

Country Energy Customer Charter – Victoria

1. Domestic Customer Charter

- 1.1 This Charter summarises your rights and obligations and our rights and obligations under the terms of the Agreement between us and you, the Energy Retail Code and other relevant laws and codes.
- 1.2 This Charter applies to Domestic Customers only. If you are a Business Customer and require more information about your Agreement with us, please contact us.
- 1.3 You may have an Agreement with us that was entered into by accepting an offer by us to supply and sell electricity at negotiated tariffs and on negotiated terms and conditions (Negotiated Agreement).
- 1.4 You may otherwise have an Agreement with us that was entered into by accepting an offer by us or otherwise deemed to be in place to supply and sell electricity in accordance with the tariffs and terms and conditions published by us from time to time under section 35 of the Electricity Industry Act (**Standing Offer**).
- 1.5 While many of the terms of the Negotiated Agreement and the Standing Offer are the same. This Charter summarises those areas where they differ.
- 1.6 Capitalised words in this Charter which are defined in the Agreement have the same meaning as the meaning which is given to those words in the Agreement.
- 1.7 This Charter is not an Agreement.

2. Retail Obligations

- 2.1 We are a retailer that has agreed to provide Retail Services to you at the Supply Address.
- 2.2 The Agreement does not cover the physical delivery of electricity to you. The physical delivery of electricity to the Supply Address is made by the Network Operator in accordance with the terms of the connection contract between you and the Network Operator.
- 2.3 You are deemed to have a connection contract with your local Network Operator.

- 2.4 We are not liable for the physical supply of electricity to your Supply Address and only have a limited liability to re-perform services required to be performed under the Agreement or pay the costs for re-performing those services. However, this limitation does not affect any right you may have under legislation such as the Trade Practices Act 1974 or State and Territory legislation. In certain circumstances legislation may imply conditions and warranties into customer Agreements that give rise to other rights which, if they apply, are not altered by the terms of the Agreement.

3. Electricity Charges

- 3.1 You must pay for:

- (1) the Consumption of electricity which includes Energy Charges, Metering Charges, Network Charges, Market Charges and Loss Factors;
- (2) connection costs; and
- (3) any Miscellaneous Charges, Additional Retail Charges or other charges specified in the Agreement.

- 3.2 If you have a Negotiated Agreement with Country Energy:

- (a) you must pay for the Consumption of electricity and any other charges at the prices set out in the Form A that forms part of your Negotiated Agreement;
- (b) unless otherwise specifically provided for under the Agreement, any variation to those tariffs or the Agreement, including any variation to Form A, must be in writing and signed or agreed to by both Parties; and
- (c) if a Relevant Event occurs or is introduced after the Commencement Date, we may pass additional charges on to you and you must pay the additional charges in accordance with the Agreement.

3.3 If you have a Standing Offer:

- (a) you must pay for the Consumption of electricity at the prices set out in our Victorian Retail Price List published by us from time to time and available on our website; and
- (b) we may amend the Agreement and the tariffs payable by you at any time, but no more than once every six months, by notice published on our website in our Victorian Retail Price List. If we are required by an Energy Law to do anything further in order to make such amendments, we will do so.

4. Metering

4.1 Unless otherwise agreed, we will arrange the following metering services:

- (1) for metering equipment required by the Rules to:
 - (a) be installed at the Supply Address, or elsewhere as agreed between the Parties; and
 - (b) be maintained in accordance with the Rules; and
- (2) for data from the metering equipment to be collected and forwarded as required by the Rules.

4.2 If metering equipment at the Supply Address malfunctions or metering data is not available, we will estimate your Consumption based on your historical data.

4.3 You must:

- (1) unless you have asked us to arrange metering services, arrange for meters to be installed, maintained and read in accordance with the Rules; and
- (2) allow our authorised representatives safe, convenient and unhindered access to the meter and Supply Address.

