

# Market Retail Contract Terms & Conditions

This version applies to customers who enter into a contract with Click Energy on or after 1 July 2019.

## 1 About this Contract

This Contract, together with the Price Fact Sheet for the energy plan you have chosen, forms your contract with amaysim Energy Pty Ltd trading as Click Energy (ABN 41 116 567 492) (**Click Energy**) for the supply of energy to you at the Supply Address. This Contract contains obligations on both you and us in relation to the supply of energy and information about your responsibilities and rights. Capitalised terms are defined at the end of this Contract.

## 2 Important information

Click Energy is an online energy retailer, committed to delivering amazingly simple energy value. We draw your attention to a number of terms in this Contract, which require your explicit informed consent. By entering into this Contract, you give your explicit informed consent that:

- the Due Date for payment of your bill will be 5 Business Days from the date we issue the bill;
- your Tariff, Monthly Instalment Amount and billing frequency may change from time to time, including where your Tariff is reassigned based on a change in your metering circumstances, which would include new metering equipment;
- if your Tariff or billing frequency changes, you will be notified on your next bill or as required by the Codes and Guidelines;
- if you choose one of our monthly instalment billing plans, you will be billed monthly;
- you must pay your bill using one of our Approved Payment Methods;
- we may charge you a card processing fee and a late payment fee as set out in your Price Fact Sheet; and
- if we roll out a New Meter Deployment, you authorise us to do so and waive your rights to opt out of having your existing meter replaced.

## 3 Commencement, cooling off and termination of the Contract

### 3.1 Commencement

Subject to any credit check that we may undertake, this Contract commences on the date you accept our offer to enter into this Contract with us for the supply of energy (Commencement Date). This will be when

you either provide your acceptance online or you give us your verbal acceptance over the telephone.

### 3.2 Cooling off period

You can cancel this Contract during the 10 Business Days cooling off period which commences on the day you receive your Contract, together with the Price Fact Sheet for the energy plan you have chosen and the product disclosure statement. You must contact us by phone 1800 775 929 or email us at [service@clickenergy.com.au](mailto:service@clickenergy.com.au) clearly stating that you wish to cancel this Contract. All registration fees or connection charges are not refundable once the 10 Business Days cooling off period has expired.

### 3.3 Termination by You

There are no exit fees and you can cancel this Contract at any time by giving us at least 5 Business Days' notice before your next billing cycle date. You must pay us all outstanding amounts owing. If you want to terminate this Contract because:

- (a) you want to start taking energy supply at your Supply Address from another Retailer – this Contract will end on the date on which your assigned meter identifier has been transferred to your new Retailer (which will usually happen on or soon after a final meter read by us at the Supply Address);
- (b) you're vacating your Supply Address and your Contract won't be continuing at your new premises – this Contract will end on the date of the final meter read at the Supply Address. Termination for vacating is subject to the following:
  - (i) you must notify us at least 3 Business Days in Victoria and 5 Business Days in Queensland, South Australia and New South Wales before you intend to vacate a Supply Address, provide safe access to your meter and, if you are not remaining with us, provide us with a forwarding address for the final bill; and
  - (ii) if you fail to comply with (a), you will remain responsible for any energy consumed at the Supply Address. If you have been evicted or otherwise forced to vacate the Supply Address, you will remain responsible for any energy consumed at the Supply Address until you give us notice and provide safe access to your meter. We may charge you a disconnection fee. You do not avoid liability to pay us for energy consumed at your Supply Address by

vacating that Supply Address. The amount of the disconnection fee is set out in your Price Fact Sheet;

- (c) you're remaining at your premises but tell us that you want your energy supply to be disconnected – this Contract will end on the date of disconnection, which can vary but is typically 3 to 5 Business Days after your initial notice to us; or
- (d) you want to start an entirely new Contract with us (rather than amend this Contract to reflect new arrangements) – this Contract will end on a date that we both agree.

### 3.4 Termination by Us

We reserve the right to terminate your Contract if:

- (a) you do not satisfy any credit assessment we undertake on you, in which case we may end this Contract immediately by notifying you within the cooling off period;
- (b) you fail to comply with the terms of this Contract;
- (c) you transfer to a new Supply Address; or
- (d) the NMI at your Supply Address becomes classified as 'large'.

We may also choose to terminate your energy plan by giving you at least 30 days' notice.

