

STANDING OFFER TERMS AND CONDITIONS FOR ELECTRICITY RETAIL SERVICES - VICTORIA

1. Introduction

1.1 Country Energy is a Victorian electricity retail supplier whose contact details are:

Address: Country Energy
PO Box 718
Queanbeyan, NSW 2620

30 Morisset Street, Queanbeyan, NSW.

Phone: 13 23 56

Website: www.countryenergy.com.au

1.2 The meaning of any terms and expressions capitalised in this Agreement are explained in clause 2 of this Agreement.

1.3 The supply of electricity to the Customer's Supply Address is based on the terms and conditions set out in this Agreement.

2. Definitions and Interpretation

2.1 In this Agreement unless the contrary intention appears

Additional Retail Charge means a charge relating to the sale of electricity by Country Energy to the Customer other than a charge based on an applicable tariff and which must be fair and reasonable having regard to related costs incurred by Country Energy.

AEMC: means the Australian Energy Market Commission.

Agreement: means this contract between Country Energy and the Customer together with any schedules and annexures forming part of this document.

Australian Standard on Complaints Handling: means the Australian Standard ISO 10002:2004, MOD as published by Standards Australia from time to time.

Billing Period: means at least every 3 months.

Business Customer: means a Customer who is not a Domestic Customer who consumes less than 40 MWh of electricity per year.

Business Day: means a day not being a Saturday or Sunday or a public holiday in Victoria.

Change of Control: means that the persons or entities who collectively are able to control the Customer, whether directly or indirectly, at the date of this Agreement cease to have such control.

Charter: means the Country Energy Victorian Retail Customer Charter.

Commencement Date: means the date the Customer accepts Country Energy's Standing Offer.

Connection Costs: means any costs levied by the Network Operator for connecting the Supply Address to the distribution network or the transmission network, as the case may be.

Consumption: means the quantity of electricity consumed at the Supply Address.

Customer: means you, being a Relevant Customer.

Customer's Proportion: means an amount calculated by Country Energy, in accordance with any applicable laws, based on Consumption if the relevant cost is referable to Consumption, and otherwise based on other factors including but not limited to the Customer's size, the location of the Supply Address or other relevant factor. Country Energy will determine the period over which the cost should be amortised and charged to the Customer.

Default Use of System Agreement: means the Default Use of System Agreement approved by the ESC for use by the Customer's relevant Network Operator.

Domestic Customer: means any Customer who purchases electricity principally for personal, household or domestic use at the Supply Address and as defined in the Energy Law.

Due Date: means the date determined in accordance with clause 11.1.

Electricity Distribution Code: means the Electricity Distribution Code as published by the ESC from time to time.

Electricity Industry Act: means the Electricity Industry Act 2000 (Victoria).

Energy Charges: means the charges payable by the Customer for electricity Country Energy sells to the Customer at the Supply Address and any other additional goods or services Country Energy provides to the Customer at the tariffs set out in the Victorian Retail Price List. Subject to the Energy Law, the rates may vary if a Relevant Event occurs as set out in clause 6 of this Agreement.

Energy Law, means all rules, regulations, codes, statutes, guidelines, licences, legislation, orders in council, tariffs, proclamations, direction or standards, including the Energy Retail Code that regulate participants of the energy industry in Victoria as varied or replaced from time to time.

Energy Retail Code: means the Energy Retail Code as published by the ESC from time to time.

ESC: means the Essential Services Commission.

Expiry Date: means the date that the Agreement is terminated under clause 17.

Extended Period: means the period specified in the relevant Continuation Notice.

Financial Institution: means the financial institution through which the Customer arranges to pay Electricity Charges to Country Energy.

Force Majeure: in relation to a party, means any event outside the affected party's control including, but not limited to, an act of God, fire, lightning, explosion, flood, insurrection or civil disorder, war or military operation, sabotage, vandalism, embargo, government action, compliance in good faith with any law, regulation or direction by any federal, state or local government or authority, any network failure, any failure on the part of the Network Operator or a generator and industrial disputes of any kind.

Green Energy: means electricity sourced from renewable energy sources and/or green energy rights associated with the generation of electricity from renewable energy sources.

GST: has the meaning given in clause 26.1.

Loss Factor: means the multiplier required to adjust for transmission and distribution network losses relevant to electricity supply to the Supply Address, as permitted by NEMMCO or a State governmental body as applicable.

Market Charges: means the Customer's Proportion of any Participant Fees and other charges levied on Country Energy under the Rules by NEMMCO or by any other authorised party.

Metering Charges: means all charges, in relation to the provision of metering services set out in clause 7.1:

- (1) levied on Country Energy by a metering provider or metering data provider; or
- (2) in accordance with Country Energy's standard rates for metering services where Country Energy provides the metering services.

Metering Reversion and Contract Termination Guideline: means Electricity Industry Guideline No. 12 - Metering Reversion and Contract Termination as published by the ESC from time to time.

MWh: means Mega Watt hour which is a unit of measure for electricity consumption.

National Electricity Law: means the National Electricity Law as scheduled to the National Electricity (South Australia) Act 1996.

NEMMCO: means the National Electricity Market Management Company Limited.

