



**Energy Supply Agreement  
Terms and Conditions**

Queensland and New South Wales

July 2020

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## **1. Introduction**

These Terms and Conditions form the Energy Supply Agreement (ESA) and cover the sale of Energy to you at your Supply Address. This Agreement is only applicable for your current Supply Address and may include further details provided in an Energy Schedule.

In some circumstances you may be supplied through an Embedded Network, in this case the Schedule is assigned across the whole Embedded Network as a Distributor directive.

This Agreement is between Locality Planning Energy Pty Ltd (ABN 15 148 958 061), trading as LPE (we, our or us) as the Energy Retailer, and the customer (you or your) for the supply of Energy and comprises of the terms outlined in these Terms and Conditions and your Schedule.

If we are your Retailer for more than one Supply Address, then you have a separate Agreement for each Supply Address.

We have separate Agreements and Schedules for the supply of electricity and gas and separate bills will be issued, unless you are within an Embedded Network where you may be issued bills with combined Energy usage.

## **2. Contact us**

Speak to our friendly local customer service team on 1800 040 168 Monday to Friday 8:30am – 5:30pm AEST or contact us via email at [info@localityenergy.com.au](mailto:info@localityenergy.com.au)

## **3. How this Agreement applies to you**

This Agreement applies to Small Customers and Other Customers 'on market' and including inside an Embedded Network.

If you are a Small Customer, additional regulatory protections apply to you. Whether you are a Small Customer is determined by the Regulatory Requirements. Currently, the Regulatory Requirements provide that you are a Small Customer if:

- you are a Residential Customer in Queensland or New South Wales; or
- you are a Business Customer in Queensland or New South Wales who uses less than 100 MWh of electricity per year and/or less than 1 TJ of gas per year.

This Agreement does not cover the physical connection of your Supply Address to the distribution system. Your Distributor will provide this service under another contract. Contact your Distributor directly in the first instance in the event of a fault or emergency. Their number is printed on your bill. We operate in the following distribution zones; Energex, Ergon, Ausgrid, Endeavor and Essential.

## **4. When this Agreement starts and ends**

This Agreement starts on the Acceptance Date and continues until you or we end it. For information about how this Agreement can end (see

clauses 20 and 21).

This Agreement starts on the date you accept our offer to supply you with Energy, or if you are an existing customer, on the date you agree to be supplied under this new Agreement.

We will start to sell you Energy and other products on the Supply Start Date which will either be:

- the end of the cooling off period (see clause 5);
- the date your Supply Address transfers to us (for more details of the transfer process and why it may be after the acceptance date see clause 7); or
- another date we agree with you.
- If you have satisfied any pre-conditions set out in the relevant laws; and
- metering equipment has been installed (if it is not already in place) at your Supply Address which complies with the relevant laws; and
- your assigned meter identifier, being the unique number that identifies your electricity and/or gas supply address, has been transferred to us and we become responsible for the Energy supplied at your Supply Address under the relevant laws.

## **5. Cooling off period**

If you are an 'on market' customer (not within an Embedded Network) you can cancel this Agreement during the 10 Business Day cooling off period. The cooling off period starts from the day after:

- the Acceptance Date; or
- you receive this Agreement and the Welcome Charter provided to you with these Agreement Terms.

You can cancel during the cooling off period even though you have signed this Agreement or agreed to it over the phone or online.

Cooling off cannot apply to an Embedded Network transfer as an obligation for continuity of supply is placed on LPE (see transfer process clause 7 for details on transfer to another Retailer).

## **6. Assumptions**

When we enter into an Agreement with you, we need to make some assumptions including the type of meter installed at your property, the amount of Energy to be consumed and the tariff charged to us by the Distributor. If we find that any of the assumptions on which we based our offer are incorrect, we will make a revised offer to you based on the correct information. If we send you a revised offer your cooling off period will restart on the date you received the revised offer.

## **7. The transfer process**

If we are not currently your Retailer for your Supply Address, we will arrange for your Supply Address to transfer to us from your current Retailer. You will continue to be supplied by your current Retailer until

the transfer to us is complete.

You agree to us taking all necessary steps to transfer you.

We may stop the transfer and cancel this Agreement before the transfer is completed:

- where the transfer does not occur within three months of the Acceptance Date;
- where you do not meet our credit requirements;
- where any information or details are incorrect; or
- for any other reason if it is not unreasonable to do so. If we do so, we will let you know, and we may offer you an alternative agreement.