To the extent reasonably possible, if one or more of the above circumstances arise during the Term of this Contract, we will contact you and suggest alternative products which may suit your new circumstances.

## 4 Connecting you and transfers

### 4.1 Connection

For us to arrange for the supply of energy to you, you must provide us with the information requested, including your contact details, Supply Address and Acceptable Identification. Once you have met any eligibility criteria required, we will connect you as soon as practicable. We will contact your Distributor no later than the next Business Day following you meeting the eligibility criteria to request your Supply Address be connected to the distribution system. We may charge you a connection fee as set out in the Price Fact Sheet.

### 4.2 Transfer

If you transfer with us to a new Supply Address, your Tariff may change and we may charge you a disconnection and/or connection fee. We will not

charge you an exit fee.

### 4.3 Transferring to another Retailer in a Last Resort Event

If you transfer to another Retailer in a Last Resort Event, we will provide your personal details to that Retailer. Your energy supply will not be disconnected, and this Contract will be automatically cancelled and we will not charge you any disconnection, connection fee or exit fee. You must pay us all outstanding amounts owing and for any energy consumed at your Supply Address up until the date of the Last Resort Event.

## 5 Payments and billing

### 5.1 Price of energy

The Tariff you pay for energy is set out in your Price Fact Sheet and is published on our website. Your Tariff may change from time to time, (including with the roll out of a new meter to your Supply Address) and you may be reassigned to a Tariff that changes subject to the time of day, day of week or season. If the Tariff does change you will be notified on your next bill or as otherwise required by the relevant Codes and Guidelines. Your Tariff may depend on whether you are a Residential Customer or a Small Business Customer as defined by your Distributor and your network tariff arrangements. You must not choose a non-business product plan if you are a Small Business Customer or a non-residential product plan if you are a Residential Customer.

### 5.2 Fees & charges

You are responsible for the consumption of energy at your Supply Address for all fees and charges that the relevant Codes and Guidelines allow us to charge you, including any Additional Retail Charges, any distribution non-network charges that we have been charged for, that is, disconnection and reconnection charges and any registration fee as set out in your Price Fact Sheet and for any other goods or services supplied to you.

### 5.3 Your bill

We will issue your bill to your nominated e-mail address. If you request, we will send your bill to your nominated residential address. We may change your billing frequency based on a change in your metering circumstances, which may include new metering equipment. If we do decide to change your billing frequency, we will notify you on your next bill. If you choose one of our monthly instalment billing plans and have a Monthly Instalment Amount for your bill each month, you give us your explicit informed

consent to be billed monthly. Your monthly bill will be the amount set out in your Price Fact Sheet with either a monthly, bimonthly or quarterly reconciliation depending on your meter type.

## 5.4 Payment

You must pay the total amount owing, including GST, by the Due Date specified in your bill via one of the Approved Payment Methods. You must also pay us for any Additional Retail Charge, any registration fees, and any charges applied by your Distributor for supplying energy to you, and any other goods or services supplied to you. You may pay in advance. We do not pay interest on payments made in advance. If you make any payment which is dishonoured or reversed and we incur a fee as a result, you must reimburse us for the fee and any other reasonable costs which we incur related to that dishonoured or reversed payment.

## 5.5 Card processing and late payment fees

We may charge you a card processing fee which is set out in your Price Fact Sheet. If your Supply Address is in New South Wales, South Australia or Queensland and you fail to pay the amount owing on your bill by the Due Date, we may charge you a late payment fee which is set out in your Price Fact Sheet. Card processing and late payment fees may be varied by us from time to time and we will notify you on your next bill or as required by the relevant Codes and Guidelines where we vary these fees.

## 5.6 Meter Readings

We will read your meter at least once every 12 months. You must allow us or our representative safe, convenient and unhindered access to your Supply Address for the purpose of reading your meter and for maintenance and inspection. Please note that we or our representative will carry or wear official identification and show that identification to you on request. You do not own your meter and must keep your meter clear of hazards and interference. If an attempt to read your meter is unsuccessful due to your act or omission and you subsequently request a meter reading, we may impose an Additional Retail Charge for this reading and you will remain liable for any energy consumed. If we are not able to reasonably or reliably base a bill on a reading of your meter we may provide you with an estimated bill. If we estimate your bill but subsequently obtain an actual meter reading, we will adjust your bill as required by the relevant Codes and Guidelines.

