

## Appendix A

# Terms & Conditions for Market Retail Contract

## PREAMBLE

This contract is about the sale of energy to you as a customer at your premises within an *embedded network*. The *Disclosure Statement*, your *Plan Information Documents* and the *Customer Details Schedule* also form part of this contract.

In addition to this contract, the *energy laws* and other consumer laws also contain rules about the sale of electricity and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law sets out specific rights and obligations. To the extent of any inconsistency between this contract and applicable *energy laws*, the provisions of the *energy laws* will prevail.

You also have a separate contract with us called Embedded Network Connection Contract. The Embedded Network Connection Contract deals with the operation of the embedded network.

## 1. THE PARTIES

This contract is between:

Fountain Energy Investments Pty Ltd ATF Fountain Energy Unit Trust ABN 93 911 628 685 who operates the *embedded network* at your premises (in this contract referred to as "Fountain Energy", "we", "our" or "us"); and

You, identified in the Customer Details Schedule, 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 National Energy Retail Rules (**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 or Rules, the definitions in the National Energy Retail Law and 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 the sale of electricity to you as a customer at your premises within an *embedded network* under the National Energy Retail Law and Rules.

### 3.2 Electricity or gas

This contract is only for the sale of electricity. If you also use gas, your purchase of gas will be dealt with in a separate Embedded Network Connection and Ancillary Services Contract.

## 4. WHAT IS THE TERM OF THIS CONTRACT?

### 4.1 When does this contract start?

- (a) This contract starts on the Acceptance Date in the Customer Details Schedule.
- (b) Subject to clause 4.2, your *supply start date* is:
  - (i) if you are a new occupant – on the later of the date when you move into the premises and the date we become responsible for supply of electricity within the *embedded network*;
  - (ii) if you are an existing occupant where you previously received supply from another *retailer* or exempt seller – on the earlier of the date we become responsible for supply of electricity within the *embedded network* and the date your contract with your previous *retailer* or exempt seller ends;
  - (iii) if you are an existing occupant where you were previously being supplied by us or a company related to us under a different contract - the date this contract starts under clause 4.1(a).

### 4.2 Cooling off period

- (a) Despite signing or accepting this contract, you may still withdraw with no charge within the 10 *business day* cooling off period. The cooling off period starts the *business day* after you enter into this agreement.
- (b) You can cancel this contract at any time within the 10 *business day* cooling off period by telling us verbally or in writing.

### 4.3 When does this contract end?

- (a) This contract ends:
  - (i) if we both agree to a date to end the contract—on the date agreed; or
  - (ii) subject to subparagraphs (vi) and (c) if you are no longer a *small customer*:
    - (1) on a date specified by us, of which we will give you at least 5 but no more than 20 *business days'* notice; or
    - (2) if you have not told us of a change in the use of your electricity from the time of the change in use; or

- (iii) if your premises is no longer part of the *embedded network*;
- (iv) if you start to buy electricity for the premises from a different *retailer* or *exempt person* under a customer retail contract—on the date the market retail contract or *exempt person* arrangement starts; or
- (v) if a different *customer* starts to buy electricity 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 *energy laws* 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 electricity.
- (c) In the event you are no longer a *small customer*, the parties may nevertheless agree to continue this contract on the same terms.
- (d) 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.

#### 4.4 Vacating your premises

- (a) If you are vacating your premises, you must provide us with 20 *business days'* notice and your forwarding address for your final bill.
- (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 under clause 4.3 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 electricity at your premises. We also agree to meet other obligations set out in this contract and to comply with the *energy laws*.
- (b) In return, you agree:
  - (i) to be responsible for charges for electricity supplied to the premises from the *supply start date* until this contract ends under

clause 4.3 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 *embedded network*, including metering equipment and the maintenance of that connection and the physical supply of electricity to your premises. This is the role of your embedded network operator under a separate contract called the Embedded Network Connection and Ancillary Services Contract.