Network Charges: means all charges levied by the Network Operator from time to time in respect of the Supply Address for use of the distribution network or the transmission network.

Network Operator: means the entity that operates the electricity distribution or transmission network used to deliver electricity to the Supply Address.

Participant Fees: has the meaning given in the Rules.

Parties: means Country Energy and the Customer and "Party" means any one or both of the Parties as the context requires.

Relevant Codes: means the Energy Retail Code, the Electricity Distribution Code and the Electricity Consumer Metering Code as published by the ESC from time to time

Relevant Customer: means a Customer to whom an Order under section 36(3) of the Electricity Industry Act applies.

Relevant Event: means, subject to the Energy Law, the events described in clause 6.2.

Retail Services: means the service of registering with NEMMCO in order to permit electricity to be sold to the Customer's Supply Address and the associated services set out in this Agreement.

Rules: means the National Electricity Rules as published by the AEMC from time to time.

Standing Offer means an offer by us to supply and sell electricity to a Customer at that Customer's Supply Address in accordance with the tariffs and terms and conditions published by Country Energy from time to time under section 35 of the Electricity Industry Act.

Start Date: means the date that all of the following have occurred:

- (1) the date metering has been installed; and
- (2) the date that Country Energy becomes financially responsible for the Supply Address in accordance with any Energy Laws and the procedures established by NEMMCO from time to time.

Supply Address: means the premises at which you take supply of electricity from Country Energy and, if more than one, each of them.

Utility Grant Relief Scheme: means the Utility Grant Relief Scheme as administered by the Department of Human Services.

Victorian Retail Price List: means the list of tariffs determined by Country Energy to apply to Customers in Victoria and published by Country Energy from time to time and available on the Country Energy website.

2.2 In this Agreement unless the contrary intention appears:

- (1) all dollar amounts are expressed in Australian dollars;
- (2) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (3) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

2.3 Capitalised words which are not defined in this Agreement have the same meaning as in the Rules.

3. Supply of Electricity

3.1 Subject to clauses 3.3 and 4.1, Country Energy agrees to provide Retail Services to the Customer and the Customer agrees to purchase electricity from Country Energy at the Supply Address on the terms and conditions of this Agreement from the Start Date.

3.2 The Customer acknowledges that the physical delivery of electricity to the Supply Address is made by the Network Operator and is not part of the Retail Services provided by Country Energy under this Agreement.

3.3 Country Energy will use all reasonable and practicable efforts to comply with the requirements for quality and reliability of the Retail Services and response times provided under this Agreement.

4. Customer Obligations

4.1 The Customer is deemed to have a connection Contract with the Network Operator.

4.2 Country Energy will arrange connection services between the Customer and the Network Operator unless the Customer requests otherwise. Country Energy will connect the Customer at the Customer's Supply Address as soon as practicable after the Customer applies for connection and, in accordance with the requirements of the Energy Retail Code, will request the Network Operator to connect the Customer. From the date that

the Supply Address is physically connected, the Customer must ensure that the Supply Address remains physically connected to its local distribution network.

- 4.3 The Customer must sign the required documents necessary to effect registration of Country Energy as the Customer's chosen retailer under the Relevant Codes.
- 4.4 The Customer must provide authorised representatives with safe and unhindered access to the Supply Address, for any purpose connected with this Agreement or any applicable law.

5. Electricity Charges

5.1 The Customer must pay Country Energy for:

- (1) Consumption of:
 - (a) Energy Charges;
 - (b) Metering Charges;
 - (c) Network Charges;
 - (d) Market Charges;
 - (e) Loss Factors;
- (2) if Country Energy is permitted to do so under the Energy Retail Code, any Additional Retail Charges incurred by the Customer from time to time; and
- (3) any Connection Costs.

5.2 The Customer acknowledges that Country Energy may include in its bill Network Charges and Metering Charges owing to third party providers, whether Country Energy is billed directly by the Network Operator or metering data provider, or Country Energy bills the Customer on behalf of the Network Operator or metering data provider.

5.3 If the metering equipment at the Supply Address malfunctions or registers incorrectly, giving rise to an error in registration (as prescribed by an Energy Law from time to time), or metering data is not available for any reason, Country Energy will estimate the Customer's Consumption based on the Customer's historical data. Unless otherwise permitted by the relevant Codes or Rules, Country Energy will adjust the bill if a reliable meter reading is subsequently obtained in accordance with the terms set out in clause 8.

5.4 Charges for the supply of electricity will accrue day by day.

5.5 If the Customer has denied Country Energy access to the meter and a bill has been issued based on an estimate, the Customer may subsequently request that the bill be replaced with a bill based on an actual reading of the meter. If a subsequent bill is issued, Country Energy may impose an Additional Retail Charge for costs incurred in responding to the Customer's request.

5.6 For the avoidance of doubt, unless otherwise expressly stated, any consideration expressed to be payable or to be provided under any clause in this Agreement for any supply made under or in connection with this Agreement is exclusive of any GST and GST will be payable by the Customer in accordance with clause 26.

