



Electricity Supply Terms and Conditions

New South Wales & Queensland

March 2019

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1. About these terms

These terms form the Electricity Supply Agreement (ESA) and cover the sale of electricity to you at your Supply Address. This agreement is only applicable for your current Supply Address and may include further details provided in a Schedule. In some circumstances you may be supplied through an embedded network, in this case the schedule is assigned across the whole Embedded Network as a Distributor directive.

2. How this Agreement applies to you

This Agreement applies to Small Customers and Other Customers 'on market' and including inside an embedded network.

If you're a Small Customer, additional regulatory protections apply to you. Whether you are a Small Customer is determined by the Regulatory Requirements. Currently, the Regulatory Requirements provide that you're a Small Customer if:

- you are a Residential Customer in New South Wales or Queensland; or
- you are a Business Customer in New South Wales or Queensland who uses less than 100MWh of electricity per year.

3. When this Agreement starts and ends

This Agreement starts on the Acceptance Date and continues until you or we end it. For information about how this Agreement can end see clauses 4, 5 and 16.

We will start to sell you energy and other products on the Supply Start Date which will either be:

- the end of the cooling off period;
- the date your Supply Address transfers to us (for more details of the transfer process and why it may be after the Acceptance Date see clause 5); or
- another date we agree with you.

4. Cooling off period

You can cancel this Agreement during the 10 Business Day cooling off period. The cooling off period starts from the day after:

- the Acceptance Date; or
- you receive this Agreement and the customer disclosure statement provided to you with these Agreement Terms.

You can cancel during the cooling off period even though you have signed this Agreement or agreed to it over the phone or online. To cancel, call us or complete the cancellation notice provided to you with this Agreement and return it to us at the address set out on the notice, if applicable.

Cooling off cannot apply to an Embedded Network Transfer as an

obligation for continuity of supply is placed on LPE, see transfer process clause 5 for details on transfer to another retailer.

5. The transfer process

If we are not currently your retailer for your Supply Address, we'll arrange for your Supply Address to transfer to us from your current retailer. You agree to us taking all necessary steps to do so.

We may stop the transfer and cancel this Agreement before the transfer is completed:

- where the transfer doesn't occur within three months of the Acceptance Date;
- where you don't meet our credit requirements;
- where any information in the Details section is incorrect; or
- for any other reason as long as it is not unreasonable to do so. If we do so, we'll let you know and we may offer you an alternative agreement.

Alternatively, your Supply Address may be within an Embedded Network where LPE have been assigned as the responsible retailer. LPE cannot cancel your transfer or refuse to supply you in this circumstance yet you will still have obligations under clause 13.

The assignment of an Embedded Network to LPE from your existing Distributor assigned Billing Agent will transfer your Supply Address to us. You agree to us taking all necessary steps to do so.

6. Security Deposits

Depending on your creditworthiness we may ask you to pay us a Security Deposit and you must pay it to us. If you're a Small Customer, we must pay you interest on the Security Deposit as required by the Regulatory Requirements.

We may use your Security Deposit and any interest earned on it to offset any amount you owe us under this Agreement if you fail to pay a bill by the Due Date.

If we use your Security Deposit or any interest to offset amounts owed to us, we'll let you know.

If we no longer need your Security Deposit, we'll return it and any interest through a credit on your bill or, if you have closed your account through our standard processes to refund account credits.

LPE will not ask an Embedded Network Transfer customer to pay a deposit on transfer.

7. Energy Schedule

Your Agreement may include an Energy Schedule. An Energy schedule may include benefits or features for a limited time or a term length. Your Agreement will continue after the expiry of your Energy Schedule and will end when the Energy Schedule ends.

LPE will contact you about your Energy Schedule if it is nearing expiry. We may offer to extend your existing Energy Schedule or offer to give you a new Energy Schedule. If so and if you do not let us know within 28 Calendar Days that you do not want to take up the extended or new Energy Schedule, we'll consider you have agreed to it. The extended or new Energy Schedule will then apply and become part of this Agreement.

