



# Market Retail Contract

Terms and Conditions – Electricity and Gas

All states

(Effective June 2025)

## INTRODUCTION

These terms and conditions apply to small customers who've chosen Energy Locals for their electricity or gas needs. It's designed to clearly lay out your rights, obligations, and what's expected from both sides.

We encourage you to review them as well as any recent changes.

Throughout these terms, you'll see references to Regulatory Requirements. We always follow relevant rules in our dealings with you, so even if some regulations aren't specifically mentioned, they still apply.

If you are on a standing offer, please refer to our Standard Retail Contract.

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## 1. ABOUT THIS CONTRACT

### 1.1. Purpose

- (a) This document sets out the terms and conditions on which we agree to sell you Energy and you agree to buy Energy from us.
- (b) This document forms part of your contract for the sale of Energy to you at your Supply Address, and also includes:
  - (i) the Victorian Energy Fact Sheet; or
  - (ii) the Basic Plan Information Document; and
  - (iii) any plan add-ons, special offers, incentives or promotions that apply for the energy plan you've chosen;
  - (iv) any supplementary terms and conditions on our website or communicated to you that apply to the energy plan you've chosen; and
  - (v) any applicable Feed-in Tariff terms and conditions, (together, the **Contract**).
- (c) By entering into the Contract, you give your explicit informed consent to the terms and conditions set out below.

### 1.2. Scope

- (a) If we supply you with both electricity and gas at your Supply Address, you will have two separate contracts with these terms, one for your electricity and one for gas.
- (b) Where this Contract relates to gas, you can find information on the type of gas that may be supplied to you under this Contract on your distributor's website.
- (c) If we supply you at more than one Supply Address you will also have a separate contract for each Supply Address.
- (d) Our supply of Energy to you is governed by Regulatory Requirements, which take precedence over this Contract in case of any inconsistency. Any Regulatory Requirement not expressly included in this Contract is incorporated as if it were a term of this Contract.
- (e) This Contract does not cover the physical connection of your Supply Address to the distribution system, including the maintenance of that connection and the supply of Energy to your Supply Address and, where we sell you gas, provision of metering equipment. This is the role of your Distributor under a separate contract called a customer connection contract.

### 1.3. Parties

- (a) This Contract is between:
  - (i) EL Retail Energy Pty Ltd (ABN 23 606 408 879) who sells Energy to you (in this Contract referred to as "Energy Locals", "we", "our" or "us"); and
  - (ii) you, the customer ("you" or "your").
- (b) If more than one person is named as a customer on your account, each person named on your account is individually responsible for meeting all the responsibilities under this Contract.
- (c) For business customers, if you are a sole trader, the Contract with Energy Locals will be with you as an individual.

## 2. WHEN DOES THE CONTRACT START?

### 2.1. When does this Contract start?

This Contract starts when you accept our offer to supply Energy to your Supply Address. You can do this online or over the telephone.

### 2.2. Cooling off period

- (a) You have a right to cancel this Contract within ten (10) Business Days starting the first Business Day after the day you receive the last of all the information we must give you under the Regulatory Requirements (**Cooling-off Period**).
- (b) You can cancel this Contract during the Cooling-off Period (even if you have already agreed to or accepted the Contract) by notifying us of your intention to do so by telephone or in writing.
- (c) We will keep a record of any cancellation during the cooling off period in accordance with Regulatory Requirements.
- (d) If we have provided you with a new connection service at your request and you cancel during this Cooling-off Period we may charge you for any fees we have incurred in arranging for a Supply Point to be connected to the Network Services.

## 3. SUPPLY OF ENERGY

### 3.1. When does the supply of Energy start?

- (a) The Supply Commencement Date depends on your situation:

Situation	Supply Commencement Date
<b>You are a new customer</b>	When the following conditions have been met: <ul style="list-style-type: none"> <li>• you have satisfied any pre-conditions, including giving us Acceptable Identification and payment details;</li> <li>• when we become the Responsible Retailer for your Supply Address; and</li> <li>• when metering equipment has been installed (if it is not already in place) at your Supply Address which complies with the relevant Regulatory Requirements.</li> </ul>
<b>You are transferring the Supply Address from another retailer</b>	The date we become the Responsible Retailer for your Supply Address.  You will continue to be supplied by your previous retailer until the transfer to us is complete. Note that depending on your previous retailer and the market transfer process, it can sometimes take up to 3 months for us to become the Responsible Retailer for your Supply Address.
<b>You are already a customer at your Supply Address; however you have accepted a new offer</b>	The date when any relevant preconditions have been satisfied (or waived by us).

<b>or supply to a new Supply Point</b>	
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### 3.2. Energy supply interruptions

- (a) Supply of Energy to your Supply Address may be subject to Interruptions.
- (b) In line with Regulatory Requirements, we will inform you about any Retailer Planned Interruptions and provide notice where possible of Unplanned Interruptions.
- (c) You must provide us any information we reasonably require for the purposes of this clause.