## 6. YOUR GENERAL OBLIGATIONS

### 6.1 Full information

You must give us any information we reasonably require for 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 electricity 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; or
- (c) there is any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of electricity to the premises or the premises of any other person; or
- (d) a person for whom the *life support equipment* is required vacates the premises or no longer requires the *life support equipment*.

### 6.3 Life support equipment

- (a) If you advise us that a person living at your premises requires *life support equipment*:
  - (i) we will register your premises as requiring *life support equipment*; and
  - (ii) comply with our obligations under the *energy laws*.

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

#### 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 is subject to a variety of factors beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the wider distribution system and the acts of other persons (such as the distributor for your region), 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 electricity, 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 electricity to your premises, which includes any loss or damage you suffer as a result of the defective supply of electricity.

### 8. PRICE FOR ELECTRICITY AND OTHER SERVICES

#### 8.1 What are our tariffs and charges?

- (a) Our tariffs and charges for the sale of electricity to you under this contract are set out in the *Plan Information Documents* attached to these terms and conditions.
- (b) We may impose additional charges where it is permitted under the *energy laws*. Additional charges may include, but are not limited to:
- (i) account establishment fees;
  - (ii) late payment fees;
  - (iii) debt collection fees; and
  - (iv) *disconnection* and reconnection charges.

#### 8.2 Changes to tariffs and charges

- (a) You acknowledge that you have given your explicit informed consent for us to vary your charges from time to time.

- (b) If we vary your tariffs and charges, we will notify you at least five *business days*' before the new charges apply and these changes will be reflected on your next bill.

- (c) We will 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.

- (d) 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 above are inclusive of GST; and
- (vi) specify that you can request historical billing data and, if you are being sold electricity, electricity consumption data, from us.

- (e) We are not required to notify you of a variation of charges in certain circumstances, for example when the variation is a result of changes to a government rebate or relief scheme.

#### 8.3 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.

#### 8.4 Additional charges

- (a) We may require you to pay *additional retail charges* from time to time. These charges must be fair and reasonable having regard to the costs we incur.
- (b) To the extent permitted by law, where you pay your bill using a method that results in us incurring a merchant service fee, we may recover that fee from you.
- (c) To the extent permitted by law, where you pay your bill and that payment is dishonoured or reversed through your fault and we incur a fee, we may recover that fee from you.

#### 8.5 GST

- (a) Amounts specified in the *Plan Information Documents* and other amounts payable under this contract will be stated to be inclusive of GST.

## 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 (or email 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 electricity consumed at your premises during the *billing cycle* (using information obtained from reading your meter or otherwise under the Rules); and
- (b) the fees and charges for any other services provided under this contract during the *billing cycle*; and
- (c) the charges payable for services provided by the embedded network operator, including connection charges if you have asked for a new connection or connection alteration, and ancillary service charges.

### 9.3 Estimating the electricity usage

- (a) You acknowledge that we may estimate the amount of electricity 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).
- (b) We will not rely on an estimation of your meter value at the start of this contract, or to issue your final bill.
- (c) If we estimate the amount of electricity 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 electricity actually used.
- (d) If the later meter read shows 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.

- (e) 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, will provide you with your billing records for the previous 12 months.

### 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 electricity consumption.

## 10. PAYING YOUR BILL

### 10.1 What you have to pay

You must pay to us the amount on each bill by the date for payment (the pay-by date) on the 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, contact us as soon as possible. We will provide you with information about flexible payment options to help you avoid getting into arrears. Flexible payment options we provide include:
- (i) making payments of an equal amount over a specified period;
- (ii) options for paying at different intervals;
- (iii) extending by a specified period the pay-by date for a bill for at least one *billing cycle* in any 12 month period; and
- (iv) paying for electricity use in advance.
- (b) We will not disconnect your electricity supply if you are adhering to a payment plan.

