to ensure your *meter* is read at least once in any twelve month period unless we are unable to read the *meter* as you have not provided safe, convenient and unhindered access to your *supply address* or any other event outside *QEnergy*'s control.

If we are not able to reasonably or reliably base a bill on a reading of the *meter* at your *supply address* we may provide you with an estimated bill that is based on historical consumption. If we attempt to read your *meter* and are unsuccessful due to an act or omission by you we will impose an *additional retail charge* in respect of costs incurred by us in complying with a subsequent request from you to replace an estimated bill with a bill based on an actual reading of your *meter*.

If you are under a bill smoothing arrangement we may provide you with an estimated bill if:

- Each bill in a 12 month period is for the same amount; and
- The amount payable under each bill is set on the basis of our estimate of the amount of electricity you will consume over the 12 month period and this estimate is based on your historical billing data for the preceding 12 month period or (if we do not have that data) the average consumption at the relevant *tariff* for a 12 month period;

If you are under a bill smoothing arrangement in the seventh month of each 12 month period we will re-estimate the amount of electricity you will consume over the current 12 month period, taking into account any *meter* readings and seasonal factors. If there is a difference between the initial estimate and the re-estimate greater than 10% we will re-set the amount payable under each of the remaining bills in that 12 month period to reflect that difference. At the end of each 12 month period, your *meter* will be read and we will adjust for any undercharging or overcharging.

8. **Bill Adjustments** At your request we will review your bill. During the review you must pay the portion of the bill that we both agree is not in dispute or an amount equal to the average amount of your bills in the last 12 months (whichever is the lowest).

If the bill under review is correct you must pay the unpaid amount or request a *meter* test. If there is no issue with your *meter* you must pay to us the cost of the *meter* test and the unpaid amount.

9. **Undercharging/Overcharging** If you have been overcharged or undercharged *QEnergy* will contact you within 10 days of discovering the error.

If we overcharge you by an amount of \$50 or less we will credit this amount to your next bill issued after we became aware of the overcharging. If we overcharge you by more than \$50 we will inform you within 10 days of becoming aware of the overcharging and we will repay any amount overcharged by crediting your next bill or as otherwise directed by you.

If we have undercharged or not charged you we may recover the amount undercharged from you. If the undercharging is a result of a failure in our billing system we will recover no more than the amount undercharged in the 9 months prior to *QEnergy* notifying you of the undercharging. If the undercharging is for any other reason we will recover no more than the amount undercharged in the previous 12 months. We will calculate the amount undercharged in proportion to relevant periods between dates on which your *meter* has been read. When we recover an undercharged amount from you we will:

- List the amount to be recovered in your next bill with an explanation of the amount;
- Not charge you interest on the amount undercharged; and
- Offer you time to pay the amount undercharged in a payment arrangement covering a period at least equal to the period over which the recoverable undercharging occurred.

10. **Vacating the Premises** If you intend to vacate the supply premises you must give us notice of the date you intend to vacate, or did vacate, the premises. You must pay *QEnergy* for electricity consumed at the premises until the later of:

- 3 days after you provide us with notice that you intend to or have vacated the premises; or
- The date on which you vacate the *supply address*.

Despite the above you will cease to be liable for electricity consumed at the premises from the date specified in the following paragraphs if that date is earlier than the date you gave us notice of your intention to vacate or vacation of the premises:

- If you demonstrate to us that you were evicted or otherwise forced to vacate the premises the date on which you have us notice;
- If *QEnergy* and another *customer* enter into an electricity contract for the supply of electricity to the *supply address* then the date on which the obligation to pay for electricity under the new contract is effective;
- If another electricity *retailer* becomes *responsible* for the *supply address* then the date on which the other *retailer* becomes *responsible*;
- If the *supply address* is disconnected the date on which the *supply address* is disconnected.

When you provide notice of your intent to vacate, or vacation, of the premises you must also tell us your *supply address* and a forwarding address to which a final bill may be sent. Please be aware that vacating your *supply address* does not avoid your liability to pay *QEnergy* for electricity you consumed at the supply premises. In the event that you have another electricity contract with us we may include in the bill for this other *supply address* the amount payable at the vacated *supply address*.