As your Energy Schedule is part of your Agreement, it will also end when this Agreement ends.

8. Concessions and Rebates

You may be eligible for a concession or rebate on your bill if you are the primary account holder on your energy account and you hold a valid concession card.

We facilitate concessions on behalf of the government and the responsible department, LPE cannot be held responsible for your eligibility or any changes related to your concessions made by the responsible department. We will inform you where we are required to do so and will make any changes automatically when advised by the responsible government department.

For further information about the concessions and rebates that may be available to you, please contact LPE or contact the appropriate government departments using the details below:

New South Wales

Department of Industry, Resources and Energy

Phone: 13 77 88

National Relay Service for Hearing & Speech Impairment: 1300 555 727

Hearing & Speech Impairment, TTY users: 133 677

Translation and Interpreting Service: 131 450

Website:

www.resourcesandenergy.nsw.gov.au/energyconsumers/financial-assistance

Queensland

Department of Communities, Child Safety and Disability Services

GPO Box 806 Brisbane Queensland 4001

Phone: 13 QGOV [13 74 68] Fax : [07] 3247 5908

Web: www.communities.qld.gov.au/communityservices

Email: enquiries@communities.qld.gov.au

Hearing & Speech Impairment, TTY users: 133 677

9. What you have to pay

You must pay us the Charges. The Charges include:

Amounts for the sale and supply of energy described below.

- **Supply charges** – daily charges, regardless of how much energy you use. These charges are set out in your Details section.
- **Energy usage charges** – charges based on the amount of energy you use. These charges are set out in your Details section.
- **Distributor charges** – any amounts that your Distributor charges us for services provided at your Supply Address and which are not already incorporated into the supply or energy usage charges, including a disconnection fee, connection fee and special meter reading fee. Your Distributor sets these amounts. You can find out more at www.localityenergy.com.au/site/customers/our-standard-fee-schedule
- **Metering charges** – any amounts that a Meter Service Provider charges us for metering-related goods or services provided at your Supply Address and which are not already incorporated into the supply charges or energy usage charges, including a disconnection fee, connection fee, meter work fees and meter reading fees. You can find out more at www.localityenergy.com.au/site/customers/our-standard-fee-schedule
- **Taxes** – any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply energy and other goods and services to you.

If the fees described below apply, they'll be set out in your Details section or explained to you before you incur them.

- **Card payment fee** – a fee for paying by credit card or another payment method where we incur a merchant services fee.
- **Late payment fee** – an amount to compensate us for our costs and losses if you pay your bill (or part of your bill) after the Due Date.
- **Account establishment fee** – a fee for transferring your energy supply to us from another retailer or setting up your account with us for the first time.
- **Payment processing fee** – a fee for paying your bill over the counter in person at a third-party retailer or outlet or via PostBillPay.
- **Paper bill fee** – a fee for receiving a bill in the mail.
- **Exit fee** – if you are a Business Customer, a fee for ending your Energy Schedule (if any) early.

In some circumstances you must also pay us the other amounts described below.

- Any reasonable costs that we incur for arranging network

and connection services for you. We'll let you know these amounts before we arrange the services, where possible.

- If you breach this Agreement or the Regulatory Requirements, any reasonable costs we incur as a result of that breach, except where those amounts are included in one of the Charges (such as the late payment fee).
- Any fees or additional costs we incur if your payment is dishonored or reversed.
- Any other amounts referred to in this Agreement.

10. Changes to the Charges

We can vary the amount, nature and structure of any of the Charges at any time by notice to you or make any changes according to the Energy Schedule.

Unless you have taken up an Energy Schedule which includes a fixed amount for your energy usage and supply charges, even if we say that we won't vary certain Charges in your Energy Schedule, we can still vary any of the Charges if:

- any of the information we used in determining the Charges for energy is incorrect (such as your supply area or meter type); or
- the meter at your Supply Address is changed from an accumulation meter to an interval meter.