### 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 where we may do so under the *energy laws*.

## 11. METERS AND ACCESS

### 11.1 Your obligations

- (a) You must provide us and our authorised representatives (with all necessary equipment) safe and unhindered access to the premises, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:
- (i) read, test, maintain, inspect or alter any metering installation at the premises; and
  - (ii) measure, estimate or calculate electricity supplied or taken at the premises; and
  - (iii) check the accuracy of metered consumption at the premises; and
  - (iv) replace meters, control apparatus and other electricity equipment of ours; and
  - (v) connect or disconnect the premises; and
  - (vi) examine or inspect an electricity installation at the premises; and
  - (vii) inspect, make safe, operate, change, maintain, remove, repair or replace any work at the premises; and
  - (viii) undertake repairs, testing or maintenance of the *embedded network* distribution system; and
  - (ix) clear vegetation from the *embedded network* distribution system including any equipment owned by us; and
  - (x) Determine, based on inspection, the appropriate tariff or charging category for the premises; and
  - (xi) perform services requested by you.
- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as needed to prepare your bills, consistently with the metering rules and at least once every 12 months.

### 11.2 Our obligations

If we or our representatives seek access to the premises under clause 11.1 above, we will:

- (a) comply with all requirements under the *energy laws*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

## 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 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, and you have 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 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 electricity 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 under our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we will arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. If the meter or metering data is correct, you will be liable for the cost of the check or test. However, if the meter or metering data proves to be faulty or incorrect, you do not have to pay the cost of the test or check.
- (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 you do not dispute; or

- (ii) an amount equal to the average of your bills in the last 12 months (excluding the bill in dispute).
- (d) If you are not satisfied with our decision after we complete a review of your bill, you may complain to the Energy and Water Ombudsman in your state.

### 13. DISCONNECTION OF SUPPLY

#### 13.1 When can we arrange for disconnection?

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

- (a) you do not pay your bill by the pay-by-date; or
- (b) 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
- (c) there has been illegal or fraudulent use of electricity at your premises in breach of clause 15 of this contract; or
- (d) we are otherwise entitled or required to do so under the *energy laws*.

#### 13.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the *energy laws*. However, we do not have to provide a warning notice before *disconnection* in certain circumstances (for example, where there has been illegal or fraudulent use of electricity at your premises or where there is an *emergency* or health and safety issue).

#### 13.3 When we must not arrange disconnection

- (a) Subject to paragraph (b), your premises may not be disconnected during these 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.
- (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 request us to arrange *disconnection* within the protected period; or
- (v) 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
- (vi) where the premises are not occupied; or
- (vii) where *disconnection* is permitted by applicable *energy laws*; or
- (viii) where *disconnection* is permitted under your customer connection and ancillary services contract.

#### 13.4 Life support equipment

We must not disconnect your premises if they are registered as having *life support equipment*:

- (a) except in an *emergency*, or
- (b) when notified of a *planned interruption* by the distributor and we give you notice under the *energy laws*.

### 14. RECONNECTION AFTER DISCONNECTION

- (a) We must arrange for the reconnection of your premises as soon as practicable and no later than 2 *business days* 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).
- (c) If we disconnect the premises where we did not have a right to do so, we must reconnect the premises as soon as possible and without charge

### 15. WRONGFUL AND ILLEGAL USE OF ELECTRICITY

#### 15.1 Use of electricity

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

- (a) illegally use electricity supplied to your premises; or
- (b) interfere or allow interference with any electricity equipment at your premises except as permitted by law; or

- (c) use the electricity supplied to your premises or any electricity equipment in a manner that:
  - (i) unreasonably interferes with the connection or supply of electricity to another *customer*; or
  - (ii) causes damage or interference to any third party; or
- (d) allow electricity purchased from us to be used otherwise than under this contract and *energy laws*; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

### 15.2 Consequences for wrongful or illegal use

If you do not comply with clause 15.1 above, we may, under the *energy laws* take any of these actions:

- (a) estimate the amount of electricity obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate *disconnection* of the premises.