4.4 Disputes regarding metering issues will be determined in accordance with the Rules.

5. Bills and Payment

- 5.1 We will issue a bill to you at least every three months. The bill will be based on the reading of the meter or estimated Consumption. Information on the bill will include all matters required to be included under the Energy Retail Code including those matters specified in the Agreement.
- 5.2 If we make a variation to the tariff applicable to you, we will give notice of the variation in your next bill or as soon as practicable.
- 5.3 You must pay the bill by the Due Date (being 12 Business Days from the date of the bill) by:
- (1) cheque by mail;
 - (2) telephone by credit card;
 - (3) direct debit; or
 - (4) cash in person at any of our agents.
- 5.4 Before a direct debit arrangement commences, you and we must agree on the amount, date and frequency of debits and another payment method to apply if you cancel the direct debit arrangement. You must notify us as soon as practicable if you have cancelled the direct debit arrangement.
- 5.5 You may also pay the bill in advance.
- 5.6 You must pay any charge imposed on us if payment is dishonoured or reversed and in the case of a Negotiated Agreement, any applicable merchant service fee.

6. Disputes and Rectification of Bills

- 6.1 You may ask us to review a bill and you must, in such circumstances, pay the lesser of:
- (1) the amount not in dispute; or
 - (2) an amount that is equivalent to the average of your bills in the previous 12 months.
- 6.2 If we confirm that the bill is correct, you must either pay the remainder of the bill or request us to arrange a meter test. If the meter test finds the bill to be correct, you must pay the unpaid amount and the cost of the test. If the bill is incorrect, we will adjust the bill accordingly.

- 6.3 If we become aware that we have overcharged you:
- (1) by an amount of \$50 or less, we will credit the amount to the next bill issued to you after we become aware of the overcharging;
 - (2) by an amount exceeding \$50, we will inform you within 10 Business Days after becoming aware of the overcharging and will repay any amount overcharged by crediting your next bill or as otherwise reasonably directed by you.
- 6.4 If we become aware that we have undercharged you or not charged you, we may recover the amount undercharged in the nine months up to the date on which we notify you that the undercharging is occurring where the undercharging results from a failure of our billing system.
- 6.5 Where the undercharging results from reasons other than a failure in our billing system, we may recover no more than the amount undercharged in the 12 months prior to the date on which we notify you that the undercharging is occurring.
- 6.6 We may issue a bill for the undercharged amount or include the undercharged amount as a separate item on your next bill together with an explanation of the amount. We will not charge interest on the undercharged amount and, on request, we will allow you to pay the amount undercharged over a period equal to the period when undercharging occurred.

7. Instalment Plan

- 7.1 If you anticipate that you will be unable to pay the bill by the Due Date, you may ask to pay the bill by an instalment plan. Any such instalment plan will comply with the requirements of the Energy Retail Code.
- 7.2 In addition to an instalment plan for paying arrears and continued Consumption, we will offer you an instalment plan under which you can make payments in advance towards the next bill. We can give you information on energy efficiency and independent financial counsellors if requested.

8. Payment Difficulties

- 8.1 You must contact us if you anticipate that payment of the bill by the Due Date may not be possible.
- 8.2 If you are experiencing financial difficulties and contact us and you and we cannot agree on an alternative payment arrangement or if we consider that you are experiencing difficulties making payments, we will:
- (1) assess in a timely way whatever information you provide or we otherwise have concerning your capacity to make payments (taking into account advice from an independent financial counsellor if we are unable to adequately make that assessment);
 - (2) on request, give you documentary evidence of our assessment;
 - (3) offer you an instalment plan unless you have failed to comply with two instalment plans in the previous 12 months and have not provided reasonable assurance to us that you are willing to meet payments under a new instalment plan; and
 - (4) provide you with information on concessions including the Utility Relief Grant Scheme, telephone information about energy efficiency and advice on the availability of an independent financial counsellor.
- 8.3 Where you are experiencing payment difficulties, we will consider conducting an energy efficiency field audit to assist you to address payment difficulties. A charge may be made for the audit.