The notice of variation may be by a message on your bill. We'll notify you:

- for Small Customers in Queensland, at least 10 Business Days before the variation where the Charges are increasing; and
- otherwise, as soon as practicable, but no later than your next bill after the variation.

If the Charges change during a Billing Period, then we'll calculate your bill for that period on a per day basis and we will use average daily usage data over a known Billing Period (or other period depending on availability of meter data) to do so.

11. Billing and payment

We'll send your bill to the address you provide us. The method of delivery can be email, post or directly via our secure website. If you don't provide an address or we can't contact you at that address (e.g. your bill is returned to us, or we cannot contact you via other means), we will send the bill to the Supply Address and you will be deemed to have received it.

According to your Energy Schedule which includes an amount for your energy usage and supply charges will be based on the amount of energy you use during a Billing Period. Your consumption will be determined in accordance with the Regulatory Requirements, generally by the Distributor or meter

data provided to us measuring the amount of energy used by reading the meter at your Supply Address, or by estimating your usage.

If your bill is based on an estimate of your usage and we later have a measurement of your actual usage:

1. we will adjust a subsequent bill for the difference between the estimate and your actual usage if you're a Small Customer, and may do so if you're an Other Customer, except
2. if your bill is based on an estimate because you fail to give us access to your meter. In this case we may charge you an additional fee if you ask for a bill based on your actual usage.

The Billing Period will be at least every three months. If your Supply Address has a Digital Meter, you may choose a Billing Period of 1 month. We may change the Billing Period by notice to you, for example, if you have a Digital Meter or one is installed, we may change your Billing Period to monthly.

You must pay each bill in full and on time which is by the Due Date or if you have a payment plan make payments in accordance with it. There are many options on how to pay your bill, the options are listed on your bill.

If you can't pay by the Due Date or are experiencing financial hardship, you must let us know as soon as possible. We can arrange a payment plan or have other options that might help. We may also be able to give you information about government support.

If you don't pay by the Due Date (unless have a dispute of the bill) we may do one or more of the following:

- apply any Security Deposit (see clause 6 for more details);
- disconnect your energy supply (see clause 16 for more details);
- ask a debt collection agency to obtain the payment from you;
- sell the rights to the unpaid amount to a third party who may seek to collect it from you.

We may also rely on any other rights we have under this Agreement.

If you are a Business Customer or an Other Customer we may charge you interest on a late payment to cover the costs or losses we incur as a result of the late payment, but only if we don't charge a late payment fee or we are not fully compensated for our costs and losses through the late payment fee.

12. Reviewing your bill

Please review your bills carefully. If you believe there is a

discrepancy with a bill, such as an incorrect discount, read or meter type, please let us know as soon as you can.

If you'd like us to review your bill, please request it as soon as you are aware of the discrepancy.

We'll let you know the result in accordance with our standard complaints procedures (see clause 30 for more details). While your bill is being reviewed, you'll still need to pay any amount we ask you to (in accordance with the Regulatory Requirements) by the Due Date. You must also pay any future bills by the Due Date.

You may request to have your meter tested as part of a review. We will ask you to pay the cost of the meter test before we arrange it. For Small Customers, if the test finds that the meter or meter data is faulty or incorrect we'll refund or not charge any amount you've paid or been quoted for the test. If the test shows the meter or meter data is not faulty or incorrect, you must pay the cost of the meter test.

If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we'll correct the bill under review.

Unless one of the exceptions below applies, if you're undercharged (which includes not being charged), you'll only have to pay the amount that should have been charged in the nine months before we notify you of the undercharge. The exceptions are:

- we can recover all amounts undercharged as long as it is not unreasonable to do so; or
- if the undercharging is because of your fault or unlawful act or omission, in which case we can recover all amounts undercharged and may also charge you interest to cover costs or losses we incur as a result of the undercharging as long as it is not prohibited by the Regulatory Requirements.

