



Shining  
with you

*Terms & Conditions (VIC, NSW, QLD, SA)*

Commercial Energy Supply Agreement, Variable Rate.



**Whatever makes you shine.**

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# Terms & Conditions for the supply of Electricity and/or Gas

## In these terms and conditions

Where energy is referred to, it means electricity, gas or both, as the context requires.

We and Us means:

- Lumo Energy Australia Pty Ltd ABN: 69 100 528 327 if Your Premises is located in Victoria;
- Lumo Energy (NSW) Pty Ltd ABN: 92 121 155 011 if Your Premises is located in New South Wales;
- Lumo Energy (SA) Pty Ltd ABN: 61 114 356 697 if Your Premises is located in South Australia; and
- Lumo Energy (QLD) Pty Ltd ABN: 63 114 356 642 if Your Premises is located in Queensland.

You means the person/s taking a supply of electricity or gas from Us at the Premises and Your has a corresponding meaning.

The meaning of any terms or expressions which are capitalised are explained in the Interpretation section of this Contract.

## Interpreter Services

Arabic:	خدمة الترجمة الشفهية، من فضلك إتصل بهاتف رقم:
Chinese:	需要传译服务，请致电以下电话号码
Vietnamese	Caàn ñeán dòch vui thoâng ngoân xin goiï ñieän thoaiï cho soá sau ñaây:
Italian	Se avete bisogno di un interprete chiamate il numero:
Greek	Για εξυπηρέτηση διερμηνέα παρακαλούμε τηλεφωνείστε στον κάτωθι αριθμό:
Spanish	Para los servicios de interpretes por favor llame al numero de teléfono siguiente: <b>131 450</b>

# Scope of this Contract

## **1 This Contract and the Regulatory Requirements**

- 1.1 The type of Contract We have with You is known as a negotiated or market contract. It is available to Small Retail Clients in Victoria, New South Wales, South Australia and Queensland and complies with the Regulatory Requirements.
- 1.2 We and You must comply with the Regulatory Requirements.
- 1.3 The Regulatory Requirements set out procedures and protocols that We must follow when supplying energy to You. In addition to the information contained in this Contract, You may also find further information in a client charter or disclosure document which may be provided to You. You can also request more information from Us, including a copy of this Contract, under clause 31 or by contacting Us using the contact details contained in the Annexures to this Contract. If Your Premises is located in New South Wales, We will comply with the Guaranteed Client Services Standard and other Standards of Services in the manner set out in Annexure B.

## **2 Supply of energy**

- 2.1 We agree to sell energy to You at Your Premises and You agree to purchase energy from Us on the terms and conditions as set out in this Contract. The quantity of energy supplied by Us to You will be the amount measured by the meter at Your Premises or otherwise estimated by Us in accordance with the Regulatory Requirements.
- 2.2 Unless otherwise requested, We will arrange for the relevant Network Operator to provide You with services. Unless otherwise agreed, We will issue invoices and collect payments in relation to these services together with other charges payable under this Contract.

## **3 Cooling-Off Period**

- 3.1 You have a right to cancel this Contract within the Cooling-Off Period. To do so, You must give Us notice setting out Your clear intention to do so in person, by telephone, by post, by fax or by email to the address or number listed in the Annexure for the jurisdiction in which the Premises is located.
- 3.2 If You send a cancellation notice by post, fax or email, We will be deemed to have received it on the day it was sent.
- 3.3 The right to cancel this Contract within the Cooling-Off Period:
  - (a) may be exercised notwithstanding any affirmation of the Contract by You; and
  - (b) does not affect other rights in law or in equity which You may have.
- 3.4 If Your Premises is located in New South Wales and You cancel this Contract during the Cooling-Off Period, We will provide You with a record of that cancellation.

#### **4 Commencement and Term**

- 4.1 This Contract commences on the date that You accept Our offer to supply You with energy and We have given You all the information that the Regulatory Requirements prescribe (**Commencement Date**).
- 4.2 If You are currently supplied by another energy retailer, then by entering into this Contract You have given Your consent to transfer the responsibility for supply from that retailer to Us. You will continue to be supplied by that supplier until the transfer to Us is complete.
- 4.3 Supply under this Contract will not start until the latest of the date:
- (a) the Cooling Off Period expires without the contract being terminated;
  - (b) You provide Us with the Security, repaid outstanding amounts or We are otherwise satisfied with Your creditworthiness;
  - (c) You have done all things necessary to enable Us to effect Our registration as Your chosen retailer under the Regulatory Requirements, including paying any applicable charges, providing acceptable identification, credit history information and contact details to Us and completing any necessary documentation;
  - (d) metering equipment is installed at the Premises which complies with the Regulatory Requirements and enables Us to comply with Our obligations under the Regulatory Requirements; or
  - (e) We become Responsible for supplying energy to the Premises, unless the Premises is located in New South Wales and You are being provided a new Connection Service or in the case of electricity or You were, immediately before the Commencement Date, being supplied energy under a new occupant supply arrangement as defined by the New South Wales Regulatory Requirements or by reason of a Last Resort Event, in which case supply may commence earlier.
- 4.4 If Your Premises is located in New South Wales, if You were supplied energy by Us other than under a client supply contract immediately before the commencement of supply under this Contract, You are liable to Us under this Contract for any unpaid amount for that period of supply:
- (a) in the case of electricity for a new occupant, for 14 days or less; and
  - (b) in the case of electricity following a Last Resort Event, for 1 month or less.
- 4.5 Unless otherwise terminated or extended under clause 5, this Contract will terminate on the Expiry Date (Term).

#### **5 Continuation of Term**

- 5.1 Before the Expiry Date, We may send You a notice offering to extend the Term of this Contract (**Continuation Notice**). The Continuation Notice will contain the information required to be included by the Regulatory Requirements including that the Contract is due to expire, when the expiry will occur and what tariffs, terms and conditions will apply to You beyond the Expiry Date.

- 5.2 If We send You a Continuation Notice We will ensure that it is received by You:
- (a) if Your Premises is located in Victoria, no more than 2 months and at least 1 month before the Expiry Date;
  - (b) if Your Premises is located in New South Wales, not less than 21 days before the Expiry Date;
  - (c) if Your Premises is located in South Australia or Queensland, no more than 40 Business Days and at least 20 Business Days before the Expiry Date; and
- 5.3 On the Expiry Date, this Contract will continue in full force and effect in relation to the Premises at the tariffs and on the terms and conditions notified to You in the Continuation Notice unless by then You have entered into another energy supply contract for the Premises with Us or transferred to another energy retailer.
- 5.4 If We have not sent You a Continuation Notice, on the Expiry Date this Contract will continue in full force and effect until You enter into another energy supply contract for the Premises with Us or transfer to another energy retailer.

## **6 Energy charges**

- 6.1 You must pay Us for the energy We sell to You at the Premises and for any other goods or services We provide to You at the tariffs set out in the Energy Supply Agreement Schedule.
- 6.2 You must pay Us for any charges that Your Network Operator charges Us for Connection Services and any other goods or services that Your Network Operator (or other person) provides to You, including services You request be undertaken.
- 6.3 You must pay Us any additional retail charges and other fees or charges specified in this Contract, in the Energy Supply Agreement Schedule, or otherwise permitted to be recovered from You under the Regulatory Requirements.
- 6.4 You must pay Us all applicable GST in accordance with clause 17.
- 6.5 The charges payable by You for the supply of energy will be based on Your estimated or measured consumption during an Invoicing Cycle. We will reconcile any charges paid by You with Your measured consumption.
- 6.6 If Your Premises is located in New South Wales, You are not liable to pay any charge under this Contract unless the amount of, or basis for the calculation for the amount of such charge, is set out in this Contract.

