

# Standard Retail Contract Terms and Conditions

29 September 2021



## **Powerdirect Standard Retail Contract Terms and Conditions**

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This contract is about the sale of energy to you as a small customer at your premises. It is a standard retail contract that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties.

**Note for Victorian customers:** For Victorian customers, until the National Energy Retail Law and the National Energy Retail Rules are adopted in Victoria (referred to as 'NECF implementation in Victoria'), the energy laws applicable in Victoria are the Electricity Industry Act 2000, the Gas Industry Act 2001 and the Energy Retail Code made by the Essential Services Commission. For customers in Victoria, prior to NECF implementation in Victoria all references to the National Energy Retail Law and Rules in this contract should be read as references to the Energy Retail Code unless stated otherwise.

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website.

**Note for Victorian customers:** There are no gas customer connection contracts in Victoria.

More information about this contract and other matters is on our website [powerdirect.com.au](http://powerdirect.com.au)

## **1 THE PARTIES.**

This contract is between:

Powerdirect, who sells energy to you at your premises (in this contract referred to as "we", "our" or "us"); and

You, the customer to whom this contract applies (in this contract referred to as "you" or "your").

## **2 DEFINITIONS AND INTERPRETATION.**

- (a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the Rules. However for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

### **3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?**

#### **3.1 These are our terms and conditions**

This contract sets out the terms and conditions for a standard retail contract for a small customer under the National Energy Retail Law and the Rules.

#### **3.2 Application of these terms and conditions**

These terms and conditions apply to you if:

- (a) you are a residential customer; or
- (b) you are a business customer who is a small customer; and
- (c) you request us to sell energy to you at your premises; and
- (d) you are not being sold energy for the premises under a market retail contract.

#### **3.3 Electricity or gas**

Standard retail contracts apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.

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

#### **4.1 When does this contract start?**

This contract starts on the date you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including giving us acceptable identification and your contact details for billing purposes.

#### **For New South Wales, Queensland and South Australian customers:**

#### **4.2 When does this contract end?**

- (a) This contract ends:
  - (i) if you give us a notice stating you wish to end the contract – subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days' notice; or
  - (ii) if you are no longer a small customer –
    - (A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days' notice; or
    - (B) if you have not told us of a change in the use of your energy – from the time of the change in use; or
  - (iii) if we both agree to a date to end the contract – on the date that is agreed; or

- (iv) if you start to buy energy for the premises:
  - (A) from us under a market retail contract – on the date the market retail contract starts; or
  - (B) from a different retailer under the customer retail contract – on the date the customer retail contract starts; or
- (v) if a different customer starts to buy energy for the premises – on the date that customer’s contract starts; or
- (vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection – 10 business days from the date of disconnection.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a) (i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

#### **For Victorian customers:**

#### **4.2 When does this contract end?**

- (a) This contract ends:
  - (i) if you give us a notice stating you wish to end the contract – subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days’ notice; or
  - (ii) if you are no longer a small customer –
    - (A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days’ notice; or
    - (B) if you have not told us of a change in the use of your energy – from the time of the change in use; or
  - (iii) if we both agree to a date to end the contract – on the date that is agreed; or
  - (iv) if you start to buy energy for the premises from us or a different retailer under a customer retail contract – on the date the customer retail contract starts; or

- (iv) if you start to buy energy for the premises from us or a different retailer under a customer retail contract – on the date the customer retail contract starts; or
  - (v) if a different customer starts to buy energy for the premises – on the date that customer’s contract starts; or
  - (vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection – 10 business days from the date of disconnection.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a) (i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
  - (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

#### **4.3 Vacating your premises**

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.
- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

### **5 SCOPE OF THIS CONTRACT.**

#### **For New South Wales, Queensland and South Australian customers:**

##### **5.1 What is covered by this contract?**

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws, including, where we sell you electricity, the provision, installation and maintenance of your meter.

**For Victorian customers:**

**5.1 What is covered by this contract?**

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.
- (b) In return, you agree:
  - (i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and
  - (ii) to pay the amounts billed by us under this contract; and
  - (iii) to meet your obligations under this contract and the energy laws.

**For New South Wales, Queensland and South Australian customers:**

**5.2 What is not covered by this contract?**

This contract does not cover the physical connection of your premises to the distribution system, including the maintenance of that connection and the supply of energy to your premises and, where we sell you gas, provision of metering equipment.

This is the role of your distributor under a separate contract called a customer connection contract.

**For Victorian customers:**

**5.2 What is not covered by this contract?**

This contract does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your premises.

This is the role of your distributor under a separate contract called a customer connection contract.

**Note for Victorian customers:** There are no gas customer connection contracts in Victoria.

**6 YOUR GENERAL OBLIGATIONS.**

**6.1 Full information**

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

**For New South Wales, Queensland and South Australian customers:**

**6.2 Updating information**

You must tell us promptly if:

- (a) information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises); or
- (b) you are aware of any change that materially affects access to your meter or other equipment involved in providing metering services at the premises.

