

# Market Contract Customer

1 July 2020





<b>General Terms</b>	<b>5</b>
1 This Agreement.	6
2 Services.	7
3 Retail Transfer.	9
4 Cooling-off Period.	9
5 Term of this Agreement.	10
6 Termination.	11
7 Disconnection.	12
8 Reconnection.	12
9 Connection to Distribution Network.	12
10 Supply of Electricity and Interruptions.	13
11 Energy Rates and Charges.	14
12 Variation to Energy Rates and Charges.	14
13 Meters.	17
14 Meter Reading.	18
15 Billing.	18
16 Payment.	19
17 Pay on Time Discount.	20
18 Direct Debit.	21
19 GST.	21
20 Last Resort Event.	21
21 Force Majeure.	22
22 Energy Efficiency.	22
23 Dispute Resolution.	22
24 Privacy.	22
25 Meter Data.	22
26 Assignment or Transfer.	23
27 Waiver.	23
28 Notices.	23
29 Severability.	24
30 Governing Law.	24
31 Glossary of Terms.	24
32 Interpretation.	29
<b>Privacy Policy (including Credit Reporting Policy)</b>	<b>31</b>
<b>Cancellation Notice</b>	<b>43</b>



# General Terms

---



Powerdirect Pty Ltd ABN 28 067 609 803 of: Level 24, 200 George Street, Sydney NSW 2000, (referred to in these terms and conditions as 'Powerdirect', 'us', 'we' or 'our') and the Small Customer (referred to herein as 'you' or 'your'), agree to enter into a retail electricity Agreement which includes the following terms and conditions:

## **1 THIS AGREEMENT.**

**1.1** The Agreement between us and you consists of these terms and conditions, the Supporting Documentation and any other documents incorporated by reference into these terms and conditions (together referred to as '**this Agreement**').

**1.2** Subject to clause 1.3 and clause 1.4 or any permitted variation to this Agreement, in the event of any inconsistency between the Supporting Documentation and these terms and conditions, the Supporting Documentation prevails.

**1.3** Where permitted by the Regulatory Requirements, if a term or condition of this Agreement is inconsistent with a Regulatory Requirement, the term or condition will prevail to the extent permitted.

**1.4** If:

- (a) any matter required to be dealt with by a Regulatory Requirement is not, or is only partly, expressly dealt with in this Agreement; or
- (b) any term or condition of this Agreement is rendered void for inconsistency with a Regulatory Requirement, the relevant Regulatory Requirement is incorporated into this Agreement in whole or in part as required.

**1.5** Both parties agree to comply with all Regulatory Requirements.

**1.6** To the extent we are required to do so by the Regulatory Requirements, on request we will provide you with:

- (a) information about all or any part of these terms and conditions, including giving you a copy or referring you to our website at **powerdirect.com.au**; and
- (b) information about any Interruptions to your electricity supply planned by us.

### *Variation of Agreement*

**1.7** We may vary or replace these terms and conditions at our discretion if:

- (a) we give you not less than 20 Business Days written notice of the variation or replacement (which may consist of a message on your bill with a link to details of the variation on our website), unless expressly permitted by another clause in this Agreement;
- (b) the proposed variation or replacement is not

prohibited by the Regulatory Requirements.

- 1.8** Despite clause 1.7, we may by written notice to you immediately vary this Market Contract:
- (a) to accommodate any change in any Regulatory Requirement or permitted by a Regulatory Requirement;
  - (b) to make a change that you have requested or expressly consented to;
  - (c) to make an administrative or typographical change; or
  - (d) to make the terms of this Market Contract more favourable to you.
- 1.9** If you request a variation to this Agreement:
- (a) to add an Ancillary Product, then we will provide you with the Ancillary Product terms and conditions which will be incorporated into this Market Contract in accordance with those terms; or
  - (b) to remove an Ancillary Product, then the Ancillary Product terms and conditions will cease to be incorporated into this Market Contract in accordance with those terms.
- 1.10** Subject to clause 1.11, you may terminate this Agreement by giving us notice of your intention to terminate this Agreement within 20 Business Days after receiving notice under clause 1.7 and we will waive any applicable Early Termination Fee.
- 1.11** If you terminate this Agreement in accordance with clause 1.10:
- (a) such termination will not be effective until the date you or any other person enter into another retail electricity agreement with us at the Supply Address or financial responsibility for electricity supply at the Supply Address is transferred to any other electricity retailer (the '**Termination Date**'); and
  - (b) subject to clause 1.11, on and from the date we receive notice of such termination until the Termination Date, the relevant variation or replacement is of no effect and does not form part of this Agreement, unless the Regulatory Requirements require it.
- 1.12** If, within 90 days of terminating this Agreement in accordance with clause 1.10, you have not entered into another retail electricity agreement with us at the Supply Address, or you have not transferred financial responsibility for your electricity supply to any other electricity retailer, then you agree that the variation to, or replacement of these terms and conditions will apply as notified to you pursuant to clause 1.7.

## **2 SERVICES.**

- 2.1** We agree to sell to you, and you agree to purchase from us, any electricity used or required through or at your

Supply Point in accordance with this Agreement.

- 2.2** We will arrange a Meter Service Provider to provide, install, repair, replace, alter, maintain and remove your Meter as required.
- 2.3** We may not be able to sell you electricity:
- (a) if your Supply Point forms part of an embedded network or is supplied via an Exempt Seller Arrangement, unless the customer at the Supply Point is a child point in an Embedded Network and has chosen to enter into this Agreement;
  - (b) for certain types and configurations of electricity Meter which may be installed at your Supply Address; or
  - (c) if the Regulatory Requirements prevent us from doing so.
- 2.4** Details of your electricity Meter type and configuration or the circumstances at the Supply Point may not become available to us until the time of your transfer to us. If we become aware that we cannot provide the service to you as contemplated by this Agreement, we will contact you as soon as possible with alternative options, which may include us ending or varying this Agreement to reflect your circumstances or the circumstances of your Supply Point.
- 2.5** If you already have an agreement with us for the sale of electricity to you in respect of the Supply Point, this Agreement replaces it on and from the Start Date.
- 2.6** To facilitate Powerdirect conducting New Meter Deployments at the Supply Point:
- (a) you authorise us to undertake New Meter Deployments and waive your rights to opt out of having your existing Meter replaced during a New Meter Deployment; and
  - (b) if you notify us at any time but at least 30 days prior to a New Meter Deployment that you do not wish to waive these rights or participate in a New Meter Deployment, we will use our best endeavours to exclude you from our New Meter Deployments.