## **7 Variation of charges**

- 7.1 We reserve the right to vary Your Energy Charges if a Relevant Event occurs. You must pay for any resulting increase in Energy Charges passed on to You. We will give You prior written notice of the variation (which may occur by way of notification in Your invoice).
- 7.2 We may vary Your charges by giving You prior written notice (which may occur by way of notification in Your invoice) if:
- (a) Your use and/or consumption of energy changes in a material way; or
  - (b) there is a change in Your meter type,
- and We and/or Your Network Operator place You in a new tariff category.

- 7.3 We may vary Your Energy Charges for any reason, other than on the occurrence of a Relevant Event or a change in the tariff category applying to You, by giving You prior written notice of that variation (which may occur by way of notification in Your invoice) (**Variation Notice**).
- 7.4 If We vary Your Energy Charges under clause 7.3 by more than the Energy Charge Variation Percentage nominated in the Energy Supply Agreement Schedule, You may terminate this Contract by notifying Us within 20 Business Days of receipt of the Variation Notice and will not be required to pay Us an Early Termination Fee.
- 7.5 If Your Energy Charges change during an Invoicing Cycle, We will calculate the amount payable by You on a pro rata basis and clearly show the relevant details in Your invoice.

## **8 Renewable energy sources**

- 8.1 This clause 8 applies if Your Premises is located in New South Wales.
- 8.2 We have made You a Renewable Energy Sources Offer (either verbally or in writing) in accordance with the Regulatory Requirements.
- 8.3 If You are being supplied electricity under a Renewable Energy Sources Offer (Renewable Energy Product) and You no longer wish to be supplied with that product, You may request to be charged at the prices that do not include a Renewable Energy Product option.
- 8.4 Any rights or benefits whether arising now or in the future in respect of any Renewable Energy Product will be retained by Us. Such rights may include, by way of example, credits or other benefits arising a carbon trading or greenhouse gas reduction scheme.

## Invoicing and Payment

### **9 Invoicing**

- 9.1 We will normally send You an invoice for the Energy Charges and any other charges payable by You under clause 6 every month and will do so at least every 3 months in the case of electricity and every 2 months in the case of gas (**Invoicing Cycle**).
- 9.2 Your invoice will contain at least all the information required by the Regulatory Requirements.
- 9.3 Your first invoice and final invoice from Us may be for a broken or part period depending on the date We start to sell You electricity under clause 2.2 and/or the date of Your final supply from Us.
- 9.4 We may choose to invoice You and clear payments of those invoices through an agent.

### **10 Payment**

- 10.1 You must pay to Us the amount shown on each of Our invoices in full by 5pm on the due date specified in that invoice (**Due Date**). The Due Date will be no less than twelve (12) Business Days from the date of issue of the invoice.
- 10.2 You can pay Our invoice by any method prescribed by the Regulatory Requirements or as You and We otherwise agree. The available payment methods will be set out in Your invoice.

- 10.3 You may also choose to pay Our invoices in advance.
- 10.4 Unless prohibited by the Regulatory Requirements, if You pay an invoice fee using a method which results in Us incurring a merchant service, We may recover that fee from You.
- 10.5 If We are permitted to do so by the Regulatory Requirements, We may charge You a fee if Your payment is dishonoured or reversed and We incur a fee.

## **11 Late payment**

- 11.1 Should You fail to pay Your invoice by the Due Date, to the extent permitted by the Regulatory Requirements, We may do one or more of the following:
- (a) require You to pay a late payment fee;
  - (b) require You to pay Us Interest on the unpaid amount from the Due Date until the amount is paid; and
  - (c) charge You any costs associated with recovering any unpaid amount from You;
  - (d) apply any Security towards the unpaid amount;
  - (e) take steps to disconnect You in accordance with clause 21.

## **12 Credit worthiness & Security**

- 12.1 You authorise Us to conduct a credit check assessment on You.
- 12.2 If Your credit worthiness is not acceptable to Us and We are permitted to do so by the Regulatory Requirements, We may require You to provide Security to Us in respect of Your payment obligations contained in this Contract.
- 12.3 If We require You to provide Security, the amount of the Security shall not exceed the maximum amount prescribed by the Regulatory Requirements and We will only draw on the Security if permitted to do so by the Regulatory Requirements
- 12.4 You must not take any steps to injunct or otherwise prevent Us from drawing on the Security.
- 12.5 We will repay any Security to You in accordance with the Regulatory Requirements.
- 12.6 If Your Premises is located in New South Wales, there is more information about Security set out in Annexure B.

## **13 Payment difficulties and assistance**

- 13.1 If You have difficulty paying Your invoices, You must contact Us to discuss how We can help You. We will offer You the payment assistance that We are required to offer You in accordance with the Regulatory Requirements and may include instituting a suitable Instalment Plan, referral to a financial counsellor, provision of details concerning government concessions and grants and the provision of efficient use of energy advice.
- 13.2 If Your Premises is located in New South Wales, there is information about options and schemes available to You in Annexure B.

## **14 Shortened collection cycles**

- 14.1 If Your Premises is located in Victoria, Queensland or South Australia, We may place You on a shortened collection cycle if:
- (a) We need to send You reminder notices for 3 consecutive invoices or disconnection warnings for 2 consecutive invoices and offered You the assistance required to be offered by the Regulatory Requirements; and
  - (b) We have provided You with notification in accordance with the Regulatory Requirements.
- 14.2 We will give You notice that We will place, or have placed, You on a shortened collection cycle in accordance with the Regulatory Requirements.
- 14.3 If this occurs We will no longer send You reminder notices until You pay 3 consecutive invoices by the Due Date.

## **15 Actual and estimated readings**

- 15.1 Unless You are under an Invoice Smoothing Arrangement, Your invoices will be based wherever possible on an actual reading of the meter at the Premises. You give Us Your consent to otherwise base Your invoices on an estimate of Your consumption. We will base estimations on Your reading of the Meter, Your prior invoicing history or Our reasonable estimate of Your likely consumption over the Invoicing Cycle in accordance with the Regulatory Requirements.
- 15.2 If You are a Residential Client, Your meter will usually be read every 3 months. If You are a Business Client, Your meter may be read every month. While every attempt is made to ensure that Your meter is read on these usual meter reading cycles, We will read Your meter at least as regularly as prescribed by the Regulatory Requirements. If Your Premises is in New South Wales Your metered consumption will be measured at intervals of not less than 6 months.
- 15.3 Unless You are under an Invoice Smoothing Arrangement or We are permitted to estimate Your consumption by the Regulatory Requirements, if We have estimated Your consumption and We subsequently read Your meter, otherwise receive a reliable meter reading, or receive other updated substitute data determined in accordance with the requirements of the Regulatory Requirements, We will adjust any estimated invoice (other than those issued under an Invoice Smoothing Arrangement) in accordance with the meter reading or the updated data and clause 16.

## **16 Adjustments**

- 16.1 If We overcharge You, We will pay You the overcharged amount in accordance with the Regulatory Requirements.
- 16.2 If We undercharge or fail to charge You, We may recover the undercharged amount from You in accordance with the Regulatory Requirements. This includes:
- (a) itemising and explaining the amounts on Your invoice;
  - (b) giving You a chance to repay the undercharged amount over a period of time as specified by the Regulatory Requirements; and
  - (c) not charging You interest on the undercharged amount.

## 17 GST

17.1 In this clause:

- (a) An expression or word used in this clause which has a particular meaning in the GST Law, or in any applicable legislative determinations, has the same meaning, unless the context otherwise requires; and
- (b) A reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member, and a reference to an input tax credit entitlement of a party includes any corresponding input tax credit entitlement of the representative member of any GST group of which that party is a member.

17.2 Unless GST is expressly included, any amount payable under this Contract for any supply made under or in connection with this Contract does not include GST.

17.3 To the extent that any supply made under or in connection with this Contract is a taxable supply, the GST exclusive consideration otherwise payable or provided for that taxable supply is increased by an amount equal to that consideration multiplied by the rate at which GST is imposed in respect of the taxable supply, and subject to receipt of an effective tax invoice, is payable at the same time.