11. **Shortened Collection Cycle** *QEnergy* may place you on a shortened collection cycle if:
- You are a *domestic customer* we have complied with the requirements set out in Clause 12 of this Contract; and
 - If you are a *domestic* or *business customer* we have given you Reminder Notices for three consecutive bills or Disconnection Warnings for two consecutive bills and prior to the third Reminder Notice or second Disconnection Warning, a notice informing you that:
 - Receipt of the third Reminder Notice or second Disconnection Warning may result in you being placed on a shortened collection cycle;
 - Being on a shortened collection cycle means you will not receive a Reminder Notice until you have paid three consecutive bills in your billing cycle by their due-by-date;
 - Alternative payment arrangements may be available; and
 - You may obtain further information from *QEnergy*.

We will give you notice within 10 *business days* of placing you on a shortened billing cycle.

12. **Payment Difficulties** If you anticipate that you will not be able to pay your bill by the pay by date you need to contact us to discuss your options.

If you are a *domestic customer* and we do not reach agreement on an alternative payment arrangement or we believe you are experiencing repeated difficulties in paying your bills or require payment assistance we will:

- Assess in a timely way information provided by you or information we have concerning your capacity to pay, taking into account advice from an independent financial counsellor if we are unable to make that assessment;
- At your request, provide you with documentary evidence of our assessment;
- Offer you an instalment plan unless you have, in the previous 12 months, failed to comply with two instalment plans and do not provide reasonable assurance to us that you are willing to meet payment obligations under a further instalment plan;
- Provide you with details on *concessions* including the Utility Relief Grant Scheme, telephone information about electricity efficiency and advice on the availability of an independent financial counsellor; and
- Not require the payment of any amount as a condition of providing you with an application form for a Utility Relief Grant.

We may also, with your agreement, conduct an electricity efficiency audit to assist you to address the difficulties you may be having in paying your electricity bill.

13. ***QEnergy* Hardship Policy – StayingOn** *QEnergy* has a Hardship Policy ‘StayingOn’ to identify and provide ongoing support and assistance to *domestic customers* including:
- Flexible payment options for the payment of bills;
 - The auditing of your electricity usage;
 - Flexible options for the purchase or supply of replacement electrical equipment designed for domestic use; and
 - Processes for the early response to electricity bill payment issues.

The *QEnergy* StayingOn Hardship Policy is available at www.qenergy.com.au/help-centre/stayingon-hardship-program or contact *QEnergy* if you require a hardcopy or a copy in large print or a non-English language.

14. **Instalment plans** Any instalment plan we offer you as a *domestic customer* will allow you to make payments in advance towards your next bill and payment of any arrears and continued consumption. If we offer an instalment plan we will:

- Specify the period of the plan and the amount of the instalments (reflecting your consumption needs and capacity to pay), the number of instalments and how the amount of them is calculated, the amount of instalments which will pay your arrears (if any) and estimated consumption during the period of the plan;
- Make provision for re-calculating the amount of the instalments where the difference between your estimated consumption and actual consumption may result in you being significantly in credit or debit at the end of the period of the plan;
- Monitor your consumption while on the plan and have fair and reasonable procedures to address any payment difficulties you may face while on the plan.

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

15. **Disconnection**

- 15.1 **Non-Payment of a bill** We will disconnect your *supply address* for non-payment of a bill by its due date in the following circumstances:

- The failure to pay does not relate to an instalment under your first instalment plan with us;
- We have given you a Reminder Notice not less than 14 *business days* after the date of dispatch of the bill and this notice includes a new pay by date no less than 20 *business days* from the date of dispatch of the bill (if you are on a shortened billing cycle no Reminder Notice is required to be given);
- We have given you a Disconnection Warning not less than 22 *business days* from the date of dispatch of the bill and this notice includes a new pay by date no less than 28 days from the date of dispatch of the bill (if you are on a shortened billing cycle we are only required to provide 16 *business days* notice from the date of dispatch of the bill with a new pay by date no less than 20 *business days* from the date of dispatch of the bill). We have advised you in the Disconnection Warning that we may disconnect your electricity supply no sooner than 7 *business days* after you receive the Disconnection Warning; and
- You have contacted us and we have provided advice on financial assistance;

And before disconnection you:

- Do not provide reasonable assurance to us that you are willing to pay our bills; or
- You do provide this assurance but:
 - You do not pay the amount payable by the due by date, unless we have entered into a new payment arrangement; or
 - You do not agree to a new payment agreement within 5 *business days* after the date of receipt of the Disconnection Warning; or
 - You do not make payments under any new payment arrangement.