**6.3 Life support equipment**

- (a) If a person living or intending to live at your premises requires life support equipment, you must:
  - (i) Register the premises with us or your distributor; and
  - (ii) Provide medical confirmation for the premises.
- (b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having life support equipment if medical confirmation is not provided to us or your distributor.
- (c) You must tell us or your distributor if the life support equipment is no longer required at the premises.
- (d) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:
  - (i) at least 50 business days to provide medical confirmation for the premises;
  - (ii) general advice that there may be a distributor planned interruption, retailer planned interruption or unplanned interruption to the supply of energy to the premises;
  - (iii) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date;
  - (iv) information to assist you to prepare a plan of action in case of an unplanned interruption; and
  - (v) emergency telephone contact numbers.

## **For Victorian customers:**

### **6.2 Updating information**

You must tell us promptly if:

- (a) information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start running a business at the premises)

### **6.3 Life support equipment**

- (a) Before this contract starts, we were required to ask you whether a person residing or intending to reside at your premises requires life support equipment.
- (b) If a person living or intending to live at your premises requires life support equipment, you must:
  - (i) advise us that the person requires life support equipment;
  - (ii) register the premises with us or your distributor; and
  - (iii) upon receipt of a medical confirmation form, provide medical confirmation for the premises.
- (c) Subject to satisfying the requirements in this Code, the Electricity Distribution Code or the Gas Distribution System Code, your premises may cease to be registered as having life support equipment if medical confirmation is not provided to us or your distributor.
- (d) You must tell us or your distributor if the life support equipment is no longer required at the premises.
- (e) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:
  - (i) at least 50 business days to provide medical confirmation for the premises;
  - (ii) general advice that there may be a distributor planned interruption or unplanned interruption to the supply of energy to the premises;
  - (iii) information to assist you to prepare a plan of action in case of an unplanned interruption; and
  - (iv) emergency telephone contact numbers.

## 6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner, you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner, or other person responsible for the premises fulfils the obligation.

## 7 OUR LIABILITY.

- (a) The quality and reliability of your energy supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a relevant authority.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

**Note for Victorian customers:** Prior to NECF implementation in Victoria, the reference to the NERL in clause 7(c) is a reference to, in the case of electricity, s.120 of the National Electricity Law as set out in the Schedule to the *National Electricity (South Australia) Act 1996* or, in the case of gas, to s.232 of the *Gas Industry Act* or s.33 of the *Gas Safety Act 1997*.

## 8 PRICE FOR ENERGY AND OTHER SERVICES.

### 8.1 What are our tariffs and charges?

- (a) Our tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your distributor's charges.
- (b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

Note: We do not impose any charges for the termination of this contract

**For New South Wales, Queensland gas and South Australian customers:**

**8.2 Changes to tariffs and charges**

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts.
- (a1) We will also:
  - (i) Notify you at least five business days before the variation in the tariffs and charges are to apply to you; and
  - (ii) Deliver the notice by your preferred form of communication where you have communicated this to us, otherwise by the same method as that used for delivery of your bill.
- (a2) The notice must:
  - (i) Specify that your tariffs and charges are being varied;
  - (ii) Specify the date on which the variation will come into effect;
  - (iv) Identify your tariffs and charges as varied inclusive of GST;
  - (v) Specify that the tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and
  - (vi) Specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.
- (a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):
  - (i) Where you have entered into a standard retail contract with us within 10 business days before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;
  - (ii) Where your standing offer prices are regulated, or are otherwise set by legislation, a government agency or regulatory authority;
  - (iii) Where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or
  - (iv) Where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.

- (a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your tariffs and charges are a direct result of tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purpose of providing a notice under this paragraph (a4) the reference to:
- (i) “are being varied” in paragraph (a2)(i) is taken to be “are being varied or have been varied (whichever is applicable)”; and
  - (ii) “will come into effect” in paragraph (a2)(ii) is taken to be “will come into effect or has come into effect (whichever is applicable)”.
- (b) Our standing offer prices will not be varied more often than once every 6 months.

**For Victorian customers:**

**8.2 Changes to tariffs and charges**

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts. We will also include details with your next bill if the variation affects you.
- (b) Our standing offer prices will not be varied more often than once every 6 months.

**For Queensland electricity customers in the Energex distribution area:**

**8.2 Changes to tariffs and charges**

- (a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts.
- (a1) We will also
  - (i) notify you—
    - (A) if the variation results in an increase in the tariffs and charges applying to you—at least 10 business days before the variation is to apply to you; or
    - (B) if the variation results in a decrease in the tariffs and charges applying to you—at least 5 business days before the variation is to apply to you; and

- (ii) deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.
- (a2) The notice must:
- (i) specify that your tariffs and charges are being varied;
  - (ii) specify the date on which the variation will come into effect;
  - (iii) identify your existing tariffs and charges inclusive of GST;
  - (iv) identify your tariffs and charges as varied inclusive of GST;
  - (v) specify that the tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and
  - (vi) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.
- (a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):
- (i) where you have entered into a standard retail contract with us within 10 business days before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;
  - (ii) where your standing offer prices are regulated, or are otherwise set by legislation, a government agency or regulatory authority;
  - (iii) where the variations to the tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or
  - (iv) where the variations to the tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.