17.4 If for any reason (including, without limitation, the occurrence of an adjustment event) the amount of GST paid on a taxable supply (taking into account any decreasing or increasing adjustments in relation to the taxable supply) varies from the GST paid by You:

- (a) We must provide a refund or credit to You, or You must pay a further amount to Us, as appropriate, at the same time as the GST exclusive component of the adjustment is refunded or paid;
- (b) the refund, credit or further amount (as the case may be) will be calculated by Us in accordance with the GST Law; and
- (c) We must notify You of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. If there is an adjustment event in relation to the supply, Our requirement to notify You will be satisfied by Us issuing You an adjustment note within 14 days after becoming aware of the occurrence of the adjustment event.

17.5 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Contract.

17.6 If a payment to a party under this Contract is a payment by way of reimbursement or indemnity and is calculated by reference to the GST inclusive amount of a loss, cost or expense incurred by that party, then the payment is to be reduced by the amount of any input tax credit to which that party is entitled in respect of that loss, cost or expense before any adjustment is made for GST pursuant to clause 17.3.

## **18 Review of invoices**

- 18.1 If You disagree with the invoice, You must advise Us of the portion of the invoice in dispute. We will review the invoice at Your request. You agree to pay Us any portion of the invoice under review that You agree with Us is not in dispute or, depending on the Regulatory Requirements an amount equivalent to the average amount of Your invoices in the previous 12 months.
- 18.2 If the invoice under review is:
- (a) correct, You must either:
    - (i) pay Us the unpaid amount; or
    - (ii) request Us to arrange a meter test in accordance with the Regulatory Requirements. If Your meter is found to comply with the Regulatory Requirements, You must pay Us the unpaid amount and the cost of the test (which We may ask be paid in advance); or
  - (b) incorrect, We will adjust the invoice in accordance with clause 16.

## **Metering, Access and Connection**

### **19 Metering**

- 19.1 We will supply or contract for the installation of the meter at Your Premises unless a meter already exists at the Premises. The meter will remain Our property or the property of the installer as the case may be.
- 19.2 You must not remove, destroy or otherwise interfere with the meter.

### **20 Your Obligations: Access and Connection**

- 20.1 You must allow Us or an Authorised Officer unhindered and convenient access to Your Premises during the Term, and for a reasonable period of time after termination of this Contract to read the meter, to connect, disconnect or reconnect Your supply, to carry out maintenance and test electrical or gas equipment on the distribution system, or to otherwise assist Us to comply with Our obligations under this Contract and the Regulatory Requirements.
- 20.2 If You deny Us or an Authorised Officer access to read the meter and later request an invoice based on an actual meter reading We may charge You a fee in the amount permitted by the Regulatory Requirements for complying with Your request.
- 20.3 You must advise Us immediately if You become aware of a potential safety hazard at Your Premises and provide Us or Our representative with adequate protection against that hazard.
- 20.4 You agree to comply with all reasonable requirements of the Network Operator in complying with the Regulatory Requirements in supplying energy to You.
- 20.5 You agree to ensure that Your actions and equipment do not adversely affect the distribution network, the meter, or the quality of supply to other clients.
- 20.6 You must ensure that Your Premises remain physically connected to the distribution network. You agree that We are not responsible for Your physical connection to the distribution network.

## Ending Energy Supply

### 21 Disconnection

21.1 We (or Your Network Operator) may, or may cause to, disconnect or interrupt Our energy supply to You if:

- (a) You have not paid Your invoice in relation to the Premises by the Due Date and We have complied with the procedures under the Regulatory Requirements. Depending where Your Premises is located and whether or not You are a Residential Client or a Business Client, the Regulatory Requirements may require that We not disconnect You:
  - (i) until You have received the appropriate reminder notices and disconnection warnings from Us in the form of and at the times prescribed and attempted to contact You personally;
  - (ii) until We have offered You an alternative payment arrangement in accordance with the Regulatory Requirements and You do not agree to that arrangement or fail to make payments under such a payment arrangement;
  - (iii) if the amount outstanding is less than an amount prescribed by the Regulatory Requirements or does not relate to the supply of energy;
  - (iv) until We have provided You with details of any Government funded rebate or relief scheme and/or the outcome of an application for such a scheme is pending; or
  - (v) where a complaint about an invoice has been referred to the Ombudsman.
- (b) You refuse to provide Security or advance payment and We have complied with the applicable Regulatory Requirements;
- (c) If the Premises is located in Victoria, South Australia or Queensland, You refuse to allow the meter to be read for 3 consecutive invoicing periods and We have complied with all applicable Regulatory Requirements;
- (d) If the Premises is located in Victoria or Queensland, You refuse, when required, to provide acceptable identification (if You are a new client of Ours) and We have complied with all applicable Regulatory Requirements; or
- (e) if the Premises is located in New South Wales, You unreasonably refuse or fail to give Us or an Authorised Officer access to the Supply Address in relation to any act, manner or thing done or to be done in carrying out any function under the Contract or as permitted by law;
- (f) if the Premises is located in New South Wales, You obstruct Us or an Authorised Officer in relation to any act, manner or thing done or to be done in carrying out any function under the Contract or as permitted by law;
- (g) You obtain energy from Us illegally or other than in accordance with the Regulatory Requirements;
- (h) You request that Your supply be disconnected; or

- (i) the connection is not safe or if Your Network Operator is permitted to disconnect You under its connection agreement with You and/or it is required to do so by an applicable law.

21.2 We will not disconnect You:

- (a) while any application made by You for assistance under any Government funded rebate or relief scheme that is available to You or any payment plan operated by Us is pending;
- (b) if Your Premises have been registered with Your Network Operator as requiring a life support machine in the case of electricity or as requiring a medical exemption in the case of gas; and
- (c) unless You have requested it, after certain times on certain days as specified in the Regulatory Requirements if applicable to You. If Your Premises is located in New South Wales, We will not disconnect You on a weekend or public holiday or on a day immediately preceding a weekend or public holiday or after 3.00pm on any other day.

21.3 We may charge You a disconnection fee if We disconnect the Premises under this clause 21.

21.4 We may interrupt Your supply:

- (a) for maintenance and repair;
- (b) for the installation of a new supply to another client;
- (c) in an emergency; or
- (d) for health and safety reasons,

and will give You notice of these interruptions where possible and in accordance with the Regulatory Requirements. Nothing in this Contract affects Our right to interrupt continuous supply as agreed in this Contract or any right or obligation to refuse to supply energy or discontinue the supply of energy arising from the Regulatory Requirements.

21.5 If Your Premises is located in New South Wales, there is more information about the disconnection and interruption protocol We will follow in Annexure B.

## **22 Reconnection**

22.1 If We have disconnected You, We will use all reasonable endeavours following a request from You for reconnection of Your energy supply to procure the reconnection as soon as possible in accordance with the Regulatory Requirements if the reason for disconnection is remedied within 10 Business Days of disconnection and You have paid Us any necessary reconnection fee and provided Us with Security where required.

22.2 If You make a request for reconnection under clause 22.1, We will connect You in the time prescribed by the Regulatory Requirements which will usually be on the same or the next Business Day.

## **23 Termination & Cooling-Off period**

23.1 Subject to clause 23.5, You may terminate this Contract:

- (a) during the Cooling-Off Period by giving Us notice in accordance with clause 3.1; or

- (b) after the Cooling-Off Period by giving Us:
  - (i) if the Premises is located in Victoria, at least 28 days notice;
  - (ii) if the Premises is located in New South Wales, 3 Business Days in relation to the supply of gas and 72 hours in the case of supply of electricity;
  - (iii) if the Premises is located in South Australia or Queensland, at least 20 Business Days notice.