Alternatively, your Supply Address may be within an Embedded Network where LPE have been assigned as the Embedded Network Operator, LPE cannot cancel your transfer or refuse to supply you in this circumstance yet you will still have obligations under clause 17. The assignment of an Embedded Network to LPE from your existing Distributor assigned Billing Agent will transfer your Supply Address to us. You agree to us taking all necessary steps to do so.

## **8. Your privacy and creditworthiness**

We collect, use, hold and disclose your personal credit related and confidential information (including metering data) where it is required under the Regulatory Requirements in order to provide you with Energy and other products and services. We may disclose this information to:

- our agents and contractors (such as data processors and debt collectors);
- your Distributor or Embedded Network Operator; and
- other Energy Retailers.

We may also collect sensitive information about you or third parties (for example if you notify us that life support equipment is used at your Supply Address).

If you do not provide this information to us, we may not be able to provide our products or services to you. Where possible, we will collect this information from you, but we may get it from third parties (including credit reporting bodies).

We may also disclose your information to and collect your information from information matching providers, for example to verify the information you have provided to us and confirm your identity.

If you provide us with personal information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this privacy statement. LPE's privacy policy can be found on [www.localityenergy.com.au](http://www.localityenergy.com.au).

We may conduct a credit check on you to assess your creditworthiness

and to help us decide whether to provide our services to you on credit. In accordance with the relevant laws, we may disclose your personal information to credit reporting bodies to obtain a consumer credit report about you. If we are not satisfied with your creditworthiness, we may require you to provide a Security Deposit under clause 9.

## **9. Security Deposits**

Depending on your creditworthiness you may be required to pay us a Security Deposit. If you are a Small Customer, we must pay you interest on the Security Deposit in accordance with relevant laws and/or Regulatory Requirements.

We may use your Security Deposit and any interest earned on it to offset any amount you owe us under this Agreement if you fail to pay a bill by the Due Date.

If we use your Security Deposit or any interest to offset amounts owed to us, we will notify you.

If we no longer need your Security Deposit, we will return it and any interest through a credit on your bill or, if you have closed your account through our standard processes to refund account credits.

LPE will not ask an Embedded Network customer to pay a deposit on transfer.

## **10. Energy Schedule**

Your Agreement may include an Energy Schedule. An Energy Schedule may include benefits or features for a limited time or a term length.

We will contact you about your Schedule if it is nearing expiry. We may offer to extend your existing Schedule or offer to give you a new Schedule. If so and if you do not let us know within 28 Calendar Days that you do not want to take up the extended or new Schedule, we will consider you have agreed to it. The extended or new Schedule will then apply and become part of this Agreement.

As your Schedule is part of your Agreement, it will also end when this Agreement ends.

## **11. Concessions and Rebates**

You may be eligible for a concession or rebate on your bill if you are the primary account holder on your Energy account.

We facilitate concessions on behalf of the government and the responsible department.

LPE cannot be held responsible for your eligibility or any changes related to your concessions made by the responsible department. We will inform you where we are required to do so and will make any changes automatically when advised by the responsible government department.

For further information about the concessions and rebates that may be available, please contact LPE or contact the appropriate government departments.

## Queensland Government

Concession Services, Smart Service Queensland

GPO Box 10817, Brisbane, Adelaide Street QLD 4000

Phone: 13 QGOV (13 74 68)

Interpreter Assistance: 131 450

Website: <https://www.qld.gov.au/community/cost-of-living-support/concessions/energy-concessions>

## New South Wales Government

Service NSW

GPO Box 7057 Sydney NSW 2001

Phone: 13 77 88 Mon to Fri 07:00 am to 07:00pm (Sydney time)

Translation and Interpreter services 13 14 50

Website: <https://www.service.nsw.gov.au/campaign/cost-living#energy-and-utilities>

### 12. What you have to pay

You must pay us for the Energy we sell to you at your Supply Address and for any other goods or services we provide to you.

You must also pay us any additional service Charges and any Charges that we pay on your behalf, such as those Charges we pay to your Distributor, your Metering Provider and any other person.

The Charges may include amounts for the sale and supply of Energy described below.