We will not disconnect you after 2 pm (*domestic customer*) or 3 pm (*business customer*) on a weekday or on a Friday, on a weekend, on a public holiday or the day before a public holiday.

If you are a *domestic customer* we will not disconnect you if your failure to pay our bill occurs through lack of sufficient income until we have:

- Provided assessment and assistance to you in accordance with clause 12 of this contract; and
- Used our best endeavours to contact you in person or by telephone; and
- You have not accepted an instalment plan within 5 days of our offer.

We will not disconnect you in the following circumstances:

- If you are a *domestic customer* the amount payable is less than \$120 (excluding GST) or you have formally applied for a Utility Relief Grant and a decision on the application has not yet been made; or
- A complaint directly related to the non-payment of the bill has been made to the Electricity and Water Ombudsman Victoria or another external dispute resolution body and that complaint remains unresolved; or
- The only charge that you have not paid is not a charge for the sale or supply of electricity; or
- Your *supply address* is registered as a life support machine *supply address*.

15.2 **Denying Access to the meter** You must allow us or our representative safe, convenient and unhindered access to your *supply address* and *meter* for the purpose of reading your *meter* and for connection, disconnection and reconnection. We may disconnect you if, due to acts or omissions by you, your *meter* is not accessible for the purpose of a reading for three consecutive bills in your billing cycle but only if:

- We have used our best endeavours, including contacting you in person or by telephone, to give you an opportunity to offer reasonable access arrangements;
 - Each time your *meter* is not accessible, we have given or ensured our representative has given you a notice requesting access to your *meter*; and;
 - We have given you a Disconnection Warning including a statement that we may disconnect you no sooner than 7 *business days* after the date of receipt of the notice.

15.3 **Refusal to provide acceptable identification** We may disconnect you if you refuse when required to provide acceptable identification if you are new *customer* but only if:

- We have given you a Disconnection Warning including a statement that we may disconnect you on a day no sooner than 10 *business days* after the date of receipt of the notice; and
- You continue not to provide acceptable identification.

16. **Re-Connection** If we have disconnected you:

- For non-payment of a bill and within 10 *business days* of disconnection you pay the bill or agree to a payment arrangement or are eligible to and do apply for an Utility Relief Grant;
- Your *meter* not being accessible and within 10 *business days* of disconnection you provide access or make available reasonable access arrangements;
- You were obtaining supply otherwise than in accordance with applicable laws and codes and within 10 *business days* of disconnection that ceases and you pay for the supply so obtained or agree to a payment arrangement; or
- You refused to provide acceptable identification and within 10 *business days* of disconnection you provide it,

Then on request to *QEnergy*, but subject to other applicable laws and codes and you paying any reconnection charge, we will reconnect you.

If you request reconnection in the above circumstances before 3 pm on a *business day* we will reconnect you on the day of your request. If you request reconnection after 3 pm on a *business day* we will reconnect you on the next *business day*. If you request reconnection after 3 pm but before 9 pm on a *business day* and pay any additional after hours reconnection charge we will reconnect you on the day of your request.

In the event that we can reconnect you by re-energising your *supply address* remotely and we reasonably believe we can do so safely then we will use our best endeavours to reconnect you within two hours and, in any event, we will pass on your request to the relevant *distributor* within one hour after receiving your request.

17. **Termination** You may terminate your contract with us by giving 28 days' notice. If you are a deemed *customer* you do not need to provide any notice of termination. We may terminate your contract if you have breached the contract and:

- The breach is one that confers on *QEnergy* a right to disconnect you and we have disconnected you and you no longer have a right to be reconnected. In these circumstances the termination of this contract will be effective when you no longer have the right to be reconnected; or
- We have entered into a new electricity contract with you or you have transferred to another *retailer*. If we have entered into a new electricity contract with you the termination of this contract is not effective until the expiry of the *cooling-off period* for the new electricity contract. If you have transferred to another electricity *retailer* then the termination of this contract is not effective until your new *retailer* becomes financially responsible retailer for your *supply address*

If you are under a *deemed contract* this contract will come to an end at the end of the period covered by the second bill we issue to you or as otherwise set out in Clause 39 of the *Electricity Act*.

