

Market Retail Contract Terms and Conditions

ZEN Energy Retail Pty Ltd (ABN 54 615 751 052)

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Market Retail Contract

General Terms and Conditions

1. About this Contract

1.1 The Parties

This Contract is between:

- (a) ZEN Energy (in this Contract referred to as "we", "our" or "us"); and
- (b) the customer identified in the Energy Plan Confirmation (in this Contract referred to as "you" or "your").

1.2 Definitions and interpretation

- (a) The terms used in this Contract are defined in clause 22.1.
- (b) Where a term defined in clause 22.1 differs from the definition in the National Energy Retail Law or the Rules, the definition in the National Energy Retail Law or the Rules prevail.

1.3 Market Retail Contract

- (a) This Contract comprises:
 - (i) these General Terms and Conditions;
 - (ii) the Energy Plan and the Energy Plan Confirmation; and
 - (iii) any schedule or document expressed as being applicable to Contract or the Premises.
- (b) If there is any ambiguity, inconsistency or conflict between the terms of any of the documents comprising this Contract, then, unless otherwise stated, the documents take precedence in the order set out in clause 1.3(a).

1.4 Scope of this Contract.

- (a) We agree to:
 - (i) sell you Electricity at your Premises from the Commencement Date until the Contract ends under the terms of this Contract; and
 - (ii) meet our obligations set out in this Contract; and
 - (iii) comply with the Regulatory Requirements.
- (b) You agree to:
 - (i) be responsible for the Energy Charges for Electricity supplied to the Premises until this Contract ends under clause 2.4 even if you vacate the Premises earlier;
 - (ii) pay the amounts billed by us under this Contract; and
 - (iii) meet your obligations under this Contract and the Regulatory Requirements.
- (c) If you are eligible for and accept an Energy Plan that includes a Feed-In Tariff arrangement, the Solar Contract provided to you will apply to that arrangement and the Solar Contract forms a separate contract between you and us (in addition to this Contract).
- (d) This Contract does not cover the physical connection of your Premises to the Distribution System, including the maintenance of that connection and the Supply of Electricity to the Premises. This is the role of your Distributor under a separate contract called a Customer Connection Contract.

1.5 Applicability of this Contract

This Contract apply to you only if:

- (a) you are a Small Customer at the Premises;
- (b) the Premises is located in South Australia;
- (c) the Premises has its own Meter with a unique NMI;
- (d) you have satisfied any credit checks required by us, subject to us complying with the relevant obligations under the Regulatory Requirements; and
- (e) the Premises, Connection Point and/or Meter satisfy any eligibility criteria set out in the Quote.

2. When does this Contract and the sale of Electricity start?

2.1 When does this Contract start?

- (a) This Contract starts on the date that you receive the Welcome Pack from us (**Contract Start Date**).

2.2 When does our obligation to sell you Electricity start?

- (a) Our obligation to sell you Electricity under this Contract begins on the date on which all of the following conditions have been satisfied (**Sale Commencement Date**):
 - (i) we become the Financially Responsible Retailer for the Connection Point;
 - (ii) there is an appropriate Meter installed at the Premises; and
 - (iii) the Connection Point is registered with AEMO under the Regulatory Requirements.
- (b) On and from the Contract Start Date, you consent to us:
 - (i) completing the transfer of the Connection Point to us in accordance with Regulatory Requirements; and
 - (ii) becoming the Financially Responsible Retailer for the Connection Point,and agree to provide us with all reasonably requested assistance in order for these things to occur as soon as reasonably practicable.
- (c) You acknowledge that the transfer of the Connection Point to us may involve changes to the Meter and you consent to any required changes to the Meter.
- (d) You consent to us being provided with all consumption history or data and all other information relating to the supply of Electricity to the Connection Point that is required for us to become the Financially Responsible Retailer for the Connection Point.
- (e) The parties will use reasonable endeavours to ensure that we become the Financially Responsible Retailer for the Connection Point as soon as reasonably practicable after the Contract Start Date but you acknowledge that:
 - (i) we need the data and other information referred to in clause 2.2(d) to complete this process; and
 - (ii) other parties are involved in this process,

and you agree that we have no liability to you for any delays in relation to the completion of this process that are caused by delays in the provision of the required data or information or the acts or omissions of other parties.

