



# Market Retail Contract Terms & Conditions

click  
energy

## This Contract

This Market Retail *Contract*, together with the *Price Fact Sheet* for the electricity plan *you* have chosen, forms the market retail *Contract* for the sale of electricity to *you* at *your* premises.

This *Contract* contains terms and conditions that set out the obligations of both *you* and *us* for the sale of electricity and also contains information about *your* responsibilities and rights. Terms that appear in italics are defined at the end of this *Contract*

This *Contract* is between Click Energy Pty Ltd (ABN 41 116 567 492) and *You*.

## Who is Click Energy?

*Click Energy* is Australia's first dedicated online energy *retailer*. We save *you* time and money by providing *you* with a straightforward and hassle-free service.

We draw *your* attention to a number of terms in this *Contract* which require *your* explicit informed consent and are listed below:

### Items that require *your* explicit informed consent.

- *You* give *your* explicit informed consent that the *due date* will be 5 *business days* from the date we issue the bill.
- *You* give *your* explicit informed consent that *your tariff* and or discount can change from time to time, in line with the relevant *Codes and Guidelines*. If the *tariff* and or discount does change *you* will be notified on *your* next bill or as required by the *Codes and Guidelines*.
- *You* give *your* explicit informed consent that *you* must pay *your* bill using one of *our* approved payment methods. The approved payment methods are BPAY, over the telephone, via the internet or by Direct Debit.
- *You* give *your* explicit informed consent that we may charge *you* a credit card processing fee. We do not pass on this fee at the moment. If we do decide to charge *you* a credit card processing fee, we will notify *you* on *your* next bill.
- *You* give *your* explicit informed consent that we may bill *you* monthly if *you* have chosen one of *our* monthly billed products
- *You* give *your* explicit and informed consent that we may reassign the *tariff* that *you* are charged, based on a change in *your* metering circumstance's, which would include new metering equipment and that we can bill *you* more frequently than quarterly if permitted by the relevant *Codes and Guidelines*. If we do decide to change *your tariff* and billing frequency we will notify *you* on *your* next bill.

## Terms of this Contract

### Commencement

This *Contract* commences on the date *you* accept *our* offer to enter into this *Contract* with *us* for the sale and supply of electricity. This will be when *you* either provide *your* acceptance online or *you* give *us* *your* verbal acceptance over the telephone.

## The Cooling-off Period

There are no exit fees, so *you* can leave *us* whenever *you* want to! *You* also have a right to cancel this *Contract* up to 10 *business days* after *you* enter into this *Contract*. *You* must email *us* at [coolingoff@clickenergy.com.au](mailto:coolingoff@clickenergy.com.au) stating that *you* wish to exercise *your* rights to rescind this *Contract*. All registration fees or connection charges are not refundable once the cooling off period has expired.

## Connection

If *you* want *us* to supply *you* with electricity *you* must provide *us* with *your* contact details, *supply address* and *acceptable identification*. Once *you* have met any eligibility criteria required, we will connect *you* as soon as practicable. We will contact *your* *Distributor* no later than the next *business day* to request *your* *supply address* be connected to the distribution system. We may charge *you* a connection fee.

## Termination by *You*

If the Cooling-off period has expired and *you* want to terminate this *Contract* *you* must notify *us* as soon as possible. *You* must pay *us* all outstanding amounts owing.

*You* must notify *us* at least 3 *business days* in Victoria and 5 *business days* in Queensland before *you* intend to vacate a *supply address*, provide safe access to *your* meter and, if *you* are not remaining with *us*, provide *us* with a forwarding address for the final bill. If *you* do not do so, *you* will remain responsible for any electricity consumed at the *supply address*. If *you* have been evicted or otherwise forced to vacate the *supply address* *you* will remain responsible for any electricity consumed at the *supply address* until *you* give *us* notice and provide safe access to *your* meter. We may charge *you* a disconnection fee. *You* do not avoid liability to pay *us* for energy consumed at *your* *supply address* by vacating that *supply address*.