*Life Support Equipment*

- 2.7** If a person living or intending to live at the Supply Address requires life support equipment (as defined under the Regulatory Requirements) you must:
- (a) register the requirement for life support equipment with us or your Distributor; and
  - (b) provide certification from a registered medical practitioner of the requirement for life support equipment at the Supply Address within 50 Business Days of registering the life support equipment in accordance with paragraph 2.7(a).
- 2.8** Following registration of the life support equipment, we



will provide you with advice and information as required under Regulatory Requirements to assist you in the event of an Interruption to your Energy Supply.

- 2.9** If certification from a registered medical practitioner is not provided in accordance with paragraph 2.7(a), your Supply Address may cease to be registered as requiring life support equipment.
- 2.10** You must tell us or your Distributor if the Registered Life Support Equipment is no longer required at the Supply Address.

### **3 RETAIL TRANSFER.**

- 3.1** The commencement of this Agreement is conditional upon the Agreement meeting our internal approval process including our credit checking, contract closure and verification process.
- 3.2** By entering into this Agreement, you understand that you have chosen us as your electricity retailer and, if required, you consent to us taking the necessary steps to complete the transfer of your Supply Point to us.
- 3.3** You will be required to pay any costs associated with a special Meter Reading performed to transfer your Supply Point (where remote reading is not possible) to us as a result of:
- (a) a request to transfer your Supply Point on a day other than a scheduled Meter Reading; or
  - (b) our, the Meter Service Provider's or your Distributor's inability to access your Supply Point in order to obtain the scheduled Meter Reading required to transfer your Supply Point.
- 3.4** We may pass through to you any connection fees that are incurred in order to connect the Supply Point to the Distribution Network.

### **4 COOLING-OFF PERIOD.**

- 4.1** You may cancel this Agreement at any time prior to the expiry of the Cooling-off Period by giving us notice either in writing or by telephone clearly indicating that you intend to terminate this Agreement.
- 4.2** If you cancel this Agreement during the Cooling-off Period, this Agreement has no effect, subject to clause 4.3
- 4.3** If you cancel your Agreement under this clause 4, you may be responsible to pay for electricity consumed at or through the Supply Point or other services provided prior to cancellation.
- 4.4** Despite clause 28.2 (a), if a notice in writing under clause 4.1 is sent by mail, it is taken to be received by us on the date it was sent.
- 4.5** The right to terminate this Agreement prior to the expiration of the Cooling-off Period may be exercised

despite any acceptance of this Agreement by you.

- 4.6** This clause 4 does not affect any rights at law or in equity that you may have under this Agreement.

**5 TERM OF THIS AGREEMENT.**

- 5.1** Obligations under this Agreement will commence on the Start Date, which is the later of:
- (a) the date on which we become the financially responsible market participant for your Supply Point;
  - (b) the date immediately following expiry of the Cooling-off Period; and
  - (c) the date on which the Agreement passes our internal approval processes.
- 5.2** We may commence to supply you electricity on a Start Date prior to the dates set out in clause 5.1 if the sale of electricity to you involves the provision of a new connection service, in which case we will bill you, and you must pay us, under the terms of this Agreement for electricity we supplied you during that period.
- 5.3** This Agreement will continue until it is terminated in accordance with these terms and conditions.
- 5.4** Subject to any Regulatory Requirements:
- (a) If your Energy Plan does not have a fixed term, from the date of the end of the current Minimum Period (or at any time after the expiry of the latest Minimum Period) your Energy Plan ends and:
    - (i) unless we provide you with notice under clause 5.4(a)(1), your Market Contract continues under a new Energy Plan for a further Minimum Period on the same terms (subject to variations in your applicable Energy Rates in accordance with any Regulatory Requirements) that applied immediately before the end of the current Minimum Period;
    - (ii) if we provide you with notice prior to the end of the current Minimum Period, this Market Contract continues from the end of the current Minimum Period under a new Energy Plan for a further Minimum Period on the terms specified in that notice.
  - (b) If your Energy Plan has a fixed term: from the end of the current Minimum Period, your Energy Plan ends. We will notify you prior to the end of the current Minimum Period that this Market Contract will terminate and the supply of electricity will continue under a Standard Retail Contract (in accordance with any Regulatory Requirements including, but not limited to, the Victorian Default Offer or Default Market Offer as applicable), unless you accept and agree to enter into a new retail electricity agreement with us.

**5.5** Subject to clause 6.7, if you do not wish to continue this Agreement for a Further Minimum Period, you may terminate this Agreement or enter into another retail electricity agreement with us or another electricity retailer and no Early Termination Fee will apply.

## **6 TERMINATION.**

**6.1** Subject to the Regulatory Requirements, we may terminate this Agreement immediately once one of the following occurs:

- (a) at the end of the period of 10 Business Days commencing on the day your Supply Point has been disconnected and your rights (if any) to have the Supply Point reconnected have expired;
- (b) you have entered into another retail electricity agreement with us or another electricity retailer; or
- (c) another electricity retailer has become the financially responsible market participant for the Supply Point.

**6.2** Except where clause 6.3 applies, you or we can terminate this Agreement at any time by giving at least 20 Business Days' notice to the other party.

**6.3** Where you are vacating your Supply Address, you may terminate this Agreement prior to the end of any Minimum Period by giving us at least 3 Business Days prior notice.

**6.4** Except where we exercise our right under clause 6.2, or where clause 6.5 applies, and subject to the Regulatory Requirements, if this Agreement has a Minimum Period and this Agreement is terminated by you or us prior to the end of the Minimum Period, we may charge you the Early Termination Fee.

**6.5** Where you terminate this Agreement prior to the end of the Minimum Period by vacating your Supply Address, we will agree to waive any applicable Early Termination Fee if, at the time of terminating this Agreement, you enter into a new Agreement with us for the provision of electricity at your new Supply Address.

**6.6** Subject to the Regulatory Requirements, insufficient notice of your intention to terminate this Agreement, or your failure to provide safe access at your Supply Address to perform a final Meter Reading (where remote reading is not possible) as a result of notice of your intention to terminate this Agreement, may result in you being responsible to pay for electricity subsequently consumed at or through the Supply Point.

**6.7** We will remain the electricity retailer for your Supply Point until the Supply Point is transferred to another electricity retailer. If you wish to terminate this Agreement by transferring to another electricity retailer, you must take all necessary steps to facilitate the transfer. You will remain liable to us for all electricity consumed at the Supply Point until you do so.

**6.8** We may terminate this Agreement immediately if you cease to be a Small Customer in respect of the Supply Point.

## **7 DISCONNECTION.**

**7.1** We may only arrange disconnection of your Supply Point if we have complied with our obligations under the Regulatory Requirements.