13. Your obligations

Title and risk in the energy supplied under this Agreement will pass to you at the point of connection between the distribution system and your Supply Address. You must comply with the Regulatory Requirements that apply to you.

You must make sure:

- your name, Supply Address and contact details (including the address you choose for notices and billing) are correctly set out in the Details section;
- any other contact details you give us are correct;
- you tell us promptly, if you become aware of any change that materially affects access to your meter or other equipment involved in providing the metering services at your Supply Address; and
- you let us know if any information you've given us

changes.

You must give us and other relevant people (including your Distributor and Meter Reader) safe, convenient and easy access to the Supply Address and the meter at the Supply Address for purposes relevant to the sale and supply of energy, including to:

- read, install, inspect, test, repair, maintain, alter or replace a meter; or
- connect, disconnect or reconnect energy supply at the Supply Address.

You must also:

- take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
- make sure the energy infrastructure at your Supply Address is in good condition and not damaged or interfered with in any way;
- allow only appropriately qualified and accredited people to carry out any work in connection with that energy infrastructure;
- not tamper with or bypass your meter, or allow anyone else to do so; and
- not interfere with, disconnect, displace, remove or replace or damage the meter or the distribution system, or allow anyone else to do so.

You acknowledge that the meter is owned by a third party (generally your Distributor, Meter Service Provider or us) and the title will not pass to you at any time.

14. Digital Meters and energy supply interruption

If you have a basic meter, we may propose to replace your existing meter with a Digital Meter. If we do so, we will give you notice beforehand with the right to choose not to have your meter replaced unless:

- we are required by the Regulatory Requirements to install a Digital Meter, such as where your existing meter is faulty; or
- you have previously requested or agreed to the installation of a Digital Meter.

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

If you have any questions about an interruption to your energy supply, we will respond promptly.

15. Your Distributor and your energy supply

We are an energy retailer and have no control over the physical

supply of energy. Where we refer to supplying you with energy or connecting your Supply Address, this means we'll arrange for your connection.

The Distributor is responsible for the physical supply of energy (including the quality and reliability of the energy supplied) and the connection of your Supply Address.

This means that:

- we're not responsible for the safety, quality, continuity or reliability of your energy supply; and
- to the extent permitted by law, we make no promises or representations to you about these things, other than those set out in this Agreement.

The quality, continuity, reliability of your energy supply are subject to a variety of factors. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitation of the distribution system and acts of the Distributor.

Accordingly, your energy supply may be interrupted, disconnected, reduced or limited. Some examples of when this may occur include:

- if required by your Distributor or another person;
- if required by us, your Meter Service Provider, Distributor or another person in order to install, maintain, repair or replace a meter, for inspections, maintenance, or testing;
- in an emergency or for safety reasons;
- due to a failure in the equipment used to supply your energy;
- at the direction or request of a regulatory body; or
- if there is not enough energy available to supply to you.

We'll try to keep you informed if this happens, and we will follow any notice requirements set out in the Regulatory Requirements.

You must cooperate with any reasonable requests your Distributor makes of you and allow your Distributor to enforce its rights under the Regulatory Requirements.

16. When you could be disconnected

If you have given us up to date contact details, we'll give you notice before we disconnect you. If you're a Small Customer, we'll also follow any procedures set out in the Regulatory Requirements.

We may arrange for disconnection of your energy supply in the following circumstances, unless we're prohibited from doing so under the Regulatory Requirements:

- if you ask us to;
- if you're a Small Customer and you fail to pay Charges or other amounts on your bill related to the sale of energy by the Due Date;
- if you fail to pay any Charges or other amounts on your bill by the Due Date;

- if your meter has not been able to be read for three consecutive meter readings due to a lack of access to the Supply Address;
- if you have refused to provide a Security Deposit, when we have had reasonable grounds to request one;
- if you've used energy at the Supply Address fraudulently, or intentionally used it contrary to energy laws;
- if you haven't agreed to an instalment plan or other payment option when we have required you to do so; or
- if you haven't paid in accordance with an agreed payment plan or other payment option.