23.2 Subject to clause 23.5, this Contract will terminate:

- (a) on the date You cease to be responsible for the energy consumed at the Premises under clause 24;
- (b) if You breach this Contract by transferring to another retailer in respect of the Premises;
- (c) if You enter into a new contract for the purchase of energy from Us in respect of the Premises, on the date that the new contract takes effect;
- (d) You are subject to a change in control and We give You 10 Business Days notice that We intend to treat the change in control as a termination event;
- (e) You become bankrupt or insolvent; and/or
- (f) on the happening of a Last Resort Event.

23.3 We may terminate this Contract if We have a right to disconnect You under clause 21 and You no longer have a right to be reconnected.

23.4 We may terminate this Contract if We reclassify You as not being a Small Retail Client.

23.5 If the Contract is terminated:

- (a) under clause 23.3, when You no longer have a right to be reconnected,
- (b) under clause 23.2(b), when the other retailer becomes Responsible for the Premises; or
- (c) under 23.2(c), the expiry of any cooling-off period in respect of the new energy contract,

termination will be effective on such occurrence as applicable, whichever occurs last.

23.6 If this Contract is terminated under clause 23.1(b), 23.2(a), 23.2(b), 23.2(d) or 23.2(e) after the Cooling-Off Period but before the Expiry Date and We are permitted to do so by the Regulatory Requirements, We may charge You an Early Termination Fee.

23.7 We are not entitled to the payment of any costs, compensation or any other amount as a consequence of termination of the Contract within the Cooling-Off Period, other than charges payable in respect of any energy supplied or any other services provided under this Contract where supply has commenced within the Cooling-Off Period for a reason permitted by the Regulatory Requirements in New South Wales.

23.8 If this Contract is terminated or otherwise ends, We may disconnect Your energy supply after We have complied with any applicable procedures required by the Regulatory Requirements.

- 23.9 Termination will not prejudice Our ability to recover amounts owed to Us by You under the Contract before termination.
- 23.10 If this Contract applies to more than one Premises and it is terminated in respect of one or some of those Premises, it will continue in relation to each other Premise.

## 24 Vacating premises

- 24.1 You must give Us notice of the date on which You intend to vacate (or did in fact vacate) the Premises together with a forwarding address where We can send You Your final invoice.
- 24.2 You will cease to be responsible for the energy consumed at the vacated Premises:
- (a) after giving Us notice of Your vacation of the Premises, at the later of:
    - (i) the date on which You vacate the Premises; or
    - (ii) if the Premises is located:
      - (A) in Victoria, 3 Business Days;
      - (B) in New South Wales, 3 Business Days in relation to the supply of gas and 72 hours in the case of supply of electricity;
      - (C) in South Australia, 3 Business Days or such later period as prescribed by the Regulatory Requirements where You fail to give Us access to the meter to conduct a final meter reading; or
      - (D) in Queensland, the number of days set out in the following table or such later period as prescribed by the Regulatory Requirements where You fail to give Us access to the meter to conduct a final meter reading:

(1) Premises in ENERGEX's distribution area	
Premises description	Notice Period
All Premises other than excluded locations	5 Business Days
Premises in excluded locations	10 Business Days
(2) Premises in Ergon Energy's distribution area	
Premises description	Notice Period
Premises supplied through CBD feeder/urban feeder/short rural feeder	5 Business Days
Premises supplied through long rural feed/ isolated feeder	10 Business Days

- (b) if You demonstrate to Us that You were evicted or otherwise forced to vacate the Premises, the date on which You give Us notice under clause 24.1;
- (c) if We enter into a new energy contract for the Premises with another client, the date on which the obligation to pay for energy under the new energy contract is effective;

- (d) if another retailer becomes Responsible for the Premises, the date on which the other retailer becomes so Responsible; or
  - (e) if the Premises is disconnected, the date on which the Premises is disconnected.
- 24.3 If You and We have an energy contract for another premises, We may include in an invoice for energy consumed at the other premises the amount payable for energy consumed at the vacated Premises.

## **25 Last Resort Events**

- 25.1 We may transfer You to another retail supplier if a Last Resort Event occurs. You are not liable to pay any compensation or other payment for that transfer, including the cost incurred by Us in relation to that transfer.
- 25.2 On the occurrence of a Last Resort Event We may provide information about You to other parties, in accordance with the Regulatory Requirements, to facilitate that transfer such as another supplier or the administrator of any retail market business scheme. In South Australia, this includes within 1 Business Day providing Your name, invoicing address and associated assigned metering identifier and metering identifier checksum to the entity appointed as the retailer of last resort.

## **Responsibilities and Liabilities**

### **26 Our responsibility for energy supply**

- 26.1 You acknowledge that Your Network Operator is responsible for the supply of energy to the Premises.
- 26.2 We are not responsible for any disconnection, interruption or reduction in the supply and/or quality of energy, variation in electricity voltage, reduction in gas pressure or frequency of the supply.

### **27 Liability**

- 27.1 Notwithstanding any other provision of this Contract, nothing in this Contract is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.
- 27.2 Except as expressly set out in this Contract, any representation, warranty, condition or undertaking which would be implied in this Contract by law, is excluded to the maximum extent permitted by law.
- 27.3 Our liability, if any, under this Contract is limited to the maximum extent permitted by law. That is, in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption, Our liability for breach of this Contract is limited to (at Our option):
- (a) in the case of goods being energy:
    - (i) the replacement of the energy or the supply of equivalent energy; or
    - (ii) the payment of the cost of replacing the energy or of acquiring equivalent energy; or

- (b) in the case of services:
  - (i) the supply of the service again; or
  - (ii) the payment of the cost of having the services supplied again.

27.4 You acknowledge that the terms of this Contract do not represent a waiver by Us of, or an agreement to vary or exclude, any limitation of Our liability under any Regulatory Requirements (including sections 119 and 120 of the National Electricity Law).

27.5 To the extent permitted by the Regulatory Requirements, despite any other provision of this Contract and to the extent permitted by law, We (including Our employees, agents and contractors) are not liable in negligence, in tort, in contract or otherwise to You for:

- (a) any direct, indirect, consequential or special losses or damages of any kind (including, without limitation, loss of profit, loss or corruption of data, business interruption or indirect costs) suffered by You as a result of any act, omission or breach by Us (including Our employees, agents and contractors);
- (b) any failure or defect in the supply of energy caused by machinery and equipment breakdown or causes beyond Our control;
- (c) any delay in connecting Your Premises to the local distribution network;
- (d) any deficiency or defect in the service equipment of any part of the energy supply system;
- (e) any characteristic of the energy supply (such as the voltage or frequency) which makes it unsuitable for use; or
- (f) an interruption to supply in accordance with this Contract.

27.6 To the extent permitted by the Regulatory Requirements:

- (a) You must ensure that Your actions will not do anything that will cause harm or impose any liability on Us.
- (b) You indemnify Us for any claims against Us, including those from third parties, which arise from Your use of energy beyond the meter.
- (c) You indemnify Us for any claims against Us in the event that You permit energy to leave the Supply Address and re-enter the distribution system and this gives rise to a claim against Us.

27.7 If You are a Business Client You must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business of the Business Client, which may result from poor quality, or reliability of energy supply.

## **28 Force Majeure**

28.1 The obligations of the parties under this Contract will be suspended (except the obligation to pay any money owing), to the extent to which they are affected, if that failure or delay is due to any cause or condition beyond the reasonable control of that party (**Force Majeure Event**) for as long as the Force Majeure Event continues.

- 28.2 The party affected by a Force Majeure Event must give the other prompt notice of that fact including full particulars 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.
- 28.3 If the effects of a Force Majeure Event are widespread, We will be deemed to have given You prompt notice in accordance with clause 28.2 if We make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the Force Majeure Event or otherwise as soon as practicable.
- 28.4 The party affected by a Force Majeure Event must use its best endeavours to remove, overcome or minimise the effects of the Force Majeure Event as quickly as possible except that this does not require the party to settle any industrial dispute.
- 28.5 You and We may agree that We are not to have the benefit of clause 28.1 in respect of any Force Majeure Event.
- 28.6 Nothing in this clause 28 varies or excludes the operation of section 120 of the National Electricity Law.