9. Shortened Collection Cycle

- 9.1 Where you are experiencing payment difficulties we may at our discretion place you on a shortened collection cycle if we have given you:
- (1) reminder notices for three consecutive bills or disconnection warnings for two consecutive bills; and
 - (2) prior to the third reminder notice or the second disconnection notice, a notice informing you that:

- (a) receipt of the third reminder notice or second disconnection warning may result in you being placed on a shortened collection cycle;
- (b) being on the shortened collection cycle means you will not receive any reminder notices until you have paid three consecutive bills on time;
- (c) alternative payment options may be available; and
- (d) further information may be obtained from us on a specified telephone number.

9.2 If you are experiencing payment difficulties, we must also have given you the necessary assistance required by Energy Retail Code.

9.3 We will inform you that you have been placed on a shortened collection cycle within 10 Business Days of doing so.

10. Disconnection and Reconnection

10.1 We may discontinue the supply of electricity to the Supply Address if the period of supply under the Agreement ends or if you have:

- (1) failed to provide any security where required;
- (2) failed to pay an amount due to us under the Agreement (unless it is the first instalment under your first instalment plan);
- (3) denied our officers or agents access to the meter for three consecutive bills;
- (4) refused when required to provide acceptable identification (if you are a new Customer); or
- (5) requested to be disconnected, and we have complied with all relevant procedures.

10.2 You may request reconnection of electricity and we must procure your reconnection as soon as possible if, subject to the Energy Law and the Customer paying any reconnection charge, the reason for disconnection is remedied within 10 Business Days of disconnection.

11. Disconnection Procedure

11.1 Where we have a right to procure your disconnection under the Agreement because you have not paid your bill, we will not exercise that right unless we have:

- (1) sent a reminder notice not less than 14 Business Days after the bill was sent which states a new Due Date that is not less than 20 Business Days from the initial bill (no reminder notice is required if you are on a shortened collection cycle);
- (2) sent a disconnection warning:
 - (a) at least 16 Business Days from the date of the despatch of the bill where you are on a shortened collection cycle. The disconnection warning must include a new Due Date which is at least 20 Business Days from the date of despatch of the initial bill; and
 - (b) otherwise, not less than 22 Business Days from the date of the initial bill and which includes a new Due Date which is not less than 28 Business Days from the initial bill;
- (3) included in the disconnection warning:
 - (a) a statement that informs you that you may be disconnected seven days after receipt of the warning; and
 - (b) a telephone number for payment assistance enquiries and which sets out the details of the Energy and Water Ombudsman (Victoria);
- (4) if requested, offered advice on financial assistance; and
- (5) if you are on a shortened collection cycle, contacted you in person or by telephone to advise of the imminent disconnection.

11.2 We will only procure disconnection for non-payment of a bill if:

- (1) you fail to provide reasonable assurance that you will pay the bill or, having made such assurance:
 - (a) have failed to pay the bill by the agreed Due Date (this does not apply if there is a new payment arrangement in place); or

- (b) do not agree to a new payment arrangement within five Business Days after the date of receipt of the disconnection warning; or
 - (c) do not make payments under such a new payment arrangement; and
- (2) we have assessed you in accordance with the Energy Retail Code and used our best endeavours to contact you in person or by telephone and you have not accepted an instalment plan within five Business Days of being offered the plan.

11.3 We may also procure your disconnection, if you:

- (1) deny our authorised representatives access to the meter for three consecutive bills; and
 - (a) we have used our best endeavours to contact you personally to request access to the meter; and
 - (b) each time your meter has been inaccessible, our authorised representatives have given you a notice requesting access to your meter; and
 - (c) we have issued a disconnection warning asserting that disconnection may occur seven Business Days from receipt of the notice if access is not given and your meter continues to be inaccessible; or
- (2) refuse when required by us to provide acceptable identification or lodge security as required by the terms of the Agreement and we have issued a disconnection warning stating that disconnection may occur 10 Business Days from receipt of the notice and you have continued not to provide the required identification or security; or
- (3) have requested it.