17. Ending this Agreement

We can end this Agreement by giving you 20 Business Days' notice.

You can end this Agreement by:

- transferring your energy supply at your Supply Address to another retailer. This Agreement will end when your Supply Address transfers to the other retailer;
- requesting us to disconnect your Supply Address. This Agreement will end 10 Business Days after disconnection;
- you move out of your Supply Address.

This Agreement will also end:

- 10 Business Days after you've been disconnected, if you don't have a right to be reconnected;
- where another person starts being supplied with energy at the Supply Address with us or with another retailer;
- if we are no longer entitled to sell energy due to the Distributor assigned retailer changing; or
- if we're no longer entitled to sell energy due to a Last Resort Event.

18. What happens when this Agreement ends

If this Agreement ends and you continue to take supply from us, we will continue to sell you energy on the same terms of this Agreement until you enter into a new agreement with us or transfer your Supply Address to a new energy retailer or someone else becomes responsible for the energy supply at your Supply Address under a new energy agreement with us, and all of the provisions of this Agreement will survive this Agreement ending for this purpose.

After you enter into a new agreement with us or transfer your Supply Address to a new energy retailer or someone else becomes responsible for the energy supply at your Supply Address under a new agreement with us, the provisions of this Agreement about privacy, liability, notices, governing law, payment and Charges will survive this Agreement ending. This Agreement ending will not prejudice any rights, obligations or remedies that

you or we have that accrued before the Agreement ends.

19. What happens if you move

If you're moving from your Supply Address, you need to give us at least three (3) Business Days' notice. You'll also need to give us an address where we can send your final bill. We will arrange for your meter to be read at the time agreed with you (or as soon as possible after if your meter can't be accessed then).

If you move this Agreement (including any Energy Schedule) it will end from the date you do so.

You'll need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until the later of the date you move or three Business Days from the date you notify us that you're moving.

If you don't tell us that you're moving, or you don't provide access to your meter, you'll need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until:

- we find out that you've moved, and your meter has been read;
- you tell us you're moving, and your meter is read;
- the energy supply is disconnected or transferred to another retailer; or
- the date you or someone else becomes responsible for the energy supply at the Supply Address under a new agreement with us.

20. Feed-in tariffs

If your Agreement is for electricity and you have a solar photovoltaic (PV) system installed at your Supply Address, we may pay you a feed-in tariff for any electricity your system generates which is exported to the electricity grid. If we pay you a feed-in tariff, you'll see the amount of the feed-in tariff on your bill.

There are two types of feed-in tariffs:

- feed-in tariffs we are required to offer under the Regulatory Requirements; and
- our voluntary feed-in tariffs, which may be under an Energy Schedule.

We may pay you one or both of these feed-in tariffs.

If we pay you a voluntary feed-in tariff that is not under an Energy Schedule, we may vary the amount of, or cancel, the feed-in tariff at any time by notice to you. If we pay you a voluntary feed-in tariff that is under an Energy Schedule, we may vary the amount of, or cancel, the feed-in tariff in accordance with your Energy Schedule and these Agreement Terms.

If we pay you a feed-in tariff we are required to offer under the

Regulatory Requirements, we may:

- vary the amount of the feed-in tariff by notice to you where we're not prevented from doing so by the Regulatory Requirements;
- stop providing you with the feed-in tariff if:
 - you stop being eligible for the feed-in tariff;
 - we are entitled to do so under or because of a change in the Regulatory Requirements; or
 - the relevant feed-in tariff scheme ends.

If any of these occur, then we'll stop providing you with the feed-in tariff from the date you stopped being eligible, the Regulatory Requirements changed, or the scheme ended (as applicable). This may be before the date we give you notice.