**7.2** Unless you ask us to, we will not arrange disconnection of your Supply Point otherwise than in accordance with the Regulatory Requirements. In particular, we will not arrange disconnection:

- (a) for non payment of a bill where the amount payable is less than any amount approved by the relevant Regulatory Requirements;
- (b) where any complaint you have made to us or the energy ombudsman in the State in which your Supply Address is located that is directly related to the reason for the proposed disconnection remains unresolved;
- (c) while an application made by you for assistance under any Government-funded rebate or relief scheme that is available to electricity consumers or any payment plan that may be offered by us is pending;
- (d) where the only unpaid amount is a charge for something other than the sale of electricity;
- (e) while any Registered Life Support Equipment at the Supply Address remains registered with us or your Distributor; or
- (f) on a day or at a time during which disconnection is prohibited by the Regulatory Requirements applicable to your Supply Point.

## **8 RECONNECTION.**

**8.1** Where the supply of electricity to your Supply Point has been disconnected in accordance with clause 7, and you have remedied the reason for our arranging disconnection within 10 Business Days of the disconnection, you may request that we arrange reconnection of supply to your Supply Point.

**8.2** We will arrange reconnection of supply to your Supply Point only after you comply with all conditions that we are entitled to require of you under the Regulatory Requirements.

## **9 CONNECTION TO DISTRIBUTION NETWORK.**

**9.1** In accordance with all applicable Regulatory Requirements, the sale of electricity by us to you depends on the Supply Point being connected to the Distribution Network.

**9.2** You have a separate connection contract with your Distributor. Your Distributor is responsible for the:

- (a) maintenance of the connection of your Supply Point to the distribution Network;

- (b) supply of electricity to the Supply Point via the Distribution Network; and
- (c) quality and other characteristics of the electricity.

**9.3** Unless otherwise negotiated between you and your Distributor, your connection contract with your Distributor will come into operation by way of law once the Supply Address is connected to the Distribution Network.

## **10 SUPPLY OF ELECTRICITY AND INTERRUPTIONS.**

**10.1** The supply of electricity may be subject to variations in voltage and frequency and may contain voltage surges, which may cause damage to your equipment. We are unable to guarantee the quality or the security of supply of electricity.

**10.2** We or the Meter Service Provider may need to Interrupt your supply of electricity, including:

- (a) to install, maintain, repair, alter or replace your electricity Meter;
- (b) in an emergency;
- (c) for health and safety reasons; or
- (d) due to any circumstances beyond our reasonable control or where otherwise permitted under the Regulatory Requirements.

**10.3** Where we need to Interrupt your supply of electricity we will:

- (a) give you at least 4 Business Days' notice (except in the case of an emergency);
- (b) specify the expected time, date and duration of the Interruption;
- (c) provide a 24 hour telephone number of any questions you might have; and
- (d) if there is Registered Life Support Equipment at the Supply Point, provide you an emergency telephone number.

**10.4** Your Distributor may also need to Interrupt your supply of electricity. Where this occurs:

- (a) your Distributor is responsible for providing you notice in accordance with the Regulatory Requirements; and
- (b) to the extent permitted by law, you agree that we are not liable for such Interruption or reduction in the supply of electricity or any variation in the voltage and frequency of the supply.

**10.5** You must take reasonable precautions to minimise the risk of loss or damage to your equipment, premises or business which may result from poor quality or reliability of electricity supply.

**10.6** To the extent permitted by law, all implied conditions, warranties and undertakings are excluded.

- 10.7** Any liability that cannot be excluded but that can be limited is (at our option) limited to:
- (a) providing equivalent goods or services provided under the Agreement to you or your Supply Point; or
  - (b) paying you the cost of replacing the goods or services, or acquiring equivalent goods or services, provided under this Agreement to you or your Supply Point.

**10.8** This clause 10 will apply in addition to, and will not vary or exclude the operation of, any exclusion from or limitation of liability either party may be entitled to claim the benefit of under any Regulatory Requirements.

## **11 ENERGY RATES AND CHARGES.**

**11.1** You agree to pay any amount, including any Charge that is set out (or basis for the calculation of the amount) in this Agreement and the Supporting Documentation.

**11.2** If more than one Energy Rate appears in the Supporting Documentation, the respective Energy Rates will begin to apply at the consumption levels identified in the Supporting Documentation or where no consumption levels are identified, at the consumption levels prescribed by your Distributor for the purpose of determining your Network Charges for your Supply Point.

**11.3** If your Energy Rates are based on a time of use tariff structure, the times when the respective Energy Rates apply will be identified in the Supporting Documentation or, where no times are identified, at the times prescribed by your Distributor for the purpose of determining your Network Charges for your Supply Point.

**11.4** Notwithstanding anything to the contrary in this Agreement, if ancillary electricity services such as electrical hot water, solar or slab heating are provided, or commence to be provided, for your Supply Point, the ancillary rates specified in your Supporting Documentation will apply to any electricity consumption relating to those services. In all cases, your ancillary rate includes a reasonable estimate of all Pass-Through Costs associated with such ancillary services.

## **12 VARIATION TO ENERGY RATES AND CHARGES.**

### *General Price Variation*

**12.1** You understand and agree that we may vary the Energy Rates and Service Charge under this Agreement at our discretion by giving you written notice of that variation, in accordance with Regulatory Requirements, and in any event no later than in your next bill after the variation.

**12.2** Subject to clause 12.3, you may terminate this Agreement by giving us notice of your intention to terminate this Agreement within 20 Business Days after being informed that we are increasing your Energy Rates, if the new Energy Rates are more than the greater of:

- (a) the energy rates that would be applicable under your local electricity retailer's standard contract; or
- (b) the amounts that would result from increasing your Energy Rates (inclusive of Pass-Through Cost and Emissions and Renewable Energy Charges) by the percentage increase in the CPI since the later of the Start Date and your most recent price variation, in which case we will waive any applicable Early Termination Fee.

**12.3** If you terminate this Agreement in accordance with clause 12.2:

- (a) such termination will not be effective until the date you or any other person enter into another retail electricity Agreement with us at the Supply Address, or financial responsibility for electricity supply at the Supply Address is transferred to any other electricity retailer (the 'Termination Date'); and
- (b) subject to clause 12.4, on and from the date we receive notice of such termination until the Termination Date, you will continue to be charged the Energy Rates and Service Charge that were applicable immediately before we informed you of the increase.

**12.4** If, within 90 days after terminating this Agreement in accordance with clause 12.2, you have not entered into another retail electricity Agreement with us at the Supply Address, or you have not transferred financial responsibility for your electricity supply to any other electricity retailer, then you agree that clause 12.3(b) will not apply and you will be charged the increased Energy Rates and Service Charge as notified to you pursuant to clause 12.1.