## 4. FEES & CHARGES

### 4.1. Charges

- (a) The charges associated with your Energy supply are as set out in Plan Information for your chosen product, and include:
  - (i) usage charges – charges based on the amount of Energy you use plus any applicable demand charges;
  - (ii) supply charges – daily charges for supplying Energy to your Supply Address;
  - (iii) Distributor charges – any amounts that your Distributor charges us for services provided at your Supply Address, including a connection fee, disconnection fee and special meter reading fee. These amounts are set by your Distributor;
  - (iv) any applicable membership fee; and
  - (v) metering charges – any amounts that a Metering Provider charges us for metering related goods or services provided at your Supply Address.
- (b) In addition to the applicable prices, you may incur other fees. All fees and current prices are published on our website.

### 4.2. Changes to charges and tariffs

- (a) In most cases, we will only change your tariffs and charges:
  - (i) during our annual price change;
  - (ii) if your Distributor changes the network tariff for your Supply Address;
  - (iii) if you request the change; or
  - (iv) it is required by a change in the Regulatory Requirements.
- (b) There may be other circumstances where we need to change your tariffs and charges as a result of circumstances beyond our control. Unless we say we won't do so in our communications with you or we are prevented from doing so by the Regulatory Requirements, we can vary the amount, nature and structure of your charges or tariff at any time by notice to you.
- (c) If we make any changes to your charges, including the amount, nature and structure, or apply a new tariff, we will let you know in advance, with written notice:
  - (i) in accordance with the Regulatory Requirements, at least five (5) Business Days before the variation applies; or

- (ii) otherwise, as required or permitted under the Regulatory Requirements, as soon as practicable and in any event no later than your next bill.
- (d) Subject to Regulatory Requirements, we may provide this notice by a message on your bill and, if the charges change mid-way through a billing period, we'll calculate your next bill on a proportional basis.
- (e) If you breach the terms of this Contract, we may move you to a Standing Offer tariff ten (10) Business Days after notifying you of our intention to do so if you haven't resolved the issue(s) by the time the ten (10) Business Days have passed.

## 5. FEED-IN TARIFFS

If you have solar photovoltaic (PV) installed at your Supply Address you may be eligible for a Feed-In Tariff for your electricity supply for any electricity your Solar Generation Facility generates which is exported to the electricity grid.

### 5.1. Victoria

If your Supply Address is in Victoria please see our feed-in tariff terms and conditions available on our website.

### 5.2. Feed-In Tariffs – Terms and Conditions

- (a) To be eligible for a Feed-In Tariff, you must have an applicable Solar Generation Facility at your Supply Address supplying energy back to the grid and meet any other eligibility criteria for the Feed-In Tariff as set out in the Plan Information or on our website.
- (b) Additional terms that may apply to your Feed-In Tariff will be included in your Plan Information or published on our website.
- (c) The rate for the Feed-in Tariff will meet any minimum rate required under any applicable Solar Scheme or Regulatory Requirements.
- (d) Subject to any Regulatory Requirements, the rate of the Feed-In Tariff is subject to change and will be published on our website.
- (e) Subject to Regulatory Requirements, we can stop providing you with the Feed-In Tariff, if:
  - (i) your circumstances change and you no longer meet eligibility requirements set out in your Plan Information;
  - (ii) the electricity exported from your Solar Generation Facility exceeds any limit specified in your Plan Information, on our website or otherwise as agreed with you;
  - (iii) the relevant Solar Scheme ends; or
  - (iv) we're otherwise allowed to do so under Regulatory Requirements.
- (f) The Feed-In Credits for the electricity you supply from your Solar Generation Facility will appear as a credit on your bill for that supply period.
- (g) Subject to Regulatory Requirements, if the credit for the Feed-In Tariff exceeds the amount owed by you for electricity during the same period of supply, the excess amount will be credited against the charges payable to us by you for the next supply period.
- (h) If we've overpaid you a Feed-in Tariff, we may recover from you the relevant amount on the same basis we may recover undercharged amounts under this Contract.

- (i) You agree that it is your Distributor, not us, who connects your Solar Generation System to the Distribution System and who will maintain that connection.
- (j) We will base the Feed-In Tariff payable on a reading of your NEM-compliant meter that records the supply of electricity from your Solar Generation Facility to the Distribution System.
- (k) You are responsible for the Solar Generation Facility and must obtain and maintain all necessary licences, permits or approvals required under Regulatory Requirements, Solar Schemes or as directed by the Distributor for you to generate electricity through the Solar Generation Facility.
- (l) You must notify us of any changes to the Solar Generation Facility which may impact your eligibility for the Feed-In Tariff.

## 6. BILLING & PAYMENT

### 6.1. Bill frequency

- (a) We will send you a bill via your nominated communication method as soon as possible after the end of each billing cycle.
- (b) The billing cycle will depend on the type of meter at your Supply Address and any applicable Regulatory Requirements.