11.4 We will not procure disconnection:

- (1) for non payment of a bill if:
 - (a) the amount owed by you is less than \$120;
 - (b) you have lodged a complaint about the non payment of a bill with the Energy and Water Ombudsman (Vic) (or any other dispute resolution body) and the complaint remains unresolved;

- (c) you have formally applied for a Utility Relief Grant and a decision on the application has not been made; or
 - (d) the only amount due is not related to the sale of electricity; or
- (2) if, unless otherwise requested by you, it is later than 2pm on a Business Day, or it is a Friday, a weekend, a public holiday or the day before a public holiday; or
 - (3) if your address is registered as a life support machine address.

11.5 If we disconnect the supply of electricity to the Supply Address without following the procedures and requirements referred to in this document, we will compensate you in accordance with any applicable laws.

12. Commencement

12.1 The Agreement commences on the Commencement Date. The supply of electricity under the Agreement will start in relation to a Supply Address on the later of the

- (1) expiry of your Cooling-Off Period without those rights being exercised if you have a Negotiated Agreement;
- (2) us becoming financially responsible for the Supply Address; and
- (3) installation of a meter at the Supply Address (if applicable).

13. Expiry and Termination

13.1 If you have a Negotiated Agreement and the Form A indicates an Expiry Date for the Agreement, then, subject to the provisions below, the Agreement will expire on that date.

13.2 If you have a Negotiated Agreement, you may terminate the Negotiated Agreement by providing notice to Country Energy within the Cooling-Off Period.

13.3 After the expiry of the Cooling-Off Period in the case of a Negotiated Agreement and in any event in the case

of a Standing Offer, you may terminate the Agreement by providing 28 Business Days notice to us. However, an early termination fee may be payable in the case of a Negotiated Agreement if the Form A states such a fee is payable and the imposition of such a fee is not prohibited by law.

13.4 The Agreement will terminate if:

- (1) you vacate the Supply Address; or
- (2) you breach the Agreement and:
 - (a) the Supply Address has been disconnected in accordance with the terms of the Agreement and the Customer no longer has a right to be reconnected; or
 - (b) you and we have entered into a new electricity Agreement in respect of the Supply Address; or
 - (c) a different retailer has become financially responsible to pay the wholesale market for electricity used at the Supply Address.
(whichever occurs first).

13.5 Extension of Negotiated Agreement

- (1) If you have a Negotiated Agreement and it is for a fixed term, then no earlier than two months and at least one month before the Agreement's Expiry Date, we will advise you of:
 - (a) the date on which the Agreement will expire;
 - (b) the terms and conditions for the sale of electricity to you which will come into effect after the Expiry Date if you do not elect before that date to enter into a new Agreement with us or another retailer for the Supply Address; and
 - (c) the existence of the other options that may be available for the purchase of electricity at the Supply Address and a general description of these options.
- (2) Not earlier than two months and at least one month before the Expiry Date of the Agreement, we may offer to extend the Agreement to a new Expiry Date at new terms and tariffs as set out in that offer. Unless you notify us, prior to the Expiry Date, that you do not wish to accept that

offer, then the Agreement will be extended to the new Expiry Date and at the terms and tariffs quoted in the offer. Where you notify us, prior to the Expiry Date, that you do not wish to accept the offer but you continue to take delivery of electricity at the Supply Address and have not entered into a new electricity Agreement with a retailer for the Supply Address, then an Agreement for the sale of electricity shall be deemed to exist on the terms of our Standing Offer.

14. Vacating a Supply Address

14.1 You must give us notice of the date you intend to or have vacated the Supply Address and a forwarding address so that we may forward you the final bill.

14.2 You will be liable to pay us for the Consumption until the earliest of:

- (1) three Business Days after the date specified in the notice to us or the date you actually vacate (whichever occurs last);
- (2) if you are evicted or forced to vacate, the date of the notice;
- (3) the date another Customer becomes financially responsible for Consumption, or another retailer becomes responsible for the Supply Address; and
- (4) the date the supply is disconnected.

15. Information

15.1 Charter

This Charter is available free of charge and in large print. A copy of the Charter will be given to you as soon as practicable after the Agreement commences or you commence to take supply from us and on request.