- **Supply Charges**— daily Charges, regardless of how much Energy you use.
- **Energy usage Charges**—Charges based on the amount of Energy you use.
- **Distributor Charges** – any amounts that your Distributor charges us for services provided at your Supply Address and which are not already incorporated into the supply or Energy usage Charges, including but not limited to; a disconnection fee, connection fee and special meter reading fee. Your Distributor sets these amounts.
- **Metering Charges** – any amounts that a Metering Provider charges us for metering-related goods or services provided at your Supply Address and which are not already incorporated into the Supply Charges or Energy usage Charges, including but not limited to; a disconnection fee, connection fee, meter work fees and meter reading fees.
- **Taxes** –any taxes (including GST), duties, imposts, levies, regulated Charges, costs, fees and Charges that we must pay (directly or indirectly) when we sell and supply Energy and other goods and services to you.
- **Card payment fee** – a fee for paying by credit card or another payment method where we incur a merchant services fee.
- **Late payment fee** – an amount to compensate us for our costs and losses if you pay your bill (or part of your bill) after the Due Date.
- **Account establishment fee** – a fee for transferring your Energy

supply to us from another Retailer or setting up your account with us for the first time.

- **Payment processing fee** – a fee for paying your bill over the counter in person at a third-party organisation or outlet or via Post BillPay.
- **Paper bill fee** – a fee for receiving a bill in the mail.
- **Exit fee** – if you are a Business Customer, a fee for ending your Schedule (if any) early.

If the fee is applicable it will be set out in your Schedule or explained to you before you incur them. Information relating to fees are outlined in our Standard Fee Schedule and available online: [www.localityenergy.com.au/our-standard-fee-schedule](http://www.localityenergy.com.au/our-standard-fee-schedule)

In some circumstances you must also pay us the other amounts described below:

- Any reasonable costs that we incur for arranging network and connection services for you. We will let you know these amounts before we arrange the services, where possible.
- If you breach this Agreement or the Regulatory Requirements, any reasonable costs we incur as a result of that breach, except where those amounts are included in one of the Charges (such as the late payment fee).
- Any fees or additional costs we incur if your payment is dishonoured or reversed.
- Any other amounts referred to in this Agreement.

We can vary the amount, nature and structure of any of the Charges at any time by notice to you or make any changes according to the Schedule.

Unless you have taken up a Schedule which includes a fixed amount for your Energy usage and Supply Charges, even if we say that we will not vary certain Charges in your Schedule, we can still vary any of the Charges if:

- any of the information we used in determining the Charges for Energy is incorrect (such as your supply area or meter type); or
- the meter at your Supply Address is changed from an accumulation meter to an interval meter.

The notice of variation may be by a message on your bill. We will notify Small Customers in Queensland, at least 10 Business Days before the variation where the Charges are increasing; otherwise, as soon as practicable, but no later than your next bill after the variation.

If the Charges change during a Billing Period, then we will calculate your bill for that period on a per day basis and we will use average daily usage data over a known Billing Period (or other period depending on availability of meter data) to do so.

### 13. Meters and meter reads

At a minimum, we will read your meter once in every 12 month period, unless we are unable to read your meter because we do not have safe access to your meter, or we are unable to reliably base your bill on a

reading of the meter. If we are unable to access your Supply Address to conduct a final meter read (where applicable) because you have not provided us such safe and unhindered access, this Agreement will not end until we have issued you a final bill and you have paid any outstanding amount for the sale of Energy. You will be responsible to pay us for Energy incurred up until this final reading takes place. If this Agreement ends, subject to clause 20 and 21, we will send you a final bill containing any outstanding payments.

You must inform us immediately of any hazards or requirements affecting access to the meter or associated equipment as soon as possible. If you have been responsible for us being unable to read the meter and you later request an actual reading, you may be charged an additional service Charge for the read.

Where you have a Smart Meter and you have requested that the telecommunications network connection to your Smart Meter be deactivated or there is no active telecommunications network connection at your Supply Address you may be charged a fee to deactivate the telecommunications (if applicable) and ongoing physical meter reading Charges.

Rights and obligations accrued before the end of this Agreement continue despite the end of the Agreement, including any obligations to pay amounts to us.

The meter at your Supply Address is the property of the Metering Provider, the Distributor or us (as the case may be).

#### **14. Bills and billing cycles**

Your bill will include itemised Charges you are required to pay under this Agreement, including the rates and Charges and all information required under the relevant laws to allow you to understand your usage, Charges, payment options and other important information.