### 6.2. Calculating the bill

- (a) In calculating your bill, we will take into account:
  - (i) the Energy you've used at the Supply Address during the billing period. We'll use information from meter readings in accordance with the Regulatory Requirements;
  - (ii) the other fees and charges set out in section 4.1; and
  - (iii) any pre-payment, credit balance or outstanding balance on your account; and
  - (iv) any credits for an applicable Feed-In Tariff.
- (b) Invoices, reminder notices and any other correspondence will be sent to you by your nominated communication method.

### 6.3. Estimating the Energy usage

- (a) If a Smart Meter is not installed at your Supply Address, or if your meter cannot be read, your bills may be based on an estimated meter reading. This will also be the case if we do not receive your meter data from a metering provider when it's due, or if we believe that the meter data we have been provided is inaccurate.
- (b) If we send you a bill based on an estimate, we will :
  - (i) clearly state on your bill that it is based on an estimate; and
  - (ii) when your meter is read on a later date, adjust your bill on a retrospective basis for the difference between the estimate and the Energy actually used.
- (c) If you do not have a Smart Meter, and you have been sent a bill for electricity based on an estimate, you can ask for an adjusted bill based on your own reading of your meter by providing us with your estimate before the Due Date for payment of the bill. We will only accept your reading of the meter if it is carried out in accordance with the procedures we provide.

- (d) We will reconcile your payments with your usage when we receive meter data, which is likely to be either monthly or quarterly depending on the type of meter you have. When we do this we'll tell you if there's an outstanding balance on your account. If there is, we'll ask you to make a one-off payment so that your account is up to date.

#### **6.4. Reviewing your bill**

- (a) Please review your bills carefully. If you believe there are any errors in your bill please advise us at your earliest convenience.
- (b) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment.

#### **6.5. Undercharging**

- (a) If we receive meter data that shows we did not charge you enough, we may recover the undercharged amount from you in accordance with Regulatory Requirements.
- (b) If we recover an undercharged amount from you:
  - (i) you are entitled to pay the undercharged amount in instalments over the same period of time that the meter was not read for (if less than 12 months); and
  - (ii) we will not charge interest on the undercharged amount.

#### **6.6. Overcharging**

- (a) If you have been overcharged, we will repay you the overcharged amount in accordance with the Regulatory Requirements.
- (b) If new meter data shows that we have overcharged you by less than \$50 (or such other amount set out in the Regulatory Requirements) and if you have already paid that overcharged amount, we will credit that amount to your next bill.
- (c) If the overcharge was \$50 or more (or such other amount set out in the Regulatory Requirements), we will inform you within ten (10) Business Days of becoming aware of the overcharge. You can make a reasonable request of how you would like the money to be repaid, otherwise, we will credit it to your next bill.
- (d) We will not pay you interest on any overcharged amount.

#### **6.7. Paying your bills**

- (a) You must pay the total amount owing on each bill, including GST, by the Due Date specified on the bill. Additionally, any extra charges under the terms of this Contract, as detailed on your bill, must also be paid by the Due Date.
- (b) Energy Locals will accept payment of your bill by one of the following methods:
  - (i) payment by a card registered with us;
  - (ii) BPAY;
  - (iii) via a direct debit from a bank account;
  - (iv) via Centrepay; or
  - (v) Smoothpay.
- (c) We may charge a fee as outlined in your Plan Information and as permitted by the Regulatory Requirements for processing your payments made and for late payment.

- (d) If you're a residential customer and have told us that you're having difficulty paying your bill, we will offer you the option of paying your bill under a payment plan. However, this option may not be available if you have had two instalment plans cancelled in the previous 12 months due to non-payment or if you have been convicted of an offence involving illegal use of energy in the previous 2 years.

#### **6.8. Bill smoothing**

- (a) If eligible, you may elect to spread the estimated total cost of your annual Energy bills across equal monthly instalments (bill smoothing) drawn automatically from an account you nominate.
- (b) This will mean you pay the same amount at the start of each month, and the amount will be based on your average expected monthly spend.
- (c) If you do not make the required payments by the Due Dates, we may cancel your bill smoothing arrangement and require you to make payment in accordance with the bill for the respective billing cycle.
- (d) We do not pay interest on payments made in advance of usage.

#### **6.9. 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) You may also be eligible for assistance under our Hardship Policy, which can be found on our website: [energylocalsretail.com.au/hardship](https://energylocalsretail.com.au/hardship). We can also provide a copy of this Hardship Policy on request, free of charge.

## **7. METERS**

### **7.1. Access**

- (a) You must permit us, our Metering Provider, and our authorised representatives, safe and unhindered access to your meter at your Supply Address for:
  - (i) meter readings, maintenance, testing, inspections;
  - (ii) calculating or measuring energy supplied or taken at the Supply Address;
  - (iii) checking the accuracy of metered consumption at the Supply Address; and
  - (iv) replacing meters.
- (b) Depending on the type of meter at your Supply Address, we will use our best endeavours to read it either monthly or quarterly. At a minimum it will be read at least once every 12 months or as required under Regulatory Requirements
- (c) Subject to Regulatory Requirements, if you ask for your meter to be checked, we may require you to pay the cost your Distributor or Metering Provider charges for that service. This amount will be refunded to you if the meter is found to be faulty or incorrect.