## Information and Communication

### **29 Disputes**

- 29.1 We agree to discuss in good faith and attempt to resolve any dispute between You and Us arising out of this Contract and, if the dispute relates to Premises located in New South Wales, Our conduct acting in the capacity of an energy marketer or of an agent of Ours who is an energy marketer, in accordance with the dispute resolution procedure prescribed by the Regulatory Requirements. If You are not satisfied with Our response You may refer the complaint to the Ombudsman or other relevant external dispute resolution body.
- 29.2 If Your Premises is located in New South Wales, Annexure B, contains more information about the dispute resolution procedure and the Ombudsman.
- 29.3 You will find the Ombudsman's contact details in the Annexures to this Contract.

### **30 Privacy and personal information**

- 30.1 We respect Your privacy. However, to assist Us in the provision of energy and other products and services to You We may need to collect Personal Information about You.
- 30.2 We reserve the right to use Your Personal Information in a manner not inconsistent with Our obligations under the Privacy Act 1988 (Cth) or any other Regulatory Requirement and in accordance with Our Privacy Policy as varied from time to time. Our Privacy Policy may be viewed on Our website.
- 30.3 From time to time We may provide You with promotional material. If You do not wish to receive this material, please let Us know.
- 30.4 We may disclose Your Personal Information to organisations We engage to assist Us with delivering energy to You, including debt collecting agencies, authorised representatives and government or regulatory authorities.

- 30.5 We may disclose Your Personal Information to a credit reporting agency if You fail to pay Your invoice and We have complied with the Credit Reporting Code of Conduct published under the Privacy Act 1988 (Cth).
- 30.6 We may contact You as part of Our ongoing quality assurance program within 14 Business Days of You contracting with Us or when You terminate Your contract with Us.
- 30.7 You can request access to the Personal Information We hold about You at any time by writing to Us.

### **31 Information**

- 31.1 You must inform Us as soon as possible of any change to Your details.
- 31.2 We will, on request, provide You with:
- (a) a copy of this Contract and/or any document incorporated by reference in it as soon as possible following a request to do so;
  - (b) a copy of some of the codes, Acts and Regulations as set out in the definition of Regulatory Requirements;
  - (c) reasonable information on tariffs available to You;
  - (d) energy efficiency advice, unless Your Premises is located in Victoria and You are a Business Client;
  - (e) information on network charges, retail charges and any other charges relating to the sale or supply of energy comprised in the amount payable under Your invoice;
  - (f) Your historical invoicing data in accordance with the Regulatory Requirements;
  - (g) information regarding concessions available to a Residential Client, rebates and grants which may be available to You (if applicable);
  - (h) if required by the Regulatory Requirements, information about meter readings and meter registrations connected with an invoice;
  - (i) information about how to protect and avoid interference with equipment and the distribution network.
- 31.3 We may provide this information free of charge. However in some circumstances We may ask You and You must pay a charge for providing this information or documents.

### **32 Notices**

- 32.1 We will send You invoices and any notices to the Premises or to any invoicing address supplied by You from time to time. Notices and invoices shall be deemed to be received:
- (a) if delivered by post, 2 Business Days after the date of posting;
  - (b) if delivered by fax, on receipt by the sender of a transmission report indicating that the transmission has been made without error;
  - (c) if it is agreed that the notice can be delivered by email, on the date of transmission unless the sender received notice that the delivery did not occur or was delayed; or
  - (d) if delivered by hand at the place of delivery, upon delivery and otherwise on the next Business Day at the place of delivery.

## Changing this Contract

### **33 Assignment**

- 33.1 You may not assign this Contract without Our prior written consent.
- 33.2 We may assign, or otherwise dispose of the whole or any part of Our interest in this Contract to a person who acquires all or a substantial portion of the assets of Our business of retailing energy without Your prior consent.

### **34 Variation**

- 34.1 Unless otherwise specifically provided for under this Contract any variation to the Contract, including any variation to the Energy Supply Agreement Schedule, must be in writing and signed by both parties.

## Miscellaneous

### **35 General**

- 35.1 Each party must comply at their own cost with the requirements of any Regulatory Requirements expressed to apply to that party.
- 35.2 This Contract represents the entire Contract between You and Us and supersedes all prior arrangements or understandings between You and Us.
- 35.3 Clauses 6, 7, 9, 10, 11, 12.5, 15.3, 16, 18, 19, 20, 21, 23.6, 23.7, 23.8, 23.9, 23.10, 25, 26, 27, 30, 31.1 and 35.7 will survive termination of this Contract.
- 35.4 If any term or clause of this Contract is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this Contract.
- 35.5 If We do not exercise Our rights under this Contract it will not constitute a waiver of those rights.
- 35.6 Where We exercise a discretion under this Contract, We will:
  - (a) prioritise Your safety and the ongoing supply of energy to You and other users; and
  - (b) consider Your interests balanced against Our business interests.
- 35.7 If You have consumed energy fraudulently or not in accordance with Regulatory Requirements, We may recover from You any amount which We reasonably estimate constitutes the amount by which We have not charged or undercharged You.
- 35.8 This Contract shall be governed and construed in accordance with the laws of the State in which the Premises is located.

### **36 Interpretation**

- 36.1 In this Contract, reference to:
  - (a) the singular includes the plural and the plural includes the singular;
  - (b) a person includes a body corporate;
  - (c) a party includes the party's executors, administrators, successors and permitted assigns and if a party consists of more than 1 person, this Contract binds each of them separately and any 2 or more of them jointly.

- (d) a statute, regulation, code or other law or a provision of any of them includes:
  - (i) any amendment or replacement of it; and
  - (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
- (e) "Including" and similar expressions are not words of limitation.
- (f) Headings and any table of contents or index are for convenience only and do not form part of this Contract or affect its interpretation.

36.2 If there is an inconsistency between these terms and conditions and the Energy Supply Agreement Schedule, the terms of the Energy Supply Agreement Schedule will prevail.

## 37 Dictionary

**Authorised Officer** means an inspector or a person representing Us, whether or not the person is Our employee, who is appointed by Us to be an authorised officer under the Regulatory Requirements.

**Invoice Smoothing Arrangement** means a invoicing arrangement available if Your Premises is located in Victoria, South Australia or Queensland where:

- (a) upon receiving Your explicit informed consent, You are provided with estimated invoices for the same amount over a 12 month period;
- (b) each invoice is based on Your historical invoicing information for the preceding 12 month period (where available) and is otherwise based on the average consumption at the relevant tariff for a 12 month period; and
- (c) at the end of the 12 month period, We will obtain a meter reading and adjust any over or under estimating of Your invoices in accordance with clause 16.

**Business Client** means a client who is not a Residential Client.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the State in which the Premises is located.

**Cooling-Off Period**, means the greater of:

- a) the period of time prescribed by any applicable fair trading legislation; and
- b) 10 Business Days starting from the Commencement Date, unless Your Premises is located in Victoria and the supply point at the Premises only requires the insertion of a fuse or the operation of switching equipment to allow the flow of electricity or the unplugging or installation of a meter to allow the flow of gas, in which case, 5 Business Days starting from the Commencement Date.

**Connection Services** means all services provided by the Network Operator from time to time in respect of the Premises for use of the distribution or transmission network.

**Contract** means this contract comprising the terms and conditions set out in this document and any annexure to it and the Energy Supply Agreement Schedule.

**Early Termination Fee** means the early termination fee set out in the Energy Supply Agreement Schedule and calculated in accordance with the Regulatory Requirements, if applicable.

**Energy Charges** means those charges payable under clause 6.

**Energy Supply Agreement Schedule** means the offer document which contains Your details, all or any special conditions and the prices applicable to You under this Contract provided to You with this Contract.