If a *last resort event* occurs this electricity contract will automatically terminate and you will not be liable for any termination fee or other penalty.

18. **Deemed Customers** Under section 39 of the *Electricity Act* if you are a *relevant customer* and commence to take supply of electricity at supply premises without having entered into a supply and sale contract with *QEnergy*, there is deemed, on the commencement of that supply, to be a contract between you and *QEnergy* for the sale and supply of electricity at the *tariffs* and on the terms and conditions determined and published by *QEnergy*.

Your *deemed contract* will come to an end in the following circumstances:

- If the contract is terminated;
- If you enter into a new contract on the date the new contract takes effect;
- If you *transfer* to another *retailer*; or
- 180 days after the *deemed contract* commenced. We will send you a notice no sooner than two months before and no later than one month before telling you that the contract is about to expire, when it will expire, the *tariffs* and terms and conditions that will apply after expiry if you don't take any other action and what other actions are available to you.

19. **Provision of Information** You must inform us as soon as possible of any relevant change to your contact details.

19.1 ***QEnergy Customer Charter*** The *QEnergy Customer Charter* is available at www.qenergy.com.au under the Help Centre. Our Customer Charter includes details of the rights, entitlements and obligations between *QEnergy* and their *customers*. Please contact us if you require a copy of the *QEnergy Customer Charter* in large print or a non-English language.

- 19.2 **Essential Services Commission Energy Retail Code** The Essential Services Commission publishes an *Energy Retail Code* specifying the terms and conditions required in a contract for the sale and supply of electricity to all *domestic customers*, small business consumers and *customers* under *deemed contracts*. Please contact us if you require a copy of this *Energy Retail Code* the provision of which may incur an *additional retail charge*. We will inform you of any amendment to the Code that materially affects your rights, entitlements and obligations as soon as reasonably practicable after the Code is amended.
- 19.3 **Advice on available tariffs** If you require advice on *tariffs* please contact us and we will provide you with reasonable information on *tariffs* we may offer to you. This information will be provided to you within 10 days of your request.
- 19.4 **Concessions and Energy efficiency advice** If you are a *domestic customer* please contact us for information on any *concessions* that may be available to you or if you require energy efficiency advice.
- 19.5 **Life Support Customers** You must notify us, and provide confirmation from a registered medical practitioner or hospital, if you or a person residing at your *supply address* requires a life support machine or has a medical condition that requires continuous support. This allows *QEnergy* to place you on our Register of Life Support *customers* and provide the information to the relevant *Distributor*.
- 19.6 **Billing and Metering Data** If you are a current *customer* of *QEnergy* and require any of your historical billing and metering data please contact us. There will be no *additional retail charge* for the provision of this information unless this is not your first request in the last 12 month period or the data requested relates to a period prior to the preceding two years. If you are no longer a *customer* of *QEnergy* you may still request your historical and *metering* data for the past two years and we may impose an *additional retail charge* for the provision of this data. We will use our best endeavours to provide the data requested to you within 10 *business days* of your request and if the data is required for the purposes of handling a genuine complaint we will impose no charge for the provision of the data.
- 19.7 **Complaints and Dispute Resolution** *QEnergy* is committed to making sure you have a good experience with us. If you have a query on any element of *QEnergy's* service, or you wish to ask a question about your account or your bill or request a replacement bill, you can contact *QEnergy* on our *customer* hotline number 1300 698 992 between 9 am and 5 pm Monday to Friday to discuss. If you want to question a bill, or raise a complaint, we will review it using our Complaints and Dispute Resolution Process listed on our website www.qenergy.com.au/complainthandling. We will start work on your enquiry within 2 *business days*, and will tell you the outcome of the review as soon as possible but within 20 *business days* of your request. If you are unsatisfied with our response to you, please feel free to ask for our decision to be reviewed by *QEnergy's* senior management under our complaints process listed on our website at www.qenergy.com.au/complainthandling. We take your concerns seriously and will get back to you with an update within 2 days. If we are still unable to resolve the issue satisfactorily, you may take the matter to the Electricity and Water Ombudsman (Victoria) who are contactable as below:
Ph: 1800 500 509 8.30 am to 5 pm Monday to Friday
Fax: 1800 500 549
Email: ewovinfo@ewov.com.au
Post Reply Paid 469 Melbourne, Victoria 8060
- 19.8 **Illegal Consumption of Electricity** If we undercharge or do not charge you as a result of your fraud or consumption of electricity intentionally otherwise than in accordance with applicable laws or codes, we may estimate the consumption for which you have not paid and take debt recovery action for the unpaid amount.