If *you* have entered into this *Contract* for a fixed term and *you* wish to terminate the *Contract* prior to the end of that term, we may charge *you* an exit and administration fee. The amount of the exit and administration fee will be set out in *your* *Written Disclosure Statement* or *your* *Price and Product Information Statement*.

If *you* have entered into this *Contract* for a fixed term, at the expiration of that term *you* will, unless *you* advise *us* otherwise, roll over onto another *Contract* on the same terms and conditions.

## Termination by *Us*

We reserve the right to terminate *your* *Contract* if the *NMI* at *your* *supply address* becomes classified as 'large'."

## Transfer

If *you* transfer with *us* to a new *supply address*, *your* *tariff* may change and we may charge *you* a disconnection and or connection fee. We will not charge *you* an exit fee.

## Customer Contract

### Retailer of Last Resort

If you transfer to another *retailer* in a last resort event, we will provide your personal details to that *retailer*.

Your electricity supply will not be disconnected and this *Contract* will be automatically cancelled and we will not charge you any disconnection, connection fee and or exit fee. You must pay us all outstanding amounts owing and for any electricity consumed at your *supply address* up until the date of the last resort event.

## Bills

### Price of Electricity

The *tariff* you pay for electricity will be set out in your *Price Fact Sheet* and is published on our website. You give your explicit informed consent that your *tariff* can change from time to time, in line with the relevant *Codes and Guidelines*. If the *tariff* does change you will be notified on your next bill or as otherwise required by the relevant *Codes and Guidelines*. All current *tariffs* are found on our website Your *tariff* may depend on whether you are a residential customer or a small business customer as defined by your *Distributor* and your network *tariff* arrangements.

You must not choose a non-business product plan if you are a small business customer or a non-residential product plan if you are a residential customer.

You agree that you are responsible for the consumption of electricity at your *supply address*, for all fees and charges that the relevant *Codes and Guidelines* allows us to charge you including any additional retail charges, any distribution non-network charges that we have been charged for, that is, disconnection and reconnection charges and any registration fee as set out in your *Price Fact Sheet* and for any other goods or services supplied to you.

All government *Concessions* that you are eligible for and that you have provided us with sufficient information to validate, will be passed on to you and will appear on your bill once the *Concession* has been validated. To validate please fill in the appropriate form found at [www.clickenergy.com.au](http://www.clickenergy.com.au)

Your *tariff* may change in due course with the roll out of new Advanced Interval Meters. This means that you may be reassigned to a *tariff* that changes subject to the time of day, day of week or season. You give your explicit and informed consent that we may reassign the *tariff* that you are charged, based on a change in your metering circumstance's, which would include new metering equipment if permitted by the relevant *Codes and Guidelines*. If we do decide to change your *tariff* we will notify you on your next bill.

### Issuing Your Bill

We will issue you a bill which complies with the relevant *Codes and Guidelines* every three months, or as otherwise agreed between you and us.

If we agree to a regular billing cycle of less than three months we may charge you an additional retail charge. We will issue your bill to your nominated e-mail address. Your billing frequency may change in due course with the roll out of new Advanced Interval Meters. This means that you may be billed more frequently. You give your explicit and informed consent that we may change your billing frequency based on a change in your metering circumstance's, which would include new metering equipment if permitted by the relevant *Codes and Guidelines*. If we do decide to change your billing frequency we will notify you on your next bill.

If you choose one of our monthly instalment billing plans where you provide a prepayment for your bill each month, you have given us your explicit informed consent to be billed monthly. Your monthly bill will be the amount set out in your *Price Fact Sheet* with either a monthly or quarterly reconciliation depending on your meter type.

### Payment

You must pay the total amount owing, including GST, by the *due date* specified in the bill. You give your explicit informed consent that the due date will be 5 business days from the date we issue the bill.

