MICROGRID POWER: STANDARD RETAIL CONTRACT TERMS AND CONDITIONS

This contract is about the sale of energy to you as a small customer at your premises. It is a standard retail contract that starts without you having to sign a document agreeing to these terms and conditions.

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

You also have a separate contract with your embedded network operator, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on Microgrid Power's website.

More information about this contract and other matters is on our website http://microgridpower.com.au/

1. THE PARTIES

This contract is between:

Microgrid Power Pty Ltd (**Microgrid Power**) who sells energy to you at your premises (in this contract referred to as "we", "our" or "us"); and

You, the customer to whom this contract applies (in this contract referred to as "**you**" or "**your**").

2. DEFINITIONS AND INTERPRETATION

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

contract definitions in the National Energy Retail Law and the Rules prevail.

3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for a standard retail contract for a small customer under the National Energy Retail Law and the Rules.

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

(a) you are a residential customer; or

(b) you are a business customer who is a small customer; and

(c) you request us to sell energy to you at your premises, or you move into the premises and begin consuming energy;

(d) you are not being sold energy for the premises under a market retail contract.

3.3 Electricity or gas

Standard retail contracts apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.

4 WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

This contract starts on the date that:

(a) you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including giving us acceptable identification and your contact details for billing purposes; or (b) you move into the premises and begin consuming energy.

4.2 When does this contract end?

(a) This contract ends:

(i) if you give us a notice stating you wish to end the contract- subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days notice; or

(ii) if you are no longer a small customer:

(A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days notice; or

(B) if you have not told us of a change in the use of your energy- from the time of the change in use; or

(iii) if we both agree to a date to end the contract-on the date that is agreed; or

(iv) if you start to buy energy for the premises:

(A) from us under a market retail contract- on the date the market retail contract starts; or

(B) from a different retailer under a customer retail contract - on the date the customer retail contract starts; or

(v) if a different customer starts to buy energy for the premises- on the date that customer's contract starts; or

(vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection-10 business days from the date of disconnection.

(b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a) (i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.

(c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

4.3 Vacating your premises

(a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.

(b) When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.

(c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

5 SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

(a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws, including, where we sell you electricity, the provision, installation and maintenance of your meter.

(b) In return, you agree:

(i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and

(ii) to pay the amounts billed by us under this contract; and

(iii) to meet your obligations under this contract and the energy laws.

5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system or embedded network, including the maintenance of that connection and the supply of energy to your premises and, where we sell you gas, provision of metering equipment. This is the role of your embedded network operator under a separate contract.

6 YOUR GENERAL OBLIGATIONS

6.1 Full information

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

6.2 Updating information

You must tell us promptly if:

(a) information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises); or

(b) you are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services at the premises.

6.3 Life support equipment

(a) If a person living or intending to live at your premises requires life support equipment, you must

(i) register the premises with us; and

(ii) provide medical confirmation for the premises.

(b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having life support equipment if medical confirmation is not provided to us.

(c) You must tell us if the life support equipment is no longer required at the premises.

(d) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:

(i) at least 50 business days to provide medical confirmation for the premises;

(ii) general advice that there may be a distributor planned interruption, retailer planned interruption or unplanned interruption to the supply of energy to the premises;

(iii) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date;

(iv) information to assist you to prepare a plan of action in case of an unplanned interruption; and

(v) emergency telephone contact numbers.

6.4 Obligations if you are not an owner

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

7 OUR LIABILITY

(a) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as the distributor), including at the direction of a relevant authority.

(b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.

(c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

8 PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

(a) Our tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your embedded network operator's charges.

(b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

Note: We do not impose any charges for the termination of this contract.

8.2 Changes to tariffs and charges

(a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts.

(a1) We will also:

(i) notify you:

(A) if the variation results in an increase in the tariffs and charges applying to you - at least 10 business days before the variation is to apply to you; or

(B) if the variation results in a decrease in the tariffs and charges applying to you - at least 5 business days

before the variation is to apply to you; and

Note: Subclauses (A) and (B) are only applicable to customers in Queensland.

(C) at least five business days before the variation in the tariffs and charges are to apply to you; and

Note: This subclause (C) is only applicable to customers in NSW and SA.

(ii) deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.

(a2) The notice must:

(i) specify that your tariffs and charges are being varied;

(ii) specify the date on which the variation will come into effect;

(iii) identify your existing tariffs and charges inclusive of GST;

(iv) identify your tariffs and charges as varied inclusive of GST;

(v) specify that the tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and

(vi) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.

(a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):

(i) where you have entered into a standard retail contract with us within 10 business days before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;

(ii) where your standing offer prices are regulated, or are otherwise set by legislation, a government agency or regulatory authority;

(iii) where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or

(iv) where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.

(a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your tariffs and charges are a direct result of a tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purpose of providing a notice under this paragraph (a4), the reference to:

(i) are being varied" in paragraph (a2)(i) is taken to be "are being varied or have been varied (whichever is applicable)"; and

(ii) "will come into effect" in paragraph (a2)(ii) is taken to be

"will come into effect or has come into effect (whichever is applicable)".