- (a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your tariffs and charges are a direct result of a tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purpose of providing a notice under this paragraph (a4), the reference to:
- (i) “are being varied” in paragraph (a2)(i) is taken to be “are being varied or have been varied (whichever is applicable)”; and
  - (ii) “will come into effect” in paragraph (a2)(ii) is taken to be “will come into effect or has come into effect (whichever is applicable)”.
- (b) Our standing offer prices will not be varied more often than once every 6 months.

**For Queensland electricity customers in the Ergon distribution area:**

**8.2A Changes to tariffs and charges**

If we vary our standing offer prices and the variation applies to you, we will include details of the variation in your next bill.

**8.3 Variation of tariff due to change of use**

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our standing offer prices:

- (a) if you notify us there has been a change of use – from the date of notification; or
- (b) if you have not notified us of the change of use – retrospectively from the date the change of use occurred.

**8.4 Variation of tariff or type of tariff on request**

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must:
  - (i) transfer you to that other tariff within 10 business days; or

- (ii) transfer you to that other type of tariff from the date the meter is read or the type of meter is changed (if needed).

## **8.5 Changes to tariffs or type of tariff during a billing cycle**

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

## **8.6 GST**

### **This information applies to New South Wales, Queensland and South Australian customers:**

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

### **This information applies to Victorian customers:**

Amounts specified in the standing offer prices from time to time and other amounts payable under this contract are inclusive of GST.

## **9 BILLING.**

### **9.1 General**

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

### **9.2 Calculating the bill**

Bills we send to you ('your bills') will be calculated on:

- (a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Rules); and
- (b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and

- (c) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

### 9.3 Estimating the energy usage

- (a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.

**Note for Victorian customers:** In Victoria, a retailer must obtain a customer's 'explicit informed consent' to base the customer's bill on an estimation, unless the meter cannot be read or the metering data is not obtained.

- (b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
  - (i) clearly state on the bill that it is based on an estimation; and
  - (ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (c) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.
- (d) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

**For New South Wales, Queensland and South Australian customers:**

**9.4 Your historical billing information**

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information:

- (a) 4 times in the previous 12 months, where this contract relates to electricity; or
- (b) in the previous 12 months, where this contract relates to gas.

**9.4A Your electricity (only) consumption information**

Upon request, we must give you information about your electricity consumption for up to 2 years free of charge. However, we may charge you if:

- (a) we have already given you this information 4 times in the previous 12 months; or
- (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- (c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

**For Victorian customers:**

**9.4 Your historical billing information**

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than 2 years.

**9.5 Bill smoothing**

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your energy consumption.

## **10 PAYING YOUR BILL.**

### **10.1 What you have to pay**

You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

### **10.2 Issue of reminder notices**

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

#### **For New South Wales, Queensland and South Australian customers:**

### **10.3 Difficulties in paying**

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.
- (b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.
- (c) Additional protections may be available to you under our Customer Hardship Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

#### **For Victorian customers:**

### **10.3 Difficulties in paying**

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about your entitlements as a Victorian energy customer.

### **10.4 Late payment fees**

If you have not paid a bill by the pay-by-date, we may require you to pay a late payment fee, which is part of our standing offer prices published on our website.

This clause does not apply if your premises is located in Victoria.

**For New South Wales, Queensland and South Australian customers:**

**11 METERS.**

- (a) You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of (where relevant):
  - (i) reading, testing, maintaining, inspecting or altering any metering installation at the premises; and
  - (ii) calculating or measuring energy supplied or taken at the premises; and
  - (iii) checking the accuracy of metered consumption at the premises; and
  - (iv) replacing meters.
- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.
- (c) If we or our representatives seek access to the premises under paragraph (a), we will:
  - (i) comply with all relevant requirements under the energy laws; and
  - (ii) carry or wear official identification; and
  - (iii) show the identification if requested.
- (d) If we propose to replace your electricity meter we must give you a notice with the right to elect not to have your meter replaced unless:
  - (i) your meter is faulty or sample testing indicates it may become faulty; or
  - (ii) you have requested or agreed to the replacement of your meter.

**11A Interruption to your electricity supply**

**11A.1 Retailer may arrange retailer planned interruptions (maintenance, repair etc.)**

- (a) We may arrange retailer planned interruptions to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of an electricity meter.
- (b) If your electricity supply will be affected by a retailer planning interruption arranged by us, and clause 6.3(d)(iii) does not apply:
  - (i) We may seek your explicit consent to the interruption occurring on a specified date; or

- (ii) We may seek your explicit consent to the interruption occurring on any day within a specified 5 business day range; or
- (iii) Otherwise, we will give you at least 4 business days' notice of the interruption by mail, letterbox drop, press advertisement or other appropriate means.

### **11A.2 Your right to information about planned interruptions**

- (a) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the premises which was arranged by us.
- (b) If you request an explanation in writing we must, within 10 business days of receiving the request, give you either:
  - (i) the written explanation; or
  - (ii) an estimate of time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For interruptions made by your distributor, we may refer you to your distributor for more information.

### **For Victorian customers:**

#### **11 METERS.**

- (a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).
- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.