## 5.7 Adjustment of a bill

### (a) Undercharging

If we've undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:

- (i) we won't charge interest on the undercharged amount; and
- (ii) we'll offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if the undercharging occurred over a period of less than 12 months), or otherwise over 12 months.

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 of the undercharging, unless the undercharge is your fault, or results from your unlawful act or omission.

### (b) Overcharging

- (i) Where you've been overcharged by less than \$50.00 (or such other amount as the Australian Energy Regulator determines), and you've already paid the overcharged amount, we must credit that amount to your next bill.
- (ii) Where you've been overcharged by \$50.00 (or such other amount as the Australian Energy Regulator determines) or more, we must inform you within 10 Business Days of our becoming aware of the overcharge and, if you've already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we'll comply with that request where reasonably possible.
- (iii) If you've stopped buying energy from us, we'll use our best endeavours to pay the overcharged amount to you within 10 Business Days.
- (iv) If you've been overcharged as a result of your 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. We will not pay interest on any overcharged amount.

### (c) Reviewing a bill

If you disagree with the amount you've been charged, you can ask us to review your bill in

accordance with our standard complaints and dispute resolution procedures set out in clause 13 of this Contract.

If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You'll be liable for the cost of the check or test and we may ask for payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid. In Victoria and Queensland, we will not ask for payment in advance and you will be liable for the cost if the meter or metering data is not faulty or incorrect.

- (i) If your bill is being reviewed, you are still required to pay any other undisputed bills from us that are due for payment and the lesser of:
- (ii) the portion of the disputed bill that you and we agree is not in dispute; or
- (iii) an amount equal to the average of your bills in the last 12 months (excluding the bill in dispute).

You may lodge a dispute with the Energy Ombudsman after completion of our review of a bill, where you are not satisfied with our decision in the review and our action or proposed action.

## 6 Credit management

### 6.1 Payment difficulties

You should contact us if you are having trouble paying your bill by the Due Date or if you need payment assistance. All information regarding your rights to financial assistance is set out in our Financial Hardship Policies on our website at

- <https://www.clickenergy.com.au/payment-difficulties/>; and
- <https://www.clickenergy.com.au/terms-conditions/>.

### 6.2 Capacity to pay and payment arrangements

Subject to other terms of this Contract, we will not commence legal proceedings against you for the recovery of a debt:

- (a) until we have assessed your capacity to pay, if you are a Residential Customer; and
- (b) if applicable, you continue to make payments in accordance with an agreed payment

arrangement. We may seek to recover costs, including any fees, associated with a dishonoured payment. We may also refer you to our debt collection agency for collection of any unpaid monies owed to us.

### 6.3 Security deposits

If we require you to provide a security deposit, we will do so according to the requirements of the relevant Codes and Guidelines.

### 6.4 Shortened collection cycle

We may place you on a shortened collection cycle with your agreement or if we have complied with the provisions of the relevant Codes and Guidelines.

## 7 Wrongful and illegal use of energy

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

- (a) illegally use energy supplied to your Supply Address;
- (b) interfere or allow interference with any energy equipment that is at your Supply Address except as may be permitted by law;
- (c) use the energy supplied to your Supply Address 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 Codes and Guidelines; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## 8 Meter replacements

### 8.1 We may replace your non-Digital Meter

If you have a non-Digital Meter at your Supply Address, we may propose to replace your existing meter with a Digital Meter.

### 8.2 Note of proposed replacement

If we do so, we will give you notice beforehand with the right to choose to opt out of having your meter replaced in accordance with the relevant Codes and Guidelines, unless:

- (a) we are permitted or required by the relevant

Codes and Guidelines to install a Digital Meter; or

- (b) you have previously requested or agreed to the installation of a Digital Meter; or
- (c) you have waived your rights to opt out of having your meter replaced as part of a New Meter Deployment.

### 8.3 Interruption to supply

You agree that we may temporarily interrupt the supply of energy to your Supply Address for the purpose of installation, maintenance, repair or replacement of a Digital Meter. If your energy supply will be affected, we'll give you prior notice of this if it is reasonably practicable or we're required by the relevant Codes and Guidelines to do so.

