

Carbon Neutral Terms for Residential Customers

(with a Market Contract or
Standard Retail Contract)

30 September 2020



Carbon Neutral Terms for Residential Customers

1	Parties.	4
2	Eligibility.	4
3	What is Carbon Neutral?	4
4	No changes to existing terms.	4
5	When do these Carbon Neutral Terms start?	5
6	When do Carbon Neutral Terms end?	5
7	Carbon Neutral Charge.	5
8	Changes to charge or Carbon Neutral Terms.	6
9	Climate active certification.	7
10	Our liability.	7
11	Terminating these Carbon Neutral Terms.	8
12	Suspension of Carbon Neutral Terms.	9
13	Calling us.	9
14	General.	9
15	Definitions.	9

General Terms



1 PARTIES.

These Carbon Neutral Terms are made between:

- (a) Powerdirect who provides the Carbon Neutral product to you (in these Carbon Neutral Terms referred to as “we”, “our” or “us”); and
- (b) You, the customer to whom these Carbon Neutral Terms apply (in these Carbon Neutral Terms referred to as “you” or “your”).

2 ELIGIBILITY.

These Carbon Neutral Terms apply if you are a Residential Customer who has either:

- (a) a Market Contract; or
- (b) a Standard Retail Contract, and an account in effect with us for electricity.

3 WHAT IS CARBON NEUTRAL?

- (a) The Carbon Neutral product delivers Climate Active Carbon Neutral certified electricity to your Premises.
- (b) The Carbon Neutral product is not the sale of energy or the physical connection of your Premises to the distribution system.
- (c) The sale of energy for your Premises is:
 - (i) separately governed by your Market Contract or Standard Retail Contract (as applicable to you); and
 - (ii) is not covered by these Carbon Neutral Terms.
- (d) The physical connection of your Premises to the distribution system is under a separate customer connection contract with your distributor.

4 NO CHANGES TO EXISTING TERMS.

- (a) Your existing Market Contract or Standard Retail Contract terms (as applicable to you) will remain unchanged and will continue to apply to you, regardless of whether these Carbon Neutral Terms commence, change or end.
- (b) If you have a Market Contract:
 - (i) Carbon Neutral is an “Ancillary Product” as defined under your Market Contract in respect of the Premises; and
 - (ii) these Carbon Neutral Terms are separate to, and do not form part of or change, your Energy Plan and applicable Energy Rates.
- (c) If you have a Standard Retail Contract:
 - (i) these Carbon Neutral Terms are separate to, and do not form part of or change, your Standard Retail Contract; and
 - (ii) these Carbon Neutral Terms are separate to, and do not form part of or change the prices

for the sale of electricity applying to your Standard Retail Contract.

5 WHEN DO THESE CARBON NEUTRAL TERMS START?

- (a) These Carbon Neutral Terms commence on the later of:
 - (i) your Carbon Neutral Start Date; and
 - (ii) the Start Date under your Market Contract or the start of your Standard Retail Contract, as applicable to you.
- (b) On and from commencement, these Carbon Neutral Terms will be in effect at all times for the duration of your Market Contract or Standard Retail Contract (as applicable to you), unless terminated earlier in accordance with clause 11.

6 WHEN DO THESE CARBON NEUTRAL TERMS END?

- (a) These Carbon Neutral Terms will remain unchanged and will continue in effect notwithstanding any changes to, or replacements of, your Contract, or your Energy Plan or any Ancillary Products (other than Carbon Neutral) under your Contract, unless you cease to be eligible under clause 2 (eligibility) or a termination event occurs under clause 11.
- (b) Subject to clause 2 (eligibility) and clause 11 (termination), you agree that Carbon Neutral will continue to apply where you continue to be a customer of Powerdirect in the scenarios below, but you may opt-out in accordance with clause 11.1(f).
 - (i) If your Contract ends and is replaced with a new Market Contract with us for the same Premises within 5 Business Days from that end date, these Carbon Neutral Terms (also available online at **powerdirect.com.au/help-support**) will continue to apply under your new Market Contract.
 - (ii) If your Contract ends and is replaced with a new Standard Retail Contract with us for the same Premises, these Carbon Neutral Terms (also available online at **powerdirect.com.au/help-support**) will apply as a separate contract to your Standard Retail Contract.
 - (iii) If you move out of the Premises, you will need to apply to us if you would like to receive Carbon Neutral again.

7 CARBON NEUTRAL CHARGE.

7.1 What are our Charges?

- (a) You must pay us a fixed Charge for Carbon Neutral of \$1 per week.
- (b) This Charge includes GST.