#### **12 UNDERCHARGING AND OVERCHARGING.**

### **For New South Wales, Queensland, South Australian customers:**

#### **12.1 Undercharging**

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - (i) we will not charge interest on the undercharged amount; and

- (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

### **For Victorian customers:**

#### **12.1 Undercharging**

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - (i) we will not charge interest on the undercharged amount; and
  - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 4 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

#### **12.2 Overcharging**

- (a) Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by \$50 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

**For New South Wales, Queensland and South Australian customers:**

**12.3 Reviewing your bill**

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. However, you may be required to pay for the cost of the check or test, if the check or test shows that the meter or metering data was not faulty or incorrect.

**Note for Queensland Electricity customers:** Electricity customers in Queensland are not required to pay for a meter check or test in advance.

- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

## **For Victorian customers:**

### **12.3 Reviewing your bill**

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.

**Note for electricity customers:** Electricity customers in Victoria are not required to pay for a meter check or test in advance.

- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
  - (i) the portion of the bill that you do not dispute; or
  - (ii) an amount equal to the average of your bills in the last 12 months.

## **13 SECURITY DEPOSITS.**

### **13.1 Security deposit**

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Rules.

### **13.2 Interest on security deposits**

Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Rules.

### **13.3 Use of a security deposit**

- (a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this contract:
  - (i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or
  - (ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).

- (b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

### **13.4 Return of security deposit**

- (a) We must return your security deposit and any accrued interest in the following circumstances:
  - (i) you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or
  - (ii) subject to clause 14.3 of this contract, you stop purchasing energy at the relevant premises under this contract.
- (b) If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

## **14 DISCONNECTION OF SUPPLY.**

### **For New South Wales, Queensland and South Australian customers:**

#### **14.1 When can we arrange for disconnection?**

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

- (a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:
  - (i) fail to comply with the terms of an agreed payment plan; or
  - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or
- (e) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (f) we are otherwise entitled or required to do so under the Rules or by law.

**For Victorian customers:**

**14.1 When can we arrange for disconnection?**

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

- (a) you do not pay your bill by the pay-by-date or, if you are a residential customer receiving assistance under Part 3 of the Energy Retail Code, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or
- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
- (e) we are otherwise entitled or required to do so under the Rules or by law.

**For New South Wales, Queensland and South Australian customers:**

**14.2 Notice and warning of disconnection**

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules, and in relation to safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

**For Victorian customers:**

**14.2 Notice and warning of disconnection**

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

**14.3 When we must not arrange disconnection**

- (a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):
  - (i) on a business day, if your premises is located within:

**Note for Victorian customers:** The protected period for a residential customer in Victoria is before 8:00am or after 2:00pm. The protected period for a business customer in Victoria is before 8:00am or after 3:00pm.

- (A) New South Wales, Queensland or South Australia, before 8.00am or after 3.00pm;
- (B) Victoria and you are a business customer, before 8.00am or after 3.00pm;
- (C) Victoria and you are a residential customer, before 8.00am or after 2.00pm; or
- (ii) on a Friday or the day before a public holiday; or
- (iii) on a weekend or a public holiday; or
- (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
- (v) if you are being disconnected under clause 14.1(a), during an extreme weather event.

**Note for Victorian customers:** Paragraph (v) does not apply in Victoria.

- (b) Your premises may be disconnected within the protected period:
  - (i) for reasons of health and safety; or
  - (ii) in an emergency; or
  - (iii) as directed by a relevant authority; or
  - (iv) if you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or

**Note for Victorian customers:** Victorian customers may be disconnected if it is permitted under their connection contract or under the applicable energy laws.

- (v) if you request us to arrange disconnection within the protected period; or
- (vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or
- (vii) where the premises are not occupied.

## 15 RECONNECTION AFTER DISCONNECTION.

### **For New South Wales, Queensland and South Australian customers:**

- (a) We must arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected:

### **For Victorian customers:**

- (a) We must request your distributor to reconnect your premises if, within 10 business days of your premises being disconnected:
  - (i) you ask us to arrange for reconnection of your premises; and
  - (ii) you rectify the matter that led to the disconnection; and
  - (iii) you pay any reconnection charge (if requested).
- (b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

## 16 WRONGFUL AND ILLEGAL USE OF ENERGY.

### 16.1 Use of energy

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

- (a) illegally use energy supplied to your premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that:
  - (i) unreasonably interferes with the connection or supply of energy to another customer; or
  - (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## 17 NOTICES AND BILLS.

- (a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the

- party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
- (ii) on the date 2 business days after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## **18 PRIVACY ACT NOTICE.**

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

## **19 COMPLAINTS AND DISPUTE RESOLUTION.**

### **19.1 Complaints**

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note: Our standard complaints and dispute resolution procedures are published on our website.

### **19.2 Our obligations in handling complaints**

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the relevant energy ombudsman in your state:
  - (i) Australian Capital Territory: the ACT Civil and Administrative Tribunal
  - (ii) New South Wales: the Energy and Water Ombudsman NSW
  - (iii) Queensland: the Energy and Water Ombudsman QLD
  - (iv) South Australia: the Energy Industry Ombudsman SA
  - (v) Victoria: the Energy and Water Ombudsman Victoria

## **20 FORCE MAJEURE.**

### **20.1 Effect of force majeure event**

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

### **20.2 Deemed prompt notice**

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### **20.3 Obligation to overcome or minimise effect of force majeure event**

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

### **20.4 Settlement of industrial disputes**

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

## **21 APPLICABLE LAW.**

The laws in the state in which your premises is located, govern this contract.