6. Variation in Charges

- 6.1 Country Energy may amend the Energy Charges at any time, but no more than once every 6 months, by notice published on the Country Energy website in its Retail Price List. If Country Energy is required by an Energy Law to do anything further in order to amend this Agreement, Country Energy will do so. Any variation to the tariffs will occur in accordance with clause 28.3.
- 6.2 For the purpose of this Agreement, a “Relevant Event” means the introduction or happening of any of the following or a change to any of the following after the Commencement Date:
- (1) any tax, levy or duty that is imposed or passed on to Country Energy by any government or semi-governmental or other body, including, without limitation, consumption, goods and services or value added tax, production tax, energy tax, carbon tax or greenhouse gas emissions tax, environmental tax or any other tax, levy or duty, of similar purpose or effect; or
 - (2) any cost, levy or charge in connection with participating in the National Electricity Market or acquiring electricity (including the cost of complying with obligations to acquire electricity from renewable resources) which Country Energy is required to pay.
- 6.3 If a Relevant Event occurs, then, subject to the Energy Law and clause 6.1, Country Energy may charge the Customer, and the Customer must pay the Customer’s Proportion. The Customer’s Proportion may be passed through as a separate charge in the Customer’s bill or by revising the Energy Charges.

7. Metering and Metering Charges

- 7.1 Unless otherwise agreed with the Customer, Country Energy agrees to arrange the metering services set out in clause 8.
- 7.2 The Customer agrees to co-operate with Country Energy in relation to all reasonable requirements relating to the metering equipment’s installation, maintenance and data reading. This includes allowing Country Energy’s authorised representatives convenient, safe and unhindered access to the Supply Address. Country Energy’s authorised representatives must carry or wear official identification and on request show that identification to the Customer when accessing the Customer’s Supply Address and meter to read the meter for connection, disconnection and reconnection.
- 7.3 The Customer acknowledges that the metering equipment supplied by or on behalf of Country Energy remains the property of the person supplying it.
- 7.4 The Customer will ensure that any metering equipment or other service equipment installed at the Supply Address and not owned by the Customer is not damaged or interfered with.
- 7.5 The Parties agree that the provisions relating to metering set out in the Rules are to apply to metering disputes under this Agreement.
- 7.6 The Customer agrees that if it has not asked Country Energy to arrange the metering services set out in clause 8, then the Customer shall ensure the meters are installed, maintained and read in accordance with the Rules.

- 7.7 Consumption by the Customer will be measured at least once every 12 months.
- 7.8 If any equipment is illegally connected Country Energy may rectify the connection and the Customer will be liable to pay a fee in accordance with the Energy Laws.

8. Metering services

8.1 Unless otherwise agreed, Country Energy 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.

8.2 If metering equipment at the Supply Address malfunctions or metering data is not available, Country Energy will estimate the Customer's Consumption based on the Customer's historical data.

8.3 The Customer must:

- (1) unless it has asked Country Energy to arrange metering services, arrange for meters to be installed, maintained and read in accordance with the Rules; and
- (2) allow Country Energy's authorised representatives safe, convenient and unhindered access to the meter and Supply Address.

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

9. Bills

9.1 Country Energy will issue bills to the Customer for all charges due under this Agreement for each Billing Period based on the reading of a meter or estimated Consumption which will include the following information :

- (1) the Customer's name, account number, postal address and each relevant Supply Address, national meter identifier (NMI) and NMI checksum;
- (2) the period covered by the bill;
- (3) whether the bill is based on a meter reading or is an estimated bill;
- (4) the dates and amounts of Consumption of the previous and current Billing Periods (or estimates) in kilowatt hours;
- (5) the total amount owed by the Customer;
- (6) the Due Date for payment;
- (7) the amount of any arrears, credit or refundable advance;

- (8) the relevant tariff(s) applicable to the Customer;
- (9) a summary of payment methods accepted by Country Energy and any payment and arrangement options;
- (10) Country Energy's telephone numbers for enquires and 24 hour emergencies;
- (11) details of interpretation services;
- (12) if the bill is a reminder notice, contact details for Country Energy's complaints handling procedure;
- (13) information concerning greenhouse gas omissions which will include:
 - (a) the amount of disclosable emissions associated with the amount of electricity to which the bill relates;
 - (b) to the extent that data is available as to the amount of electricity consumed, the amount of disclosable emissions associated with the amount of electricity to which each previous bill related within the past 12 months;
 - (c) a graphic representation of the data referred to in paragraphs 9.1(13)(a) and 9.1(13)(b) above, with adequate explanation of the graph; and
 - (d) the website address: www.greenhousegases.gov.au; and
- (14) details of electric bulk hot water charges in accordance with the requirements of the Energy Retail Code.

9.2 In addition, bills sent to Domestic Customers will include details of the availability of concessions.

9.3 If the bill issued covers a period that is not the usual Billing Period, Country Energy will proportion the charges to the appropriate period and clearly show relevant details on the bill.

9.4 If Country Energy provides the Domestic Customer with goods and services other than for the sale of electricity, Country Energy will issue a separate bill or include the charge as a separate item on the bill, together with a description of the other goods and services provided.

9.5 Country Energy will apply payments as directed by the Domestic Customer and otherwise payment will be applied to the charges for electricity before applying payment in respect of the other goods or services.

