

# **ZEN Energy Product Disclosure Statement**

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# Information about our Market Retail Contract

This Product Disclosure Statements (**PDS**) provides important information about our Market Retail Contract (**Contract**). Unless otherwise defined in this PDS, the definitions of capitalised terms in the PDS can be found in the Contract.

## 1. Commencement and duration

Your Contract starts on the date that you receive the Welcome Pack from us which is our written acceptance of your request to have ZEN Energy sell you Electricity at your Premises on the terms and conditions set out in the Contract.

The Contract is ongoing and will continue until it is terminated in accordance with its terms.

Our obligation to sell you electricity under the Contract starts on the date on which all of the following conditions have been fulfilled:

- (a) we become financially responsible for the Connection Point for the Premises;
- (b) the appropriate Meter has been installed at the Premises; and
- (c) the Connection Point is registered with AEMO under the Regulatory Requirements.

Entering into the Contract constitutes your consent to us completing the transfer to ZEN Energy for selling you electricity at your Premises and becoming financially responsible for the Connection Point on and from the Start Date.

#### 2. Cooling off period

The Contract provides your right to withdraw within 10 Business Days from the date you receive the Welcome Pack (**Cooling-off Period**). You can exercise this right of withdrawal during the Cooling-off Period even if you have agreed to or entered into the Contract with us.

If you withdraw from the Contract during the Cooling-off Period:

- (a) if we have already become the Financially Responsible Retailer for the Premises, the Premises will be transferred back to the previous Financially Responsible Retailer; or
- (b) if we have not already completed the transfer and become the Financially Responsible Retailer, the Premises will remain with your current Financially Responsible Retailer.

If we have provided Electricity under the Contract at your request through a new Connection and you withdraw from the Contract during the Cooling-off Period, we will charge you the Connection Charge.

#### 3. Prices, charges and benefits

Our Energy Charges under the Contract for the sale of Electricity and any other goods or services to you at the Premises are specific to a particular Energy Plan and are set out in the Energy Plan Confirmation.

We may vary the Energy Charges at any time by giving you written notice in accordance with the Contract. Please refer to the Contract for further information about the variation of the Energy Charges.

The details of any benefits we have offered you (if any) are set out in the Energy Plan Confirmation.



### 4. Security deposits

We may require that you provide a Security Deposit to offset any amount you owe under the Contract if you fail to pay a bill and we arrange for Disconnection, or in relation to a final bill (e.g. when you vacate the Premises or you stop purchasing Electricity from us).

#### 5. Concessions and rebates

If you are entitled to any government fund energy charge rebate, concession or relief scheme, you must inform us in writing and provide us with the details of your entitlement for us to process the relevant rebate. We will not process any energy charge rebate unless you have requested us in writing to process such request and provided the relevant information about your entitlement.

#### 6. Billing and payment

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

- 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
- (b) the amount of fees and charges for any other services provided under this Contract during the Billing Cycle; and
- (c) 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.

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.

We will send you a bill to your nominated email address or postal address bill after the end of each Billing Cycle. Your Billing Cycle will be specified in your Energy Plan Confirmation.

You must pay us the full amount shown on your bill by the Due Date by BPAY<sup>®</sup> or any other method described in your bill or agreed by us.

#### 7. Termination

The Contract will end:

- (a) on a date agreed between you and us;
- (b) subject to you giving us safe and unhindered access to the Premises to conduct a final Meter read,
  20 Business Days' after you give us notice that you wish to end the Contract;
- (c) 20 Business Days' after we give you notice that we wish to end the Contract;
- (d) if you start to buy electricity for the Premises from us under a different retail contract, on the date that retail contract starts;
- (e) if you start to buy electricity for the Premises from a different Retailer under a retail contract, on the date that retail contract starts;
- (f) 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;
- (g) if the Premises are disconnected in accordance with the Contract and is not reconnected in accordance with the Contract, 10 Business Days from the date of Disconnection; or



(h) where we can no longer sell you electricity as a result of a Retailer of Last Resort (**RoLR**) Event, on the date of that RoLR Event.

#### 8. Electronic transactions

- (a) We may request any requirements under the Contract to be complied by an electronic transaction (in particular notices and bills). The Contract provides more information about the operation of the electronic transactions under the Contract.
- (b) If the use of electronic communication has been agreed between us, a notice or bill sent electronically under the Contract is taken to have been received by you or by us on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed).

#### 9. Complaints

You have the right to complain under the Contract and the Regulatory Requirements. You may email us at <u>enquiries@zenenergy.com.au</u>, call us on 1300 936 466 or write us in relation to any complaint under the Contract. Any complaint you lodge will be resolved under our Complaints Handling Policy.

If you are not satisfied with the outcome of our dispute resolution process, you have a right to refer the complaint to the Energy and Water Ombudsman SA.