**Expiry Date** means the date specified in Energy Supply Agreement Schedule or as extended under clause 5.1.

**GST** means Goods and Services Tax as defined in the GST Law.

**GST Law** means GST Law as defined in the A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time or any replacement or other relevant legislation and regulations.

**Instalment Plan** means an instalment plan that meets the requirements of the Regulatory Requirements.

**Interest** means interest payable calculated at the following rates:

- (a) if Your Premises is located in New South Wales, the rate prescribed under section 101 of the Civil Procedure Act 2005 (NSW) for payment of interest on a judgment debt;
- (b) if Your Premises is located in Victoria, the Reserve Bank of Australia cash rate plus 2% per annum or the rate approved by the relevant agency in accordance with the Regulatory Requirements;
- (c) the rate approved by the Queensland Competition Authority if Your Premises is located in Queensland and the rate approved by the Essential Services Commission of South Australia if Your Premises is located in South Australia.

**Last Resort Event** means an event which triggers a retailer of last resort scheme in the State where the Premises is located meaning that a retailer is no longer entitled to sell energy.

**Miscellaneous Charges Schedule** means the schedule published on Our website relating to the jurisdiction in which the Premises is located that sets out the amounts We will charge You for miscellaneous charges incurred under this Contract.

**National Electricity Law** means the National Electricity Law made under the National Electricity (South Australia) Act 1996 (SA) and enacted by the Regulatory Requirements in the States covered by this Contract).

**Network Operator** means the entity that operates the distribution or transmission network used to deliver energy to the Premises.

**Ombudsman** means:

- (a) In Victoria: the Energy and Water Ombudsman of Victoria;
- (b) In New South Wales: the Energy and Water Ombudsman of New South Wales;
- (c) In South Australia: the Energy and Water Ombudsman of South Australia; and
- (d) In Queensland: the Energy Ombudsman of Queensland.

**Personal Information** means information or opinion about You from which Your identity is apparent or can be reasonably ascertained.

**Premises** means the premises where You take supply from Us as specified in the Energy Supply Agreement Schedule.

**Regulatory Requirements** means all rules, regulations, codes, statutes, guidelines, licences, legislation, orders in council, tariffs, proclamations, directions or standards applicable where Your Premises is located that relate to the supply of electricity, gas or both as the case may be, including:

- (a) in Victoria: the Energy Retail Code published by the Essential Services Commission of Victoria, the Electricity Industry Act 2000 (Vic), the Electricity Safety Act 1998 (Vic), the National Electricity (Victoria) Act 1997 (Vic), the Gas Industry Act 2001 (Vic), the Gas Safety Act 1997 (Vic)

You can get a copy of the Energy Retail Code by visiting [www.esc.vic.gov.au](http://www.esc.vic.gov.au) or by contacting Us.

- (b) in New South Wales: the Electricity Supply Act 1995 (NSW); the Electricity Supply (General) Regulation 2001 (NSW) and other instruments made under the Act, the National Electricity (New South Wales) Act 1997 (NSW), the Gas Supply Act 1996 (NSW) and the Gas Supply (Natural Gas Retail Competition) Regulation 2001 (NSW) and other instruments made under the Act;

You can get a copy of the Electricity and Gas Supply Acts and Regulations by visiting [www.ipart.nsw.gov.au](http://www.ipart.nsw.gov.au) or by contacting Us.

- (c) in South Australia: the Energy Retail Code published by the Essential Services Commission of South Australia, the Electricity Act 1996 (SA), the Electricity (General) Regulation 1997 (SA), the National Electricity (South Australia) Act 1997 (SA), the Gas Act 1997 (SA), the Gas Regulations 1997 (SA); and You can get a copy of the Energy Retail Code at [www.escosa.sa.gov.au](http://www.escosa.sa.gov.au) or by contacting Us.

- (d) in Queensland: the Electricity Industry Code, the Gas Industry Code approved by the Minister for Mines and Energy in Queensland, the Electricity Act 1994 (Qld), the Electricity- National Scheme (Queensland) Act 1997 (Qld), the Gas Supply Act 2003 (Qld).

You can get a copy of the Electricity Industry Code and Gas Electricity Code at [www.qca.org.au](http://www.qca.org.au) or by contacting Us.

**Relevant Event** means the introduction or happening of any of the following or a change to any of the following after the Commencement Date:

- (a) any tax, levy or duty that is imposed or passed on to Us by any government or semi-governmental body or Regulatory Requirement (including, without limitation, consumption, goods and services or value added tax, production tax, energy tax, carbon tax or greenhouse gas emissions tax or environmental tax); or
- (b) any cost, levy or charge incurred by or passed on to Us:
  - (i) in connection with participating in the national electricity market or the gas retail market; and/or
  - (ii) in connection with the acquisition of electricity or gas or the retail of electricity or gas (including the cost of price movements in the wholesale markets, a change in Your metering arrangements, the cost of complying with a change in the Regulatory Requirements, carbon pollution reduction or similar scheme, the cost of complying with obligations to acquire electricity from renewable (or low emission) sources and the cost associated with any energy efficiency, smart metering or similar scheme); and/or
  - (iii) by Your Network Operator; or
- (c) any event which constitutes a force majeure event under a third party contract to which We are a party.

**Renewable Energy Sources Offer** means a renewable energy sources offer as defined in section 45B of the Electricity Supply (General) Regulation 2001 (NSW).

**Residential Client** means a client who purchases energy principally for personal, domestic or household use.

**Responsible** means responsible for the energy supplied at the Premises for the purposes of settlement of a relevant wholesale energy market under the Regulatory Requirements.

**Security** means security in the form of:

- (a) a non-refundable annual security levy;
  - (b) a refundable advance;
  - (c) a security deposit or bank guarantee; or
  - (d) other form of security deemed appropriate by Us,
- permitted to be sought by the Regulatory Requirements.

**Small Retail Client** means, at the time of publishing this Contract (but may vary from time to time in accordance with the Regulatory Requirements):

- (a) in Victoria:
  - (i) a Residential Client; or
  - (ii) a Business Client that consumes or is expected to consume less than 40 MWh of electricity and/or 1000 GJ of gas per annum;
- (b) in New South Wales and South Australia: a client that consumes or is expected to consume less than 160 MWh of electricity and/or 1000 GJ of gas per annum; and
- (c) in Queensland: a client that consumes or is expected to consume less than 100 MWh of electricity and/or 1000 GJ of gas per annum.

## Annexure A - Victorian Clients

### Lumo Energy Australia Pty Ltd

PO Box 632, Collins St West VIC 8007

ABN: 69 100 528 327

**Commercial Account Management Team** 1300 360 434  
8.30am-6.00pm, Monday to Friday

Fax 1300 691 428

Email [info@lumoenergy.com.au](mailto:info@lumoenergy.com.au)

Website [www.lumoenergy.com.au](http://www.lumoenergy.com.au)

### National Head Office

Level 3, 565 Bourke St Melbourne VIC 3000

### Electricity Faults or Emergencies - 24 hours

Victorian Electricity Distribution Companies

**Jemena** 13 16 26

North-west suburbs of Melbourne

**CitiPower** 13 12 80

Melbourne CBD & inner suburbs

**Powercor** 13 24 12

Western Victoria

**SP Ausnet** 13 17 99

Eastern Victoria

**United Energy** 13 20 99

Eastern & southern suburbs of Melbourne

**Gas Emergencies - 24 hours** 13 27 71

Victorian Gas Distribution Companies

**Envestra** 1800 676 300

Northern suburbs of Melbourne, Eastern Victoria & Mornington Peninsula

**Multinet** 13 26 91

Eastern suburbs of Melbourne

**SP Ausnet** 13 67 07

Western suburbs of Melbourne & Western Victoria

**Essential Services Commission** 9651 0222

Level 2, 35 Spring St, Melbourne VIC 3000

[www.esc.vic.gov.au](http://www.esc.vic.gov.au)