9.6 Country Energy may place the Customer on a shortened collection cycle if Country Energy has complied with the relevant procedures in clause 10.

10. Shortened Collection Cycle

10.1 Where a Customer is experiencing payment difficulties Country Energy may at its discretion place the Customer on a shortened collection cycle if Country Energy has given the Customer:

- (1) reminder notices for 3 consecutive bills or disconnection warnings for 2 consecutive bills; and
- (2) prior to the third reminder notice or the second disconnection notice, a notice informing the Customer that:
 - (a) receipt of the third reminder notice or second disconnection warning may result in the Customer being placed on a shortened collection cycle;
 - (b) being on the shortened collection cycle means the Customer will not receive any reminder notices until the Customer has paid 3 consecutive bills on time;
 - (c) alternative payment options may be available; and
 - (d) further information may be obtained from Country Energy on a specified telephone number.

10.2 In the case of a Domestic Customer, Country Energy must also have complied with clause 13.2.

10.3 Country Energy will inform the Customer that the Customer has been placed on a shortened collection cycle within 10 Business Days of doing so.

11. Payment

11.1 The Customer must pay the bill by the date specified in the bill being 12 Business Days from the date of the bill.

11.2 Payment shall be without deduction or set off and may be made by:

- (1) cheque by mail;
- (2) telephone by credit card;
- (3) direct debit; or
- (4) cash in person at any of Country Energy's agents.

11.3 Before a direct debit arrangement commences, Country Energy and the Customer must agree on the amount, date and frequency of debits and another payment method to apply if the Customer cancels the direct debit arrangement and other matters required by the Energy Retail Code. The Customer must notify Country Energy as soon as practicable if it has cancelled the direct debit arrangement.

11.4 The Customer may also pay the bill in advance.

11.5 The Domestic Customer must pay any charge imposed on Country Energy if payment is dishonoured or reversed.

11.6 If the Business Customer pays Country Energy's bill using a method which results in Country Energy incurring a merchant service fee, Country Energy may recover the fee from the Business Customer.

12. Disputes and Rectification of Bills

12.1 The Customer may ask Country Energy to review a bill and the Customer must, in such circumstances, pay the lesser of:

- (1) the amount not in dispute; or
- (2) an amount that is the equivalent to the average of the Customer's bills in the previous 12 months.

12.2 If Country Energy confirms the bill is correct, the Customer must either pay the remainder of the bill or request Country Energy to arrange a meter test in accordance with the Energy Law. If the meter test finds the bill to be correct, the Customer must pay the unpaid amount and the cost of the test. If the bill is incorrect, Country Energy will adjust the bill accordingly.

12.3 If Country Energy becomes aware that it has overcharged the Customer:

- (1) by an amount of \$50 or less, Country Energy will credit the amount to the next bill issued to the Customer after Country Energy becomes aware of the overcharging;
- (2) by an amount exceeding \$50, Country Energy will inform the Customer within 10 business days after becoming aware of the overcharging and will repay any amount overcharged by crediting the Customer's next bill or as otherwise reasonably directed by the Customer.

12.4 If Country Energy becomes aware that it has undercharged the Customer or not charged the Customer, Country Energy may recover the amount undercharged in the 9 months up to the date on which Country Energy notifies the Customer that the undercharging is occurring where the undercharging results from a failure of Country Energy's billing system.

12.5 Where the undercharging results from reasons other than a failure in Country Energy's billing system, Country Energy may recover no more than the amount undercharged in the 12 months prior to the date on which Country Energy notifies the Customer that the undercharging is occurring.

12.6 Country Energy may issue a bill for the undercharged amount or include the undercharged amount as a separate item on the Customer's next bill together with an explanation of the amount. Country Energy will not charge interest on the undercharged amount and, on request by the Customer, Country Energy will allow the Customer to pay the amount undercharged over a period equal to the period when undercharging occurred.

13. Payment Difficulties

13.1 If the Customer anticipates that it will be unable to pay a bill by the Due Date, the Customer must contact Country Energy and may ask to pay the bill by an instalment plan. The instalment plan must comply with the requirements set out in clause 14.

13.2 If a Domestic Customer experiencing financial difficulties contacts Country Energy and that Domestic Customer and Country Energy cannot agree on an alternative payment arrangement or if Country Energy considers that a Customer is experiencing difficulties making payments, Country Energy will:

- (1) assess in a timely way whatever information the Customer provides or Country Energy otherwise has concerning the Customer's capacity to make payments (taking into account advice from an independent financial counsellor if Country Energy is unable to adequately make that assessment);
- (2) on request, give the Customer documentary evidence of Country Energy's assessment;
- (3) offer the Customer an instalment plan unless the Customer has failed to comply with 2 instalment plans in the previous 12 months and has not provided reasonable assurance to Country Energy that the Customer is willing to meet payments under a new instalment plan; and
- (4) provide the Customer 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.

13.3 Where a Domestic Customer is experiencing payment difficulties, Country Energy will consider conducting an energy efficiency field audit to assist the Customer in addressing payment difficulties. The parties will agree on the terms of the audit.