- (c) The fixed Charge for Carbon Neutral is payable by you to us regardless of the actual supply or usage of electricity at the Premises. For example, subject to clauses 11 and 12, this fixed Charge will continue to be payable if you do not consume (or consume low levels of) electricity at the Premises, during periods of disconnection or during an event outside the control of a party.

7.2 Billing.

- (a) You will be billed these Charges in accordance with your Market Contract or Standard Retail Contract, as applicable to you.
- (b) The Charge for Carbon Neutral will appear as a separate line item on the bill.

7.3 Paying your bill.

You must pay your bill in accordance with clause 16 (Payment) of your Market Contract or clause 10 (Paying your bill) of your Standard Retail Contract (as applicable to you), read as though that clause applies to bills which include the fixed Charge for Carbon Neutral.

8 CHANGES TO CHARGE OR CARBON NEUTRAL TERMS.

- (a) We may vary the Charges for Carbon Neutral or these Carbon Neutral Terms in our absolute discretion, by at least 5 Business Days' notice to you.
- (b) If you have a Market Contract, clause 8(a) of these Carbon Neutral Terms applies notwithstanding clauses 1.7, 1.8 and 12 of the terms and conditions of your Market Contract.
- (c) If you do not accept any variations notified to you under clause 8(a), you may immediately terminate these Carbon Neutral Terms by calling us.
- (d) We may otherwise vary these Carbon Neutral Terms with immediate effect by notice to you:
 - (i) to accommodate any change in any Regulatory Requirements or permitted by a Regulatory Requirement;
 - (ii) as we consider necessary to accommodate any changes in Regulatory Requirements;
 - (iii) to make a change that you have requested or expressly consented to;
 - (iv) to make an administrative or typographical change; or
 - (v) to make these Carbon Neutral Terms more favorable to you.
- (e) Any other amendment to these Carbon Neutral Terms (not addressed under clauses 8(a), 8(c) or 8(d)) may only be agreed by you and us in writing.

CLIMATE ACTIVE CERTIFICATION.

- (a) Our Related Body Corporate, AGL holds Climate Active Certification in respect of our provision of Carbon Neutral. You may view the Climate Active Certification and Public Disclosure Statements at **climateactive.org.au/buy-climate-active/certified-brands**, as may be updated from time to time.
- (b) The Climate Active Certification and Carbon Neutral are subject to all Regulatory Requirements from time to time. We will not be liable to you or any third parties for any loss or damage arising from or in connection with:
 - (i) any changes to the Climate Active Certification or Carbon Neutral, caused or contributed to, by changes to or new Regulatory Requirements;
 - (ii) the Climate Active Certification ceasing or being suspended for any reason; or
 - (iii) any information in connection with the Climate Active Certification or Carbon Neutral (including the information provided in Public Disclosure Statements or on the Climate Active website), including if that information is inaccurate, incomplete or contains errors.
- (c) To obtain and maintain Climate Active Certification, we or our Related Bodies Corporate will acquire and retire eligible carbon offset units from greenhouse gas abatement suppliers which are eligible under the Climate Active Certification program, in our absolute discretion. You are not able to direct or otherwise require us or our Related Bodies Corporate to allocate funds to any particular abatement projects or suppliers.

OUR LIABILITY.

- (a) If you have a Market Contract, clauses 10.6, 10.7 and 10.8 of the terms and conditions of your Market Contract apply to these Carbon Neutral Terms.
- (b) If you have a Standard Retail Contract:
 - (i) 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 the Carbon Neutral product, its quality, fitness for purpose or safety, other than those set out in these Carbon Neutral Terms.
 - (ii) Nothing contained in these Carbon Neutral Terms is intended to exclude, restrict or modify the application of any implied condition or warranty, any provision, the exercise of any

right or remedy, or the imposition of any liability under the Australian Consumer Law, where to do so would contravene that statute or cause any term of these Carbon Neutral Terms to be void.

- (iii) We exclude our liability to you for any loss or damage you suffer as a result of the total or partial failure to supply the Carbon Neutral product to your Premises, which includes any loss or damage you suffer as a result of the defective supply of the Carbon Neutral product.