*CPI Adjustment*

**12.5** Subject to clause 12.6, the Energy Rates and Service Charge (or the Energy Rates as previously adjusted under this clause 12.5) may at our discretion be adjusted on and from each anniversary of the Start Date to reflect the percentage increase in the CPI for the preceding 12 months. We will give you written notice of any such adjustment in accordance with Regulatory Requirements and in any event no later than in your next bill. Notwithstanding anything else in this clause, we will not increase your Rates if this is not permitted in accordance with any Regulatory Requirements.

**12.6** Where the Energy Rates and Service Charge set out in the Supporting Documentation include Pass-Through Costs, the increase in accordance with clause 12.5 will only not apply to the component of the Energy Rates and Service Charge which comprises the Pass-Through Costs.

### *Meter Upgrade*

- 12.7** Where a basic or accumulation Meter is operating at your Supply Point and we or your Distributor arranges a Meter Service Provider to install a Digital Meter or a Digital Meter Without Communications, or we are required by a Regulatory Requirement to install a Digital Meter or a Digital Meter Without Communications, we may vary your Energy Rates, the Service Charge, or the structure of your Energy Rates to take into account any additional cost incurred by us or the Meter Service Provider or any change in your Network Charges, as a result of the installation and operation of the Digital Meter or a Digital Meter Without Communications.

### *Variation of Retail Fees*

- 12.8** We may vary the Retail Fees at any time by giving you written notice of that variation, in accordance with Regulatory Requirements, and in any event no later than in your next bill after the variation.

### *Change in Pass-Through Costs and Excluded Service Fees*

- 12.9** We do not control Pass-Through Costs or Excluded Services Fees. We may apply any change to the Pass-Through Costs or Excluded Services Fees occurring after the date of this Agreement (including prior to the Start Date) at any time and without having to give you notice to reflect any such change. We will advise you of any applicable cost or charge upon request.

### *Other Increased Cost Events*

- 12.10** Subject to the Regulatory Requirements, we may vary the Energy Rates, Service Charge or other Charges, or apply an additional fee or charge to compensate us for the financial effect of (or connected with):
- (a) any new Regulatory Requirement or a change in an existing Regulatory Requirement including the interpretation or administration of, or compliance with any Regulatory Requirement;
  - (b) any new tax or charge imposed by law or any change in an existing tax or charge including a change to the interpretation of any Regulatory Requirement relating to a tax or charge;
  - (c) any change in, or additional, Metering charges, including introduction of or changes to the amount of, or basis for calculation of, any charges imposed on us by the Meter Service Provider for the provision, installation, maintenance, repair, alteration, replacement, testing or Meter Reading of electricity Meters;
  - (d) any change to an Emissions and Renewable Energy Scheme or the introduction of a new Emissions and Renewable Energy Scheme, for electricity consumed or reasonably expected to be consumed at your



Supply Point, which has the effect, directly or indirectly, of increasing our costs, or reducing an amount received or receivable by us, in connection with our business of purchasing, trading, selling or arranging supply of electricity or in connection with a Third Party Contract. In this context:

- (i) the charge, or variation to the Energy Rates or Service Charge, is to be determined on a cost pass-through basis (or a reasonable approximation of that); and
- (ii) where the financial effect is indirect, we are to apportion the financial effect fairly among our customers and, in doing so, may use averaging, attribution or any other method of calculation (or approximation) we consider appropriate, provided it is fair and reasonable.

### **13 METERS.**

**13.1** Subject to the Regulatory Requirements and clause 13.3, where we decide (or you and we agree) that it is appropriate or necessary for a Digital Meter to be installed or replaced at your Supply Point, you agree that we will install or replace the Meter with a Digital Meter of our choosing from a Meter Service Provider chosen by us.

**13.2** At your request or where required under the Regulatory Requirements, we will request a Meter Service Provider to:

- (a) install a Meter and connect the Supply Point to the Distribution System; or
- (b) replace a Meter at the Supply Point.

**13.3** A Digital Meter will be installed under clause 13.2 unless the Supply Point is in a state other than Victoria and one or more of the following applies:

- (a) there is no existing telecommunications network which enables remote access at the Supply Address; or
- (b) you indicate to us or the Meter Service Provider verbally, in writing or by your conduct that you do not wish a Digital Meter to be installed at the Supply Address in which case, a Digital Meter Without Communications will be installed.

**13.4** If a Digital Meter Without Communications is installed under clause 13.3(b), all Meter Readings will attract the Meter Reading fee.

**13.5** You must provide safe, convenient and unhindered access to the Supply Address and Meter where required and comply with reasonable instructions from us, the Meter Service Provider, the Distributor or any of our contractors for purposes related to the sale and supply of electricity, including:

- (a) installing, inspecting, testing, repairing, maintaining,

exchanging, altering, removing or reading the Meter;  
or

- (b) connecting, disconnecting or reconnecting the supply of electricity.

**13.6** If we cannot read the Meter remotely and you do not provide us access to your Supply Address for the purposes of reading the Meter, we may arrange for Disconnection of the Supply Point in accordance with the Regulatory Requirements and clause 7.

## **14 METER READING.**

**14.1** Your consumption of electricity will be measured by your Meter at intervals in accordance with the Regulatory Requirements. If we cannot read your Meter remotely, we will use our best endeavours to ensure that your Meter is read at least once in any 12 month period.

**14.2** If your Meter is not read for any reason including:

- (a) if you and we agree to a billing cycle which is not based on the frequency of your Meter Reading cycle, in accordance with clause 15.1;
- (b) if we cannot read the Meter remotely and access to the Meter cannot be gained;
- (c) if the Meter breaks down or is faulty, or if Metering communications malfunction or are interrupted; or
- (d) as a result of any other event outside our control,

then the amount of electricity consumed at your Supply Point may be estimated by us based on any previous billing history (if any) or your valid reading of the relevant Meter, or by your Distributor, for the purposes of calculating the charges applying to a billing cycle, or by any other method permitted by the Regulatory Requirements.

**14.3** When the Meter at the Supply Point is subsequently read after we have used an estimate, the next bill will be adjusted for the difference between the estimate and the actual amount of electricity used, based on the Meter Reading.

**14.4** You give your consent for us to use estimates for the calculation of your electricity bills.

## **15 BILLING.**

**15.1** If you are a Residential Customer you will be billed quarterly, unless you otherwise provide your explicit informed consent to a more frequent billing cycle. In any case, your billing cycle will be no longer than the maximum period permitted under the Regulatory Requirements.