(b) Our standing offer prices will not be varied more often than once every 6 months

8.3 Variation of tariff due to change of use

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our standing offer prices:

(a) if you notify us there has been a change of use-from the date of notification; or

(b) if you have not notified us of the change of use-retrospectively from the date the change of use occurred.

8.4 Variation of tariff or type of tariff on request

(a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.

(b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:

(i) transfer you to that other tariff within 10 business days; or

(ii) transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if needed).

8.5 Changes to tariffs or type of tariff during a billing cycle

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

8.6 GST

(a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.

(b) Where an amount paid by you under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply

9 BILLING

9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

(a) to you at the address nominated by you; or

(b) to a person authorised in writing by you to act on your behalf at the address specified by you

9.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

(a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules); and

(b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and

(c) the charges payable for services provided by your embedded network operator.

9.3 Estimating the energy usage

(a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.

(b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:

(i) clearly state on the bill that it is based on an estimation; and

(ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.

(c) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.

(d) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

9.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information:

(a) 4 times in the previous 12 months, where this contract relates to electricity; or

(b) in the previous 12 months, where this contract relates to gas.

9.4A Your electricity (only) consumption information (a)

Upon request, we must give you information about your electricity consumption for up to 2 years free of charge.

However, we may charge you if:

(a) we have already given you this information 4 times in the previous 12 months; or

(b) the information requested is different in manner or form to any minimum requirements we are required to meet; or

(c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

9.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your energy consumption.

10 PAYING YOUR BILL

10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

10.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The

reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

10.3. Difficulties in paying

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

(b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years (unless you are affected by family violence and the non-payment or illegal use of energy were partly or wholly caused by someone else).

(c) Additional protections may be available to you under our Customer Hardship or family violence Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship or are affected by family violence. A copy of our Customer Hardship Policy and our Family Violence Policy are available on our website.

10.4 Late payment fees

If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee, which is part of our standing offer prices published on our website.

11 METERS

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

(i) reading, testing, maintaining, inspecting or altering any metering installation at the premises; and

(ii) calculating or measuring energy supplied or taken at the premises; and

(iii) checking the accuracy of metered consumption at the premises; and

(iv) replacing meters.

(b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.

(c) If we or our representatives seek access to the premises under paragraph (a), we will:

(i) comply with all relevant requirements under the energy laws; and

(ii) carry or wear official identification; and

(iii) show the identification if requested.

(d) If we propose to replace your electricity meter we must give you a notice with the right to elect not to have your meter replaced unless:

(i) your meter is faulty or sample testing indicates it may become faulty; or

(ii) you have requested or agreed to the replacement of your meter.

11A INTERRUPTION TO ELECTRICITY SUPPLY

11A.1 Retailer may arrange retailer planned interruptions (maintenance repair etc)

(a) We may arrange retailer planned interruptions to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of your electricity meter.

(b) If your electricity supply will be affected by a retailer planned interruption arranged by us and clause 6.3(d)(iii) does not apply:

(i) we may seek your explicit consent to the interruption occurring on a specified date; or

(ii) we may seek your explicit consent to the interruption occurring on any day within a specified 5 business day range; or

(iii) otherwise, we will give you at least 4 business days notice of the interruption by mail, letterbox drop, press advertisement or other appropriate means.

11A.2 Your right to information about planned interruptions

(a) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the premises which was arranged by us.

(b) If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either

(i) the written explanation; or

(ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

(c) For interruptions made by your distributor, we may refer you to your distributor to provide information.

12 UNDERCHARGING AND OVERCHARGING

12.1 Undercharging

(a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:

(i) we will not charge interest on the undercharged amount; and

(ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.

(b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

12.2 Overcharging

(a) Where you have been overcharged by less than $50 dollars and you have already paid the overcharged amount, we must credit that amount to your next bill.

(b) Where you have been overcharged by $50 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill.

However, if you request otherwise, we will comply with that request.

(c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.

(d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

12.3 Reviewing your bill

(a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.

(b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. However, you may be required to pay for the cost of the check or test, if the check or test shows that the meter or metering data was not faulty or incorrect.

Note: This clause applies to customers in New South Wales and South Australia only.

(b1) If we carry out the check or test and - (i) the meter proves to be operating correctly or the metering data is accurate, we may request that you pay for the cost of the check or test; or (ii) the meter proves to be operating incorrectly or the metering data is inaccurate, we cannot charge you for the cost of the check or test.

Note: This clause applies to customers in Queensland only.

(c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:

(i) the portion of the bill that you do not dispute; or

(ii) an amount equal to the average of your bills in the last 12 months.

13 SECURITY DEPOSITS

13.1 Security deposit

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Rules.

13.2 Interest on security deposits

Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Rules.

13.3 Use of a security deposit

(a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this contract:

(i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or

(ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).

(b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

13.4 Return of security deposit

(a) We must return your security deposit and any accrued interest in the following circumstances:

(i) you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or

(ii) subject to clause 14.3 of this contract, you stop purchasing energy at the relevant premises under this contract.