11 TERMINATING THESE CARBON NEUTRAL TERMS.

11.1 Termination events.

These Carbon Neutral Terms have no fixed term and will only terminate on the earliest of:

- (a) the date you and we agree to terminate these Carbon Neutral Terms;
- (b) subject to clause 6(b), the effective date that your Market Contract or Standard Retail Contract (as applicable to you) ends or is terminated;
- (c) the effective date of termination under clause 8(c) where you do not accept the notified variations;
- (d) the date we notify you of immediate termination where:
 - (i) you have vacated the Premises;
 - (ii) you have consumed an unreasonably excessive amount of electricity at the Premises and have failed to reduce that consumption to our reasonable satisfaction within 5 Business Days after the date on which we give you a notice to do so;
 - (iii) you have breached the Regulatory Requirements, your Market Contract or Standard Retail Contract (as applicable to you) or these Carbon Neutral Terms;
 - (iv) you otherwise cease to meet the eligibility criteria in clause 2; or
 - (v) AGL's Climate Active Certification is suspended for any reason;
- (e) the date that AGL's Climate Active Certification is terminated for any reason; or
- (f) in any other circumstances, 5 Business Days after the date on which notice of termination is given by us or by you calling us, for any reason.

11.2 Consequences of termination.

Termination of these Carbon Neutral Terms will not affect:

- (i) if you have a Market Contract: your Market

Contract, Energy Plan or applicable Energy Rates; or

- (ii) if you have a Standard Retail Contract: your Standard Retail Contract or prices for the sale of electricity applying to your Standard Retail Contract; or
- (iii) our or your obligations to pay any amount due at the effective termination date, or any accrued rights or remedies that we or you may have under these Carbon Neutral Terms.

11.3 Survival.

Clauses 9(b), 10, 11.2 and 15 survive the termination of these Carbon Neutral Terms.

12 SUSPENSION OF CARBON NEUTRAL TERMS.

Without limiting any of our other rights under your Market Contract or Standard Retail Contract (as applicable to you) and these Carbon Neutral Terms, we may suspend the provision of Carbon Neutral to you for any reason and for the period of time we consider appropriate, by notice to you. You are not required to pay Charges for Carbon Neutral in respect of the suspension period.

13 CALLING US.

As at the date of these Carbon Neutral Terms, you may call us on 1300 307 966, which contact number may be updated from time to time by notice to you from us.

14 GENERAL.

- (a) If you have a Market Contract, then except as otherwise provided in these Carbon Neutral Terms, your Market Contract terms will remain unchanged and will continue to apply to you, including the privacy, notices and dispute resolution (complaints) provisions.
- (b) If you have a Standard Retail Contract, then the provisions of your Standard Retail Contract relating to privacy, notices, complaints and applicable law will apply to these Carbon Neutral Terms as though incorporated and set out in full in this document.

15 DEFINITIONS.

Terms in this document have the same meanings as given in your Market Contract or Standard Retail Contract (as applicable to you). In addition:

AGL means AGL Energy Limited.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of state and territory fair trading legislation.

Carbon Neutral means the product named "Carbon Neutral" as described in clause 3.

Carbon Neutral Start Date means the date:

- (a) you call us to record your acceptance;
- (b) you indicate your acceptance by any other method accepted by Powerdirect; or
- (c) if you are on a Standard Retail Contract but previously had an existing Market Contract, the date that your Market Contract is replaced by your Standard Retail Contract.

Carbon Neutral Terms means these terms and conditions for the provision of Carbon Neutral in respect of the Premises.

Charge means the amounts payable by you to us for Carbon Neutral as set out in these Carbon Neutral Terms.

Climate Active means the Australian government's Climate Active initiative.

Climate Active Certification means the certification in respect of the Carbon Neutral product in the Climate Active initiative, issued in accordance with the Climate Active Carbon Neutral Standards administered by the Australian government.

Contract means your Market Contract or Standard Retail Contract, as applicable to you.

Market Contract means a contract for the sale and supply of electricity at the Premises with us that is not a Standard Retail Contract (as varied from time to time), which is made up of the terms and conditions available at powerdirect.com.au, the Supporting Documentation and any other document incorporated by reference into the terms and conditions of your Market Contract.

Powerdirect means Powerdirect Pty Ltd
ABN 28 067 609 803.

Premises:

- (a) has the meaning given in your Standard Retail Contract; or
- (b) has the same meaning as "Supply Address" (or "Supply Point" as the context requires, where there are multiple Supply Points at your Supply Address) in your Market Contract, as applicable to you.

Regulatory Requirements means any relevant Commonwealth, State or local government regulation, including all laws, regulations, subordinate legislation, proclamations, Orders in Council, licence conditions, codes, guidelines or standards (including Climate Active Certification, the Climate Active Carbon Neutral Standard or similar standards or requirements) applicable from time to time in the State in which the Premises are located.

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

Standard Retail Contract means a contract for the sale and supply of electricity at the Premises with us (as varied from time to time) required to be offered to you under the Regulatory Requirements.

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

Powerdirect Pty Ltd
ABN 28 067 609 803

AGL1417