You must also pay us for any additional retail charge, any registration fees, and any charges applied by your *Distributor* for supplying electricity to you, and any other goods or services supplied to you. You may pay in advance. We do not pay interest on payments made in advance.

If you make any payment which is dishonoured or reversed and we incur a fee as a result, you must reimburse us for the fee and any other costs which we incur.

You give your explicit informed consent that you must pay your bill using one of our approved payment methods.

Currently the approved payment methods are BPAY, over the telephone, via the internet or by Direct Debit.

We accept VISA®, MasterCard® and American Express cards. You give your explicit informed consent that we may charge you a credit card processing fee. We do not pass on this fee at the moment. If we do decide to charge you a credit card processing fee we will notify you on your next bill.

If you wish to use a direct debit arrangement, you must complete an approved direct debit request. You can download this form from our website.

### Discount

You will be entitled to a discount on the amount payable on your bill if you:

- receive your bill via e-mail;
- pay your bill using one of our approved payment methods;
- pay your bill by the due date ; and
- the bill is not a final bill.

#### **This discount will be credited to your subsequent bill.**

The amount and type of the discount you receive, that is whether the discount is off your total bill or a discount of your usage only, is set out in your *Price Fact Sheet* and can change, unless fixed for an agreed initial period of time. You give your explicit informed consent that your discount can change from time to time, in line with the relevant *Code or Guidelines*. If the discount does change you will be notified on your next bill or as required by the relevant *Codes and Guidelines*.

If you choose our green energy product plan, ClickNatural, you agree that the discount will not be paid to you. The money will go to purchase government accredited renewable energy certificates for you to reduce your environmental footprint.

### Meter Readings

We will use our best endeavours to read your meter at least once every 12 months.

You must allow us or our representative safe, convenient and unhindered access to your *supply address* for the purpose of reading your meter and for maintenance and inspection, connection, disconnection and reconnection. We or our

representative will carry or wear official identification and show that identification to you on request.

You do not own your meter. You must keep your meter clear of hazards and interference. If an attempt to read your meter is unsuccessful due to an act or omission by you and you subsequently request an actual reading we may impose an additional retail charge for this reading and you will remain liable for any electricity consumed.

If we are not able to reasonably or reliably base a bill on a reading of your meter we may provide you with an estimated bill. If we estimate your bill but subsequently obtain an actual meter reading, we will adjust your bill as required by the relevant Codes and Guidelines.

### Adjustment of a Bill

We will review your bill at your request. You must pay the lower of that portion of your bill that you agree is not in dispute or an amount equal to the average of your bills in the previous 12 months.

If the bill is correct you must pay any unpaid amount or, if you believe your meter is faulty, you may request a test. If your meter is found to comply with industry regulations you must pay any unpaid amount and the cost of the test.

If your meter does not comply with industry regulations and your bill is incorrect we will adjust it.

If we have undercharged you, we may recover that amount so long as we comply with the relevant Codes and or Guidelines. We will list the amount owing in a special bill or in your next bill with an explanation of the amount. We will extend the time to pay the amount undercharged.

If we have overcharged you by an amount of \$50 or less, we will credit the amount to your next bill. If we have overcharged you by an amount exceeding \$50, we will notify you within 10 business days of us becoming aware of the error.

We will repay the amount in accordance with your reasonable instructions or credit the amount on your next bill.

### Illegal Consumption

You must not take electricity illegally or tamper with or bypass your meter or associated equipment. If you do so, we will estimate the consumption for which you have not paid and take debt recovery action for the entire unpaid amount. If you damage the meter or any other equipment you will be responsible for the repair or replacement costs. Your supply may be disconnected.

## Credit management

### General

You authorise us to carry out a credit check on you to establish your credit rating.

Our credit management and debt collection processes are in accordance with the applicable laws and codes. Subject to other terms of this Contract, we will not commence legal proceedings against you for the recovery of a debt:

- until we have assessed your capacity to pay, if you are a residential customer; and
- if applicable, you continue to make payments in accordance with an agreed payment arrangement.