**Energy & Water Ombudsman** 1800 500 509

GPO Box 469D, Melbourne VIC 3001

[www.ewov.com.au](http://www.ewov.com.au)

## Annexure B - New South Wales Clients

**Lumo Energy (NSW) Pty Ltd**  
GPO Box 87, Sydney NSW 2001  
ABN: 92 121 155 011

**Commercial Account Management Team** 1300 360 434  
8.30am-6.00pm, Monday to Friday

Fax 1300 691 428

Email [info@lumoenergy.com.au](mailto:info@lumoenergy.com.au)

Website [www.lumoenergy.com.au](http://www.lumoenergy.com.au)

### **National Head Office**

Level 3, 565 Bourke St Melbourne VIC 3000

### **Electricity Faults or Emergencies – 24 hours**

NSW Electricity Distribution Companies

**Integral Energy** 13 10 03

Greater Western Sydney, Illawara and the Southern  
Highlands

**Energy Australia** 13 13 88

Sydney, Central Coast and Hunter regions

**Country Energy** 13 20 80

All other areas

### **Gas Emergencies - 24 Hours**

NSW Gas Distribution Companies

**Energy Australia** 13 13 88

**Country Energy** 13 20 80

**Independent Pricing and Regulatory Tribunal of NSW** 02 9290 8400

Level 8, 1 Market St, Sydney NSW 2000 [www.ipart.nsw.gov.au](http://www.ipart.nsw.gov.au)

**Energy & Water Ombudsman** 1800 246 545

Reply Paid 1343, Haymarket NSW 1239 [www.ewon.com.au](http://www.ewon.com.au)

# Guaranteed Client Service Standards

## **1 Our obligations**

- 1.1 Under the Regulatory Requirements in New South Wales, We have an obligation to Small Retail Clients to comply with all Guaranteed Client Service Standards. If this obligation is breached then You may be entitled to compensation in the form of a credit to Your next invoice. The amount of compensation is dependent on the service standard that is being applied.
- 1.2 The Guaranteed Client Service Standards set out below comply with the requirements imposed under the Electricity Supply Act 1995 (NSW) and the Gas Supply Act 1996 (NSW) regarding client service.

## **2 Provision of telephone hotlines**

- 2.1 We must:
  - (a) inform You about Our telephone service that operates 24 hours a day, 7 days a week for the price of a local call and is able to receive notice of, and give information concerning faults and difficulties in energy works. This number is listed above;
  - (b) provide a telephone service that operates during business hours for the price of a local call, to receive notice of and give information concerning Your invoices and services arranged by Us on Your behalf. This number is listed above.

## **3 Appointments**

- 3.1 Where an appointment is made between You and Us at a mutually agreed time and location, if We are more than 15 minutes late for the appointment, We will pay You compensation of \$25.

## **4 Minimum standards for discontinuation and reconnection of supply**

- 4.1 We will ensure the following minimum procedures for discontinuance of supply are observed if We become entitled under this Contract or any Regulatory Requirements to discontinue Your supply:
  - (a) We must give You at least 2 written notices of Our intention to exercise Our right under this Contract or the Regulatory Requirements to discontinue the supply of energy to Your Premises.
  - (b) Where the notices deal with a late payment of an invoice, the first notice is a courtesy reminder, which is issued 7 days after Your invoice is due. This notice is a reminder to You that payment has not been received and should be attended to as soon as possible.
  - (c) The second notice will be sent no earlier than one week after the first notice.
  - (d) In any dealings with You and in each notice provided to You, We will advise You of Our intention to discontinue supply, and will advise You of:
    - (i) the grounds for the discontinuance of supply;
    - (ii) the date on or after which We will discontinue the supply of energy being a date occurring no earlier than 14 days after the first notice is sent;

- (iii) Your rights under the Regulatory Requirements relating to disconnection;
- (iv) the right to have any complaint heard or referred to the Ombudsman; and
- (v) if the ground for discontinuance is non-payment to Us:
  - (A) details of any Government funded rebate or relief scheme or deferred payment plan operated by Us; and
  - (B) if You have applied for assistance under a deferred payment plan operated by Us by the application date notified by Us, of the outcome of such application on or before the second notice given under clause 4.1(c).
- (e) We will record all attempts to contact You and will also make reasonable attempts to contact You in person or by phone about a proposed or actual discontinuance of supply or disconnection notice and to assist You to do what is necessary to remove the grounds referred to in the notice.
- (f) If all attempts to contact You under clause 4.1(e) above are unsuccessful, We will attempt to contact You at least once outside of business hours.
- (g) Discontinuance of supply will not occur unless:
  - (i) it is after the date notified to You in Your first notice as notified under clause 4.1(d)(ii); or
  - (ii) if before the date in clause 4.1(g)(i), You request the complaint be referred to the Ombudsman and 3 Business Days have passed after the date on which the complaint is so referred.
 

In any case, We must not take action to discontinue supply and/or disconnect You if before the date last referred to in clause 4.1(g)(ii) the Ombudsman directs Us not to take action to discontinue supply.
- (h) We will not discontinue Your energy supply for failure to make due payment of money owed or provide security if You have applied before the date notified to You for assistance under a payment plan operated by Us. We may discontinue energy supply if You fail to make due payment of money in accordance with the payment plan operated by Us or are assessed by Us to be ineligible for assistance under any such payment plan.
- (i) After disconnection of Your Premises has taken place at Our request, a separate notice will be issued to You stating:
  - (i) that the Premises has been disconnected;
  - (ii) the grounds on which the Premises was disconnected;
  - (iii) a telephone number to discuss the matter;
  - (iv) the arrangements to be made by You to reconnect the supply (including any costs payable by You for reconnection); and
  - (v) dispute resolution procedures available to You.

- (j) This part does not prevent Us from discontinuing supply if You make a request or as provided for in this Contract.
- (k) In relation to the supply of electricity, We will promptly notify Your Network Operator of any requirement for reconnection to the network if You become entitled to be reconnected.
- (l) In relation to the supply of gas, if You have been disconnected and You:
  - (i) rectify the grounds for discontinuance within a reasonable time; and
  - (ii) request that supply be recommenced; and
  - (iii) pay a reasonable reconnection fee,We will use Our best endeavours to recommence supply:
  - (iv) if Your request is made before 3pm on a Business Day, on the day the request is made;
  - (v) if Your request is made after 3pm on a Business Day, on the next Business Day after the request is made; and
  - (vi) if Your request is made after 3pm on a Business Day and You pay an after hours connection charge, on the day requested by You.

## General Client Service Standards

### **1 Quality of service**

We will use reasonable and practicable efforts to consistently provide You with invoicing, metering and other services set out in this Contract of a high quality.

### **2 Reliability of service**

We will use reasonable and practicable efforts to consistently provide You with invoicing, metering and other services set out in this Contract without interruption.

### **3 Notice of interruptions**

We will provide You with at least 2 Business Days notice of any interruption to the supply of energy to You, unless the interruption to supply arises:

- (a) for the purpose of enabling the Network Operator to carry out emergency work; or
- (b) in circumstances beyond Our control.

### **4 Communication with Network Operator**

We will pass on any of Your requests in relation to connection or disconnection to the Network Operator within 2 hours of Us receiving the request (or within such longer time as is reasonable having regard to the nature of the request). For all other enquiries, complaints or requests related to the distribution system, We will pass these on to the Network Operator as soon as practicable.

## 5 Payment Schemes

- (a) We offer residential Clients deemed to be in financial hardship access to Our payment plan. Any residential or rural residential Client who is experiencing any form of long term or temporary hardship is eligible to apply for this payment plan.

Details of this payment plan can be obtained by contacting Us, on 1300 360 434 and asking to speak to a Client Service Adviser about Us.