15.2 Energy Retail Code

You can obtain a copy of the Energy Retail Code from the ESC's website (see below) or purchase a copy (in large print if necessary) from Country Energy. We will inform you, as soon as possible, of any amendments to the Energy Retail Code which materially affect your rights, entitlements and obligations.

16. Billing Data

- 16.1 We will retain your billing data for at least two years.
- 16.2 We will use our best endeavours to provide billing data to you, even if you are an ex-Customer, within 10 Business Days of a request for such data being made.
- 16.3 We may impose a charge for providing the data if you are an ex-Customer but, if you are an existing Customer, only if the request is not the first request made by you within the preceding year or is for a period beyond the previous two years (unless the information is required for settling a dispute, in which case no charge will be made).

17. Privacy and Personal Information

- 17.1 We respect your privacy. We collect personal information about you to assist in the operation of our business and the delivery of our full range of gas, electricity and other products and services. If you do not provide us with this information, we may not be able to provide you with our full range of products or services.
- 17.2 If you have a Negotiated Agreement, from time to time we may provide you with promotional material. If you do not wish to receive this material, please let us know.
- 17.3 We may disclose your information to organisations we engage to assist us with delivering our products and services, including reporting and debt collecting agencies, authorised representatives and government or regulatory authorities. You can request access to the information we hold about you at any time by writing to our Privacy Officer at our ordinary mailing address.

18. Security

- 18.1 You must provide us with a refundable advance or bank guarantee if:
 - (1) you have left a previous Supply Address or have transferred from another retailer and still owe us or the former retailer more than \$120;

- (2) in the previous two years you used electricity in breach of any applicable law or code;
- (3) you are new and have refused to provide adequate identification; or
- (4) we decide that you have an unsatisfactory credit rating and you have refused to make payments by an instalment plan.

18.2 The amount of the refundable advance or bank guarantee requested from you will not be more than 37.5%:

- (1) of the amount billed to you in the previous year (if such information is available to us); or otherwise
- (2) of the average amount we have billed to our other Domestic Customers in the last year.

18.3 We will repay the refundable advance and accrued interest, at the Bank Bill Rate accrued daily and capitalised every 90 days, to you by a credit on your next bill, or as directed by you, within 10 Business Days of:

- (1) you completing one years payment by the Due Date; or
- (2) the termination of the Agreement.

18.4 We may use this refundable advance and accrued interest to offset any amount owed by you to us if:

- (1) you have failed to pay a bill which has resulted in the disconnection of supply and you no longer have a right to reconnection; or
- (2) you have vacated the Supply Address, requested disconnection or transferred to another retailer.

18.5 If we use the refundable advance or draw on the guarantee, we will inform you and pay any remaining balance within 10 Business Days of its use.

19. Disputes

- 19.1 You may refer a complaint or dispute to us for internal resolution and we will deal with the matter in accordance with the Australian Standard on Complaints Handling.
- 19.2 If you are not satisfied with Country Energy's response, you may refer the complaint to a higher level within our management structure. If you are still not satisfied with the response you may:
- (1) refer the matter to the Energy and Water Ombudsman (Victoria); or
 - (2) refer the matter to any other relevant external dispute resolution body.
- 19.3 Our contact details and those of other relevant external dispute resolution bodies are listed at the end of this Charter.

20. Customer's Rights

- 20.1 The following is a summary of your rights which are set out in full in the Agreement.
- 20.2 You have the right to:
- (1) be billed at least every three months;
 - (2) receive a bill that includes all information required under the Energy Retail Code and which sets out the different charges payable by you;
 - (3) a bill based on the reading of the meter or, if the meter is not read, on estimated Consumption;
 - (4) request that a bill be reviewed and adjusted if it is incorrect;
 - (5) pay the bill in a number of ways;
 - (6) pay the bill in advance;
 - (7) receive a refund or credit if we have overcharged you;
 - (8) time to pay any amount that has been undercharged;
 - (9) receive interest on a refundable advance;
 - (10) have a refundable advance reimbursed if all bills have been paid on time for one year or on termination of the Agreement;