## 9 Disconnection

### 9.1 Grounds for disconnection

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

- (a) you do not pay your bill by the Due Date and we have followed the procedures stipulated by the relevant Codes and Guidelines;
- (b) due to your acts or omissions, we have been unable to access your meter as stipulated by the relevant Codes and Guidelines;
- (c) in Victoria where you refuse to provide Acceptable Identification when you are required to; or
- (d) at the end of this Contract if the Codes and Guidelines allow us to do so.

Unless you're in Victoria, your Distributor may also disconnect you, or your supply may be interrupted if, amongst other things:

- (a) you have tampered with the meter or you are otherwise using energy in a manner that is not permitted by applicable laws and codes;
- (b) in an emergency;
- (c) for health and safety reasons; or
- (d) for maintenance.

Subject to other terms of this Contract, you may request us to disconnect your Supply Address at anytime.

### 9.2 Reconnection

We must arrange for the reconnection of your premises if, within 10 Business Days of your premises

being disconnected:

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

If you don't meet the requirements at paragraphs (a)-(c) above within 10 Business Days of your premises being disconnected, this Contract ends in accordance with clause 3.4.

## 10 Liability

### 10.1 No warranties

The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control as your Retailer. 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, and fitness for purpose or safety, other than those set out in this Contract. However, you have non-excludable rights under the Australian Consumer Law.

### 10.2 No liability

Subject to the Codes, Guidelines and other laws, we're not liable to you for any loss or damage in connection with or arising out of this Contract, except if you are a Small Customer, in which case we are liable for loss and damage you suffer from our breach of this Contract or because of our negligence.

## 11 Force Majeure

### 11.1 Force Majeure event

If a Force Majeure event occurs:

- (a) the obligations of the affected party, other than an obligation to pay for energy supplied to your Supply Address, are suspended to the extent to which they are affected by the Force Majeure event as long as the Force Majeure continues; and
- (b) the affected party must give the other party prompt notice of the Force Majeure event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.

### 11.2 Minimise effects

The affected party must use its best endeavours to

remove, overcome or minimise the effects of the Force Majeure event as quickly as possible (although we are not required to settle any industrial dispute in any way that we do not want to).

## 12 General Notices

You agree that, where permitted by the relevant Codes and Guidelines, we will send a notice, or other communication to you by email or mail to your Supply Address or address you nominate in writing, if we do not have your email address. It is your responsibility to notify us of any changes to your email address or postal address. You will be deemed to have received a notice if sent:

- (a) by email the day after we send it to the email address you provided;
- (b) by mail, two Business Days after the date of us sending the notice.

## 13 Complaints

We value our customers and want to make sure that we provide you with the best possible service. If you have a query, complaint or dispute, please contact us immediately via phone on 1800 775 929 or submit a complaint via email at [complaints@clickenergy.com.au](mailto:complaints@clickenergy.com.au). We will handle your complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website or provided to you on request. We will inform you of the outcome of your complaint. If you are not satisfied with our response, you may refer the complaint to the relevant state Energy Ombudsman.

## 14 Privacy and Credit Assessments

You acknowledge and agree that we will collect, use and store your personal information in accordance with our Privacy Policy and Credit Reporting Policy, which you can access via our website <https://www.clickenergy.com.au/>

## 15 Faults and emergencies

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

## 16 Changes to the Contract

### 16.1 Changes with advanced notice

Except for changes described in clause 16.2, we will give you at least 20 days' notice in writing (normally, by email) before we make a change to this Contract that may be detrimental to you. Whenever we make a

change to this Contract, the revised Contract will be available for download on our website [www.clickenergy.com.au](http://www.clickenergy.com.au). The Tariff you pay for energy will be set out in your Price Fact Sheet and can change. If the Tariff does change you will be notified on your next bill or as otherwise set out in the relevant Codes and Guidelines.

### 16.2 Changes without prior notice

We can change this Contract without first telling you about the change if:

- (a) the change is beneficial to you, or does not interfere with your enjoyment of your energy plan; or
- (b) the change reflects any laws, codes, regulatory guidelines or instructions by the relevant Regulator that are amended or introduced after this Contract commences.

## 17 Inconsistency

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

## 18 Transfer of this Contract

### 18.1 Assignment by Click Energy

You agree and give your consent that we may assign or transfer all or part of our rights and/or benefits under this Contract to any person at any time, and that person will assume those rights and/or benefits, without providing prior notice to you.