We may seek to recover costs, including any fees, associated with a dishonoured payment.

We may also refer you to our debt collection agency for collection of any unpaid monies owed to us.

### Refundable Advances and Security Deposits

If we require you to provide a refundable advance or security deposit as permitted in the relevant Codes and Guidelines we will do so according to the requirements of the relevant Codes and Guidelines.

### Shortened Collection Cycle

We may place you on a shortened collection cycle if we have complied with the provisions of the relevant Codes and Guidelines which includes giving you a reminder notice for three consecutive bills or a disconnection warning for two consecutive bills.

If we do so, we will give you notice within 10 business days of doing so.

If you are on a shortened collection cycle we will only send you a disconnection warning. You will not be entitled to receive a reminder notice until you have paid three consecutive bills by the due date.

### Payment Difficulties

You must contact us if you anticipate that you will be unable to pay the bill by the due date. If you contact us, or we believe that you are experiencing repeated difficulties in paying your bills, we will:

- discuss with you alternative payment arrangements;
- assess your capacity to pay and make available to you information about our assessment;
- offer you an instalment plan, unless in the previous 12 months you have failed to comply with two previous instalment plans and you do not provide a reasonable assurance to us that you are willing to meet your payment obligations;
- provide you with details on Concessions
- provide you with telephone information about energy efficiency, and advice on the availability of an independent financial counsellor; and
- if you wish, for an additional retail charge, conduct an energy efficiency audit for you.

### Instalment Plans

If you are a residential customer, having payment difficulties and not had two instalment plans cancelled in the previous 12 months due to non payment we will offer you a choice of instalment plans which comply with the relevant Codes and Guidelines. Your instalment plan will allow you to either:

- make payments in advance towards your next bill; or
- payments in arrears and continue consumption.

If you are having difficulties in paying your bill the instalment plan may ask you to pay instalments in advance instead of a security deposit or a refundable advance.

## Disconnection

### Grounds for Disconnection

You must contact us if you anticipate that you will be unable to pay the bill by the due date.

We will not disconnect you for not paying the bill by the due date unless we have complied with the relevant Codes and Guidelines. Amongst other things, the relevant Codes and Guidelines require us to offer you an instalment plan We or your Distributor may disconnect you, or your supply may be interrupted, amongst



other things:

- if *you* do not pay *your* bill by the due date and *we* have followed the procedures stipulated by the relevant *Codes and Guidelines*;
- if, due to *your* acts or omissions, *we* or *your Distributor* have been unable to access *your* meter as stipulated by the relevant *Codes and Guidelines*;
- if *you* have tampered with the meter or *you* are otherwise using electricity in a manner that is not permitted by applicable laws and codes;
- if *you* refuse to provide *acceptable identification* when *you* are required to; in an emergency; for health and safety reasons; for maintenance; or at the end of this *Contract* if the *Codes and Guidelines* allow us to do so.

Subject to other terms of this *Contract*, *you* may request us to disconnect *your supply address* at any time.

## Reconnection

If *we* have disconnected *your* supply and *you* rectify the breach within 10 *business days* of the disconnection *we* will reconnect *you* on request.

*You* must pay us a reconnection charge. If *you* make a request for reconnection before 3.00 p.m. on a *business day*, *we* will reconnect *you* on the same day. If *your* request is after 3.00p.m. but before 9.00 p.m. *you* can still be reconnected on the same day if *you* agree to pay the after hours connection charge.

## Liability

### Limitation of Liability

*You* acknowledge that, because of the nature of electricity, *we* can not guarantee the quality, frequency and continuity of electricity to *your supply address*. If *you* are a business customer *you* must take reasonable precautions to minimise the risk of loss or damage to any equipment, property or *your* business which may result from poor quality or reliability of electricity supply.