We will issue your bill at least quarterly; or if you have a Smart Meter, monthly, unless: you have requested to be billed quarterly; or your Smart Meter does not have active telecommunications, in which case you will be billed at least quarterly; or as otherwise agreed between you and us.

We may change the billing frequency in accordance with the relevant laws.

If your bill is based on an estimate of your usage and we later have a measurement of your actual usage:

- we will adjust a subsequent bill for the difference between the estimate and your actual usage if you are a Small Customer, and may do so if you are an Other Customer, except
- if your bill is based on an estimate because you fail to give us access to your meter. In this case we may charge you an additional fee if you ask for a bill based on your actual usage.

#### **15. Notification, communication and bills**

All notices and bills under this Agreement must be given in writing (email or hardcopy), unless this Agreement or relevant laws say otherwise, at the last address nominated by you, which may be an email address; to a person authorised in writing by you to act on your behalf, at the address specified by you (which may be an email address).

We may also send you electronic messages (such as email or SMS) or call you to provide information and notification relating to your supply.

Our contact details for you to contact us or issue a notice to us are as set out in our bill to you, or as otherwise notified to you from time to time.

We will send your bill to the address you provide us. The method of delivery can be email or post. If you do not provide an address or we cannot contact you at that address (e.g. your bill is returned to us, or we cannot contact you via other means), we will send the bill to the Supply Address and you will be deemed to have received it.

According to your Schedule which includes an amount for your Energy usage and Supply Charges will be based on the amount of Energy you use during a Billing Period. Your usage will be determined in accordance with the Regulatory Requirements, generally by the Distributor or meter data provided to us measuring the amount of Energy used by reading the meter at your Supply Address, or by estimating your usage.

You must pay each bill in full and on time which is by the Due Date or if you have a payment plan make payments in accordance with it. There are payment options on how to pay your bill, the options are listed on your bill.

If you cannot pay by the Due Date or are experiencing financial difficulties, you must let us know as soon as possible. We can arrange a payment plan or have other options that might help. We may also be able to give you information about government support.

If you do not pay by the Due Date we may do one or more of the following:

- apply any Security Deposit (see clause 9 for more details);
- disconnect your Energy supply (see clause 19 for more details);
- ask a debt collection agency to obtain the payment from you;

We may also rely on any other rights we have under this Agreement

## **16. Review your bill**

Please review your bills carefully. If you believe there is a discrepancy with a bill, such as an incorrect discount, read or meter type, please let us know as soon as you can. If you would like us to review your bill, please request it as soon as you are aware of the discrepancy.

If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we will correct the bill under review.

Unless one of the exceptions below applies, if you are undercharged

(which includes not being charged), you will only have to pay the amount that should have been charged in the nine months before we notify you of the undercharge. The exceptions are:

- we can recover all amounts undercharged as long as it is not unreasonable to do so; or
- if the undercharging is because of your fault or unlawful act or omission, in which case we can recover all amounts undercharged and may also charge you interest to cover costs or losses we incur as a result of the undercharging as long as it is not prohibited by the Regulatory Requirements.

Where your bill has been based on an estimation of your usage, you may request an adjustment to your bill by providing us with your own reading of the meter (assuming your Energy meter is not an interval meter). We will issue you with an adjusted bill if:

- we receive your reading of your meter before the Due Date; and your reading is in accordance with our guidance and requirements
- we will promptly notify you where your self-read has not been accepted and explain to the customer the specific reason(s) for not accepting it.

## **17. Your obligations**

Title and risk in the Energy supplied under this Agreement will pass to you at the point of connection between the distribution system and your Supply Address. You must comply with the Regulatory Requirements that apply to you.

You must make sure:

- your name, Supply Address and contact details (including the address you choose for notices and billing) are correctly provided to us;
- any other information you give us are correct;
- you tell us promptly, if you become aware of any change that materially affects access to your meter or other equipment involved in providing the metering services at your Supply Address; and
- you let us know if any information you have given us changes.

You must give us and other relevant people (including your Distributor and Metering Provider) safe, convenient and easy access to the Supply Address and the meter at the Supply Address for purposes relevant to the sale and supply of Energy, including to:

- read, install, inspect, test, repair, maintain, alter or replace a meter; or
- connect, disconnect or reconnect Energy supply at the Supply Address.