2.3 Cooling off Period

- (a) You have a right to withdraw from this Contract within 10 Business Days from the Contract Start Date (**Cooling-off Period**). You can exercise this right of withdrawal even though you have agreed to, or have entered into, this Contract with us.

- (b) You can withdraw from this Contract during the Cooling-off Period by giving us notice verbally or in writing that you want to withdraw from this Contract.
- (c) If you withdraw from this Contract under clause 2.3(b), this Contract will have no effect from the date you notified us under clause 2.3(b).
- (d) If we have provided Electricity at your request through a new Connection and you withdraw from this Contract during the Cooling-off Period, we will charge you the Connection Charge.

2.4 When does this Contract end?

- (a) This Contract ends:
 - (i) on a date agreed between you and us;
 - (ii) subject to clause 2.4(b), 20 Business Days' after you give us notice that you wish to end this Contract;
 - (iii) 20 Business Days' after we give you notice that we wish to end this Contract;
 - (iv) if you start to buy Electricity for the Premises from us under a different retail contract, on the date that retail contract starts;
 - (v) if you start to buy Electricity for the Premises from a different Retailer under a retail contract, on the date that retail contract starts;
 - (vi) if a different customer starts to buy Electricity under a retail contract (either with us or a different Retailer) for the Premises, on the date that customer's retail contract starts;
 - (vii) if the Premises are disconnected in accordance with clause 12.1 and is not reconnected in accordance with clause 13, 10 Business Days from the date of Disconnection; or
 - (viii) where we can no longer sell you Electricity as a result of a RoLR Event, on the date of that RoLR Event.
- (b) If you do not give us safe and unhindered access to the Premises to conduct a final meter reading (where relevant), this Contract will not end under clause 2.4(a)(ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of Electricity.
- (c) Termination of this Contract will not affect:
 - (i) your or our obligations that have accrued under this Contract (including any obligation to pay any amount due at the date the Contract ends); or
 - (ii) any accrued right or remedy that you or we may have under this Contract.

2.5 Vacating your Premises

- (a) If you are vacating the Premises, in addition to providing us with a notice to end this Contract under clause 2.4(a)(ii), you must also provide us with a notice:
 - (i) advising us that you are vacating the Premises;
 - (ii) the date that you will be vacating the Premises; and
 - (iii) setting out your forwarding address so that we can send you your final bill.
- (b) When we receive the notice referred to in clause 2.5(a), we must:
 - (i) use our best endeavours to arrange for the reading of the meter on the date that you will be vacating the Premises as specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date); and
 - (ii) once the final meter reading has been undertaken, send you a final bill at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the Premises until this Contract ends in accordance with clause 2.4(a) of this Contract.

3. Your General Obligations

3.1 Provision of information

- (a) You must give us any information we reasonably require for the purposes of this Contract, including:
 - (i) your contact details;
 - (ii) consent to obtain a credit check of your credit history;
 - (iii) information about access to the Meter or other measurement equipment at the Premises; and
 - (iv) details of your eligibility for any concession (if any).
- (b) The information provided under this clause 3.1 must be correct, and you must not mislead or deceive us, in relation to any information provided to us.
- (c) You must tell us promptly if:
 - (i) any of the information that you have provided us changes, including if your billing address changes or if your use of Electricity changes (for example, if you start running a business at the Premises); or
 - (ii) you become aware of any change that materially affects access to your Meter or to other equipment involved in providing metering services at the Premises.