Our liability to *you* for any breach of this *Contract* is limited to the maximum extent permitted by the Competition and Consumer Act 2010 (Cth.) or any other relevant law. If *we* breach this *Contract* *we* will, at our option, supply to *you* the equivalent electricity and/or services or pay the cost of having the equivalent electricity and/or services supplied again. *You* must indemnify us for any breach by *you* of this *Contract* or *your* negligence to the maximum amount which *we* are entitled to be compensated under the common law (including in equity) or statute.

### Force Majeure

A force majeure event is an event outside the reasonable control of *you* or *us* which would result in *you* or *us* being in breach of this *Contract*. If a force majeure event occurs:

- the obligations of the affected party, other than an obligation to pay for electricity supplied to *your supply address*, are suspended to the extent to which they are affected by the force majeure event as long as the force majeure continues;

and

- the affected party must give the other party prompt notice of the force majeure event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.
- The affected party must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as

quickly as possible (although neither *you* or *us* is required to settle any industrial dispute in any way that *you* or *we* do not want to).

## General

### Notices

*You* agree that, where permitted by the relevant *Codes and Guidelines*, *we* will send a notice, consent, document or other communication to *you* by email or mail if *we* do not have *your* email address.

In order to receive these notices *you* warrant that:

- *you* will ensure that *your* computer can receive our e-mails;
- *you* will ensure that *your* computer can receive PDF files;
- *you* understand that e-mail communications cannot be guaranteed to be timely, totally secure, error or virus-free and that *we* do not accept liability arising out of any e-mail communications;
- *you* will notify us as soon as *your* e-mail address changes;
- if *we* cannot deliver the bill to *your* e-mail address (for example, if *your* e-mail inbox is full or *your* e-mail address has changed), *we* may forward *your* bill by mail. PDF files can be opened with Adobe® Reader®. *You* can download this for free from [www.adobe.com](http://www.adobe.com).

### Website

If *you* choose to pay *your* bill via the *Click Energy* website, [www.clickenergy.com.au](http://www.clickenergy.com.au), *you* accept the following conditions. *We* make no representations or warranties that the website will not cause damage, or is free from any computer virus or any other defects or errors.

If *you* are dissatisfied with these conditions or any portion of the website *your* sole and exclusive remedy is to discontinue using the website. *We* reserve the right, in *our* sole discretion, to terminate *your* access to the website or any portion thereof at any time, without notice.

### Complaints

*We* value *our* customers and want to make sure that *we* provide *you* with the best possible service. If a problem should arise, please contact *us* immediately. *We* promise to do everything *we* can to make sure that it is resolved to *your* satisfaction.

Please note that if *we* are not able to resolve the matter immediately *we* will review the matter and contact *you* within 14 days. If *we* need to take further steps (for example, where *we* have to refer the problem to a *Distributor*), it may take longer to resolve the matter. If this is the case, *we* will contact *you* and explain what is happening.

If at the end of the process *you* are not satisfied with *our* response, please ask for *your* complaint to be raised to a senior person in *our* organisation. If *you* are still not satisfied with *our* response, *you* may refer the complaint to the *Ombudsman*.

### Privacy and Confidential Information

*We* will comply with all relevant privacy legislation in relation to *your* personal information.

To view our Privacy Policy in full *you* can download it from *our* website.

*We* collect personal information about *you* to assist *us* in providing *you* electricity and other products and services. For example, *we* may keep a record of *your* visits to *our* website. If *you* do not

provide this personal information we may not be able to fulfil our *Contractual* obligations.

We will treat *your* personal information confidentially. We will use *your* personal information to service *you* to the best of our ability. *You* consent to us using *your* personal information and sending *you* information in accordance with our Privacy Policy as amended from time to time. This may include using *your* personal information in order to sell, deliver and market energy to *you* and for customer analysis purposes. We may also provide *you* with information on other products and services available to our customers. Personal information is shared within our group of companies and disclosed to other service providers, including credit reporting agencies for debt collection purposes, and where relevant *your Distributor*.