- (b) The NSW Government offers the following rebate Schemes:
  - (i) Energy Accounts Payment Assistance (EAPA) Scheme: EAPA is designed to help people who are financially disadvantaged and experience extreme difficulty paying their energy invoice because of a crisis or emergency situation. The Scheme is aimed at helping people in such situations stay connected to essential energy services. It should be noted that the Scheme is a crisis program and is not intended to offer ongoing income support. The EAPA Scheme operates through a voucher system. EAPA vouchers are issued by a participating Community Welfare Organization (CWO) such as St Vincent de Paul, Salvation Army and Anglicare. A client needs to apply to one of these organisations. The CWO assesses the client's situation and determines each case based on individual circumstances. Clients can use EAPA vouchers at the post office or by mail. For further information, You can visit <http://www.industry.nsw.gov.au/energy/customers/help> or call 1300 729 867.
  - (ii) NSW Pensioner Energy Rebate: An energy rebate may be available to certain pensioners. The rebate may be taken off Your energy invoice in installments.

Further details of these schemes may be obtained by contacting Us on 1300 360 434.

## 6 Client Enquiries and Disruption of Services

- 6.1 Clients may make enquiries at Our Client Service Centre, by calling Our general enquiries number or by writing directly to Us.
- 6.2 We will acknowledge an enquiry from You within 3 Business Days of receiving the enquiry. We will provide You with an answer as soon as practicable given the nature of the enquiry. Any services or work that We perform in response to Your enquiry will be commenced as soon as practicable, taking into account the scale and complexity of the services or work and the location of the Premises where the services or work is required to be performed.
- 6.3 We will request the attendance of an employee of the Network Operator to Premises where services or work are required to remedy a disruption in the supply of energy to a Client within 2 hours of becoming aware of the disruption.

# Complaints and Dispute Resolution

## 1 Consideration of Complaint

- (a) We will treat You with courtesy and respect and act in good faith in Our dealings with You. You also have the right to raise Your issues to a higher management level to attempt to resolve them.
- (b) A complaint made to Us by You under this Contract may be made:
  - (i) orally within 28 days of You receiving notice of a decision made by Us; or
  - (ii) in writing served on Us within 28 days of:
    - (A) You receiving notice of a decision made by Us; or
    - (B) the date of the relevant act or omission that gives rise to the complaint,and must set out the basis of the complaint.
- (c) After considering a complaint about a decision, We may determine that the decision is to stand or vary or revoke the decision.
- (d) After considering a complaint about any act or omission, We may determine to take certain action in relation to the complaint or not to take any action.
- (e) As soon as practicable after We make Our determination, We will give written notice to You:
  - (i) of Our determination, together with Our reasons for the determination;
  - (ii) if the determination is to vary the decision - the manner in which the decision is to be varied;
  - (iii) if the determination is to take action - details of that action;
  - (iv) of the rights available to You under the Regulatory Requirements; and
  - (v) of the circumstance in which You may become liable for costs under this Contract.
- (f) If We fail to give such notice within 14 days after the complaint is made, We are taken to have determined:
  - (i) that Our decision is to stand (in the case of a complaint against a decision); or
  - (ii) that no action is to be taken (in the case of any other complaint).

## 2 Ombudsman

- (a) The Ombudsman operates a scheme to provide an independent way of resolving some types of client complaints. Disputes between You and Us which cannot be resolved between Us may be dealt with by referring the matter to the Ombudsman, provided the dispute is of a kind dealt with by the Ombudsman.

- (b) You can contact the Ombudsman, or We will refer a dispute to the Ombudsman if You request Us to. You can contact the Ombudsman for information about the type of disputes which the Ombudsman will deal with. In summary, the Ombudsman will deal with disputes about:
- (i) the supply of energy services;
  - (ii) invoicing, credit or payment services;
  - (iii) disconnections or security deposits; and
  - (iv) actions of an energy provider which affect a Client's property.

## Security

### **1 If You are required to pay Us Security:**

- 1.1 We will be entitled to draw on the Security at any time when any amount owing by You relating to the supply of energy under this Contract becomes overdue.
- 1.2 We will be entitled to retain interest earned on the Security.
- 1.3 For the avoidance of doubt, We must not use the Security or any part of it to recover amounts due in respect of charges other than charges related to the supply of energy or Connection Services.
- 1.4 When this Contract ends and all payments required under this Contract have been made by You, We will return any remaining part of the Security.

## Annexure C - Queensland Clients

### Lumo Energy (QLD) Pty Ltd

GPO Box 38, Brisbane QLD 4001

ABN: 63 114 356 642

### Commercial Account Management Team

8.30am-6.00pm, Monday to Friday

1300 360 434

Fax

1300 691 428

Email

[info@lumoenergy.com.au](mailto:info@lumoenergy.com.au)

Website

[www.lumoenergy.com.au](http://www.lumoenergy.com.au)

### National Head Office

Level 3, 565 Bourke St Melbourne VIC 3000

### Electricity Faults or emergencies - 24 hours

Queensland Electricity Distribution Companies

#### Energex

13 62 62

South-east Queensland, Brisbane, Sunshine Coast,  
Gold Coast

#### Ergon

13 22 96

Northern, Central and Southern Queensland

#### Country Energy

13 20 80

NSW Border

### Gas Leaks and Other Emergencies

Queensland Gas Distributor/s

#### Envestra

1800 808 526

### Queensland Competition Authority

07 3222 0555

Level 19, 12 Creek Street, GPO Box 2257,  
Brisbane QLD 4001

[www.qca.org.au](http://www.qca.org.au)

### Energy Ombudsman Queensland

1800 662 837

PO Box 3640, South Brisbane QLD 4101

[www.eoq.com.au](http://www.eoq.com.au)

## Annexure D - South Australian Clients

### Lumo Energy (SA) Pty Ltd

GPO Box 2940, Adelaide SA 5001

ABN: 61 114 356 697

**Commercial Account Management Team** 1300 360 434  
8.30am-6.00pm, Monday to Friday

Fax 1300 691 428

Email [info@lumoenergy.com.au](mailto:info@lumoenergy.com.au)

Website [www.lumoenergy.com.au](http://www.lumoenergy.com.au)

### National Head Office

Level 3, 565 Bourke St Melbourne VIC 3000

### Electricity Faults or emergencies - 24 hours

South Australia Electricity Distribution Companies

**ETSA Utilities** 13 13 66

### Gas Leaks and Other Emergencies

South Australia Gas Distribution Companies

**Envestra** 1800 808 526

**Essential Services Commission of South Australia** 1800 633 592

GPO Box 2605, Adelaide SA 5001

[www.escosa.sa.gov.au](http://www.escosa.sa.gov.au)

**Energy Industry Ombudsman SA** 1800 665 565

GPO Box 2947, Adelaide SA 5001

[www.eiosa.com.au](http://www.eiosa.com.au)



Whatever makes you shine.

## *Section 82 Australian Consumer Law*

Cancellation notice  
– Unsolicited consumer agreement

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

You have a 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 attached to this agreement.** 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:

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Address:

---

---

Email address (if any):

---

Fax number (if any):

---

Details of goods or services supplied under the agreement:

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Cost of goods or services:

---

Date of agreement:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Transaction number (if any):

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## Consumer details

Name of consumer:

---

Customer's address:

---

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## I WISH TO CANCEL THIS AGREEMENT

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Signed by the consumer

Date:

D	D	M	M	Y	Y	Y	Y
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**Note:** You must either return to the supplier any goods supplied under the agreement or arrange for the goods to be collected.

**Whatever makes you shine.**



Commercial Account Management Team

8.30am-6.00pm, Monday-Friday

**Call 1300 360 434**

[lumoenergy.com.au](http://lumoenergy.com.au)

Lumo Energy Australia Pty Ltd

ABN 69 100 528 327

Lumo Energy (NSW) Pty Ltd

ABN 92 121 155 011

Lumo Energy (QLD) Pty Ltd

ABN 63 114 356 642

Lumo Energy (SA) Pty Ltd

ABN 61 114 356 697