### **7.2. Meter replacements and new Smart meter deployments**

- (a) You may request us to arrange the installation of a new Smart Meter at your Supply Address. If this is initiated at your request this may incur a fee that will be added to your next bill.
- (b) We may arrange for the meter at your Supply Address to be replaced with a new one if:

- (i) the meter is faulty;
  - (ii) you install or have solar PV installed at your Supply Address; or
  - (iii) we are required, in accordance with Regulatory Requirements, to replace the existing meter at your Supply Address with a Smart Meter;
- (c) Subject to Regulatory Requirements, you may be charged for the cost of supplying and installing the new meter.
- (d) By entering into this Contract, you agree to waive your right to opt out of having your electricity meter replaced at your Supply Address if the replacement is required under Regulatory Requirements and/ or a Meter Replacement Scheme.

## 8. SECURITY DEPOSITS

- (a) We may require a security deposit from you, in accordance with Regulatory Requirements. Interest on the deposit will be paid to you as required by these regulations.
- (b) If you fail to pay a bill, we may use the deposit and its interest to reduce your owed amount and will inform you if this occurs.
- (c) If the deposit is no longer needed, it will be credited to your next bill, including any accrued interest.

## 9. CREDIT MANAGEMENT

- (a) We may conduct an individual credit check using the personal details you provide us as part of this Contract. Depending on the result of any credit check we may notify you that we are cancelling this Contract.
- (b) If you are experiencing payment difficulties, we will provide assistance as outlined in our published Hardship Policy.
- (c) If you don't pay your bill, we will use credit management and debt collection procedures in accordance with the Regulatory Requirements. We may also apply interest charges to any amounts overdue by at least 30 days if permitted by the Regulatory Requirements. Interest charges, if applicable, will be published at [energylocalsretail.com.au/fees](https://energylocalsretail.com.au/fees)
- (d) We may also refer you to an external debt collection agency for collection of unpaid amounts owed under this Contract. If necessary, we may undertake legal action in order to recover unpaid amounts. Additional fees may be charged by these external agencies and will be payable by you. It's possible that your credit rating may be affected if you don't pay your bill on time.

## 10. DISCONNECTION

### 10.1. When may a disconnection occur

We may arrange for the Disconnection of your Energy supply in accordance with relevant Regulatory Requirements in the following circumstances:

- (a) you ask us to disconnect the supply, or you move out of the Supply Address;
- (b) you fail to pay your bill by the Due Date;
- (c) you have not kept to an agreed payment or instalment plan;

- (d) you refuse to provide a security deposit where we are entitled to require one from you;
- (e) you fail to allow access to your meter for three consecutive meter readings;
- (f) energy has been illegally or fraudulently used at the Supply Address; or
- (g) we are otherwise entitled or required to do so under the Rules or the Energy Retail Code.

#### 10.2. Notice and warning of disconnection

- (a) Prior to Disconnection we will notify you in line with the Regulatory Requirements, and give you the opportunity to resume payment, except in specified circumstances, including for safety reasons. All Disconnections and notifications will be carried out in accordance with Regulatory Requirements.
- (b) We may charge you a Disconnection fee as outlined in the fees schedule at [energylocalsretail.com.au/fees](http://energylocalsretail.com.au/fees).

## 11. RECONNECTION

- (a) We will ask your local Distributor to reconnect your Supply Address if, within ten (10) Business Days (or a timeframe as otherwise required under Regulatory Requirements) of your Supply Address being Disconnected, you:
  - (i) rectify the matter that led to the Disconnection;
  - (ii) ask us to arrange reconnection;
  - (iii) pay the reconnection charge we may ask you to pay.
- (b) If you are a residential or small business customer in Victoria that is eligible for a Utility Relief Grant and apply for such a grant and apply for such a grant within 10 Business Days of disconnection, you are taken to have rectified the matter that led to Disconnection.
- (c) Subject to Regulatory Requirements, we may terminate this Contract within ten (10) Business Days following disconnection if you do not perform the actions outlined immediately above.

## 12. 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 Regulatory Requirements; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## 13. WHEN DOES THE CONTRACT END?

### 13.1. How can this Contract be cancelled?

- (a) You can cancel this Contract at any time and no exit fees will be payable.
- (b) To cancel this Contract please call us on 1300 869 573 or email us at [hello@energylocalsretail.com.au](mailto:hello@energylocalsretail.com.au)
- (c) Upon cancellation, you must pay all amounts owing and all other rights and obligations accrued before the end of this contract continue despite the end of the Contract.
- (d) If you cancel after the Cooling-off Period, you will remain responsible for payment to us of energy charges while we remain the Responsible Retailer for the supply of Energy to your Supply Address, unless another retailer takes over supply or another customer takes over responsibility for energy charges at the same Supply Address.

### 13.2. Moving Supply Address?

- (a) If you're cancelling because you're moving out of your Supply Address, you need to provide us with at least three (3) Business Days' notice (unless notice is provided on a Friday).
- (b) You must also provide us with safe and unhindered access to your meter and a forwarding address so we can make sure your final bill reaches you.
- (c) If you keep Energy Locals as your retailer at your new Supply Address, your tariff may change, and we may need to charge you a Disconnection and connection fee as required by your local Distributor.