*You* can request access to any of the personal information we hold about *you*. If *you* are of the opinion that it is incorrect *you* may ask us to amend it.

### Credit Information

Exchange of creditworthiness Information between Credit Providers (Privacy Act 1988). By entering into this *Contract*, *you* agree that we may exchange information about *you* with other credit providers under the Privacy Act 1988 for the purpose of assessing an application by *you* for credit; notifying other credit providers of a default by *you*; exchanging information with other credit providers as to the status of this credit where *you* are in default with other credit providers; or to assess *your* creditworthiness. The information exchanged can include anything about *your* creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

Disclosure of Credit Information to a Credit Reporting Agency (Privacy Act 1988). This *Contract* constitutes a *Contract* for consumer credit. We may give credit information to a credit reporting agency either for the purpose of obtaining a consumer credit report about *you* or allowing the credit reporting agency to create or maintain a credit information file containing information about *you*, or both. This information may be given before, during or after the provision of credit to *you*. This information is limited to: *your* name and address; the fact that *you* have applied for credit under this *Contract*; the fact that we provide credit to *you*; the existence of any loan repayments which are overdue by more than 60 days and for which debt collection action has started; advice that payments are no longer overdue; information that, in our opinion, *you* have committed a serious credit infringement; or information about cheques drawn by *you* for \$100 or more which have been dishonoured more than once.

### Faults and Emergencies

If *you* experience any type of power failure, *you* can call the faults and emergencies number on *your* bill.

### Variation

This *Contract* may be varied by agreement in writing between *you* and us.

The *tariff* *you* pay for electricity will be set out in *your Price Fact Sheet* and can change. If the *tariff* does change *you* will be notified on *your* next bill or as otherwise set out in the relevant *Codes and Guidelines*.

The amount of the discount *you* receive will be set out in *your Price Fact Sheet* and can change unless guaranteed for an initial period of time. If the amount of the discount does change *you* will be notified on *your* next bill.

If this *Contract* or the relevant *Codes and Guidelines* are

amended, we will inform *you* of any amendment that materially affects *your* rights, entitlements and obligations as soon as reasonably practicable after the relevant *Codes and Guidelines* are amended. We will provide *you* with a copy of the applicable *Codes and Guidelines* on request from *you*.

### Inconsistency

This *Contract* cannot be inconsistent with the relevant *Codes and Guidelines*. If a term or condition of this *Contract* is inconsistent with the *Codes and Guidelines*, that part is to be read as deleted and the rest of the *Contract* is not affected.

### Assignment

We may only assign this *Contract* with *your* consent. We do not require *your* consent if we transfer all or substantially all of our retail sales business or if *your* usage increases and we are notified that the *NMI* at *your supply address* is now classified as a large customer by AEMO. *You* must obtain our consent if *you* want to assign this *Contract*.

### Relevant Law

The law applicable to this *Contract* is the law of the State where *your supply address* is located.

### Other Information

Please contact us if *you* would like further information on, for example:

- our *tariffs*, products and services;
- *your* historical billing information (where we have the information);
- *Concession* information; and
- energy efficiency.

### Promotional 'Bonus' Offers

If *you* participate in any of our promotional offers or programs as set out in *your Price Fact Sheet* *you* accept any additional terms and conditions that apply for that product as provided by the supplier of that product. The promotional offer may also involve additional eligibility criteria, which will need to be satisfied for the product to be included as part of *Click Energy's* offer.

If *you* terminate this *Contract* during the cooling off period, *your Contract* with any *Click Energy* promotional product may also immediately terminate. If *your* Building Insurance commences during the cooling off period and *you* cancel during the cooling off period, *you* will be given an additional 7 days cover at no charge to make alternative arrangements. Promotional products may be transferable to a new *supply address* if *you* transfer *your* electricity to a new *supply address*, please contact the supplier of the promotional product to arrange.