You must also:

- take reasonable steps to limit any loss or damage you suffer in connection with this Agreement;
- make sure the Energy infrastructure at your Supply Address is in good condition and not damaged or interfered with in any way;
- allow only appropriately qualified and accredited people to carry out any work in connection with that Energy infrastructure;
- not tamper with or bypass your meter, or allow anyone else to do so; and
- not interfere with, disconnect, displace, remove or replace or damage the meter or the distribution system, or allow anyone else to do so.

You acknowledge that the meter is owned by a third party (generally your Distributor, Metering Provider or us) and the title will not pass to you at any time.

### **18. Energy distribution and your supply**

As an Energy Retailer we have no control over the physical supply of Energy. Where we refer to supplying you with Energy or connecting your Supply Address, this means we will arrange for your connection.

The Distributor is responsible for the physical supply of Energy (including the quality and reliability of the Energy supplied) and the connection of your Supply Address.

This means that:

- we are not responsible for the safety, quality, continuity or reliability of your Energy supply; and
- to the extent permitted by law, we make no promises or representations to you about these things, other than those set out in this Agreement.

The quality, continuity, reliability of your Energy supply is subject to a variety of factors. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitation of the distribution system and acts of the Distributor.

Accordingly, your Energy supply may be interrupted, disconnected, reduced or limited. Some examples of when this may occur include:

- if required by your Distributor or another person;
- if required by us, your Metering Provider, Distributor or another person in order to install, maintain, repair or replace a meter, for inspections, maintenance, or testing;
- in an emergency or for safety reasons;
- due to a failure in the equipment used to supply your Energy;
- at the direction or request of a regulatory body; or
- if there is not enough Energy available to supply to you.

We will try to keep you informed if this happens, and we will follow any

notice requirements set out in the Regulatory Requirements.

You must cooperate with any reasonable requests your Distributor makes of you and allow your Distributor to enforce its rights under the Regulatory Requirements.

### **19. When you could be disconnected**

If you have given us up to date contact details, we will give you notice before we disconnect you. If you are a Small Customer, we will also follow any procedures set out in the Regulatory Requirements.

We may arrange for disconnection of your Energy supply in the following circumstances, unless we are prohibited from doing so under the Regulatory Requirements:

- if you ask us to;
- if you are a Small Customer and you fail to pay Charges or other amounts on your bill related to the sale of Energy by the Due Date;
- if you fail to pay any Charges or other amounts on your bill by the Due Date;
- if your meter has not been able to be read for three consecutive meter readings due to a lack of access to the Supply Address;
- if you have refused to provide a Security Deposit, when we have had reasonable grounds to request one;
- if you have used Energy at the Supply Address fraudulently, or intentionally used it contrary to Energy laws;
- if you have not agreed to an instalment plan or other payment option when we have required you to do so; or
- if you have not paid in accordance with an agreed payment plan or other payment option.

### **20. Ending this Agreement**

We can end this Agreement by giving you 20 Business Days' notice.

You can end this Agreement by:

- transferring your Energy supply at your Supply Address to another Retailer. This Agreement will end when your Supply Address transfers to the other Retailer;
- requesting us to disconnect your Supply Address. This Agreement will end 10 Business Days after disconnection;
- you move out of your Supply Address.

This Agreement will also end:

- 10 Business Days after you have been disconnected, if you do not have a right to be reconnected;
- where another person starts being supplied with Energy at the Supply Address with us or with another Retailer;
- if we are no longer entitled to sell Energy due to the Distributor

assigned Retailer changing; or

- if we are no longer entitled to sell Energy due to a Last Resort Event.

## **21. What happens when this Agreement ends**

If this Agreement ends and you continue to take supply from us, we will continue to sell you Energy on the same terms of this Agreement until you enter into a new Agreement with us or transfer your Supply Address to a new Energy Retailer or someone else becomes responsible for the Energy supply at your Supply Address under a new Energy Agreement with us, and all of the provisions of this Agreement will survive this Agreement ending for this purpose.

After you enter into a new Agreement with us or transfer your Supply Address to a new Energy Retailer or someone else becomes responsible for the Energy supply at your Supply Address under a new Agreement with us, the provisions of this Agreement about privacy, liability, notices, governing law, payment and Charges will survive this Agreement ending. This Agreement ending will not prejudice any rights, obligations or remedies that you or we have that accrued before the Agreement ends.

## **22. What happens if you move**

If you are moving from your Supply Address, you need to give us at least 5 Business Days' notice. However, if your Supply Address is within an LPE Embedded Network only 3 Business Days' notice is required.