You agree that the terms of this Agreement apply to your feed-in tariff, except if you have a separate agreement with us for your feed-in tariff. In particular:

- we will give you notice of any change to your feed-in tariff as soon as practicable, but no later than your next bill after the variation. The notice may be by a message on your bill (see clause 10);
- if the amount of your feed-in tariff changes during a Billing Period then we'll calculate your feed-in tariff for that period on a proportionate basis (see clause 10); and
- we'll review the feed-in tariff on your bill in accordance with clause 12. This means overpayment or over crediting of your feed-in tariff will be treated in the same way as an undercharge.

21. Changing this Agreement

We can vary this Agreement where:

- we give you 20 Business Days' notice of the variation; and
- you accept the change by not terminating the Agreement during that period.

We may also vary this Agreement by notice to you if we need to do so because the Regulatory Requirements change.

See clause 29 for details of how we'll give you notice.

22. Events beyond your or our control

In this Agreement, Force Majeure means, for an Impacted Person, any event or circumstance occurring after the Acceptance Date that:

- is not within the reasonable control of the Impacted Person;
- could not be prevented, overcome or remedied by the exercise of reasonable effort by the Impacted Person; and
- results in the Impacted Person being unable to meet or perform its obligation under this Agreement.

Notwithstanding the paragraph above, the failure or inability of the Impacted Person to pay any amount due and payable under this Agreement does not constitute Force Majeure.

The Impacted Person will be excused for not meeting or performing its obligations during the time and to the extent that Force Majeure prevents it from doing so (other than an obligation to pay money).

The Impacted Person must:

- try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- give the other person prompt notice, including any information required by the Regulatory Requirements.

If the effects of such an event are widespread, we may give you a prompt notice by making the necessary information available on a 24-hour telephone service. We'll try to do this as soon as practicable.

23. This Agreement within Regulatory Requirements

If any matter that is required to be included in this Agreement by a Regulatory Requirement is not expressly dealt with in this Agreement, the Regulatory Requirement is incorporated as if it were a term of this Agreement.

If there is any inconsistency between this Agreement and a Regulatory Requirement, then this Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that it must prevail.

24. Liability

Subject to the Regulatory Requirements:

- we're not liable to you for any loss or damage in connection with or arising out of this Agreement, except for Small Customers to the extent that we cause that damage or loss because we breach this Agreement or are negligent;
- if you're an Other Customer we're not liable to you for any Excluded Loss;
- you are not liable to us for Excluded Loss, except if you are an Other Customer in which case you are liable to us for any Excluded Loss we incur or suffer pursuant to an indemnity we give your Distributor which arises from your act or omission;
- we're not liable to you for any loss or damage in connection with or arising out of any act or omission of your Distributor;
- you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence;
- you indemnify us and any third party against any liability in connection with or arising out of the use of energy

supplied under this Agreement after ownership passes to you; and

- if you are an Other Customer, you indemnify us against any liability we incur or suffer (including Excluded Loss) in connection with or arising from any act or omission by you to the extent we have indemnified your Distributor for that liability.

25. Warranties and rights

To the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement. However, you have non-excludable rights under the Australian Consumer Law.

If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

26. What laws apply

The laws of the state or territory of your Supply Address apply to this Agreement. You agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.

In some areas, your Supply Address may be located in one state but connected to a distribution system which is primarily located in another state. Where this is the case your Supply Address may be treated for some or all purposes as being in the state in which the distribution system is primarily located. Please call us if this applies to you and you have any questions.

27. Your privacy and creditworthiness

We collect, use, hold and disclose your personal, credit related and confidential information (including metering data) where it is required under the Regulatory Requirements in order to provide you with energy and other products and services. We may disclose this information to:

- our agents and contractors (such as data processors and debt collectors);
- your Distributor or Embedded Network operator; and
- other energy retailers,

for these purposes and more broadly in connection with this Agreement. We may disclose this information to our Related Companies for any reason.