- (11) request disconnection;
- (12) request historical billing information data;
- (13) request advice on financial counselling and energy efficiency;
- (14) request information on energy concessions;
- (15) request us to consider providing an instalment plan;
- (16) request us to settle a dispute internally or to refer the matter to the Energy and Water Ombudsman (Vic) or other alternative dispute resolution centre;
- (17) be compensated if we wrongfully disconnect your electricity supply; and
- (18) have us procure your reconnection if the cause for disconnection has been settled within 10 Business Days.

21. Customer's Obligations

21.1 The following is a summary of your obligations which are set out in full in the Agreement.

21.2 You must:

- (1) enter into a connection Contract for the physical supply of electricity with the Network Operator;
- (2) sign the required documents necessary to effect our registration as the Customer's retailer;
- (3) pay the bill by the Due Date (and if a bill is disputed, pay the lesser of the amount not in dispute or the average bill);
- (4) pay the specified charge imposed if a payment is dishonoured;
- (5) pay any amount that has been undercharged in the previous 12 months;
- (6) pay a refundable advance or bank guarantee where we are entitled to receive one;
- (7) allow safe, convenient and unhindered access to the Supply Address;
- (8) unless you have asked us to arrange metering services, ensure that meters are installed, maintained and read in accordance with the Rules;

- (9) advise on changes to your details;
- (10) give notice of the date intended to vacate the Supply Address and provide a new forwarding address; and
- (11) not transfer the Agreement without our consent.

22. Additional Rights and Obligations of Country Energy

22.1 We have the right to:

- (1) adjust the bill if there is a mistake;
- (2) use the refundable advance or security to pay any amounts unpaid;
- (3) share information subject to applicable laws, codes or guidelines;
- (4) suspend the performance of any obligation if it is unable to be performed due to circumstances beyond our control; and
- (5) terminate the Agreement or procure your disconnection if you do not pay amounts owing, fail to pay a refundable advance or deny access to the meters and we have followed the disconnection and payment difficulties procedures set out in the Agreement.

23. Relevant Codes

23.1 Energy Retail Code: this prescribes minimum standards that must be included in the Agreement between a retailer and certain small or residential customers.

23.2 Electricity Distribution Code: this sets out the conditions for the safe, efficient and reliable distribution of electricity to the Supply Address.

23.3 Electricity Customer Metering Code: this sets out the regulated standards of metering for the sale of electricity to Customers including you.

24. Applicable Laws and Regulatory Instruments

Trade Practices Act 1974 (Cth) and Fair Trading Act 1999 (Vic)

Both Acts regulate trading practices and in certain circumstances give rights to the Customer in relation to Agreements for goods and services.

National Electricity Rules

These govern the operation of the National Electricity Market.

Electricity Retail Licence

This authorises us to retail electricity to customers including you in accordance with certain terms and conditions.

Electricity Industry Guidelines

The ESC publishes guidelines from time to time with which we must comply. These may be obtained directly from the ESC.

25. Contact Details

Retailer **Country Energy**
30 Morisset Street
QUEANBEYAN NSW 2620

Phone **13 23 56** - 24hrs, 7 days a week

Website **<http://www.countryenergy.com.au/>**

Network Operator: Please contact Country Energy for details of the Network Operator.

Energy and Water Ombudsman (Victoria):

GPO Box 469D
Melbourne VIC 3001

Freecall 1800 500 509

Freefax 1800 500 549

Interpreter 131 450

TTY 1800 500 529

Website <http://www.ewov.com.au/>

Essential Services Commission (ESC):

Level 2
35 Spring Street
Melbourne 3000

Phone (03) 9651 0222

Fax (03) 9651 3688

Website <http://www.esc.vic.gov.au/>

For more information

For more information regarding account enquiries, energy efficiency advice, and Country Energy's range of products and services please call **13 23 56** or visit **www.countryenergy.com.au**