### 18.2 Novation

You agree and give your consent that this Contract may be novated (that is, Click Energy will be replaced as a party to this Contract by another person) to any other person, and that person will assume the rights, benefits, obligations and/or liabilities under this Contract and release Click Energy from such rights, benefits, obligations and/or liabilities under this Contract, by either us or the person to whom this Contract will be novated giving prior written notice to you of the novation, provided that the novation is on terms no less favourable to you than the terms of this Contract immediately before the novation.

### 18.3 Assignment by You

You cannot assign, transfer, novate or otherwise deal with all or part of your rights, benefits, obligations and/or liabilities under this Contract without our prior

written consent.

## 19 Relevant law

The law applicable to this Contract is the law of the State where your Supply Address is located.

## 20 Promotional 'bonus' offers

If you participate in any of our promotional offers or programs you accept any additional terms and conditions that apply for that product as provided by the supplier of that product. The promotional offer may also involve additional eligibility criteria, which will need to be satisfied for the product to be included as part of Click Energy's offer. If you terminate this Contract during the cooling off period, your Contract with any Click Energy promotional product may also immediately terminate. Click Energy does not guarantee any benefit of the promotional products offered.

## 21 Commissions

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

## 22 Life support

Where you advise us that a person residing at your Supply Address requires life support equipment or otherwise has a medical condition that requires continued energy supply, we will notify the relevant Distributor.

## 23 Definitions

In this Contract, the following meanings apply:

- **Acceptable Identification** means, in relation to a Residential Customer, one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner Concession Card or other current entitlement card issued by the Commonwealth or a birth certificate. If a business customer is a partnership, each of the partners may need to be identified. If a business customer is a company, Acceptable Identification includes the Australian Company Number or the Australian Business Number.
- **Additional Retail Charge** means a charge relating to the sale of energy by us to you other than a

charge based on the applicable Tariff. It does not include any charge relating to the supply, but not sale, of energy or any amount payable by you for a breach of your Contract.

- **AEMO** means Australian Energy Market Operator Limited (ACN 072 010 327) business day means a day other than a Saturday or Sunday or Public holiday.
- **Approved Payment Method** means the payment methods we accept which include over the telephone, via the internet through our website, by Direct Debit or BPAY. We accept VISA®, MasterCard®, American Express cards and such other methods as we may notify you of from time to time.
- **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- **Click Energy**, us, our, ours, and we means amaysim Energy Pty Ltd trading as Click Energy (A.C.N 116 567 492).
- **Codes and Guidelines** means all relevant legislation, regulations, codes, guidelines, procedures, orders in council, licences, proclamations, directions or standards applicable in your region of the national electricity market or the declared gas wholesale market in Victoria.
- **Concession** means any concession provided by a state or federal government. For further information of the different concessions that may be available to you in your state please go to <https://www.clickenergy.com.au/concession-information/>.
- **Contract** means your contract with us that is made up of these Contract terms and conditions and the relevant Price Fact Sheet.
- **Digital Meter** means a meter which records energy consumption at pre-determined intervals and can be read remotely.
- **Distributor** means the company which owns and operates the network of poles and wires through which electricity is provided and/or the gas infrastructure through which your gas is supplied to your Supply Address.
- **Due Date** means the date by which you must pay the amount owing.
- **Energy Ombudsman** means the relevant state Ombudsman listed in the contacts section below.
- **Force Majeure** means an event outside the reasonable control of you or us which would