- 19.9 **Additional retail charges** We may impose an *additional retail charge* on you only where it is expressly provided for in the terms and conditions of this contract and the amount of any *additional retail charge* will be fair and reasonable having regard to the related costs incurred by *QEnergy*.
- 19.10 **Notices** All notices under this Contract must be in writing and given by hand, by fax, by mail or by email.
- 19.11 **Assignment** We may only assign this Contract with your consent however this consent is not required if the assignment forms part of the transfer of all or substantially all of our retail sales business.
- 19.12 **Privacy and Confidentiality** *QEnergy* may give information about you to a credit reporting agency or credit provider for the following purposes:
- To use the information for the purposes permitted under the Privacy Act 1988 and credit reporting laws;
 - To obtain a consumer credit report about you; or
 - To allow the credit reporting agency to create or maintain a credit information file containing information about you. This information includes identity particulars, contact address, accounts that are overdue by more than 60 days and for which debt collection action has started and the fact that *QEnergy* is a current credit provider to you. You agree to *QEnergy* obtaining a consumer credit report about you from a credit reporting agency for the purpose of collecting overdue payments on commercial credit, in accordance with the **Privacy Act 1988**.

QEnergy commits to keeping any information about you in your Contract confidential. We will only disclose information that we have about you to the extent specifically required by such laws (such as to regulatory bodies or market institutions), or for the purposes of this agreement (such as in connection with a query or claim), or to any service providers *QEnergy* may use to operate this agreement.

- 19.13 **Liability** You acknowledge that as an electricity *retailer* *QEnergy* has no control over production, generation or distribution of electricity. By supplying you with electricity, *QEnergy* is arranging for supply or connection by your *Distributor*. Your *Distributor* will connect and physically deliver electricity to your premises and *QEnergy* is not able to affect the quality or reliability of electricity supply. Further, weather conditions, accidents, emergencies, vandalism, system demand and technical issues may affect the ability of your *Distributor* to physically deliver the electricity to your premises from time to time.

If you are a *business customer* you are required under this Contract to take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business which may result from poor quality or reliability of your electricity supply.

Without limiting *QEnergy's* rights in other provisions of this agreement, you acknowledge that *QEnergy* may disconnect, curtail, interrupt or reduce the electricity sold to you under this agreement to the extent necessary if:

- Required by your *Distributor*;
- Required under this agreement or your electricity plan;
- In an emergency or for safety reasons;
- For inspection, maintenance or testing;
- At the request of a regulatory body or as required by law.

To the extent permitted at common law (including equity) and so far as any applicable law allows, you indemnify *QEnergy* and hold us harmless against any liability arising from your breach of the Contract or your negligence in relation to your obligations under the Contract.

- 19.14 **Force Majeure** A party must promptly notify the other party if a *force majeure event* occurs, and must take steps to remove, overcome or minimise the effects of that event. If the effects of a *force majeure event* are widespread *QEnergy* 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 *force majeure event* or otherwise as soon as practicable.

QEnergy is not liable to you where the interruption to supply was to carry out emergency works or in circumstances beyond *QEnergy's* control.

20. **Definitions** *Additional retail charge* means a charge relating to the sale of electricity by *QEnergy* to you other than a charge based on the *tariff* applicable to you and which must be calculated in accordance with Clause 19.9 of this Contract

Business customer means a *customer* who consumes electricity at a *supply address* who is not a *domestic customer*

Business day means a day other than a Saturday or Sunday or public holiday appointed under the **Public Holidays Act 1993** (Vic.)