### 13.3. What happens if you are no longer eligible for your plan?

- (a) Your plan may have certain eligibility requirements as set out in your Plan Information or any supplementary terms and conditions. If we determine that you no longer meet an eligibility requirement we will need to move you to a different plan.
- (b) We will contact you to discuss the options you have.
- (c) If you do agree to a new plan, this Contract will be amended so that the terms and conditions of the new plan, as outlined in the Plan Information, will apply to you.
- (d) Subject to Regulatory Requirements, if you do not agree to another plan, this Contract will be cancelled and you will be moved to a standing offer if you continue to accept Energy supply.

### 13.4. Cancellation by Energy Locals

This Contract may also be cancelled by Energy Locals if:

- (a) your Supply Address is not transferred to us within three (3) months of you agreeing to this Contract;
- (b) another retailer becomes the Responsible Retailer for your Supply Address;
- (c) you enter into a new contract with us that replaces this one;
- (d) another person enters into a new contract with us for your Supply Address;
- (e) your Supply Address has been disconnected for ten (10) Business Days and you do not have a right to be reconnected under Regulatory Requirements;
- (f) you do not pay your bills on time and we notify you that this Contract will end;

- (g) we give you at least twenty (20) Business Days' notice that your Contract is being cancelled by us; or
- (h) a change in meter at your Supply Address results in a reclassification as 'large' which means that it is no longer eligible for one of the residential and small business tariffs we offer.

### **13.5. Cancellation in the event of a Retailer of Last Resort**

If we are no longer entitled by law to sell Energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required in line with Regulatory Requirements to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR event and this Contract will come to an end.

### **13.6. Novation or transfer**

We may novate or transfer our rights and obligations in this Contract to another retailer at any time by notice to you and in accordance with all relevant laws.

## **14. GST**

### **14.1. GST**

- (a) 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.
- (c) If you are eligible for a Feed-In Tariff:
  - (i) We will increase any credit we provide you in respect of your supply of electricity exported to the grid by your Solar Generation Facility by an amount required to cover any GST payable on the supply if:
    - (A) the supply of electricity generated is considered a taxable supply under the GST Act, and
    - (B) you have provided us with your ABN and all evidence we reasonably require to establish that the supply is a taxable supply, and
    - (C) you have issued us with a valid tax invoice.
  - (ii) You will need to contact and update us within 5 Business Days if the ABN you previously provided to us requires updating or is no longer valid.
  - (iii) If we are required, in our opinion, to withhold any amount in respect of tax from a payment to be made to you under this agreement, we may do so and such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to you.
  - (iv) Where you do not provide us with your ABN, you warrant that your generation of electricity is for private and domestic purposes and not related to any business enterprise carried on by you.
  - (v) Upon request, you must complete a No ABN Withholding Declaration.

- (vi) In the event you do not comply with your obligation to provide us a valid ABN or an updated ABN and we pay an amount to you without withholding an amount in respect of tax, you indemnify us for any loss we suffer as a result of failing to withhold including but not limited to penalties and interest, and any tax payable by us on a payment we receive under this clause.

## 15. NOTICES

### 15.1. Form of notice

- (a) Unless under Regulatory Requirements we are required to give notice in another way, we'll give you notice in writing. We may do so:
  - (i) in person;
  - (ii) by post;
  - (iii) by e-mail; or
  - (iv) by a message on your bill.
- (b) We may also send you an e-mail, SMS or other electronic communication letting you know that we're making a change or notifying you about something and where you can find more details (e.g. our website).
- (c) If you don't choose an address for notices or we can't contact you at an address, we may send you a notice to the Supply Address and you'll be deemed to have received it.
- (d) A notice or bill sent under this Contract is taken to have been received by you or us (as applicable) on the date of transmission if sent electronically or two (2) Business Days after it is posted if sent via post.

## 16. FORCE MAJEURE

### 16.1. Effect of a force majeure event

- (a) If either party is unable to fulfill its obligations under this Contract (except for payment) due to an event outside of its reasonable control (**Force Majeure Event**), those obligations will be suspended, provided the party has taken all proper precautions, due care, and reasonable alternatives to avoid the delay or failure.
- (b) A party will not be liable for delays or failures in performance due to a Force Majeure Event (excluding payment obligations) if:
  - (i) it has taken all proper precautions, due care, and reasonable alternatives to avoid and minimise the delay or failure;
  - (ii) it promptly notifies the other party of the Force Majeure Event and the actions intended to remove or mitigate it;
  - (iii) it takes all reasonable steps to remove or mitigate the effects of the Force Majeure Event, without being required to settle any industrial disputes against its will; and
  - (iv) it continues to perform any unaffected obligations.