3.2 Life Support Equipment

- (a) If a person living or intending to live at the Premises requires Life Support Equipment, you must:
 - (i) register the Premises with us or your Distributor; and
 - (ii) provide Medical Confirmation for the Premises.
- (b) Subject to satisfying the requirements in the Regulatory Requirements, the Premises may cease to be registered as having Life Support Equipment if Medical Confirmation is not provided to us or your Distributor.
- (c) You must tell us or your Distributor if the Life Support Equipment is no longer required at the Premises.
- (d) If you tell us that a person living or intending to live at the Premises requires Life Support Equipment, we must give you:
 - (i) at least 50 Business Days to provide Medical Confirmation for the Premises;
 - (ii) general advice that there may be a Distributor Planned Interruption, Retailer Planned Interruption or unplanned Interruption to the Supply of Electricity to the Premises;
 - (iii) at least 4 Business Days' notice in writing of any Retailer Planned Interruption to the Supply of Electricity to the Premises unless we have obtained your explicit consent to the Interruption occurring on a specified date;
 - (iv) information to assist you to prepare a plan of action in case of an unplanned Interruption; and
 - (v) emergency telephone contact numbers.

3.3 Our staff

You acknowledge and agree that verbal or physical abuse of our staff will not be tolerated.

4. Our Liability

- (a) The quality and reliability of your Electricity supply is subject to a variety of factors that are beyond our control as your Retailer, including accidents, emergencies, weather conditions,

vandalism, system demand, the technical limitations of the Distribution System and the acts of other persons (such as your Distributor), including at the direction of a Relevant Authority.

- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of Electricity, its quality, fitness for purpose or safety, other than those set out in this Contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply Electricity to your Premises, which includes any loss or damage you suffer as a result of the defective supply of Electricity.

5. Tariffs and charges

5.1 Applicable tariffs and charges

- (a) Our tariffs and charges for the sale of Electricity and any other goods or services to you at the Premises under this Contract are specific to a particular Energy Plan and will be set out in the Energy Plan Confirmation (**Energy Charges**).
- (b) You must pay:
 - (i) any Fees; and
 - (ii) any charges or costs we pay on your behalf, including charges we pay to your Distributor and any other person (including a metering services provider).

5.2 Variation of Energy Charges

- (a) Subject to clause 5.2(b), we may vary the Energy Charges, from time to time, for any reason and in any manner.
- (b) If we vary the Energy Charges under this clause 5.2, we will notify you in writing of the variation in accordance with the Regulatory Regulations.
- (c) The notification under clause 5.2(b) will:
 - (i) be provided to you at least 5 Business Days before the variation becomes applicable to you;
 - (ii) be delivered to you by your preferred form of communication where this has been communicated to us, or otherwise by the same method as that used for delivery of the bills under clause 6;
 - (iii) include the following information:
 - (A) specify that your Energy Charges are being varied;
 - (B) specify the date on which the variation to the Energy Charges will come into effect;
 - (C) identify your existing Energy Charges inclusive of GST (and specify that they are inclusive of GST);
 - (D) identify your Energy Charges as varied inclusive of GST (and specify that they are inclusive of GST);
 - (E) specify that you can request your historical billing data and Electricity consumption data from us; and
 - (F) specify whether or not you will be moved to a different Energy Plan.
- (d) We are not required to provide you with a notice under clause 5.2(b):
 - (i) where you have entered into this Contract with us within 10 Business Days before the date on which the variation referred to in clause 5.2(a) is to take effect, and we have informed you of such variation under the Regulatory Requirements;

- (ii) with respect to a tariff or charge that continually varies in relation to the prevailing spot price of Electricity;
 - (iii) where the variations to Energy Charges are a direct result of a change to, or withdrawal or expiry of, a government funded Electricity charge rebate, concession or relief scheme; or
 - (iv) where the variations to the Energy Charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to the customer.
- (e) Despite clause 5.2(c)(i), we will provide you with the notice under clause 5.2(b) as soon as practicable, and in any event no later than your next bill, where the variations to your Energy Charges are a direct result of a tariff reassignment by the Distributor pursuant to Regulatory Requirements. For the purpose of providing a notice under this clause 5.2(e), the reference to:
- (i) "are being varied" in clause 5.2(c)(iii)(A) is taken to be "are being varied or have been varied (whichever is applicable)"; and
 - (ii) "will come into effect" in clause 5.2(c)(iii)(B) is taken to be "will come into effect or has come into effect (whichever is applicable)".