13.4 Country Energy may not commence debt recovery proceedings whilst the Customer continues to make payments under an agreed instalment plan or, in the case of a Domestic Customer, unless Country Energy has complied with clause 13.2. Any proceedings for debt recovery will comply with any guidelines issued by the Australian Competition and Consumer Commission from time to time.

14. Instalment Plan

14.1 If Country Energy and the Customer agree to enter into an instalment plan, the agreement will cover the period of the plan, the amount of the instalments (which will reflect the Customer's consumption needs and capacity to pay), the number of instalments and how the amount of the number of instalments is calculated, the amount of the instalments which will pay the Customer's arrears (if any) and estimated Consumption during the period of the plan.

14.2 The amount of the instalments will be based on the Customer's estimated Consumption which shall be monitored. Country Energy shall recalculate the instalments if the Customer's actual Consumption results in the Customer being in significant credit or debt at the end of the plan.

14.3 In addition to an instalment plan for paying arrears and continued Consumption, Country Energy shall offer Domestic Customers an instalment plan under which the Domestic Customer can make payments in advance towards the next bill. Country Energy can give the Customer information on energy efficiency and independent financial counsellors if requested.

14.4 Country Energy will consider any reasonable request from a Business Customer for, and may impose an Additional Retail Charge on the Business Customer if they enter into, an instalment plan.

15. Disconnection and Reconnection

15.1 Country Energy may discontinue the supply of electricity to the Supply Address if the period of supply under this Agreement ends or if the person who owns or occupies the Supply Address has:

- (1) failed to provide any security, required by clause 24, for payment of charges related to the supply of electricity or connection services arranged;
- (2) failed to pay an amount due to Country Energy under the Agreement with respect to the supply of electricity or connection services arranged by Country Energy (unless it is the first instalment under the Customer's first instalment plan);
- (3) denied Country Energy's officers/agents access to the meter for 3 consecutive bills;
- (4) refused when required to provide acceptable identification (if the Customer is a new Customer of Country Energy); or
- (5) requested to be disconnected,

and Country Energy has complied with relevant procedures set out in clause 16 and, in the case of a Domestic Customer, clause 13.2.

15.2 The Customer may request reconnection of electricity and Country Energy will use all reasonable endeavours to procure the reconnection of the Customer 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.

15.3 Where Country Energy disconnects the supply of electricity to the Supply Address without following the procedures and requirements referred to in this document, Country Energy will provide all or any compensation to the Customer in accordance with the Energy Law.

16. Disconnection Procedure

16.1 Where Country Energy has a right to procure the disconnection of the Customer under the Agreement because the Customer has not paid its bill, Country Energy will not exercise that right unless it has:

- (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 the Customer is 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 the Customer is 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 the Customer that the Customer may be disconnected 7 Business 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 (Vic);
- (4) if requested, offered advice on financial assistance; and
- (5) if the Customer is on a shortened collection cycle, contacted the Customer in person or by telephone to advise of the imminent disconnection.

16.2 Country Energy will only procure disconnection for non-payment of a bill if:

- (1) the Customer fails to provide reasonable assurance that it will pay the bill or, having made such assurance:
 - (a) has failed to pay the bill by the agreed Due Date (this does not apply if Country Energy and the Customer have agreed to a new payment arrangement); or
 - (b) does not agree to a new payment arrangement within 5 Business Days after the date of receipt of the disconnection warning; or
 - (c) does not make payments under such a new payment arrangement; and
 - (d) in the case of a Domestic Customer, Country Energy has complied with clause 13.2 and used its best endeavours to contact the Domestic Customer in person or by telephone and the Domestic Customer has not accepted an instalment plan within 5 Business Days of being offered the plan.

16.3 Country Energy may also procure the disconnection of the Customer, if the Customer:

- (1) denies Country Energy's authorised representatives access to the meter for 3 consecutive bills; and
 - (a) Country Energy has used its best endeavours to contact the Customer personally to request access to the meter; and
 - (b) each time the Customer's meter has been inaccessible, Country Energy's authorised representatives has given the Customer a notice requesting access to the Customer's meter; and
 - (c) Country Energy has issued a disconnection warning asserting that disconnection may occur 7 Business Days from receipt of the notice if access is not given and the Customer's meter continues to be inaccessible; or
- (2) refuses when required by Country Energy to provide acceptable identification or lodge security as required by the terms of the Agreement and Country Energy has issued a disconnection warning stating that disconnection may occur 10 Business Days from receipt of the notice and the Customer has continued not to provide the required identification or security; or

(3) has requested it.

16.4 Country Energy will not procure disconnection:

(1) for non payment of a bill if:

- (a) the amount owed by the Domestic Customer is less than \$120 or the Domestic Customer has formally applied for a Utility Relief Grant and a decision on the application has not been made;
- (b) the Customer has 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) the only amount due is not related to the sale of electricity; or

(2) if, unless otherwise requested by the Customer, it is later than 2pm for Domestic Customers or 3pm for Business Customers on a Business Day, or it is a Friday, a weekend, a public holiday or the day before a public holiday;

(3) if the Customer's address is registered as a life support machine address; or

(4) if the Customer is a Domestic Customer and their failure to pay a bill occurs through the Domestic Customer's lack of sufficient income, until Country Energy has assessed the Domestic Customer's capacity to pay in accordance with the clauses 13.2 and 13.3 and used its best endeavours to contact the Domestic Customer in person or by telephone, and the Domestic Customer has not accepted an instalment plan within five business days of Country Energy's offer.