## **22 RETAILER OF LAST RESORT EVENT.**

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

## **23 GENERAL.**

### **23.1 Our obligations**

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

## 23.2 Amending this contract

- (a) This contract may only be amended in accordance with the procedures set out in the National Energy Retail Law.

**Note for Victorian customers:** For Victorian customers the procedures are set out in section 40A of the Electricity Industry Act and section 48 Gas Industry Act.

- (b) We must publish any amendments to this contract on our website.

### **Simplified explanation of terms**

**billing cycle** means the regular recurrent period for which you receive a bill from us;

**business day** means a day other than a Saturday, a Sunday or a public holiday;

**customer** means a person who buys or wants to buy energy from a retailer;

**customer connection contract** means a contract between you and your distributor for the provision of customer connection services;

**Note for Victorian customers:** There are no gas customer connection contracts in Victoria.

**designated retailer** means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

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

**distributor** means the person who operates the system that connects your premises to the distribution network;

### **For Victorian customers:**

**distributor planned interruption** means an interruption of supply planned in advance by a distributor, including for planned maintenance, repair or augmentation of the distribution system; or for installation of a new supply to another customer.

**For New South Wales, Queensland and South Australian customers:**

**distributor planned interruption** means an interruption for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or
- (c) the installation of a new connection or a connection alteration;

**Note for Victorian customers:** In Victoria, **Electricity Industry Act** means the **Electricity Industry Act 2000**.

**emergency** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

**energy** means electricity or gas;

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

**Note for Victorian customers:** In Victoria **Energy Retail Code** means the **Energy Retail Code** Version 11 dated 13 October 2014 produced by the Essential Services Commission Victoria and as amended from time to time.

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

**For Victorian customers:**

**gas full commencement date** means 1 July 2020.

**Gas Industry Act** means the **Gas Industry Act 2001**.

**gas retailer** means a person who holds a retail licence under the Gas Industry Act.

**GST** has the meaning given in the GST Act (*A New Tax System (Goods and Services Tax) Act 1999* (Cth));

**For New South Wales, Queensland and South Australian customers:**

**interruption** means the temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection;

**medical confirmation** means certification from a registered medical practitioner of the requirement for life support equipment at your premises;

**For Victorian customers:**

**medical confirmation** means certification in a medical confirmation form from a registered medical practitioner that a person residing or intending to reside at a customer's premises requires life support equipment;

**medical confirmation form** means a written form issued by a retailer to enable the customer to provide medical confirmation to the retailer;

**National Energy Retail Law** means the Law of that name that is applied by each participating State and Territory;

**Powerdirect** means Powerdirect Pty Ltd (ABN 28 067 609 803) of Level 24, 200 George Street, Sydney NSW 2000;

**relevant authority** means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

**residential customer** means a person who purchases energy principally for personal, household or domestic use at their premises;

**retailer** means a person that is authorised to sell energy to customers;

**For New South Wales, Queensland and South Australian customers:**

**retailer planned interruption** means an interruption that:

- (a) is for the purposes of the installation, maintenance, repair or replacement of an electricity meter; and
- (b) does not involve the distributor effecting the interruption; and
- (c) is not an interruption which has been planned by your distributor;

**RoLR event** means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

**Note for Victorian customers:** In Victoria the Retailer of Last Resort scheme is under the Electricity Industry Act or the Gas Industry Act.

**rules** means the National Energy Retail Rules made under the National Energy Retail Law;

**security deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;

**small customer** means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

**Note for Victorian customers:** In Victoria, a **small customer** is a 'domestic or small business customer' as defined in the Electricity Industry Act or the Gas Industry Act.

**standing offer prices** means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.

# Privacy Policy

(including Credit Reporting Policy)

Effective 29 September 2021



## 1. ABOUT US

**The AGL Group provides a wide range of energy and other products and services. This policy describes how we handle your personal information and credit-related information.**

The AGL Group (AGL Energy Limited and its related companies) provides gas, electricity, energy-related and other products and services.

This policy describes how the AGL Group handles your personal information and credit-related information.

You can find out more about the AGL Group at [agl.com.au/who-we-are](http://agl.com.au/who-we-are)

## 2. YOUR PRIVACY IS IMPORTANT TO US

**We keep your information safe. We aim to be clear and open about what we do with it.**

We understand that your privacy is important to you, and we value your trust. That's why we protect your information and aim to be clear and open about what we do with it.

This policy describes how we handle your *personal information and credit-related information*.

Personal Information is information that identifies you or can be reasonably linked to your identity.

Credit-related information is information about how you manage your credit, the credit that you have applied for or obtained, your payment history and creditworthiness and the information contained in your credit file.

When we collect this information, we follow the obligations set out in the *Privacy Act 1988* (Cth).

We update our privacy policy when our practices change. You can always find the most up-to-date version on our website.