5.3 Variation of tariff due to change of use or meter replacement

- (a) If a change in your use of Electricity means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff which may result in a variation to your Energy Charges:
- (i) if you notify us there has been a change of use, from the date of notification; or
 - (ii) if you have not notified us of the change of use, retrospectively from the date the change of use occurred.
- (b) If your Meter needs to be replaced or reconfigured (for whatever reason), we may transfer you to a new tariff which may result in a variation to your Energy Charges from the date your Meter is replaced or reconfigured.

5.4 Changes to tariffs or type of tariff during a Billing Cycle

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

5.5 GST

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this Contract may be stated to be exclusive or inclusive of GST. Clause 5.5(b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this Contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

6. Billing

6.1 General

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

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

6.2 Calculating the bill

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

- (1) the amount of Electricity consumed at your Premises during the Billing Cycle (using information obtained from reading your Meter or otherwise in accordance with the Regulatory Requirements); and
- (2) the amount of fees and charges for any other services provided under this Contract during the Billing Cycle; and
- (3) the charges payable for services provided by your Distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your Distributor.

6.3 Estimating the Electricity usage

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

6.4 Your historical billing information

- (a) Upon request, we must give you information about your billing history for the previous 2 years free of charge.
- (b) However, we may charge you if you require information going back more than 2 years or we have already given you this information 4 times in the previous 12 months.

6.5 Your Electricity consumption information

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

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

7. Paying your bill

7.1 Payments

You must pay to us the full amount shown on your bill by the Due Date.

7.2 Issue of reminder notices

If you have not paid your bill by the Due Date, we will send you a reminder notice that payment is required.

7.3 Difficulties in paying

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

7.4 Late payment

- (a) If you have not paid a bill by the Due Date, we may:
 - (i) charge you a late payment fee set out in the Energy Plan Confirmation;
 - (ii) charge you interest on amounts not paid by the Due Date, in accordance with the Regulatory Requirements, until the overdue amount is paid in full;
 - (iii) subject to clause 7.4(b), refer your bill for collection and charge you any direct and indirect costs associated with collecting your debt, including legal fees, and fees and commissions payable to a debt collection agent.
- (b) We will comply with any guidelines in relation to debt collection issued by the Australian Competition and Consumer Commission in accordance with the *Competition and Consumer Act 2010* (Cth).

7.5 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- (b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. However, you may be required to pay for the cost of the check or test, if the check or test shows that the meter or metering data was not faulty or incorrect.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
 - (i) the portion of the bill that you do not dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months.

8. Undercharging and Overcharging

8.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
 - (i) we will not charge interest on the undercharged amount; and
 - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.

- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

8.2 Overcharging

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

9. Meters

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

10. Interruption to the Supply of Electricity

10.1 Retailer may arrange Retailer Planned Interruptions (maintenance repair etc)

- (a) We may arrange Retailer Planned Interruptions to the supply of Electricity to your Premises where permitted under the Regulatory Requirements for the purpose of the installation, maintenance, repair or replacement of an Electricity meter.
- (b) If your Electricity supply will be affected by a Retailer Planned Interruption arranged by us and clause 3.2(d)(iii) does not apply:
 - (i) we may seek your explicit consent to the Interruption occurring on a specified date; or

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

10.2 Your right to information about planned Interruptions

- (a) If you request us to do so, we will use our best endeavours to explain a Retailer Planned Interruption to the supply of Electricity to the Premises which was arranged by us.
- (b) If you request an explanation be in writing we must, within 10 Business Days of receiving the request, give you either:
 - (i) the written explanation; or
 - (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (c) For Interruptions made by your Distributor, we may refer you to your Distributor to provide information.