**15.2** If you are a Small Business Customer, you will be billed monthly, unless otherwise agreed.

**15.3** Each bill will identify the Energy Rates and Charges for electricity payable under this Agreement and will set out any further information as required by the Regulatory Requirements.

**15.4** Where your Energy Rates are expressed exclusive of Pass-

Through Costs, the quantity of electricity sold and billed to you under this Agreement will be adjusted by the Approved Energy Loss Factors for the Supply Point.

- 15.5** At your request we will review your bill in accordance with the Regulatory Requirements, provided you pay us any undisputed amount.
- 15.6** If our review under clause 15.5 shows your bill to be:
- (a) incorrect, we will adjust your bill in accordance with either clause 15.8 or 15.9; or
  - (b) correct, you must:
    - (i) pay us the unpaid amount; or
    - (ii) request a Meter test in accordance with the Regulatory Requirements.
- 15.7** If you request your Meter to be tested, we will arrange for a check of the Meter Reading or Meter Data, or request the responsible person or metering coordinator (as applicable) to test the Meter. If your Meter is found to be:
- (a) accurate, we may require you to pay us the cost of the Meter test; or
  - (b) defective, clause 15.8 or 15.9 will apply.
- 15.8** If you were undercharged (including as a result of the Meter Service Provider's, your Distributor's, or our error), we may recover from you the amount undercharged in accordance with the Regulatory Requirements, in which case we will:
- (a) inform you of the undercharged amount;
  - (b) offer you the option of paying the undercharged amount under an agreed payment plan in accordance with the Regulatory Requirements; and
  - (c) not charge you any interest on any undercharged amount.
- 15.9** If you were overcharged (including as a result of the Meter Service Provider's, your Distributor's or our error), we will repay you the amount overcharged in accordance with the Regulatory Requirements. We will not pay you any interest on an overcharged amount.

## **16 PAYMENT.**

- 16.1** You must pay us the Charges (in respect of each billing cycle) by the payment due date specified on each bill we send you. The payment date will be not less than 13 Business Days from the date of the bill.
- 16.2** Payment can be made by any method shown on the bill. A payment is made when we receive it, not when you send it.
- 16.3** We may pass on our reasonable collection costs incurred in recovering overdue amounts owing by you, in accordance with the Regulatory Requirements.

### *Retail Fees*

- 16.4** Unless prohibited by the Regulatory Requirements, if you

do not pay a bill in full by the payment due date, we may charge you the late payment fee listed in the Fee Schedule.

- 16.5** If you pay a bill using a payment method that results in us incurring a merchant services fee, including payment by a credit card or debit card option, we may charge you the merchant service fee listed in the Fee Schedule.

## **17 PAY ON TIME DISCOUNT.**

*Pay on Time Discount*

- 17.1** If a Pay on Time Discount is specified in your Agreement or our most recent notice to you under clause 5, then:

- (a) for the duration of the Minimum Period or any Further Minimum Period you will receive a Pay on Time Discount for each bill that is paid in full by the due date;
- (b) the Pay on Time Discount will be applied to the relevant charges as specified in this Agreement, which are incurred during the billing period relating to that bill;
- (c) the Pay on Time Discount will appear as a credit on your next bill;
- (d) payment in full by the due date of the amount shown on your bill as the total amount due less the Pay on Time Discount will constitute payment of the total amount due; and
- (e) if you pay the Pay on Time Discount amount instead of the total amount due after the due date, the value of the Pay on Time Discount will be carried forward as an outstanding amount owing on your next bill subject to the Regulatory Requirements.

*Direct Debit*

- 17.2** If you have a Direct Debit arrangement with us, your bill will show the total amount due less the Pay on Time Discount (the **Direct Debit amount**). We will debit the Direct Debit amount as payment of the total amount due, in accordance with your Direct Debit arrangement terms and conditions.

*Conditions for Pay on Time Discount*

- 17.3** The following conditions apply, subject to the Regulatory Requirements:

- (a) your Pay on Time Discount is not transferable;
- (b) if a payment is dishonoured for any reason then you may not be eligible to receive the Pay on Time Discount in relation to that bill;
- (c) the Pay on Time Discount does not apply to any bill with an outstanding balance after the due date or to any opening balances, adjustments or feed-in tariffs on your bill;
- (d) if we are required to reissue a bill for any reason, your Pay on Time Discount will apply to the relevant charges as specified in this Agreement, which are incurred during the billing period relating to the reissued bill.

You will be eligible to receive the Pay on Time Discount on your reissued bill if you pay that bill in full or before the due date;

- (e) you are not eligible to receive a Pay on Time Discount if you are on a payment plan with us.

## **18 DIRECT DEBIT.**

**18.1** We offer you the option of paying your bills directly from your bank account or credit card. If you enter into a direct debit agreement with us, we will perform our obligations under that agreement in accordance with the terms and conditions of that agreement and the Regulatory Requirements.

## **19 GST.**

- 19.1**
- (a) Where GST applies, if any amounts payable or other consideration provided in respect of supplies made under this Agreement ('Payments') are expressed to be exclusive of GST, the Payment for that supply (or deemed supply) will be increased by the amount necessary to ensure that the Payment net of GST is the same as it would have been prior to the imposition of GST.
  - (b) Where any amount is payable to you or us as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, that amount will be reduced by the amount of any input tax credit available and, if a taxable supply, will be increased by an additional amount equal to the GST payable in relation to the supply.
  - (c) Words defined in the *A New Tax System (Goods and Services Tax) Act 1999* will have the same meaning when used in this clause 19.
  - (d) If any amount is expressed to be inclusive of GST, the GST inclusive price assumes a GST rate of 10%. If the rate of GST changes, the GST inclusive price will be adjusted to reflect that change.

## **20 LAST RESORT EVENT.**

- 20.1** If we can no longer sell you electricity due to a Last Resort Event, then:
- (a) this Agreement will terminate;
  - (b) you must transfer, or will otherwise be transferred, to another electricity retailer;
  - (c) you are not required to pay us any compensation for transferring you to another electricity retailer, including the cost incurred by us in relation to the transfer; and
  - (d) we must immediately cancel any direct debit arrangement and notify you and your financial institution of the cancellation.

## **21 FORCE MAJEURE.**

**21.1** If a Force Majeure Event results in either party being in breach of this Agreement, the obligations of each party will be suspended for the duration of the Force Majeure Event, except for any obligation to pay money.

**21.2** The party affected by a Force Majeure Event must use its best endeavours to:

- (a) give the other party prompt notice and full details about the Force Majeure Event; and
- (b) advise the other party about:
  - (i) the likely duration of the event;
  - (ii) the obligations affected and the extent to which those obligations will be affected by the event; and
  - (iii) the steps taken to remove, overcome or minimise the effects of the event.