Only one promotional product is available per customer. *Click* does not guarantee any benefit of the promotional products in particular no benefit under any insurance cover offered. Sign up rebates, if applicable, will not be credited to final invoices.

### Commission

If *you* have agreed to switch to *Click Energy* on any of the online switching engines a fixed fee or commission is normally paid by us to the online switching business. We also pay the utility connection business On The Move Pty Ltd a fixed fee for managing the process of connecting, reconnecting and disconnecting *your* electricity supply.

## Life Support Equipment

Where *you* have provided us with written confirmation from a registered medical practitioner or a hospital that a person residing at *your supply address* requires life support equipment or otherwise has a medical condition that requires continued electricity supply, we will notify the relevant distribution entity.

## Translation Services

For free translations of this *Contract* please copy and paste at [www.freetranslation.com](http://www.freetranslation.com)

## Large Print

*You* can more easily view large PDF's by using zoom tools. To use zoom tools choose tools and select zoom. Then *you* can either drag and enlarge or select and enlarge.

## Definitions & interpretation

**acceptable identification** means, in relation to a residential customer, one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner *Concession* Card or other current entitlement card issued by the Commonwealth or a birth certificate. If a business customer is a partnership each of the partners may need to be identified. If a business customer is a company *acceptable identification* includes the Australian Company Number or the Australian Business Number.

**additional retail charge** means a charge relating to the sale of energy by *us* to *you* other than a charge based on the applicable *tariff*. It does not include any charge relating to the supply, but not sale, of energy or any amount payable by *you* for a breach of *your Contract*.

**AEMO** means Australian Energy Market Operator Limited (ACN 072 010 327)

**business day** means a day other than a Saturday or Sunday

**Click Energy, us, our, ours, and we** means *Click Energy Pty. Ltd.* (A.C.N 116 567 492)

**Codes and Guidelines** means all relevant legislation, regulations, codes, guidelines, procedures, orders in council, licences, proclamations, directions or standards applicable in *your* region of the national electricity market. It includes without limitation the National Energy Retail Law, the National Energy Retail Rules, the Electricity Supply Act 1995 (NSW), the Electricity Supply (General) Regulations, the Electricity Industry Act 2000 (Vic.), the Energy Retail Code 2012 (Vic.), the Electricity Act 1994 (Qld) and the Electricity Industry Code 2012(Qld).

**Concession** means a *Concession*, rebate or grant including, without limitation, Winter Energy *Concession*, Life Support Machines, Group Homes, Multiple Sclerosis or Associated Conditions, Service to Property Charge Supply *Concession*, Property Transfer Waiver Fee, and Utility Relief Grant Scheme in Victoria and the electricity pensioners' and seniors' rebate in Queensland.

**Contract** means this market retail *contract* and the relevant *Price Fact Sheet* that form the agreement between *you* and *us*.

**Distributor** means the company which owns and operates the network of poles and wires through which electricity is provided to *your supply address*.

**due date** means the date by which *you* must pay the amount owing.

**GST** means the goods and services tax as provided for by the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time.

**Last Resort Event** means that *our* licence has been suspended or revoked or *we* are unable to continue supplying *you* electricity to *your supply address*.

**NMI** means the national meter identifier found on the meter at *your supply address*.

**Ombudsman** means the Energy *Ombudsman* scheme operating in the State where *your supply address* is located.

**Price Fact Sheet** means the pricing schedule that sets out the *tariff* or *tariffs* and additional *terms and conditions* that may apply to *you*. All our *Price Fact Sheets* are available at [www.clickenergy.com.au](http://www.clickenergy.com.au).

**public holiday** means a public holiday appointed under the Public Holidays Act 1993.

**Regulator** means the body, department or commission authorised to regulate the industry and depends on the state in which *your supply address* is located. This also includes the AER who is the Australian Energy Regulator established by section 44AE of the Trade Practices Act 1974 of the Commonwealth. A list of the Regulators can be found in this document under the heading of contacts.