17. Term and Termination

17.1 This Agreement commences on the Commencement Date and continues until the Expiry Date or until it is terminated in accordance with this clause 17 .

17.2 The Customer may terminate this Agreement by giving Country Energy at least 28 days notice of its intention to do so.

17.3 This Agreement will terminate if:

(1) the Customer breaches this Agreement and:

- (a) the breach is one conferring on Country Energy a right to disconnect the Customer under clause 15.1, Country Energy has disconnected the Customer at all relevant Supply Addresses and the Customer no longer has a right under clause 15.2 to be reconnected; or
- (b) the Customer and Country Energy enter into a new electricity agreement, or the Customer has transferred to another retailer, in respect of all relevant Supply Addresses,

(whichever occurs first).

(2) the Customer ceases to be a Relevant Customer; or

- (3) either party to this Agreement becomes bankrupt or insolvent, in which case the effective date of such termination will be the date that Country Energy ceases to be registered as the Customer's retailer of choice under procedures established under the Rules and Country Energy will ensure that that date is after the date on which the Customer's right to reconnection under clause 15.2 has expired.

17.4 The termination of this Agreement will not be effective until:

- (1) if the Agreement is terminated because the Customer and Country Energy enter into a new energy contract for the relevant Supply Address, the expiry of any cooling-off Period in respect of the new energy contract;
- (2) if the Agreement is terminated because the Customer wants to transfer to another retailer in respect of the Supply Address, when the other retailer becomes responsible for the Supply Address; or
- (3) if the Agreement is terminated in connection with a relevant Supply Address having been disconnected, when the customer no longer has a right to be reconnected.

(whichever occurs last).

17.5 Country Energy may request the Network Operator to disconnect the electricity supply to the Supply Address with effect from the effective date of termination of this Agreement. If Country Energy does so, Country Energy must comply with the minimum procedures for disconnection set out in clause 16.

17.6 If the Customer has failed to pay any amount due under the Agreement and the failure continues for more than 60 days, Country Energy may inform a credit agency of the Customer's failure to pay.

17.7 If this Agreement applies to more than one Supply Address and it is terminated in respect of one or more (but not all) of the Supply Addresses, it will continue in relation to the Supply Addresses in respect of which it has not been terminated.

18. Vacating the Supply Address

18.1 The Customer must give Country Energy notice of the date it intends to or has vacated the Supply Address and a forwarding address to which a final bill may be sent (**Vacation Notice**).

18.2 The Customer will be liable to pay Country Energy for the Consumption until the earliest of:

- (1) three Business Days after the date specified in the Vacation Notice to Country Energy or the date the Customer actually vacates (whichever occurs last);
- (2) in the case of a Customer who is evicted or forced to vacate, the date of the Vacation 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.

18.3 Country Energy may procure the disconnection of the Supply Address at any time after the Customer has vacated the Supply Address.

19. Force Majeure

19.1 An obligation of a Party under this Agreement (other than in respect of an obligation to pay money) will be suspended during the time and to the extent that the Party is prevented from or delayed in complying with that obligation by Force Majeure, provided that Party complies with its obligations under clause 19.2 in respect of that Force Majeure.

19.2 A Party affected by Force Majeure must give to the other Party prompt notice of that fact, including an estimate of its likely duration, the obligations affected by it, the extent of its effect on those obligations and the steps or proposed steps taken by the party to remove, overcome or minimise its effects. The Party affected by Force Majeure must take reasonable steps to promptly remove or mitigate the relevant Force Majeure, except that the Party will not be obliged to settle a strike, lockout, boycott or other industrial dispute.

20. Information

20.1 The Customer must inform Country Energy as soon as possible of any change to their details.

20.2 Country Energy will on request give the Domestic Customer a copy of the Charter when the Agreement commences and on request and in large print if requested.

20.3 Country Energy will on request and on payment of an Additional Retail Charge give the Customer a copy of the Energy Retail Code in large print if requested. Country Energy will inform the Customer, as soon as possible, of any amendments to the Energy Retail Code which materially affect the Customer's rights, entitlements and obligations.

20.4 Country Energy will on request provide the Customer with:

- (1) energy efficiency advice;
- (2) information on Energy Charges and any other charges in the Customer's bill relating to the sale or supply of electricity; and
- (3) a copy of the 'Interim Operating Procedure – Compensation for Wrongful Disconnection' as published by ESC from time to time.

20.5 Country Energy will on request provide a Domestic Customer with information regarding all concessions, rebates and grants which may be available to the Domestic Customer.

21. Billing Data

21.1 Country Energy will retain the Customer's billing data for at least 2 years.

21.2 Country Energy will use its best endeavours to provide billing data to the Customer, or to an ex-Customer, within 10 Business Days of a request for such data being made.