**21.3** The party affected by the Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as practicable.

## **22 ENERGY EFFICIENCY.**

**22.1** If requested by you, we will provide you with information about efficient energy consumption, free of charge.

## **23 DISPUTE RESOLUTION.**

**23.1** If you have a query or complaint, please contact us in writing or by telephone.

**23.2** We will address any complaints you may have in accordance with our complaints handling and dispute resolution procedure, which is available at **powerdirect.com.au** or on request.

**23.3** We will inform you of the outcome of your complaint. If you are not satisfied with our response to your complaint, you may refer your complaint to the energy ombudsman in the State in which your Supply Address is located.

## **24 PRIVACY.**

**24.1** We collect, use and disclose your Personal Information in accordance with our Privacy Policy (including Credit Reporting Policy) which is included on page 31 of these terms and is also available at **powerdirect.com.au** or on request.

## **25 METER DATA.**

**25.1** Meter Service Providers must receive and securely maintain Meter Data collected from Meters under the Regulatory Requirements. As your retailer, you authorise us to access your Meter Data and to obtain Meter Data relating to your current and previous energy accounts from third parties as your Authorised Representative. We will not use your authorisation to obtain Meter Data from third parties in a manner that causes you to incur

additional fees without your prior consent.

- 25.2** You can request access to your Meter Data from us yourself or through your Authorised Representative by submitting a request at **powerdirect.com.au**. To provide access we may ask you or your Authorised Representative to provide verification information including acceptable identification and proof of consent.
- 25.3** We will endeavour to provide you or your Authorised Representative access to your Meter Data within 10 Business Days of us receiving the complete verification information requested, unless your Authorised Representative makes a request on behalf of multiple customers, in which case a reasonable time frame for provision of Meter Data will be agreed on request.
- 25.4** We may provide the information requested in clause 25.2 subject to a reasonable charge where:
- (a) more than 4 applications are made in any 12 month period;
  - (b) information is requested in a different manner or form from that specified in the Regulatory Requirements; or
  - (c) your Authorised Representative requests the information on behalf of more than one customer.

## **26 ASSIGNMENT OR TRANSFER.**

- 26.1** You may not transfer, assign or novate this Agreement without our consent.
- 26.2** We may transfer, assign or novate our rights and obligations under this Agreement to another electricity retailer on notice to you, if:
- (a) that electricity retailer is a Related Body Corporate of Powerdirect; or
  - (b) that transfer, assignment or novation forms part of the transfer to the same retailer of all or substantially all our retail business.
- 26.3** Without limiting clauses 26.2, notice may be given by publishing details in a state-wide newspaper or on our website at **powerdirect.com.au**.

## **27 WAIVER.**

- 27.1** Any failure on our part to enforce any right under this Agreement, or any delay in doing so, will not amount to a waiver of that right.

## **28 NOTICES.**

- 28.1** Unless a particular method of communication is specified in this Agreement or required under the Regulatory Requirements, a notice under this Agreement must be in writing and can be sent by mail, fax, email or Electronic Means. For the avoidance of doubt, a statement on a bill constitutes notice in writing under this clause 28.

- 28.2** A notice or bill is taken to be received:
- (a) if sent by mail, on the second Business Day after mailing;
  - (b) if sent by fax, on production of a transmission report by the machine from which the fax was sent, which indicates that the fax was sent in its entirety to the fax number of the recipient;
  - (c) if sent by email, at the time it was sent; and
  - (d) if posted by us on a website or communicated by other Electronic Means, at the time it was posted or communicated.

**29 SEVERABILITY.**

If any provision of this Agreement is unenforceable, it will be ineffective and will not affect the operation of the remaining provisions.

**30 GOVERNING LAW.**

This Agreement will be construed in accordance with and governed by the laws of the State where the Supply Address is located.

**31 GLOSSARY OF TERMS.**

**31.1** In this Agreement, the following terms have the following meanings:

**AEMO** means the Australian Energy Market Operator, the entity responsible for management of the National Electricity Market.

**Agreement** means this agreement as defined in clause 1.1.

**Ancillary Product** means a product or service that we may offer from time to time which is not the Supply of Energy and is compatible with this Agreement.

**Approved Energy Loss Factors** means any loss factors (including both the intra-regional loss factors and the distribution loss factors) approved by AEMO from time to time.

**Authorised Representative** means a person authorised by you to request and receive Meter Data on your behalf.

**Business Day** means a day other than a Saturday, Sunday or public holiday in the State in which your Supply Address is located.

**Charges** means all fees and charges payable under this Agreement (as those fees and charges are varied in accordance with this Agreement) including all Energy Charges, all Pass-Through Costs, the Service Charge, the Emissions and Renewable Energy Charges, all Excluded Service Fees and all Retail Fees.

**Cooling-off Period** means 10 Business Days starting from the later of the date you entered into this Agreement and the date you received a copy of the terms and conditions.



**CPI** means the most recent Consumer Price Index (all groups weighted average of eight capital cities), as published from time to time by the Australian Bureau of Statistics.

**Default Market Offer** means any offer to Supply electricity to a Supply Address located in New South Wales, South Australia or South East Queensland that is subject to a regulated price pursuant to the *Competition and Consumer (Industry Code – Electricity Retail) Regulations 2019* and as amended from time to time.

**Digital Meter** means:

- (a) an electricity Meter which means the Type 4 minimum services specification in the Regulatory Requirements; or
- (b) an advanced metering installation meter in Victoria.

**Digital Meter Without Communications** means a Digital Meter with the telecommunications network connection function deactivated.

**Distribution Network** is the network of poles, wires, Meters and controls used to supply you with electricity.

**Distributor** means the entity licensed to own or operate the Distribution Network.

**Early Termination Fee** is the amount (if any) specified in the Supporting Documentation that you agree is the actual or estimated cost or loss incurred by us as a result of the early termination of the fixed benefit period (the Minimum Period) of this and may also be referred to as an exit fee.

**Electronic Means** means any form of electronic communication including email to an agreed email address, SMS or MMS to an agreed telephone number or a Powerdirect mobile application message to an agreed account.

**Embedded Network** means a distribution system, connected at a parent connection point to either a distribution system or transmission system that forms part of the national grid, and which is owned, controlled or operated by a person who is not a Network Service Provider.