You will also need to give us an address where we can send your final bill. We will arrange for your meter to be read at the time agreed with you (or as soon as possible after if your meter can't be accessed then).

If you move this Agreement (including any Schedule) it will end from the date you do so.

If you do not tell us that you are moving, or you do not provide access to your meter, you will need to pay us the Charges and any other amounts payable under this Agreement for the Supply Address until:

- we find out that you have moved, and your meter has been read;
- you tell us you are moving, and your meter is read;
- the Energy supply is disconnected or transferred to another Retailer; or
- the date you or someone else becomes responsible for the Energy supply at the Supply Address under a new Agreement with us.

## **23. Feed-in tariffs**

If your Agreement is for electricity and you have a solar photovoltaic (PV) system installed at your Supply Address, we may pay you a feed-in tariff for any electricity your system generates which is exported to the electricity grid. If we pay you a feed-in tariff, you will see the amount of the feed-in tariff on your bill.

There are two types of feed-in tariffs:

- feed-in tariffs we are required to offer under the Regulatory Requirements; and
- our voluntary feed-in tariffs, which may be under a Schedule.

We may pay you one or both of these feed-in tariffs.

If we pay you a voluntary feed-in tariff that is not under a Schedule, we may vary the amount of, or cancel, the feed-in tariff at any time by notice to you. If we pay you a voluntary feed-in tariff that is under a Schedule, we may vary the amount of, or cancel, the feed-in tariff in accordance with your Schedule and these Agreement Terms.

If we pay you a feed-in tariff we are required to offer under the Regulatory Requirements, we may:

- vary the amount of the feed-in tariff by notice to you where we are not prevented from doing so by the Regulatory Requirements;
- stop providing you with the feed-in tariff if:
  - you stop being eligible for the feed-in tariff;
  - we are entitled to do so under or because of a change in the Regulatory Requirements; or
  - the relevant feed-in tariff scheme ends.

If any of these occur, then we will stop providing you with the feed-in tariff from the date you stopped being eligible, the Regulatory Requirements changed, or the scheme ended (as applicable). This may be before the date we give you notice.

You agree that the terms of this Agreement apply to your feed-in tariff, except if you have a separate agreement with us for your feed-in tariff. In particular:

- we will give you notice of any change to your feed-in tariff as soon as practicable, but no later than your next bill after the variation. The notice may be by a message on your bill (see clause 15);
- if the amount of your feed-in tariff changes during a Billing Period then we'll calculate your feed-in tariff for that period on a proportionate basis; and
- we will review the feed-in tariff on your bill in accordance with clause 15. This means overpayment or over crediting of your feed-in tariff will be treated in the same way as an undercharge.

## **24. Changing this Agreement**

We can vary this Agreement where:

- we give you 20 Business Days' notice of the variation; and
- you accept the change by not terminating the Agreement during that period.

We may also vary this Agreement by notice to you if we need to do so because the Regulatory Requirements change.

## **25. Events beyond your or our control**

In this Agreement, Force Majeure means, for an Impacted Person, any event or circumstance occurring after the Acceptance Date that:

- is not within the reasonable control of the Impacted Person;
- could not be prevented, overcome or remedied by the exercise of reasonable effort by the Impacted Person; and
- results in the Impacted Person being unable to meet or perform its obligation under this Agreement.

Notwithstanding the paragraph above, the failure or inability of the Impacted Person to pay any amount due and payable under this Agreement does not constitute Force Majeure.

The Impacted Person will be excused for not meeting or performing its obligations during the time and to the extent that Force Majeure prevents it from doing so (other than an obligation to pay money).

The Impacted Person must:

- try to remove, overcome or minimise the effects of Force Majeure as soon as it can; and
- give the other person prompt notice, including any information required by the Regulatory Requirements.

If the effects of such an event are widespread, we may give you a prompt notice by making the necessary information to you. We will try to do this as soon as practicably possible.

## **26. This Agreement within Regulatory Requirements**

If any matter that is required to be included in this Agreement by a Regulatory Requirement is not expressly dealt with in this Agreement, the Regulatory Requirement is incorporated as if it were a term of this Agreement.

If there is any inconsistency between this Agreement and a Regulatory Requirement, then this Agreement will prevail to the extent of the inconsistency, unless a Regulatory Requirement provides that it must prevail.