**residential customer** means a customer who purchases electricity principally for personal, household or domestic use at the relevant *supply address*.

**retailer** means an entity licensed to sell electricity or holds an authority to provide customer retail services under the relevant energy laws in the state in which *your supply address* is located.

**small business customer** means a customer who is not a residential customer and its *supply address* uses less than 160MWh per annum in Victoria and less than 100MWh per annum in Queensland and its *NMI* is classified as a 'Small' user of electricity

**supply address** means the address for which *you* have agreed to purchase electricity.

**tariff** means the relevant *tariff* published by *us* from time to time.

**you and your** means the person who has accepted (or has been deemed to have accepted) this *Contract*, as amended from time to time, provided that *you* are a customer who consumes less than 160 MWh per year.

In this *Contract*, unless the context requires otherwise:

- i. headings are for convenience only and do not affect the interpretation of this *Contract*;
- ii. any reference to the singular includes the plural and vice versa;
- iii. if the customer consists of more than one person, each person is jointly and severally bound;
- iv. a customer which is a trustee is bound both personally and in its capacity as a trustee;
- v. any reference to a customer includes the customer's executors, administrators, successors and permitted assigns;
- vi. if an act must be done on a specified day which is not a *business day*, it must be done instead on the next *business day*;
- vii. all calculations of dates and time periods under this *Contract* shall be by reference to the date and local time in the State where *your supply address* is located, and not, unless expressly provided for otherwise, the date and local time at the actual place in the world at which the relevant event in fact occurs;
- viii. any reference to a statute, regulation or provision of a statute or regulation (Statutory Provision) includes: that Statutory Provision as amended or re-enacted; a statute, regulation or provision enacted in replacement of that Statutory Provision; and another regulation or other statutory instrument made or issued under that Statutory Provision.

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## Contacts - Regulators

### Essential Services Commission of Victoria

Level 2  
35 Spring Street  
Melbourne 3000  
[www.esc.vic.gov.au](http://www.esc.vic.gov.au)

### Queensland Mines and Energy

Department of Energy & water Supply  
PO Box 15456  
CITY EAST QLD 4002  
Telephone: +61 7 3006 2399  
Facsimile: +61 7 3033 0538  
[www.dews.qld.gov.au](http://www.dews.qld.gov.au)

### Australian Energy Regulator

Level 35, The Tower  
360 Elizabeth Street  
Melbourne Central  
Melbourne VIC 3000  
Tel: (03) 9290 1444  
Fax: (03) 9290 1457  
[AERInquiry@aer.gov.au](mailto:AERInquiry@aer.gov.au)

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## Contacts - Ombudsmans

### Energy and Water Ombudsman Victoria (EWOV)

Freecall (except mobile phones): 1800 500 509  
[www.ewov.com.au](http://www.ewov.com.au)

### Energy Ombudsman, Queensland (EWOQ)

Ph: 1800 662 837  
Email: [info@eoq.com.au](mailto:info@eoq.com.au)  
Energy Ombudsmen

### Faults and Water Ombudsmen New South Wales (EWON)

Ph: 1800 246 545  
Email: [omb@ewon.com.au](mailto:omb@ewon.com.au)

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## Emergencies

If you have a power failure you may call your Distributor's 24 hour emergency number:

### Victoria

Alinta AE (AGL/Agility): 131 626  
CitiPower: 131 280  
Powercor: 132 412  
SP AusNet (TXU): 131 799  
United Energy: 132 099

### Queensland

Energex: loss of supply 13 62 62  
Energex: emergencies 13 19 62

### New South Wales

Ausgrid (formerly Energy Australia); 131 388  
Endeavour Energy (formerly Integral Energy): 131 003  
Essential Energy(formerly Country Energy): 13 20 80