21.3 Country Energy may impose an Additional Retail Charge for providing the data to an ex-Customer but, in relation to existing Customers, only if the request is not the first request made by the Customer within the preceding year or is for a period beyond the previous 2 years (unless the information is required for settling a dispute, in which case no charge may be made).

22. Confidentiality and Information Provision

22.1 Unless otherwise specifically provided for under this Agreement, all commercially sensitive information exchanged under this Agreement including its terms, is strictly confidential between the Parties and must not be disclosed to any other person except:

- (1) with the consent of the party who supplied the information; or
- (2) if required by law, or any government authority having jurisdiction over either party or this Agreement, or in connection with legal proceedings relating to this Agreement; or
- (3) if the information is generally and publicly available other than as a result of breach of confidentiality by the Party receiving the information.

This clause 22.1 continues for a period of 3 years following the expiration or earlier termination of this Agreement.

22.2 Country Energy will comply with any guideline issued by the ESC relating to the use or disclosure of personal information about the Customer.

23. Liabilities of Country Energy

23.1 Notwithstanding any other provision of this Agreement, nothing in this Agreement is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

23.2 Except as expressly set out in this Agreement, any representation, warranty, condition or undertaking which would be implied in this Agreement by law, is excluded to the maximum extent permitted by law.

23.3 Country Energy's liability, if any, under this Agreement is limited to the maximum extent permitted by section 68A of the *Trade Practices Act 1974*. That is, in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption, Country Energy's liability for breach of this Agreement is limited to (at Country Energy's option):

- (1) in the case of goods being energy:
 - (a) the replacement of the energy or the supply of equivalent energy; or
 - (b) the payment of the cost of replacing the energy or of acquiring equivalent energy; or
- (2) in the case of services:
 - (a) the supply of the service again; or

(b) the payment of the cost of having the services supplied again.

23.4 The Customer acknowledges that the terms of this Agreement do not represent a waiver by Country Energy of, or an agreement to vary or exclude, any limitation of Country Energy's liability under sections 119 or 120 of the National Electricity Law or section 117 of the Electricity Industry Act.

23.5 Business Customers must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of the Business Customer, which may result from poor quality, or reliability of energy supply.

23.6 Country Energy does not guarantee the quality, frequency or continuity of the electricity delivered to the Customer's Supply Address.

24. Security

24.1 Country Energy may obtain a credit report on the Customer and may make enquiries into the Customer's credit record in order to determine whether the Customer has a satisfactory credit rating.

24.2 A Business Customer must on request, provide a refundable advance or bank guarantee to Country Energy if Country Energy decides that it is fair and reasonable in the circumstances for the Business Customer to do so.

24.3 A Domestic Customer must provide a refundable advance or bank guarantee if:

- (1) the Domestic Customer has left a previous Supply Address or has transferred from another retailer and still owes Country Energy or the former retailer more than \$120;
- (2) in the previous 2 years the Domestic Customer used electricity in breach of any applicable law or code;
- (3) the Domestic Customer is new and has refused to provide adequate identification; or
- (4) Country Energy decides that the Domestic Customer has an unsatisfactory credit rating (in accordance with the Energy Retail Code) and the Domestic Customer has refused to make payments by an instalment plan.

24.4 The amount of the refundable advance or bank guarantee requested from a Domestic Customer must not be more than 37.5%:

- (1) of the amount billed to the Domestic Customer in the previous year (if such information is available to Country Energy); or otherwise
- (2) of the average amount Country Energy has billed to its other Domestic Customers in the last year.

24.5 Country Energy will repay the refundable advance and accrued interest, at the Bank Bill Rate (being the average 90 day bid rate quoted on the Reuters monitor systems page "BBSY" or if no rate is quoted the bid rate available to Country Energy for 90 days bank bills) accrued daily and capitalised every 90 days, to the Customer by a credit on the Customer's next bill, or as directed by the Customer, within 10 Business Days of the:

- (1) Business Customer completing 2 years payment or the Domestic Customer completing 1 years payment by the Due Date; or
- (2) termination of the Agreement.

24.6 Country Energy may use this refundable advance and accrued interest to offset any amount owed by the Customer to Country Energy if:

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

24.7 If Country Energy uses the refundable advance or draws on the guarantee, Country Energy will inform the Customer and pay any remaining balance within 10 Business Days of its use.

25. Dispute Resolution

25.1 The Customer may refer a complaint or dispute to Country Energy for internal resolution and Country Energy will deal with the matter in accordance with the Australian Standard on Complaints Handling.

25.2 If the Customer is not satisfied with Country Energy's response, the Customer may refer the complaint to a higher level within Country Energy's management structure. If the Customer is still not satisfied with the response the Customer may:

- (1) refer the matter to the Energy and Water Ombudsman (Vic); or
- (2) refer the matter to any other relevant external dispute resolution body.

25.3 The contact details for Country Energy and the relevant external dispute resolution bodies are contained in Appendix 1.

26. Goods and Services Tax

26.1 In this clause:

- (1) "GST" means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* as amended from time to time ("GST Act") or any replacement or other relevant legislation and regulations;
- (2) An expression or word used in this clause which has a particular meaning in the "GST law" (as defined in the GST Act), or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires; and
- (3) A reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the representative member of any GST group of which that party is a member.