## 3. WHAT INFORMATION DO WE COLLECT?

**We collect information about you when you interact with us. We may also collect information about you from other people and organisations.**

We only collect your personal information when we need it to provide our products and services or to comply with the law. The kinds of information that we collect depends on how you interact with us. Here are some examples.

### **Information we collect from you**

We collect the name and contact details (landline, mobile, email) of our customers and their authorised representatives as well as shareholders, business contacts, job applicants and contractors and others. We may also collect:

- **If you are a customer:** Your date of birth, address (supply and mailing if different), address history

(where relevant), concession details (where applicable), other forms of identification (such as driver's licence or passport), payment details, ABN (if applicable) and information about your property that you tell us and your use of our products and services including energy usage and consumption information. For example, how much energy you use and when you use it. We may also collect information about appliances used and the timing and efficiency of use where you have sensors or other technology installed.

- **If you are an authorised representative on another person's account:** first name, last name, date of birth, telephone number, address and the relationship with our customer.
- **If you are a shareholder:** Your tax file number, if you provide it.
- **If you apply for a job with us:** Information that you provide about your right to work, employment history, qualifications and ability.

We collect information when you interact with us using the channels we make available to you – online, through our app, direct contact with our contact centre, social media, and using voice tools (including Amazon Alexa and Google Home).

If you give us personal information about other people, we will assume that they have agreed that you can do this.

### **Information we collect from others**

- **When you get a quote to apply to open an account with us:** Your credit history information.
- **We collect credit-related information from credit reporting bodies about you** when you set up an account with us or when your account is in default. This information can be found on your credit file, including the fact that you have applied for credit, the amount and type of credit, details of your current and previous credit providers, start and end dates of credit arrangements, and information about listings on your credit file including defaults and court judgments.
- **We collect credit-related information from other AGL Group companies, from public sources, and from other third parties** including government agencies such as the Australian Financial Security Authority which manages the National Personal Insolvency Index.
- **When you use our websites, mobile apps and platforms:** Your IP address, device identifiers and information about how you use our websites such as session information and login attempts. We use web analytics services to do this. These services include: Google Analytics, Google AdSense, DoubleClick, Adobe or Microsoft.

- **When you participate in market research:** Information about you and your responses from the service provider that conducted the research.
- **When you engage with our sales partners:** Your name, address and contact details, so we can contact you about products you may be interested in.
- **If you are a business contact for our customers or service providers:** Your name, job title and contact details.
- **If you are a shareholder:** To comply with the law and manage your shares in AGL, we may collect details about your investment from our shareholder register service provider. You can find more information on our Shareholder Services page at [agl.com.au/shareholder](https://www.agl.com.au/shareholder)
- **If you apply for a job with us:** Professional background, qualifications and memberships, and references from your former employers. Where it is relevant to the role, we may also collect screening check information (such as background, medical, drugs and alcohol, criminal records, bankruptcy, directorship and company checks), and abilities testing, including psychometric testing.

### **Sensitive information**

The Privacy Act protects your *sensitive information*, such as information about your health or ethnicity. Where we need this information for your account (for example, to ensure continuous service to your property or to assist with translation services), we'll ask for your permission — except where otherwise allowed by law.

## **4. HOW DO WE USE YOUR INFORMATION?**

**We use your information to deliver our products and services, manage our business and comply with the law. We also use your information for other reasons, such as to better understand you and your needs.**

We collect and use your information so we can:

- confirm your identity
- provide you with the products and services that you have asked for
- handle payments and refunds
- communicate with you about your account
- manage your credit arrangements with us
- manage accounts that are overdue, including where we sell debt
- respond to applications, questions, requests or complaints that you have made to us
- maintain and update our records and carry out other administrative tasks

- improve customer experience and do market research
- if you are a shareholder, manage your shareholding
- if you have applied to work with us, assess your application
- investigate possible fraud and illegal activity
- comply with laws, including assisting government agencies and law enforcement investigations, and
- manage our business.

If we don't have your personal information, we may not be able to do these things. For example, we may not be able to deliver the products or services you have asked for or respond to your questions.

### **Direct marketing**

We may also use your personal information to tell you about products or services that we think you might be interested in. We may send you marketing messages in various ways, including by mail, email, telephone, SMS, and digital marketing including advertising through our apps, websites, social media or third-party websites.

If you tell us how you would prefer to be contacted, we will contact you in that way where we can.

If you don't want to receive direct marketing messages, you can opt out by:

- contacting our Customer Solutions Team (see section 9), or
- following the instructions in any marketing communication you receive from us (for example, using the 'unsubscribe' link in an email or responding to an SMS as instructed)

Please note that we may still send you important administrative and safety messages even if you opt out of receiving marketing communications.

### **The way we use data**

We're always working to develop and improve our products and services, and improve our processes to ensure that they and we better meet your needs.

New technologies let us combine information we have about our customers and users with data from other sources, such as third-party websites or the Australian Bureau of Statistics.

We also collect information about people that does not identify them such as website and advertising analytics, and data from service providers.

We analyse this data to help us learn more about our customers and improve our products and services. Where we work with partners or service providers to do this, we do not pass on personal information about you.