## 17. SAFETY

You are required to:

- (a) keep your energy installation and appliances in a safe and functional state;
- (b) ensure all work on your energy installation and appliances is carried out by certified electricians and licensed plumbers or gas fitters;
- (c) maintain a clear space around your energy installation, free from vegetation, structures, and vehicles;
- (d) report any safety concerns to us or your Distributor immediately; and
- (e) adhere to all directions from us or your Distributor.

## 18. INFORMATION AND PRIVACY

### 18.1. Provision of information

- (a) You must provide accurate information under this Contract, including:
  - (i) your billing address;
  - (ii) email address;
  - (iii) phone number;
  - (iv) Acceptable Identification; and
  - (v) whether you have Solar PV or any Solar Generation Facility installed at your Supply Address; and
  - (vi) any further information we reasonably require in relation to any applicable plan ad-ons, special offers, incentives, promotions or Feed-in Tariff.
- (b) If any of your provided information changes, you must promptly inform us.

### 18.2. Solar PV

If you have solar PV installed at your Supply Address or if you get it installed, it's important that you let us know. This is because we may need to change your meter or reconfigure your existing meter, network tariff, or both, in order for you to receive any applicable solar Feed-In Tariff.

### 18.3. Life support equipment

- (a) If a person living, or intending to live, at your Supply Address requires life support equipment, you must:
  - (i) register the Supply Address with us; and
  - (ii) provide written confirmation from a registered medical practitioner of the requirement for life support equipment at the Supply Address.
- (b) If you don't provide medical confirmation to us or your Distributor, we may cease registration of your premises as having life support equipment in accordance with the Regulatory Requirements.

- (c) You must tell us or your Distributor if the life support equipment is no longer required at the premises. You can visit [energylocalsretail.com.au/life-support/](https://energylocalsretail.com.au/life-support/) to find out more about life support protections.

#### 18.4. Privacy

- (a) We will comply with all relevant privacy laws regarding your personal information. Our Privacy Policy sets out how we will collect, use, store and disclose your personal information and is available on our website here: <https://energylocalsretail.com.au/privacy-policy/>.
- (b) You consent to us using your personal information to provide services to you under the terms of this Contract and the Privacy Policy.
- (c) Personal information may be shared with our service providers, including your local Distributor.

## 19. COMPLAINTS AND DISPUTE MANAGEMENT

- (a) Energy Locals is committed to providing our customers with exceptional customer service, however, if you have a query, complaint or dispute (related to your bill or otherwise) please call us on 1300 869 573 or email us at [hello@energylocalsretail.com.au](mailto:hello@energylocalsretail.com.au)
- (b) We must handle any complaint you have in accordance with our Complaint and Dispute Handling Procedure, which can be found on our website here: <https://energylocalsretail.com.au/complaints/> or be provided to you on request.
- (c) If you make a complaint, we must inform you of the outcome of your complaint. If you are still unsatisfied with our response, you have the right to complain to the Ombudsman in your State:
  - (i) ACT Civil and Administrative Tribunal – [tribunal@act.gov.au](mailto:tribunal@act.gov.au)
  - (ii) Energy and Water Ombudsman NSW – [complaints@ewon.com.au](mailto:complaints@ewon.com.au)
  - (iii) Energy and Water Ombudsman QLD – [info@eoq.com.au](mailto:info@eoq.com.au)
  - (iv) Energy and Water Ombudsman SA – [contact@ewosa.com.au](mailto:contact@ewosa.com.au)
  - (v) Energy and Water Ombudsman VIC – [ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)
  - (vi) Energy Ombudsman Tasmania – [energy.ombudsman@ombudsman.tas.gov.au](mailto:energy.ombudsman@ombudsman.tas.gov.au)

## 20. APPLICABLE LAW

- (a) The laws of the state or territory of your Supply Address apply to this Contract.
- (b) You agree to submit to the non-exclusive jurisdiction of the courts in that State or Territory.

## 21. LIABILITY & EXCLUSIONS

### 21.1. General liability

- (a) Nothing in this Contract operates to exclude, restrict, or modify any rights or any consumer guarantees you may have under Australian Consumer Law or Regulatory Requirements or limit our liability for breach of the Contract or for negligence (Non-excludable Rights).
- (b) Subject to any Non-excludable Rights:
  - (i) neither party is liable to the other for Excluded Loss; and

- (ii) we are not liable for any loss or damage arising from any act or omission by the Distributor or Metering Provider, except to the extent that we were in breach of contract, negligent, or contributed to the loss or damage.

## 22. CHANGES TO THE CONTRACT

- (a) This Contract may be amended from time to time in accordance with the procedures set out in the Energy Retail Code or National Energy Retail Rules and any applicable Regulatory Requirements.
- (b) We will provide you with written notice of the variation and publish any changes to this Contract on our website.
- (c) We may vary this Contract without prior notice if:
  - (i) the change is required to comply with Regulatory Requirements;
  - (ii) to make any administrative change; or
  - (iii) to make a change that you have requested or expressly consented to.
- (d) If you are not happy with the changes we make to this Contract you may terminate this Contract in accordance with clause 13.1.