Concession means a *concession*, rebate or grant including, without limitation, those known as or relating to:

- (a) Winter Electricity *Concession*;
- (b) Life Support Machines;
- (c) Group Homes;
- (d) Multiple Sclerosis or Associated Conditions;
- (e) Service to Property Charge Supply *Concession*;
- (f) Property *Transfer Fee Waiver*; and
- (g) Utility Relief Grant Scheme.

Cooling-off period in respect of an electricity contract means any period within which the *customer* has a right to cancel the electricity contract under clause 3.4 of the Code of Conduct for Marketing Retail Electricity in Victoria issued by the Essential Services Commission (Victoria) or the Australian Consumer Law as set out in Schedule 2 of the **Competition and Consumer Act 2010** (Cth)

Customer means a person who buys or proposes to buy from a *retailer*

Deemed contract has the meaning given to it in clause 18

Distributor means the company which owns and operates the poles or wires which deliver electricity to your *supply address*

Domestic or small business customer has the meaning given to it in the *Electricity Act*

Electricity Act means the **Electricity Industry Act 2000** (Vic.)

Electricity Retail Code means the Essential Services Commission (Victoria) *Electricity Retail Code* as amended from time to time

Explicit informed consent means consent given:

- (a) By you directly to *QEnergy* or *QEnergy's* marketing representative in writing or by electronic communication or orally;
- (b) After we or our marketing representative has clearly, fully and adequately disclosed in plain English all matters relevant to your consent including the purpose and use of the consent; and
- (c) You are competent to give the consent.

Force majeure event means an event outside the reasonable control of *QEnergy* or a *customer*

Last resort event in respect of a *retailer* means when the *retailer's* retail licence is suspended or revoked or the right of the *retailer* to acquire electricity from the wholesale electricity market is suspended or terminated, whichever occurs first.

Meter in respect of a *customer* means the device which measures and records the consumption of electrical electricity consumed at the *customer's supply address*

QEnergy, us, we or our means *QEnergy Limited* ACN 120 124 101

Relevant customer has the meaning given to it in the *Electricity Retail Code*

Relevant laws means any Acts, orders, rules, regulations, guidelines, licences, codes or other regulatory instruments in force from time to time that govern the supply or sale of electricity in Victoria

Responsible has the meaning given in the *Electricity Retail Code*

Retailer means a company which is licensed to sell electricity in Victoria

Standing offer prices means the *tariffs* published by us from time to time in the Government Gazette under section 35 of the *Electricity Act*

Standing offer contract has the meaning given to it in clause 1

Supply address means the address for which you have agreed to purchase electricity from us

Tariff means a price for the supply or sale of electricity

Transfer in respect of a *customer* and two *retailers* means that the responsibility for the relevant *supply address* of the *customer* has *transferred* from one of the *retailers* to the other.

如果你需要口译员，请致电 **131 450** 联系翻译和口译服务署 (*TIS National*)，要求他们致电 130044 8535 联系 *QEnergy*。我们的工作时间是 9 am–5 pm.

Si necesita intérprete, llame al Servicio de Traducción e Interpretación – Translating and Interpreting Service (TIS National) al 131 450 y pídale que llamen a QEnergy al 1300 448 535. Nuestro horario de atención es 9 am–5 pm.

Nếu cần thông ngôn viên, xin quý vị gọi cho Dịch Vụ Thông Phiên Dịch (*TIS Toàn Quốc*) qua số **131 450** và nhờ họ gọi cho *QEnergy* qua số 1300 448 535. Giờ làm việc của chúng tôi là 9 am–5 pm.

Αν χρειάζεστε διερμηνέα, παρακαλείστε να τηλεφωνήσετε στην Υπηρεσία Μετάφρασης και Διερμηνείας (Εθνική Υπηρεσία TIS) στο 131 450 και ζητήστε να τηλεφωνήσουν QEnergy στο 1300 448 535. Οι ώρες λειτουργίας μας είναι 9 am–5 pm.

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