## 5. WHO DO WE SHARE YOUR INFORMATION WITH?

**We share your information for the purposes set out in section 4, with our service providers, and to comply with the law. When we do this, we take steps to keep your information safe.**

We share your personal information with other people and companies where we need to for the purposes set out in section 4. This includes sharing:

- with our installation, maintenance and fulfillment partners, so they can make installations and maintain products and services that we offer
- with other energy companies and other companies (like those that own or operate poles and wires) that help us deliver our products and services, or to migrate your service if you change energy providers
- with credit reporting agencies to process new applications, assess and manage applications for credit, manage overdue accounts, and review your creditworthiness
- with insurance investigators
- with people that you have asked us to give your information to, such as your authorised representatives or legal advisors
- if you have applied to work with us, with your previous employers to confirm your work history
- to comply with laws and assist government agencies and law enforcement.

We also share personal information with people and organisations that help us with our business, such as professional advisors, IT support, and corporate and administrative services including mercantile agents (including debt collectors) and debt buyers. We only do this where it's needed for those services to be provided to us. When we do this, we take steps that require our service providers to protect your information.

The credit reporting bodies we use include:

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**Equifax Australia**  
(formerly Veda)

GPO Box 964  
North Sydney NSW 2059

Online contact form:  
**[equifax.com.au/contact](https://equifax.com.au/contact)**

Phone: 13 83 32  
Website: [equifax.com.au](https://equifax.com.au)

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**Illion**  
(credit reporting & default listing)  
(formerly Dun & Bradstreet)

PO Box 7405, St Kilda Rd  
Melbourne VIC 3004

Online contact form:  
**[illion.com.au/contact-us](https://illion.com.au/contact-us)**

Phone: 13 23 33  
Email: [chc-au@illion.com.au](mailto:chc-au@illion.com.au)  
Website: [illion.com.au](https://illion.com.au)

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**Experian Australia**

GPO Box 1969  
North Sydney NSW 2060

Online contact form:

**[experian.com.au/contact-us](https://experian.com.au/contact-us)**

Phone: 1300 783 684

Email: [creditreport@au.experian.com](mailto:creditreport@au.experian.com)

Website: [experian.com.au](https://experian.com.au)

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**CreditorWatch**

GPO Box 276  
Sydney NSW 2001

Online contact form:

**[creditorwatch.com.au/contact](https://creditorwatch.com.au/contact)**

Phone: 1300 501 312

Website: [creditorwatch.com.au](https://creditorwatch.com.au)

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You can contact those credit reporting bodies or visit their websites to see their policies on the management of credit-related information, including details of how to access your credit-related information they hold. You have the right to request credit reporting bodies not to:

- use your credit-related information to determine your eligibility to receive direct marketing from credit providers; and
- use or disclose your credit-related information, if you have been or are likely to be a victim of fraud.

Our website links to a number of third-party websites. We are not responsible for the privacy practices of these other sites. We recommend that individuals review the Privacy Policy and Credit Reporting Policy on these websites.

**Sending personal information overseas**

Some of our service providers are located or operate outside of Australia. Where we need to, we send them information so that they can provide us services. The countries where our service providers may be located are India, Indonesia, Fiji, New Zealand, the Philippines, South Africa, the USA, the UK and some member states within the European Union.

**6. KEEPING YOUR INFORMATION SAFE**

**We train our staff in how to keep your information safe and secure. We use secure systems and environments to hold your information. We only keep your information for as long as we need it.**

We take steps in accordance with the *Guide to Securing Personal Information* published by the Office of the Information Commissioner, to secure our systems and the personal information we collect.

Here are some examples of the things we do to protect your information.

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**Staff obligations and training**

We train our staff in how to keep your information safe and secure.

Our staff are required to keep your information secure at all times, and are bound by internal processes and policies that confirm this.

Access to personal information is controlled through access and identity management systems.

We have security professionals who monitor and respond to (potential) security events across our network.

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**System security**

We store your information in secured systems which are in protected and resilient data centres.

We have technology that prevents malicious software or viruses and unauthorised persons from accessing our systems.

We also share non-personal information about how people use our websites with security service providers to ensure that our websites are protected.

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**Services providers and overseas transfers**

When we send information overseas or use service providers that handle or store data, we require them to take steps to keep your information safe and use it appropriately.

We control where information is stored and who has access to it.

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**Building security**

We use a mix of ID cards, alarms, cameras, guards and other controls to protect our offices and buildings.

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**Our websites and apps**

When you log into our websites or app, we encrypt data sent from your computer or device to our system so no-one else can access it.

We partner with some well-known third parties as alternative ways to access your online account.

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**Destroying or de-identifying data when no longer required**

We aim to keep personal information only for as long as we need for our business or to comply with the law.

When we no longer need personal information, we take reasonable steps to destroy or de-identify it.

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## 7. ACCESSING, UPDATING AND CORRECTING YOUR INFORMATION

### **You can ask to see a copy of the personal information or credit-related information that we hold about you or ask us to update or correct it.**

You can ask us for a copy of the personal information or credit-related information that we hold about you by contacting us. Before we give you your information, we will need to confirm your identity.

### **How can you contact us?**

See section 9 for details on how you can contact us.