## **27. Liability**

Subject to the Regulatory Requirements:

- we are not liable to you for any loss or damage in connection with or arising out of this Agreement, except for Small Customers to the extent that we cause that damage or loss because we breach this Agreement or are negligent;
- if you are an Other Customer we are not liable to you for any Excluded Loss;
- you are not liable to us for Excluded Loss, except if you are an Other Customer in which case you are liable to us for any Excluded Loss we incur or suffer pursuant to an indemnity we give your Distributor which arises from your act or omission;

- we are not liable to you for any loss or damage in connection with or arising out of any act or omission of your Distributor;
- you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence;
- you indemnify us and any third party against any liability in connection with or arising out of the use of Energy supplied under this Agreement after ownership passes to you; and
- if you are an Other Customer, you indemnify us against any liability we incur or suffer (including Excluded Loss) in connection with or arising from any act or omission by you to the extent we have indemnified your Distributor for that liability.

## **28. Warranties and rights**

To the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement. However, you have non-excludable rights under the Australian Consumer Law.

If any part of this Agreement is unlawful, unenforceable or invalid, that part will not apply, but the rest of the Agreement will continue unchanged.

## **29. Life Support**

If a person living or intending to live at your Supply Address requires life support equipment you must register your Supply Address, please contact us or your Distributor. Written confirmation from a registered medical practitioner that a person residing or intending to reside at the Supply Address requires life support equipment, is required.

If you do not provide us or your Distributor with confirmation from a registered medical practitioner, the Supply Address may cease to be registered as having life support equipment

You must tell us or the Distributor if the life support equipment is no longer required at your Supply Address.

We may from time to time require written confirmation that there is still life support equipment present at your Supply Address in order for you to remain registered.

## **30. Customer service, feedback and complaints**

If you have an enquiry or feedback contact customer service on 1800 040 168 or [info@localityenergy.com.au](mailto:info@localityenergy.com.au)

If you have a complaint or dispute; including but not limited to your supply, billing or any marketing activity, contact us at [complaints@localityenergy.com.au](mailto:complaints@localityenergy.com.au)

We will handle your complaint and let you know the outcome of it in accordance with our dispute resolution policy.

If you are not satisfied with the way your complaint has been resolved,

you may contact the Energy Ombudsman in your state.

**Energy and Water Ombudsman Queensland (EWOQ)**

<http://www.ewoq.com.au>

Free call 1800 662 837

**Energy and Water Ombudsman New South Wales (EWON)**

<http://www.ewon.com.au>.

Free call 1800 246 545

### 31. Assignment or novation

You may not assign, transfer or novate this Agreement without our consent.

Subject to the Regulatory Requirements, you agree we may:

- assign, transfer or novate this Agreement; and/or
- transfer you as a customer to any third party, any of our related bodies corporate or as part of the transfer of a substantial number of our Customers to a third party.

You will be notified of any assignment, transfer or novation.

### 32. Marketing

From time to time we will let you know about other products and offers, even after this Agreement ends. If at any time you decide you do not want to receive these offers, please let us know via [marketing@localitenergy.com.au](mailto:marketing@localitenergy.com.au)

### 33. Commissions

You acknowledge and agree that a fee or commission may be paid by us to a person as a result of introducing you to us or facilitating a supply arrangement between you and us.

### 34. Definitions

**Acceptance Date** - the date specified in the Agreement and/or Schedule, or if no date is specified, the date you sign the Agreement and/or Schedule, or you accept this Agreement over the phone or on-line.

**Agreement** - the Agreement Terms, Terms and Conditions and the Energy Schedule (if any).

**Agreement Terms** – the Terms and Conditions in this document and the Energy Schedule (if any).

**Australian Consumer Law** – the Australian Consumer Law (ACL) includes a national unfair contract terms law, a national law guaranteeing consumer rights, a national product safety law and enforcement system, a national law for unsolicited consumer agreements and penalties, enforcement powers and consumer redress options.

**Billing Period** - any period for which a bill is or may be issued.

**Billing Agent** - the company currently or previously billing your Supply

Address, via an Embedded Network.

**Business Day** - a day that is not a Saturday, Sunday or public holiday in the capital city of the State or Territory of your Supply Address.

**Business Customer** - a Small Customer who is not a Residential Customer. May also be referred to as Commercial Customers.

**Calendar Day** - any day of the calendar year, including weekday, weekends and public holidays.

**Charges** - the Charges and fees described or set out in this Agreement.

**Customer** - a Small Customer or an Other Customer.

**Digital Meter** - a meter which records Energy usage at pre-determined intervals, has two-way communication capability and can be read remotely. Also referred to as Smart Meter.