11. Security Deposits

11.1 Security Deposits

In some circumstances, we may require that you provide a Security Deposit in accordance with the Regulatory Requirements.

11.2 Interest on Security Deposits

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

11.3 Use of a Security Deposit

- (a) We may use your Security Deposit, and any interest earned on the Security Deposit, to offset any amount you owe under this Contract:
 - (i) if you fail to pay a bill and as a result we arrange for the Disconnection of your Premises; or
 - (ii) in relation to a final bill (i.e. a bill we issue when you vacate the Premises or when you stop purchasing Electricity from us at your remises or when you request that your Premises be disconnected).
- (b) If we use your Security Deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 Business Days.

11.4 Return of Security Deposit

- (a) We must return your Security Deposit and any accrued interest in the following circumstances:
 - (i) you complete 1 years' payment (in the case of Residential Customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or
 - (ii) subject to clause 12.3 of this Contract, you stop purchasing Electricity at the relevant Premises under this Contract.
- (b) If you do not give us any reasonable instructions, we will credit the amount of the Security Deposit, together with any accrued interest, to your next bill.

12. Disconnection of supply

12.1 When can we arrange for Disconnection?

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

- (a) you do not pay your bill by the Due Date and, if you are a residential customer, you:
 - (i) fail to comply with the terms of an agreed payment plan; or
 - (ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a Security Deposit we are entitled to require from you; or
- (c) you do not give access to your Premises to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) you fail to give us safe and unhindered access to the remises as required by clause 9 or any requirements under the Regulatory Requirements; or
- (e) there has been illegal or fraudulent use of Electricity at your Premises in breach of clause 14 of this Contract; or
- (f) we are otherwise entitled or required to do so under the Regulatory Requirements or by law.

12.2 Notice and warning of Disconnection

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

12.3 When we must not arrange Disconnection

- (a) Subject to clause 12.3(b), your Premises may not be disconnected during the following times (**Protected Period**):
 - (i) on a Business Day before 8.00am or after 3.00pm; or
 - (ii) on a Friday or the day before a public holiday; or
 - (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
 - (v) if you are being disconnected under clause 12.1(a), during an extreme weather event.
- (b) Your Premises may be disconnected within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an emergency; or
 - (iii) as directed by a Relevant Authority; or
 - (iv) if you are in breach of clause 6.5 of your Customer Connection Contract which deals with interference with Electricity equipment; or
 - (v) if you request us to arrange Disconnection within the protected period; or
 - (vi) if your Premises contain a commercial business that only operates within the protected period and where access to the Premises is necessary to effect Disconnection; or
 - (vii) where the Premises are not occupied.

13. Reconnection after Disconnection

- (a) We must arrange for the reconnection of your Premises if, within 10 Business Days of your Premises being disconnected:
 - (i) you rectify the matter that led to the disconnection or made arrangements to our satisfaction; and
 - (ii) you made a request for reconnection;
 - (iii) you pay any reconnection charge (if requested).
- (b) We may terminate this Contract 10 Business Days following disconnection if you do not meet the requirements in clause 13(a).

14. Wrongful and illegal use of Electricity

14.1 Use of Electricity

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

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

15. Notices and Bills

- (a) Notices and bills under this Contract must be sent in writing, unless this Contract or the National Energy Retail Law and the Regulatory Requirements say otherwise.
- (b) A notice or bill sent under this Contract is taken to have been received by you or by us (as relevant):
 - (i) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us; or
 - (ii) on the date it is handed to the party, left at the party's Premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
 - (iii) on the date 2 Business Days after it is posted.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

16. Privacy Act Notice

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

17. Complaints and dispute resolution

17.1 Complaints

- (a) If you have a complaint relating to the sale of Electricity by us to you, or this Contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.
- (b) Our standard complaints and dispute resolution procedures are published on our website.