- 26.2 Unless GST is expressly included, the consideration expressed to be payable or to be provided under any clause in this Agreement for any supply made under or in connection with this Agreement does not include GST.
- 26.3 To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration otherwise payable or provided for that taxable supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the taxable supply, and subject to receipt of an effective tax invoice, is payable at the same time.
- 26.4 If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST payable on a taxable supply (taking into account any decreasing or increasing adjustments in relation to the taxable supply) varies from the GST payable by the recipient under clause 26.4(3):
- (1) The supplier must provide a refund or credit to the recipient, or the recipient must pay a further amount to the supplier, as appropriate;
 - (2) The refund, credit or further amount (as the case may be) will be calculated by the supplier in accordance with the GST law; and
 - (3) The supplier must notify the recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. If there is an adjustment event in relation to the supply, the requirement for the supplier to notify the recipient will be satisfied by the supplier issuing to the recipient an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.
- 26.5 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Agreement.
- 26.6 If a payment to a party under this Agreement is a payment by way of reimbursement or indemnity and is calculated by reference to the GST inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for GST pursuant to clause 26.4(3).

27. Privacy & Personal Information

- 27.1 Country Energy respects your privacy. Country Energy collects personal information about you to assist in the operation of Country Energy's business and the delivery of Country Energy's full range of gas, electricity and other products and services. If you do not provide us with this information, Country Energy may not be able to provide you with Country Energy's full range of products or services.
- 27.2 Country Energy may disclose your information to organisations Country Energy engages to assist us with delivering Country Energy's products and services, including reporting and debt collecting agencies, authorised representatives and government or regulatory authorities.
- 27.3 You can request access to the information Country Energy holds about you at any time by writing to Country Energy's Privacy Officer at Country Energy's ordinary mailing address.

27.4 Country Energy's Privacy Policy may be viewed on Country Energy's website at <http://www.countryenergy.com.au>.

28. General

28.1 Waiver

Any waiver by either Party of a breach of this Agreement must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

28.2 Illegal Consumption

Despite clause 12, if Country Energy has undercharged or not charged the Customer because of the Customer's fraud or consumption of electricity otherwise than in accordance with the law, Country Energy may estimate the consumption and take debt recovery action for the unpaid amounts.

28.3 Variation

Country Energy may amend this Agreement without the Customer's prior consent, by notice published on the Country Energy website. If Country Energy is required by an Energy Law to do anything further in order to amend this Agreement, Country Energy will do so. Any variation to this Agreement will take effect from the date specified in the notice published on the Country Energy website and will be notified to the Customer in or with the Customer's first bill after the variation takes effect.

28.4 Assignment

- (1) The Customer may not assign the Agreement without the written consent of Country Energy which consent may be withheld at Country Energy's discretion. Country Energy will exercise its discretion in a reasonable manner and may impose conditions in relation to giving its consent.
- (2) Country Energy may assign its rights or transfer its obligations under this Agreement without the consent of the Customer to a person who acquires all or a substantial portion of the assets of Country Energy's business of retailing electricity.

28.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties.

28.6 Survival

Clauses 5, 6, 7, 11, 12, 18, 22, 23, 24, 25 and 27 will survive the termination of this Agreement.

28.7 Severability

If any part of this Agreement is prohibited, void, voidable, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

28.8 Notices

All notices and bills issued under this Agreement shall be sent to the Supply Address in the Case of the Customer or the address specified in clause 1 in the case of Country Energy or such other address as may from time to time be notified in writing by the Parties to each other. Notices and bills will be deemed to be received:

- (1) in the case of delivery by post, two Business Days after the date of posting;
- (2) in the case of fax, on receipt by the sender of a transmission report from the despatching machine showing the relevant number of pages and the correct destination fax machine number and indicating that the transmission has been made without error, unless the recipient notifies the sender within 24 hours of the fax being sent that the fax was not received in its entirety in legible form;
- (3) in the case of email, on receipt by the sender of a message confirming delivery;
or
- (4) if otherwise delivered before 4pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

28.9 Emergency

In the case of emergency, the Customer may contact the Network Operator whose emergency contact details are set out on the Customer's bill and whose details may be obtained from Country Energy on request.

28.10 Governing Law

This Agreement is governed and will be construed in accordance with the laws of the State of Victoria and the Parties submit to the non-exclusive jurisdiction of the courts of Victoria.

28.11 Additional Rights

All rights associated with the energy sold to the Customer under this Agreement remain with Country Energy and are not transferred to the Customer.

28.12 Green Energy

All rights associated with Green Energy sold to the Customer under this Agreement remain with Country Energy and are not transferred to the Customer, including, without limitation, the right to any renewable energy certificates associated with the Green Energy purchases.

Appendix 1

Contact Details

Retailer:

Country Energy
30 Morisset Street QUEANBEYAN NSW 2620
Tel: 13 23 56 - 24hrs, 7days a week

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

Network Operator:

Please contact Country Energy for details of the Network Operator.

Energy and Water Ombudsman (Vic):

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
Tel: (03) 9651 0222
Fax: (03) 9651 3688

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