### **How long will it take?**

We try to make your information available within 30 days after you ask us for it. If it will take longer, we'll let you know.

### **Can we refuse to give you access?**

In some cases, we can refuse access or only give you access to certain information. For example, we're not able to let you see information that is commercially sensitive. If we do this, we'll write to you explaining our decision.

### **Can you correct or update your information?**

You can ask us to correct or update any of your personal information or credit-related information that we have. If we've given the information to another party, you can ask us to let them know it's incorrect.

If we don't think the information needs to be corrected, we'll let you know why. You can ask us to include a statement that says you believe our record about you is inaccurate, incomplete, misleading or out of date.

## **8. MAKING A PRIVACY COMPLAINT**

**If you're concerned about how we've handled your information, let us know and we'll try to fix it.**

**If you're not satisfied with how we handled your complaint, you can contact the Australian Privacy Commissioner.**

### **How can you make a privacy complaint?**

If you are concerned about your privacy or how we've handled your personal information, you can make a complaint and we'll try to fix it. See section 9 for details on how you can contact us.

### **How do we manage privacy complaints?**

We will:

- keep a record of your complaint
- respond to you about your complaint and let you know how we will try to resolve it and how long that may take.

### **What else can you do?**

If you're not satisfied with how we have managed your privacy complaint, you can contact your local Ombudsman at any time for advice or to make a complaint. The Ombudsman is independent, and their services are free.

If you are in the Australian Capital Territory, you can contact the ACT Civil and Administrative Tribunal.

### **ACT Civil and Administrative Tribunal**

GPO Box 370  
Canberra ACT 2601

**Online complaint form:** [acat.act.gov.au/fees-and-forms/online-forms/energy-and-water-complaint-form](https://acat.act.gov.au/fees-and-forms/online-forms/energy-and-water-complaint-form)

**Phone:** 02 6207 1740  
**Email:** ewcomplaints@act.gov.au  
**Website:** acat.act.gov.au

If you are in New South Wales, you can contact the Energy and Water Ombudsman NSW.

### **Energy and Water Ombudsman NSW**

Reply Paid 86550,  
Sydney South NSW 1234

**Online complaint form:**  
[ewon.com.au/page/making-a-complaint/complaint-forms](http://ewon.com.au/page/making-a-complaint/complaint-forms)

**Phone:** 1800 246 545  
**Email:** complaints@ewon.com.au  
**Website:** ewon.com.au

If you are in Victoria, you can contact the Energy and Water Ombudsman Victoria.

### **Energy and Water Ombudsman Victoria**

Reply Paid 469  
Melbourne VIC 8060

**Online complaint form:**  
[ewov.com.au/complaints/online-complaint-form](http://ewov.com.au/complaints/online-complaint-form)

**Phone:** 1800 500 509  
**Email:** ewovinfo@ewov.com.au  
**Website:** ewov.com.au

If you are in Queensland, you can contact the Energy and Water Ombudsman Queensland.

### **Energy and Water Ombudsman Queensland**

PO Box 3640  
South Brisbane BC Qld 4101

**Online complaint form:**  
[ewoq.com.au/submit-a-complaint](http://ewoq.com.au/submit-a-complaint)

**Phone:** 1800 662 837  
**Email:** complaints@ewoq.com.au or info@ewoq.com.au  
**Website:** ewoq.com.au

If you are in South Australia, you can contact the Energy and Water Ombudsman South Australia.

### **Energy and Water Ombudsman South Australia**

GPO Box 2947  
Adelaide SA 5001

**Online complaint form:**  
[ewosa.com.au/resolving-complaints](http://ewosa.com.au/resolving-complaints)

**Phone:** 1800 665 565  
**Website:** ewosa.com.au

If you are in Western Australia, you can contact the Energy and Water Ombudsman Western Australia.

**Energy and Water Ombudsman Western Australia**

PO Box Z5386  
St Georges Terrace  
Perth WA 6831

**Phone:** 1800 754 004

**Email:** [energyandwater@ombudsman.wa.gov.au](mailto:energyandwater@ombudsman.wa.gov.au)

**Website:** [ombudsman.wa.gov.au/energyandwater/index.html](http://ombudsman.wa.gov.au/energyandwater/index.html)

You can also complain to the Australian Privacy Commissioner who can be found at the Office of the Australian Information Commissioner (OAIC).

**Office of the Australian Information Commissioner**

GPO Box 5218  
Sydney NSW 2001

**Online complaint form:**

[oaic.gov.au/individuals/how-do-i-make-a-privacy-complaint](http://oaic.gov.au/individuals/how-do-i-make-a-privacy-complaint)

**Phone:** 1300 363 992

**Email:** [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

**Website:** [oaic.gov.au](http://oaic.gov.au)

**9. CONTACT US**

To ask us a question, access your personal information, request a correction to your personal information, make a complaint, or get a printed copy of this policy, you can contact our Customer Solutions team on **1300 307 966** (8.30am to 6pm AET, Monday to Friday).

If you need to contact us about something else, you can find out how at **[powerdirect.com.au/contact](http://powerdirect.com.au/contact)**

For more information, call 1300 307 966  
or visit [powerdirect.com.au](http://powerdirect.com.au)

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