17.2 Our obligations in handling complaints

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

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman SA.

18. Force Majeure

18.1 Effect of Force Majeure Event

If either party to this Contract cannot meet an obligation under this Contract because of an event outside the control of that party (**Force Majeure Event**):

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

18.2 Deemed prompt notice

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

18.3 Obligation to overcome or minimise effect of Force Majeure Event

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

18.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a Force Majeure Event in any manner other than the manner preferred by that party.

19. Applicable Law

The laws of the State of South Australia govern this Contract.

20. Retailer of Last Resort Event

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

21. General

21.1 Our obligations

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

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

21.2 Amending this Contract

- (a) This Contract may only be amended in accordance with the procedures set out in the National Energy Retail Law.
- (b) We must publish any amendments to this Contract on our website.

22. Defined terms and interpretation

22.1 Defined terms

In this Contract:

Acceptable Identification, in relation to:

- (a) a Small Residential Customer, includes any one of the following:
 - (i) a driver licence (or driver's licence) issued under the law of a State or Territory, a current passport or another form of photographic identification;
 - (ii) a Pensioner Concession Card or other entitlement card, issued under the law of the Commonwealth or of a State or Territory;
 - (iii) a birth certificate; or
- (b) a Small Business Customer that is a sole trader or partnership, includes one or more of the forms of identification for a Residential Customer for one or more of the individuals that conduct the business or enterprise concerned; or
- (c) a business customer that is a body corporate, means Australian Company Number or Australian Business Number of the body corporate.

Billing Cycle means the regular recurrent period for which you receive a bill from us as notified to you from time to time.

bills has the meaning in clause 6.2.

Business Day means a day other than a Saturday, a Sunday or a public holiday in the state or territory that the Premises is located.

Commencement Date has the meaning in clause 2.1(a).

Connection means a physical link between a Distribution System and the Premises to allow the flow of electricity.

Connection Charge means:

- (a) the charge set out in the Energy Plan Confirmation; or
- (b) any pass through of any charges that your Distributor or Meter Service Provider levies upon us for connecting, or arranging the Distributor or Meter Service Provider for your Connection.

Connection Point means, for the Premises, the agreed point of supply for the Premises that has a NMI (a reference to the Connection Point in this Contract includes a reference to the NMI for the Connection Point).

Contract means this Contract for the sale of Electricity at the Premises.

Contract Start Date has the meaning given in clause 2.1(a).

Cooling-off Period has the meaning in clause 2.3.

Customer means a person who buys or wants to buy Electricity from a Retailer.

Customer Connection Contract means a contract between you and your Distributor for the provision of customer connection services.

Customer Hardship Policy means the our policy in relation to the process of identifying and assisting Small Residential Customer experiencing financial payment difficulties due to hardship.

Deemed Customer Retail Arrangement has the meaning in the Regulatory Requirements.

Designated Retailer means the Financially Responsible Retailer for the Premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for the Premises.

Disconnection means an action to prevent the flow of electricity to the Premises, but does not include an Interruption.

Distribution System means the network of poles and wires, which a Distributor uses to deliver electricity to the Premises.

Distributor means the person who operates the system that connects your Premises to the distribution network:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the Distribution System, including planned or routine maintenance of a meter (excluding a Retailer Planned Interruption); or
- (c) the installation of a new connection or a connection alteration.

Distributor Planned Interruption means an Interruption for:

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

Due Date means the later of:

- (a) the date stated on your bill; or
- (b) any other date for payment of your bill we agree with you.

Electricity means the electricity product type described in your Energy Plan Confirmation.

Energy Charges has the meaning in clause 5.1(a).

Energy Plan means the specific energy plan that is referenced to describe the Energy Charges and any applicable benefits, rewards and discounts that apply to you, as set out in the Energy Plan Confirmation or notified to you from time to time in accordance with clause 5.2(c)(iii)(F). We note that each Energy Plan has a 'Basic Plan Information Document' that sets out the key details of that Energy Plan and this document is available on request.