## 16. NOTICES AND BILLS

- (a) Notices and bills under this contract will be sent electronically, unless this contract or the Rules say otherwise, or the parties otherwise agree.
- (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.

## 17. 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 [www.fountainenergy.com.au](http://www.fountainenergy.com.au). If you have questions, you can contact our privacy officer.

## 18. COMPLAINTS AND DISPUTE RESOLUTION

### 18.1 Complaints

- (a) If you have a query, complaint or dispute, you may contact us and we are obliged to handle the complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website or provided on request.
- (b) If you have a complaint, please refer to our standard complaints and dispute resolution procedure on our website [www.fountainenergy.com.au](http://www.fountainenergy.com.au).

### 18.2 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 procedure 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 may refer the complaint to the Energy and Water Ombudsman in your state

## 19. FORCE MAJEURE

### 19.1 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 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.

### 19.2 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 provide the necessary information by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### 19.3 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.

#### 19.4 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.

#### 20. APPLICABLE LAW

The laws of the state where your premises is located govern this contract.

#### 21. CONTINUITY OF SUPPLY

We will notify you and the AER immediately if we are (or expect to be) disconnected, or there is any likelihood we cannot continue supplying electricity. If we stop supplying your electricity, this contract will end and you will not be charged a termination fee. We will provide your relevant information (including your name, billing address and metering identifier) to the entity appointed to continue your electricity supply.

#### 22. Varying this Contract

- (a) We can vary the benefits that apply to you under this Contract where:
  - (i) we give you 20 to 40 business days' notice of the variation; and
  - (ii) you accept the change by not terminating this Contract.
- (b) We may vary this Contract with your consent.
- (c) We may also vary this Agreement by notice to you if we need to do so to comply with the energy laws, or if otherwise permitted by the energy laws.

#### 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 failing to comply with this contract.

#### 24. SERVICE LEVELS

We will meet all legal and regulatory requirements applicable to your supply address. We will only make changes to service standards in accordance with applicable law and regulatory requirements.



## SIMPLIFIED EXPLANATION OF TERMS

**Additional retail charge** means any allowable charge by a *retailer* for electricity.

**AER** means the Australian Energy Regulator;

**billing cycle** means the regular recurrent period for which you receive a bill from us. The billing cycle for this contract is set out in the *Plan Information Documents*;

**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 electricity from a *retailer* or *exempt person*;

**Day** means calendar day;

**Disclosure Statement** means the document attached to this contract containing details and information about your rights relating to the purchase of electricity from us;

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

**embedded network** means a privately owned and operated electricity distribution system that is connected to the wider distribution system by way of a single connection point;

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

**exempt person** means a person exempt from holding a licence under the National Energy Retail Law.

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

**GST** has the meaning 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*;

**life support equipment** means any of the following:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a kidney dialysis machine;
- (d) a chronic positive airways pressure respirator;
- (e) crigler najjar syndrome phototherapy equipment;
- (f) a ventilator for life support;
- (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* premises for life support or otherwise where the *customer* provides a current medical

certificate certifying that a person residing at the *customer's* premises has a medical condition which requires continued supply of electricity;

**Plan Information Documents** means the documents attached to this contract containing details and information about your electricity plan, including pricing and billing information.

**planned interruption** means an *interruption* of the supply of electricity for the planned maintenance, repair or augmentation of either the distribution system or the *embedded network* distribution system, including planned or routine maintenance of metering equipment, or the installation of a new connection or a connection alteration;

**relevant authority** means any person or body with 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 licensed to sell energy to *customers*;

**small customer** is defined in the *energy laws* and includes:  
(a) any *residential customer*; and  
(b) any small business customer that consumes energy at a level less than the threshold as defined in the relevant jurisdiction's *energy laws* from time to time.

**supply start date** means the date that we start supplying you with electricity.