## 23. DEFINITIONS AND INTERPRETATION

### 23.1. 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.
- (b) Where the simplified explanations at the end of this Contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.
- (c) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings and the singular includes the plural and vice versa.
- (d) Headings and capitalisations are for convenience only and do not affect the interpretation of this Contract.
- (e) A reference to a document or law includes any variation or replacement of it.

### 23.2. Definitions

Term	Definition
<b>Acceptable Identification</b>	means: one or more of the following for a residential customer: <ul style="list-style-type: none"> <li>(a) a driver's licence;</li> <li>(b) a current passport; or</li> <li>(c) a valid concession card issued by the Commonwealth.</li> </ul>

	for business customers, a valid Australian Company Number or Australian Business Number will suffice.
<b>Australian Consumer Law</b>	means Schedule 2 of the <i>Competition and Consumer Act 2010 (Cth)</i> .
<b>Basic Plan Information Document</b>	means a document that contains basic information including tariffs and charges for your chosen energy Plan.
<b>Billing cycle and/or billing period</b>	means the regular recurrent period for which you receive a bill from us.
<b>Business customer</b>	means a customer who purchases Energy principally for business use.
<b>Business Day</b>	means any day other than a Saturday or a Sunday and that is not a designated Public Holiday in the State in which your Supply Address is located.
<b>Charges</b>	means the fees set out in the plan information document in respect of the supply Energy by us to you.
<b>Cooling-off Period</b>	means the period within which a person is entitled under a new contract to cancel the contract.
<b>Customer</b>	means a person who buys or wants to buy Energy from a retailer.
<b>Demand charges</b>	means a pricing structure that includes a demand charge for your use of the electricity network.
<b>Disconnection</b>	means an action to prevent the flow of energy to the Supply Address but does not include an Interruption.
<b>Distributor</b>	means the entity responsible for the physical supply of electricity and connection to the Supply Address.
<b>Distribution System</b>	means the Distributor's distribution system.
<b>Distributor planned interruption</b>	means an Interruption for: <ul style="list-style-type: none"> <li>(a) the planned maintenance, repair, or augmentation of the transmission system; or</li> <li>(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</li> <li>(c) the installation of a new connection or a connection alteration.</li> </ul>
<b>Due Date</b>	means the date on which payment is due for a bill issued by us.

<b>Emergency</b>	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 site network, distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.
<b>Energy</b>	means electricity and/or gas as the context requires and, as has been specified as the services you are receiving from us in your Plan Information document.
<b>Energy Retail Code</b>	means the Energy Retail Code of Practice which sets out the rules electricity and gas retailers must follow when selling energy to Victorian customers.
<b>Excluded Loss</b>	means: <ul style="list-style-type: none"> <li>(a) loss of profit, revenue, or anticipated savings;</li> <li>(b) financing costs;</li> <li>(c) loss of access to markets;</li> <li>(d) damage to credit rating or goodwill;</li> <li>(e) loss of opportunity;</li> <li>(f) special, incidental or punitive damages; or</li> <li>(g) any loss or damage arising from special circumstances that are outside the ordinary course of things, however arising in relation to this Contract except where any such claim arises from fraud, criminal conduct or wilful misconduct.</li> </ul>
<b>Feed-In Tariff</b>	means a tariff credited to eligible customers who export energy back to the grid from an approved Solar Generation Facility.
<b>Force majeure event</b>	means an event outside the control of a party.
<b>GST</b>	has the meaning given in the GST Act ( <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth)).
<b>Interruption</b>	means a temporary unavailability or temporary curtailment of the supply of Energy to a customer (but does not include a Disconnection) and interrupt has the corresponding meaning.
<b>Life support equipment</b>	means any of the following: <ul style="list-style-type: none"> <li>(a) an oxygen concentrator;</li> <li>(b) an intermittent peritoneal dialysis machine;</li> <li>(c) a kidney dialysis machine;</li> <li>(d) a chronic positive airways pressure respirator;</li> <li>(e) Crigler Najjar syndrome phototherapy equipment;</li> <li>(f) a ventilator for life support;</li> <li>(g) in relation to a particular customer—any other equipment that a registered medical practitioner certifies is required for a person residing at the customer’s Supply Address for life support or otherwise where the customer provides a current medical certificate certifying that a person residing at the customer’s Supply Address has a medical condition which requires continued supply of Energy.</li> </ul>