**Emissions and Renewable Energy Charges** means the amount fixed by us from time to time and set out in your bill as the charge which we reasonably determine should be paid by you on account of any cost, liability or reduction in benefit, imposed on or incurred by us under or as a direct or indirect consequence of any Emissions and Renewable Energy Scheme (including the cost of acquiring renewable energy certificates or any other relevant tradeable assets such as assigned ('greenhouse friendly') generation, carbon sequestration credits or electricity sales foregone) or any reasonable estimate

of any such costs or liability likely to be so imposed on or incurred by us in the future.

**Emissions and Renewable Energy Scheme** means any scheme, arrangement or requirement under any Regulatory Requirement which has as one of its purposes the reduction or limitation of greenhouse gases, the trading of emissions, the limitation of climate change or the minimisation of the impact on the environment of the electricity industry generally.

**Energy Charges** means the amount calculated by reference to the Energy Rates based on your measured or estimated electricity consumption at your Supply Point.

**Energy Plan** means the terms on which you receive any applicable benefits, rewards and discounts when you receive supply of electricity from us for a specific Minimum Period as set out in the relevant Offer.

**Energy Rates** means the electricity usage rates set out in the Supporting Documentation which will be inclusive of Pass-Through Costs and Emissions and Renewable Energy Charges applicable as at the date of this Agreement (unless expressly stated to the contrary in the Supporting Documentation).

**Excluded Services Fees** means any fees we are charged by your Distributor for services provided at our or your request in relation to your Supply Point, which we directly pass through to you separately from your Network Charges (for example disconnection, reconnection, Meter test and other excluded services fees).

**Exempt Seller Arrangement** means an arrangement under which a person sells energy to customers with a valid exemption from the Australian Energy Regulator from the requirement to hold a retail authorisation under the Regulatory Requirements.

**Force Majeure Event** means an event or circumstances outside your or our control, which prevents you or us from carrying out obligations under this Agreement.

**Further Minimum Period** means the Minimum Period (if any) for which the Agreement is extended, as specified in the notice provided to you by us under clause 5.3.

**Interruption** means a temporary unavailability or curtailment of Energy Supply, including one effected remotely, but does not include Disconnection.

**Last Resort Event** means an event that triggers the operation of the electricity retailer of last resort scheme approved by under the Regulatory Requirements.

**Market Charges** means any charge imposed on us by the Regulatory Requirements, AEMO, any other regulatory authority or with your Agreement, and includes any ancillary services charges or costs and any other charges associated with the national energy market.

**Meter** means an instrument that measures the quantity of electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of electricity.

**Meter Data** means the metering data (as that term is defined under the National Electricity Rules) that is required to be provided accordance with the metering data provision procedures published by the Australian Energy Market Operator.

**Meter Service Provider** means any person (or company) (including the Distributor) who provides services on our behalf in relation to:

- (a) Meters, including to read, install, inspect, test, repair, maintain, exchange, alter, upgrade or remove Meters;
- (b) Meter Data processing and transfer; and
- (c) the sale and Supply of Energy under this Market Contract.

**Meter Reading** means:

- (a) figures or other information shown on a Meter register or instrument either read or collected directly or transmitted or transformed by electronic, radio, microwave, sonic or other means; or
- (b) the process of collecting figures or other information from a Meter either directly or through being transmitted or transformed by electronic, radio, microwave, sonic or other means.

**Minimum Period** means the Minimum Period (if any) of this Agreement, as specified in the Supporting Documentation, which may be specified as an indefinite or fixed period of time, and is subject to any Regulatory Requirements. For a Supply Address in Victoria, the Minimum Period will not exceed the term of any benefit that is specified in the Supporting Documentation to be fixed for a certain period of time.

**Network Charges** means any costs imposed on us by your Distributor in relation to your Supply Point including the cost of transporting electricity through, and the cost of connection to the Distribution Network but does not include Excluded Services Fees.

**New Meter Deployment** has the meaning given to it under the *National Energy Retail Rules*.

**Pass-Through Costs** means all Network Charges, Market Charges and any other amount (determined by us as a fair apportionment on a cost pass through basis) of any other fees, charges, taxes or other amounts payable by us under a Regulatory Requirement or to a regulatory authority that are directly or indirectly associated with the generation, transportation, acquisition or sale of electricity to you but does not include the Emissions and Renewable Energy Charges.

**Pay on Time Discount** means the discount applicable when you pay your bill in full by the due date as specified in your Agreement.

**Personal Information** has the meaning given to it under the *Privacy Act 1988 (Cth)*.

**Registered Life Support Equipment** means life support equipment (as defined under the Regulatory Requirements) which we have confirmed has been registered in our system after sufficient details have been provided of the need for life support equipment at the Supply Point, including written confirmation from a registered medical practitioner of the requirement for life support equipment at the Supply Point.

**Regulatory Requirements** means a requirement under the National Electricity Rules or any other law, statute, regulation, code, rule, proclamation, order in council, direction, tariff, standard, determination, guideline or licence condition applicable to you or us or to the generation, transportation, acquisition, trading or sale of electricity.

**Related Bodies Corporate** has the meaning given to that term in the *Corporations Act 2001 (Cth)*.

**Related Data** means any record of information that is related to this Agreement, the Supply Address, Ancillary Products supplied to you, your interactions with us, connected devices at the Supply Address, the Meter or the products and services that you acquire from us or from third parties that we collaborate with, including records in physical or electronic form. Some, but not all, Related Data may include Personal Information.

**Residential Customer** means a Small Customer who purchases electricity principally for personal, household or domestic use at the Supply Address.

**Retail Fees** means the fees listed in the Fee Schedule, which may consist of a direct pass through of a cost we incur from a third party, and an additional amount calculated to reasonably and fairly reflect our administration costs, which includes any merchant service fee and late payment fee referred to in clauses 16.4 to 16.6.

**Sensitive Information** has the meaning given to it under the *Privacy Act 1988 (Cth)*.

**Service Charge** means the charge or charges set out in the Supporting Documentation, which are charged pro rata based on your billing cycle as per clause 15.

**Small Business Customer** means a Small Customer who is not a Residential Customer.

**Small Customer** means in respect of a Supply Address, a customer:

(a) as prescribed under the Regulatory Requirements; or

- (b) in Victoria, whose consumption of electricity is expected to be less than 160 MW hours per annum.

**Standard Retail Contract** means a contract for the sale and supply of energy applicable to a Supply Address, required to be offered to you under the Regulatory Requirements.

**Start Date** has the meaning given in clause 5.1(a).

**Supply Address** means the physical address of the site or sites where the Supply Point is located.

**Supply Point** means the connection point or points where you accept electricity supply, and which is specified in the Supporting Documentation.

**Supporting Documentation** means the form or quotation signed by you or on your behalf when entering into this Agreement, the letter of confirmation of your earlier voice recorded Agreement, or any notice provided to you under clause 5.3.