We may also collect sensitive information about you or third parties (for example if you notify us that life support equipment is used at your Supply Address).

If you don't provide this information to us, we may not be able to provide our products or services to you. Where possible, we'll collect this information from you, but we may get it from third parties (including credit reporting bodies).

We may also disclose your information to and collect your

information from information matching providers, for example to verify the information you've provided to us and confirm your identity.

If you provide us with personal information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement.

Our credit reporting statement (which is our credit reporting policy) explains:

- how we determine your creditworthiness by doing a credit assessment of you;
- how we disclose credit information and when we disclose it to third parties including credit reporting bodies;
- how our disclosure may affect your creditworthiness; and
- how to access, correct or complain about our treatment of your credit information.

Our detailed privacy and credit reporting statements are available at <https://www.localityenergy.com.au/site/customers/privacy-and-hardship-policy>.

Please contact us to request a paper copy.

28. Marketing

From time to time we will let you know about other products and offers, even after this Agreement ends. If at any time you decide you don't want to receive these offers, please let us know.

29. Notices

Unless the Regulatory Requirements require notice to be given in a different way, we'll give you notice in writing:

- personally;
- by post, addressed to the address you nominate. We'll consider that you've received the notice on the second Business Day after we post it;
- by e-mail, if you've provided us with an email address. We'll consider that you've received the email the day after we send it to the email address you provided;
- by a message on your bill; or
- by sending you an electronic message (e.g. email or SMS) letting you know that we are making a change or notifying you about something to do with your account and where you can find details of it (e.g. our website). We'll only do this if it's reasonable in the circumstances and not prohibited by the Regulatory Requirements.

If you do not choose an address for notices or we can't contact you at that address (e.g. the notice is returned to us), we may send the notice to the Supply Address and you'll be deemed to have received it.

30. Customer service and complaints

If you have an enquiry, complaint or dispute, including in relation to your bill or any marketing activity, please contact us via phone 1800 040 168 or email us at complaints@localityenergy.com.au. We'll handle your complaint and let you know the outcome of it, in accordance with our standard complaints and dispute resolution procedures which you can find at www.localityenergy.com.au/site/customers/dispute-resolution-policy. You can also ask us to send you a copy.

If you are not satisfied with the way your complaint has been resolved, you may be entitled to contact the energy ombudsman in your state.

Energy and Water Ombudsman (Queensland)

<http://www.ewoq.com.au>

Freecall 1800 662 837

Energy and Water Ombudsman. (New South Wales)

<http://www.ewon.com.au>.

Freecall 1800 246 545

31. Assignment or novation

You may not assign, transfer or novate this Agreement without our consent.

Subject to the Regulatory Requirements, you agree we may:

- assign, transfer or novate this Agreement; and/or
- transfer you as a customer,

to any third party, any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party. You'll be notified of any assignment, transfer or novation.

32. Meaning of terms in this Agreement

- **Acceptance Date** - the date specified in the Details section, or if no date is specified, the date you sign the Details section, or you accept this Agreement over the phone or on-line.
- **Agreement** - the Details section, the Agreement Terms and the Energy Schedule (if any).
- **Agreement Terms** - the terms and conditions in this document.
- **Billing Period** - any period for which a bill is or may be issued.
- **Billing Agent** - the company currently or previously billing your Supply Address, via an Embedded Network.
- **Business Customer** - a Small Customer who is not a Residential Customer.
- **Calendar Day** - a day any day of the calendar year.
- **Charges** means the charges and fees described or set out in this Agreement.
- **Customer** - a Small Customer or an Other Customer.
- **Details section** - the document entitled Details section

provided to you with these Agreement Terms, which may include a separate Price Sheet.