**Distributor** - the entity that is authorised or licensed to supply distribution services through the distribution system to which your Supply Address is connected.

**Due Date** - the date you must pay your bill by which is set out on the bill or such other date as we agree with you.

**Embedded Network** - scheme owned distribution system to which your Supply Address is connected.

**Embedded Network Operator** – administers the Energy Agreement directly with the Retailer and thereafter apportion the costs between tenants.

**Energy** - electricity or natural gas, as appropriate.

**Energy Schedule or Schedule** - any document titled 'Energy Schedule' or 'Energy Supply Agreement' and provided to you with these Agreement Terms.

**Excluded Loss:**

- loss of profit, revenue or anticipated savings;
- loss or denial of opportunity;
- loss of access to markets;
- damage to credit rating or goodwill;
- financing costs;
- special, incidental or punitive damages; or
- any loss or damage arising from special circumstances that are outside the ordinary course of things; however, arising in respect of any circumstances under or in relation to this Agreement, and regardless of the basis on which a claim for same is made (including negligence).

**Force Majeure** - has the meaning given in clause 25.

**Impacted Person** - us or you (as the case may be), where we or you are prevented from performing an obligation under this Agreement by Force Majeure.

**Last Resort Event** - an event or circumstance that triggers the operation

of the Retailer of last resort scheme in relation to us under the Regulatory Requirements.

**Metering Provider** - any person who provides services on our or your Distributor's behalf in relation to:

- the meter, including to read, install, inspect, test, repair, maintain, alter or replace it;
- processing meter data and providing it to us and other third parties who need it in connection with your Energy supply;
- Energy supply, such as disconnection or reconnection of your Energy supply; and
- the co-ordination of the above.

**National Energy Retail Law** - the law applying in: New South Wales: under the National Energy Retail Law (Adoption) Act 2012 (NSW) and Queensland: under the National Energy Retail Law (Queensland) Act 2014.

**National Energy Retail Rules** - the rules made under the National Energy Retail Law.

**LPE** - the company Locality Planning Energy Pty Ltd ABN 15 148 958 06

**Other Customer** - a Customer who is not a Small Customer.

**Regulatory Requirements** - all relevant acts, regulations, codes, procedures, other statutory instruments, licenses, proclamations and laws applicable to the sale and supply of Energy to your Supply Address. These include, but not limited to, the Competition and Consumer Act 2010 (Cth) and the Privacy Act 1988 (Cth).

Related Bodies Corporate has the meaning given in the Corporations Act 2001 (Cth).

**Related Company** - any company:

- which is an LPE Company;
- in which an LPE Company has an interest, such as a joint venture; or
- with whom an LPE Company has a commercial relationship.

**Residential Customer** - a Customer who purchases Energy predominantly for personal, domestic or household use.

**Retailer** – the company you pay for gas and/or electricity you use. Referred to LPE in this Agreement.

**Schedule or Energy Schedule** - any document titled 'Energy Schedule', 'Energy Supply Agreement' and provided to you with these Agreement Terms.

**Security Deposit** - an amount of money or other arrangement to provide security against you not paying a bill.

**Small Customer** - a Small Energy Customer or a Small Gas Customer.

**Small Electricity Customer** – in New South Wales and Queensland: a small customer for the purposes of the National Energy Retail Law.

**Standard Fee Schedule** – displays LPE's fees outlined in section 12.

**Supply Address** - the premises specified as the Supply Address for the Energy supply

**Supply Start Date** - the Supply Start Date set out in the Agreement and/or Schedule or otherwise notified to you.

**We and Us** - the company Locality Planning Energy Pty Ltd ABN 15 148 958 061

**Welcome Charter** – a summarised version of the Terms and Conditions.

### **35. Interpretation**

Unless otherwise stated:

- a reference to this document or another instrument includes any variation or replacement of any of them;
- the singular includes the plural and vice versa;
- 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;
- a person includes any type of entity or body or persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- the words 'include' or 'including' and any variation of those words must be read as if followed by the words 'without limitation' and so, if an example is given of anything, the scope is not limited to the example; and
- headings are for convenience only and do not affect the interpretation of this Agreement.

**1800 040 168**

localityenergy.com.au

ABN 15 148 958 061

Locality Planning Energy Pty. Ltd.

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