**Third Party Contract** means a contract that has the purpose or effect of hedging the cost of acquiring electricity in the National Electricity Market.

**Victorian Default Offer** means any offer to Supply electricity to a Supply Address located in Victoria that is subject to a regulated price pursuant to the Order in Council made under section 13 of the *Electricity Industry Act 2000 (Vic)* published in Special Gazette No. S 208, on 30 May 2019 and as amended from time to time.

## 32 INTERPRETATION.

### 32.1 In this Agreement unless the contrary intention appears:

- (a) a reference to this Agreement or another document includes any variation or replacement of them;
- (b) the singular includes the plural and vice versa;
- (c) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (d) a reference to one gender includes all genders;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, permitted substitutes (including persons taking by novation) and permitted assigns;
- (f) an Agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of them, jointly and severally;
- (g) a provision must not be construed against a party only because that party prepared it;
- (h) mentioning anything after 'includes' or 'including' will not limit what else might be included;
- (i) headings in this Agreement are inserted for convenience and do not affect the interpretation of this Agreement;

- (j) a reference to a law, ordinance, code or mandatory guideline includes regulations and other instruments under, and consolidations, amendments, re-enactments, extensions or replacements of that statute, ordinance, code or guideline; and
- (k) any discretion we have under this Agreement will be exercised by us on reasonable grounds.

# Privacy Policy

(including Credit Reporting Policy)

Effective 9 May 2019



## 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 below), 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:

---

### **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)

---

### **Illion**

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

PO Box 7405, St Kilda Rd  
Melbourne VIC 3004

Online contact form:

**[illion.com.au/complaints-handling/](https://illion.com.au/complaints-handling/)**

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

---

---

**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)

---

**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)

---

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.

---

**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.

---

**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.

---

**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.

---

**Building security**

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

---

**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.

---

**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.

---

## 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 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-form](http://ewon.com.au/page/making-a-complaint/complaint-form)

**Phone:** 1800 246 545  
**Email:** [complaints@ewon.com.au](mailto:complaints@ewon.com.au)  
**Website:** [ewon.com.au](http://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](mailto:ewovinfo@ewov.com.au)  
**Website:** [ewov.com.au](http://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](mailto:complaints@ewoq.com.au) or [info@ewoq.com.au](mailto:info@ewoq.com.au)  
**Website:** [ewoq.com.au](http://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](http://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)**



# Cancellation Notice

To cancel within 10 business days,  
sign, complete and send back the  
following form.



## Section 82 – Australian Consumer Law.

### Cancellation notice – Unsolicited consumer agreement.

#### Right to cancel this agreement within 10 business day cooling-off period.

You have the right to cancel this agreement without any reason within 10 business days from and including the day after you signed or received this agreement.

#### Extended right to cancel this agreement.

If the supplier has not complied with the law in relation to unsolicited consumer agreements, you also have a right to cancel this agreement by contacting the supplier, either orally or in writing.

#### Refer to the information overleaf.

You may have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and **send it to the supplier**. Alternatively, write a letter or send an email to the supplier.

### Supplier details. (to be completed by the supplier)

Name

Powerdirect

Address

Level 3, 699 Bourke Street, Docklands VIC 3008

Email Address (if any)

info@powerdirect.com.au

Fax number (if any)

03 8805 6699

Details of goods or services supplied under the agreement

Electricity supply

Cost of good or services

N/A

Date of agreement

Transaction number (if any)

## Consumer details.

Name of consumer

Consumer's Address

### I WISH TO CANCEL THIS AGREEMENT

Signed by the consumer

X

Date

NOTE: You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.

## Your agreement cancellation rights.

The Australian Consumer Law relating to unsolicited contracts applies to this agreement if you entered into it:

- > over the telephone, as the result of an uninvited telephone call made by us to you; or
- > in person, during an uninvited visit by us to you at the place where the agreement was made.

If the Australian Consumer Law applies to this agreement, your rights to cancel this agreement are set out below.

You have the right to cancel this agreement during the greater period of:

- A. 10 business days from and including the day after you signed or received a copy of the agreement; **OR**
- B. 3 months from and including the day after you signed or received a copy of the agreement, if we:
  - (i). negotiated your agreement without proper consent from you:
    - > before 9am or after 6pm (or 5pm on a Saturday); or
    - > at any time on a Sunday or public holiday; or
  - (ii). called on you in person and:
    - > before commencing negotiations, failed to advise you that:
      - o our purpose was to seek your agreement to an energy sale and supply agreement, and
      - o we are obliged to leave the premises on request; and

- > did not provide you with information relating to our identity; or
  - (iii). failed to leave the premises at the request of the occupier, or the person with whom we were conducting negotiations; or
  - (iv). if you made the request for us to leave the premises, we contacted you within 30 days; **OR**
- C. 6 months from and including the day after you signed or received a copy of the agreement, if:
- (i). before you entered into this agreement we failed to notify you of your rights to cancel this agreement during the termination period, and:
    - > if we called on you in person, we failed to give you this information in writing; or
    - > if you entered into this agreement over the telephone, we failed to subsequently give you this information in writing; or
  - (ii). unless you are moving into a new premises, we supply you with gas or electricity within 10 business days from and including the day after you signed or received a copy of the agreement; or
  - (iii). we fail to provide you with a copy of the agreement:
    - > if you entered into the agreement in person, at that time; or
    - > if you entered into the agreement over the telephone, within 5 business days; or
  - (iv). we fail to ensure the agreement you are provided is clearly printed and transparent and includes:
    - > all terms (total amounts payable, how payment will be calculated, delivery cost); and
    - > a notice that “conspicuously and prominently” informs you of your right to terminate (section 79(b)(i)); and
    - > our name, ABN or ACN, address, email address and fax number “conspicuously and prominently”; and
    - > where the agreement is not made by telephone, both yours and our agent’s signature, and also our agent’s name, address and email address.

You may also terminate the agreement within such other period as the agreement provides.

**If you would like to exercise your right to cancel this agreement within the cooling off period applicable to you, please contact us by telephone or complete and return the cancellation notice over the page.**

**PLEASE NOTE:**

Under the Australian Consumer Law, unless you have accepted your agreement in relation to a new connection at your Supply Address, or where your Supply Address is currently disconnected and we are arranging reconnection for you, we are prohibited from supplying you with gas or electricity under the agreement for 10 business days from and including the day after you signed or received a copy of the agreement.



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

Powerdirect Pty Ltd  
ABN 28 067 609 803

AGLMB18603 (0420) 950AGN0054  
AGL1256