<b>Medical confirmation</b>	means certification from a registered medical practitioner of the requirement for life support equipment at your Supply Address.
<b>Membership fee</b>	means the monthly fee paid to us for providing this service. The fee is set out in the Plan Information.
<b>Meter Replacement Scheme</b>	means the replacement and upgrade of a meter to a Smart Meter as directed by the Distributor in accordance with Regulatory Requirements.
<b>Meter</b>	means the device installed at your Supply Address which measures the quantity of energy passing through it and records the consumption of Energy at the Supply Address.
<b>Metering Provider</b>	means any person who provides services on our or the Distributor's behalf in relation to the meter, which includes, reading, installing, inspecting, testing, repairing, maintaining, altering, or replacing it.
<b>National Electricity Law</b>	means the laws contained in a Schedule to the <i>National Electricity (South Australia) Act 1996</i> and applied as law in each participating jurisdiction of the NEM.
<b>National Energy Retail Law</b>	means the laws contained in contained in a Schedule to the <i>National Energy Retail Law (South Australia) Act 2011</i> and applied as law in each participating jurisdiction of the NEM.
<b>National Gas Law</b>	means, as applicable in the state in which your Supply Address is located: <ul style="list-style-type: none"> <li>• National Gas (New South Wales) Act 2008 (NSW)</li> <li>• National Gas (South Australia) Act 2008 (SA)</li> <li>• National Gas (Tasmania) Act 2008 (Tas)</li> <li>• National Gas (Queensland) Act 2008 (Qld)</li> <li>• National Gas (Victoria) Act 2008 (Vic)</li> </ul>
<b>National Gas Rules</b>	means the rules of that name, as applied in the state in which your Supply Address is located.
<b>NEM</b>	means the National Energy Market.
<b>Network Services</b>	means the connection of and the provision of services relating to the flow of electricity and/or gas to a Supply Point at Supply Address through the site networks.
<b>Plan Information</b>	means the information on your energy plan which includes the information set out in the Basic Plan Information Document or for Victorian customers the Energy Fact Sheet.
<b>Rates</b>	means per-unit charges that apply to your Plan, which include usage rates and daily supply charges.

<b>Relevant authority</b>	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.
<b>Regulatory Requirements</b>	<p>means all relevant acts, regulations, codes, procedures, other statutory instruments, licences, proclamations, and laws, including those applicable to the generation or sale of electricity in the state or territory of your Supply Address.</p> <p>If your Supply Address is in Victoria, this includes the Energy Retail Code of Practice and the <i>Electricity Industry Act 2000 (Vic)</i> and the <i>Gas Industry Act 2001 (Vic)</i> and National Gas Law.</p> <p>If you are in another state this includes the National Electricity Law, National Energy Retail Law, the National Energy Retail Rules and the National Gas Law.</p>
<b>Residential customer</b>	means a person who purchases energy principally for personal, household, or domestic use at their Supply Address.
<b>Retailer Planned Interruption</b>	means an Interruption planned by the retailer for the gate meter to the site network.
<b>Responsible Retailer</b>	means a retailer that is financially responsible in the wholesale energy market (in accordance with Regulatory Requirements) for Energy supplied to the Supply Address or Supply Point.
<b>Rules</b>	means the National Energy Retail Rules made under the National Energy Retail Law.
<b>Security deposit</b>	means an amount of money paid to us as security against non-payment of a bill in accordance with the laws and rules.
<b>Small Customer</b>	means in NSW, SA, Queensland and the ACT, a small customer for the purposes of National Energy Retail Law, and for Victoria a relevant customer for the purposes of section 36 of the <i>Electricity Industry Act 2000 (Vic)</i> or section 43 of the <i>Gas Industry Act 2001 (Vic)</i> .
<b>Smart meter</b>	means a Type 4 meter which is capable of recording customer usage in real time and can be remotely read in 30-minute intervals. It may also be referred to as an advanced or digital meter.
<b>Solar Generation Facility</b>	<p>means a small renewable energy generation facility or Solar PV system that:</p> <ul style="list-style-type: none"> <li>(a) is connected to a Distribution System;</li> <li>(b) generates electricity by converting solar energy into electricity;</li> <li>(c) has a generating capacity of no more than 10 kilowatts or any other capacity as set out in the Plan Information; and</li> <li>(d) satisfies any applicable Regulatory Requirements or Solar Schemes.</li> </ul>

<b>Solar Scheme</b>	means any government scheme which mandates any minimum tariff, rebate or subsidy for energy generated from solar.
<b>Standing Offer</b>	means the energy plan under our Standing Retail Contract.
<b>Supply Address</b>	means the address for the Supply Address for which Energy is supplied to you.
<b>Supply Point</b>	means the point at which your Distributor's Distribution System connects to the Energy installation at your Supply Address.
<b>type of gas</b>	means a primary gas specified under the National Gas Law (for example, natural gas) or a blend of primary gases (for example, a blend of natural gas and hydrogen).
<b>Unplanned Interruptions</b>	<p>means an Interruption to the supply of Energy to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability, or security of the supply of energy and, without limitation, includes:</p> <ul style="list-style-type: none"> <li>(a) an Interruption in circumstances where, in our opinion, a customer's installation or the site network poses an immediate threat of injury or material damage to any person or any property; or</li> <li>(b) an Interruption in circumstances where:</li> <li>(c) there are health and safety reasons warranting an Interruption; or</li> <li>(d) there is an emergency warranting an Interruption; or</li> <li>(e) we are required to interrupt the supply at the direction of the relevant authority; or</li> <li>(f) an Interruption is required to restore supply to another site customer.</li> </ul>
<b>Victorian Energy Fact Sheet</b>	means, for Victorian customers, the fact sheet which sets out key information on the Energy offer.



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