- result in you or us being in breach of this Contract.
- **GST** means the goods and services tax as provided for by the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time.
  - **Last Resort Event** means that our licence has been suspended or revoked or we are unable to continue supplying you energy to your Supply Address.
  - **Monthly Instalment Amount** means the amount per month paid by you to us as a part payment of your bill.
  - **New Meter Deployment** means the replacement of an existing meter by us other than where the replacement is at your request or to enable the provision of a product or service that you have agreed to acquire from us or any other person, or as otherwise required by the Codes and Guidelines.
  - **NMI** means the national meter identifier found on the meter at your Supply Address.
  - **Price Fact Sheet** means the information sheet that details the specific criteria for your chosen energy plan. For the avoidance of doubt, Basic Plan Information Documents and Detailed Plan Information Documents may be also referred to as Price Fact Sheets. All price fact sheets currently on offer are published at: <https://www.clickenergy.com.au/energy-price-fact-sheets/>
  - **Public Holiday** means a public holiday appointed under the Public Holidays Act 1993 (Cth).
  - **Regulator** means the body, department or commission authorised to regulate the industry and depends on the state in which your Supply Address is located. A list of the Regulators can be found in this document under the heading of contacts.
  - **Residential Customer** means a customer who purchases energy principally for personal, household or domestic use at the relevant Supply Address.
  - **Retailer** means an entity licensed to sell energy or holds an authority to provide customer retail services under the relevant energy laws in the state in which your Supply Address is located.
  - **Small Business Customer** means a customer who is not a Residential Customer and its Supply Address uses less than 160MWh electricity per annum in Victoria or 100MWh per annum in New South Wales, Queensland or South Australia, or less than 1000GJ gas per annum in Victoria and New South Wales and its NMI/MIRN is classified as a 'Small' user of energy.
  - **Small Customer** means a small customer as defined under the Codes and Guidelines from time to time, and includes Residential Customers and Small Business Customers.
  - **Supply Address** means the address for which you have agreed to purchase energy.
  - **Tariff** means the relevant tariff published by us from time to time.
  - **you and your** means the person who has accepted (or has been deemed to have accepted) this Contract, as amended from time to time.

## 24 Interpretation

In this Contract, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this Contract;
- (b) any reference to the singular includes the plural and vice versa;
- (c) if the customer consists of more than one person, each person is jointly and severally bound;
- (d) a customer which is a trustee is bound both personally and in its capacity as a trustee;
- (e) any reference to a customer includes the customer's executors, administrators, successors and permitted assigns;
- (f) if an act must be done on a specified day which is not a business day, it must be done instead on the next business day;
- (g) all calculations of dates and time periods under this Contract shall be by reference to the date and local time in the State where your Supply Address is located, and not, unless expressly provided for otherwise, the date and local time at the actual place in the world at which the relevant event in fact occurs;
- (h) any reference to a statute, regulation or provision of a statute or regulation (Statutory Provision) includes: that Statutory Provision as amended or re-enacted; a statute, regulation or provision enacted in replacement of that Statutory Provision;

- (i) and another regulation or other statutory instrument made or issued under that Statutory Provision.

## 25 Contacts

### 25.1 Regulators

#### Essential Services Commission of Victoria

Level 37  
2 Lonsdale Street  
Melbourne VIC 3000

[www.esc.vic.gov.au](http://www.esc.vic.gov.au)

#### Australian Energy Regulator (NSW, QLD and SA)

Level 35, The Tower  
360 Elizabeth Street Melbourne Central  
Melbourne VIC 3000

Tel: (03) 92901444

Fax: (03) 9290 1457

[AERInquiry@aer.gov.au](mailto:AERInquiry@aer.gov.au)

### 25.2 Ombudsman

#### Energy and Water Ombudsman Victoria (EWOV)

GPO Box 469  
Melbourne VIC 3001

Freecall (except mobile phones): 1800 500 509

[www.ewov.com.au](http://www.ewov.com.au)

#### Energy and Water Ombudsman Queensland (EWOQ)

PO Box 3640  
South Brisbane BC QLD 4101

Tel: 1800 662 837

Email: [complaints@ewoq.com.au](mailto:complaints@ewoq.com.au)

[www.energywatercomplaints.com.au](http://www.energywatercomplaints.com.au)

#### Energy & Water Ombudsman NSW (EWON)

Reply Paid 86550  
Sydney South NSW 1234

Tel: 1800 246 545

Email: [omb@ewon.com.au](mailto:omb@ewon.com.au)

#### Energy & Water Ombudsman South Australia (EWOSA)

GPO Box 2947  
Adelaide SA 5001

Tel: 1800 665 565

[www.ewosa.com.au](http://www.ewosa.com.au)

### 25.3 Emergencies

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

#### Victoria Electricity

Jemena: 131 626

CitiPower: 131 280

Powercor: 132 412

AusNet: 131 799

United Energy: 132099

#### Gas

Multinet: 132 691

Australian Gas Networks: 1800 676 300

AusNet: 136707 Queensland

Energex: loss of supply 13 62 62

Energex: emergencies 13 19 62

#### New South Wales

Ausgrid (formerly Energy Australia): 131 388

Endeavour Energy (formerly Integral Energy): 131 003

Essential Energy (formerly Country Energy): 13 20 80

#### South Australia

SA Power Networks: 131 366

#### Gas Emergencies all states

National Response Centre: (03) 94113139