Energy Plan Confirmation means the 'Energy Plan Confirmation' provided by us to you as part of the Welcome Pack that confirms the Energy Plan and the details that were included in the Quote provided to you by us.

Emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any, normal operation of the Distribution System or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

Feed-in Tariff means the amount per unit paid by us to you for any electricity generated by a solar system installed at your Premises that is exported into the electricity grid, as set out in your Energy Plan Confirmation and/or Energy Plan.

Fees means any additional charges or fees set out in the Energy Plan Confirmation or any other charge that we may recover from you under the Regulatory Requirements.

Financially Responsible Retailer means the Retailer who is the financially responsible market participant for the Connection Point.

Force Majeure Event has the meaning in clause 18.1.

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

Interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a Distribution System to a Customer, but does not include Disconnection.

Medical Confirmation means certification from a registered medical practitioner of the requirement for life support equipment at your Premises.

Meter means the device that measures the quantity of electricity passing through the Connection Point and records the consumption of electricity at the Premises.

Meter Service Provider means any party (including the Distributor) who provides services in relation to Meters, including to read, install, maintain, test, inspect, repair, alter or replace your Meter, and includes the functions of Metering Coordinator, Metering Provider and/or Metering Data Provider as defined in the Regulatory Requirements.

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

NMI means a 'National Meter Identifier' being a unique numeric or alpha numeric identifier assigned to a connection point.

Premises means the address for which you have agreed to buy Electricity from us identified in the Energy Plan Confirmation.

Price Comparator has the meaning in the Regulatory Requirements.

Protected Period has the meaning in clause 12.3(a)

Quote means our quote to sell you Electricity that we provided to you that includes the information that will be set out in the Energy Plan Confirmation for this Contract.

Regulatory Requirements means any Commonwealth, State or local government legislation including Acts of Parliament, regulations, rules (including the Rules), by-laws or other subordinate legislation, judicial, administrative or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time.

Relevant Authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police.

Residential Customer means a person who purchases electricity principally for personal, household or domestic use at their premises.

Retailer means a person that is authorised to sell electricity to customers.

Retailer Planned Interruption means an Interruption that:

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

RoLR has the meaning in clause 20.

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

Rules means the National Energy Retail Rules made under the National Energy Retail Law.

Security Deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules.

Small Customer means:

- (a) a Residential Customer; or
- (b) a business customer who consumes electricity at or below a level determined under the National Energy Retail Law.

Solar Contract means a contract entered into between you and us, under which we pay you a Feed-in Tariff.

Supply means the delivery of electricity by a Distributor through its Distribution System to the Premises, and the provision of any related services.

Welcome Pack means this information that we are required, in accordance with the Regulatory Requirements, to provide you with at the commencement of the Contract which also is our written acceptance of your offer to accept the Quote.

ZEN Energy means ZEN Energy Retail Pty Ltd (ABN 54 615 751 052) trading as ZEN Energy of Level 2, 134 Fullarton Road, Rose Park, SA 5067.

22.2 Interpretation

In this Contract, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this *contract*, and a reference to this *contract* includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to a party is to a party to this *contract*, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) headings are for ease of reference only and do not affect interpretation.

22.3 Inconsistency with the Rules

Where the application of a term or condition of this Contract is inconsistent with the applicable minimum requirements for market retail contracts set out in the Rules:

- (a) the term or condition has no effect to the extent of the inconsistency; and
- (b) the minimum requirements under the Rules apply to the extent of the inconsistency (unless the terms and conditions of this Contract provide for a higher level of service to you).

22.4 Regulatory requirements

- (a) Other than the Rules, if a Regulatory Requirement requires a matter to be included in this Contract and it is not expressly included in this Contract, the Regulatory Requirement is incorporated as if it were a term of this Contract.
- (b) Where requirements contained in the National Energy Retail Law and Rules apply to this Contract, these requirements are taken to form part of this Contract.