(b) If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

14 DISCONNECTION OF SUPPLY

14.1 When can we arrange for disconnection?

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

(a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:

(i) fail to comply with the terms of an agreed payment plan; or

(ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;

(b) you do not provide a security deposit we are entitled to require from you; or

(c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or

(d) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or

(i) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or

(ii) we are otherwise entitled or required to do so under the Rules or by law.

14.2 Notice and warning of disconnection

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

14.3 When we must not arrange disconnection

(a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):

(i) on a business day before 8.00am or after 3.00pm; or

(ii) on a Friday or the day before a public holiday; or

(iii) on a weekend or a public holiday; or

(iv) on the days between 20 December and 31 December (both inclusive) in any year; or

(v) if you are being disconnected under clause 14.1(a), during an extreme weather event.

(b) Your premises may be disconnected within the protected period:

(i) for reasons of health and safety; or

(ii) in an emergency; or

(iii) as directed by a relevant authority; or

(iv) if you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or

(v) if you request us to arrange disconnection within the protected period; or

(vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or

(vii) where the premises are not occupied.

15 RECONNECTION AFTER DISCONNECTION

(a) We must arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected:

(i) you ask us to arrange for reconnection of your premises; and

(ii) you rectify the matter that led to the disconnection; and

(iii) you pay any reconnection charge (if requested).

(b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

16 WRONGFUL AND ILLEGAL USE OF ENERGY

16.1 Use of energy

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

(a) illegally use energy supplied to your premises; or

(b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or

(c) use the energy supplied to your premises or any energy equipment in a manner that:

(i) unreasonably interferes with the connection or supply of energy to another customer; or

(ii) causes damage or interference to any third party; or

(d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or

(e) tamper with, or permit tampering with, any meters or associated equipment.

17 NOTICES AND BILLS

(a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.

(b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):

(i) on the date it is handed to the party, left at the party's premises (in your case) or one

of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or

(ii) on the date 2 business days after it is posted; or

(iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.

(c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

18 PRIVACY ACT NOTICE

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

19 COMPLAINTS AND DISPUTE RESOLUTION

19.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

(a) of the outcome of your complaint and the reasons for our decision; and

(b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman in your jurisdiction • Queensland Energy and Water Ombudsman Queensland (EWOQ) Telephone: 1800 662 837 Website: www.ewoq.com.au • New South Wales Energy & Water Ombudsman NSW (EWON) Telephone:1800 246 545 Website: www.ewon.com.au • Australian Capital Territory ACT Civil and Administrative Tribunal (ACAT) Telephone: 02 6207 1740 Website: www.acat.act.gov.au South Australia • Energy & Water Ombudsman SA (EWOSA) Telephone: 1800 665 565 Website: www.ewosa.com.au

20 FORCE MAJEURE

20.1 Effect of force majeure event

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

(a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and

(b) the affected party must use its best endeavours to give the other party.

(c) prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

20.2 Deemed prompt notice

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

20.3 Obligation to overcome or minimise effect of force majeure event

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

20.4 Settlement of industrial disputes

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

21 APPLICABLE LAW

The laws of the jurisdiction you reside in govern this contract.

22 RETAILER OF LAST RESORT OR SIMILAR EVENT

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring, or a similar event which means we are unable to continue supplying you with energy, we will provide your relevant information (including your name, billing address and metering identifier) to the entity appointed to continue your energy supply and this contract will come to an end.

23 GENERAL

23.1 Our obligations

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

(a) we are taken to have complied with the obligation if another person does it on our behalf; and

(b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

23.2 Amending this contract

(a) This contract may only be amended in accordance with the procedures set out in the National Energy Retail Law.

(b) We must publish any amendments to this contract on our website.

23.4 Simplified explanation of terms

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

business day means a day other than a Saturday, a Sunday or a public holiday;

customer means a person who buys or wants to buy energy from a retailer;

customer connection contract means a contract between you and your embedded network operator for the provision of customer connection services;

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

disconnection means an action to prevent the flow of energy to the premises, but does not include an interruption;

distributor means the means the person who operates the distribution network that the embedded network is connected to; embedded network operator means the person who operates the embedded network that your premises are connected to;

distributor planned interruption means an interruption for:

(a) the planned maintenance, repair or augmentation of the transmission system; or

(b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or

(c) the installation of a new connection or a connection alteration;

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

energy means electricity or gas;

energy laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

force majeure event means an event outside the control of a party;

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

interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection;

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

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

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

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises;

retailer means a person that is authorised to sell energy to customers;

retailer planned interruption means an interruption that:

(a) is for the purposes of the installation, maintenance, repair or replacement of your electricity meter; and

b) does not involve the distributor effecting the interruption; and

(c) is not an interruption which has been planned by your distributor.

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

Rules means the National Energy Retail Rules made under the National Energy Retail Law;

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;

small customer means:

(a) a residential customer; or

(b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

standing offer prices means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.