- **Digital Meter** - a meter which records electricity consumption at pre-determined intervals, has two-way communication capability and can be read remotely.
- **Distributor** - the entity that is authorised or licensed to supply distribution services through the distribution system to which your Supply Address is connected.
- **Due Date** - the date you must pay your bill by which is set out on the bill or such other date as we agree with you.
- **Embedded Network** - scheme owned distribution system to which your Supply Address is connected.
- **Energy** - electricity or natural gas, as appropriate.
- **Energy Schedule or Schedule** - any document titled 'Energy Schedule' and provided to you with these Agreement Terms or in accordance with clause 7. The Details section indicates which Energy Schedule, if any, is part of this Agreement at the Acceptance Date.
- **Excluded Loss:**
 - loss of profit, revenue or anticipated savings;
 - loss or denial of opportunity;
 - loss of access to markets;
 - damage to credit rating or goodwill;
 - financing costs;
 - special, incidental or punitive damages; or
 - any loss or damage arising from special circumstances that are outside the ordinary course of things,

however, arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence).

- **Force Majeure** has the meaning given in clause 22.
- **Impacted Person** - us or you (as the case may be), where we or you are prevented from performing an obligation under this Agreement by Force Majeure.
- **Last Resort Event** - an event or circumstance that triggers the operation of the retailer of last resort scheme in relation to us under the Regulatory Requirements.
- **Meter Service Provider** - any person who provides services on our or your Distributor's behalf in relation to:
 - the meter, including to read, install, inspect, test, repair, maintain, alter or replace it;
 - processing meter data and providing it to us and other third parties who need it in connection with your energy supply;
 - energy supply, such as disconnection or reconnection of your energy supply; and
 - the co-ordination of the above.
- **National Energy Retail Law** - the law applying in:
 - *New South Wales*: under the National Energy

Retail Law (Adoption) Act 2012 (NSW).

- *Queensland*: under the National Energy Retail Law (Queensland) Act 2014.
- **National Energy Retail Rules**- the rules made under the National Energy Retail Law.
- **LPE** - the company Locality Planning Energy Limited Pty Ltd ABN 15 148 958 061 and any of its Related Bodies Corporate.
- **Other Customer** - a Customer who is not a Small Customer (see clause 2 for more details).
- **Price Sheet** - a document that sets out the usage and supply Charges and most other Charges.
- **Regulatory Requirements** - all relevant Acts, regulations, codes, procedures, other statutory instruments, licenses, proclamations and laws applicable to the sale and supply of energy to your Supply Address. These include the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth) and in:

New South Wales, Queensland and South Australia:

the National Energy Retail Law and the National Energy Retail Rules.

- **Related Bodies Corporate** has the meaning given in the Corporations Act 2001 (Cth).
- **Related Company** - any company:
 - which is an LPE Company;
 - in which an LPE Company has an interest, such as a joint venture; or
 - with whom an LPE Company has a commercial relationship.
- **Residential Customer** - a Customer who purchases energy predominantly for personal, domestic or household use.
- **Schedule** - a document that indicates a price, value or specific offering for a term or benefit period of associated with this agreement.
- **Security Deposit** - an amount of money or other arrangement to provide security against you not paying a bill.
- **Small Customer** - a Small Electricity Customer or a Small Gas Customer.
- **Small Electricity Customer** - in:

New South Wales and Queensland: a small customer for the purposes of the National Energy Retail Law.

- **Supply Address** - the premises specified as the supply address in the Details section.
- **Supply Start Date** - the supply start date set out in the Details section or otherwise notified to you.
- **We and Us** - the company Locality Planning Energy Limited Pty Ltd ABN 15 148 958 061

33. Interpretation

Unless otherwise stated:

- a reference to this document or another instrument includes any variation or replacement of any of them;
- the singular includes the plural and vice versa;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- a person includes any type of entity or body or persons, whether or not it's incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- the words 'include' or 'including' and any variation of those words must be read as if followed by the words 'without limitation' and so, if an example is given of anything, the scope is not limited to the example; and
- headings are for convenience only and do not affect the interpretation of this Agreement.

1800 040 168
localityenergy.com.au

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