



LPE[®]

Locality Planning Energy Pty Ltd

Terms and Conditions

for Embedded Network Customers

Better Electricity Solutions

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Terms and Conditions for Embedded Network Customers

These terms and conditions form part of the Energy Supply Agreement (ESA or Agreement) regarding the sale of Energy to you at your Supply Address, which forms part of an Embedded Network. If we are your Retailer for more than one Supply Address, you will have a separate ESA for each Supply Address. In addition to these terms and conditions, the Energy Laws and other consumer laws also contain rules about the sale of Energy, and we will comply with these rules in our dealings with you. For example, the National Energy Retail Law and the National Energy Retail Rules (the Rules) set out specific rights and obligations about payment methods and arrangements for Customers experiencing payment difficulties or family violence.

1. The parties

This Agreement is between Locality Planning Energy Pty Ltd (ABN 15 148 958 061) as the Retailer (in this Agreement referred to as “we”, “our” or “us”), who sells Energy to you at your premises and the customer (in this Agreement referred to as “you” or “your”).

2. Definitions and interpretation

Terms used in this Agreement have the same meanings as they have in the National Energy Retail Law and the Rules. However, for ease of reference, a simplified explanation of some terms is given at the end of this Agreement.

Where the simplified explanations given at the end of this Agreement differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

Unless otherwise stated:

- a. a reference to this document or another instrument includes any variation or replacement of any of them;
- b. the singular includes the plural and vice versa;
- c. 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;
- d. a person includes any type of entity, 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;
- e. 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
- f. headings are for convenience only and do not affect the interpretation of this Agreement.

3. Do these Terms and Conditions apply to you?

3.1 These are our Terms and Conditions

This Agreement applies to Small Customers and Other Customers who receive their electricity through an Embedded Network, classifying the customer as ‘Off Market’. If you are a Small Customer, additional regulatory protections apply to you. Whether you are a Small Customer is determined by the Regulatory Requirements.

If you are part of our Solar Sharing community, you also agree to the additional terms and conditions for Solar Sharing Customers. Refer to section 7 for these terms and conditions.

3.2 Application of these Terms and Conditions

These terms and conditions apply to you if:

- a. you are a Residential Customer in Queensland or New South Wales; or
- b. you are a Business Customer who is a Small Customer in Queensland or New South Wales using less than 100 MWh of electricity per year; and
- c. you request us to sell Energy to you at your premises.

3.3 Electricity or other utilities

We have separate Agreements and Schedules for the supply of electricity, heated water, cold water and gas and they may be billed on a single bill or separate bills will be issued.

4. What is the term of this contract?

4.1 When does this Agreement start?

This Agreement starts on the date you move into the Supply Address, or the lease start date or date of settlement for the premise, whichever is the earliest. (Acceptance Date.)

We will start to sell you Energy and other products on the Acceptance Date.

4.2 When does this Agreement end?

We can end this Agreement by:

- 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;
- if we are no longer entitled to sell Energy due to the Body Corporate assigned Retailer changing; or
- if we are no longer entitled to sell Energy due to a Last Resort Event.

You can end this Agreement by:

- Notifying us that you are moving out by giving us at least 5 Business Days notice, requesting us to disconnect your Supply Address. This Agreement will end 5 Business Days after Disconnection.

4.5 Vacating your premises

If you are moving from your Supply Address, you need to give us at least 5 Business Days' notice.

You are required to supply us a forwarding address so we can send you your final bill. We will arrange for your meter to be read at the time agreed with you (or as soon as is practical if there are access issues at the agreed time). We may estimate your final read if we have read your meter in the last 10 days based on your annual yearly average daily usage.

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 has been read;
- the Energy supply is disconnected; or
- the date you or someone else becomes responsible for the Energy supply at the Supply Address under a new Agreement with us.

5. Scope of this agreement

5.1 What is covered by this Agreement?

- a. Under this Agreement we agree to sell you Energy at your premises. We also agree to meet other obligations set out in this Agreement and to comply with the Energy Laws, including, where we sell you electricity, the provision, installation and maintenance of your meter, which may incur separate charges.
- b. In return, you agree:
 - i. to be responsible for charges for Energy supplied to the premises until this Agreement ends even if you vacate the premises earlier; and
 - ii. to pay the amounts billed by us under this Agreement; and
 - iii. to meet your obligations under this Agreement and the Energy Laws.

5.2 Energy Schedule

Your Agreement may include an Energy Schedule. Your Energy Schedule will have an anniversary date that aligns with our contractual obligations with the Body Corporate. The Body Corporate works with us on fees and charges that form a part of the Energy Schedule.

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

6. Your general 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.

6.1 Full information

You must give us any information we reasonably require for the purposes of this Agreement. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us. This information will include your license number, date of birth, and may include your place of work, previous address and secondary contact that we may contact to confirm your person.

6.2 Updating information

You must tell us promptly if:

- a. information you have provided to us changes, including if your billing address changes or if your use of Energy changes (for example, if you start running a business at the premises); or
- b. you are aware of any change that materially affects access to your meter or to other equipment involved in providing services at the premises.

6.3 Life support equipment

- a. If a person living or intending to live at your premises requires life support equipment, you must:
 - i. register the premises with us so that we can notify the Distributor; and
 - ii. provide Medical Confirmation of the life support equipment for the premises.

- b. Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having life support equipment if Medical Confirmation is not provided to us.
- c. You must tell us 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 your 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 Energy 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.
- e. 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.

6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this Agreement because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

6.5 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(s).

LPE cannot be held responsible for your eligibility or any changes related to your concessions made by the responsible department(s). 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 concessions and rebates that may be available, please contact LPE or the appropriate government department.

Queensland Government

Concession Services, Smart Service Queensland
GPO Box 10817, Brisbane QLD 4000
Adelaide Street, Brisbane 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>

7. Solar sharing network additional terms

As a Solar Sharing Customer, you also confirm that:

- You are a customer with an existing connection to the distribution network operated by Energex Limited (ABN 40 078 849 055) (Energex) for which you receive customer connection services for the import of electricity to your premises (Network Connection). You are not seeking to alter your Network Connection at this time.
- In addition to your Network Connection, you wish to receive a supply of electricity from the network operated by Locality Planning Energy (ABN 15 148 958 061) (Solar Sharing Network).

You acknowledge and agree that:

- a. for the purposes of the Solar Sharing Network, you will be receiving a supply of electricity from that Solar Sharing Network and Energex is not responsible for ensuring the connection of your premises to the Solar Sharing Network or the supply of electricity that you receive from the Solar Sharing Network (including the quality of that supply);
- b. by participating in the Solar Sharing Network it may impact your direct connection with Energex (including, but not limited to, with respect to phase balancing, disconnections and interruptions);
- c. while you are participating in the Solar Sharing Network any right to interrupt or disconnect the Solar Sharing Network will also apply to your premises (which may require that your Network Connection also be disconnected)
- d. you will not be able to directly install any embedded generating system, (including, but not limited to, solar photovoltaic generators, vehicle-to-grid electric vehicle charger, or batteries) at your premises;
- e. your current agreement with Energex for your Network Connection only relates to the provision of network services for the import of electricity to your premises and that agreement will continue to apply in respect of those services;
- f. Energex may collect and hold your personal information and/or confidential information in respect of your Network Connection. As required, and to facilitate your participation in the Solar Sharing Network, Energex may provide this information to the Solar Sharing Network provided that Energex complies with all relevant privacy legislation in relation to your personal information. A summary of Energex's privacy policy is available at www.energex.com.au.

As a result of being simultaneously connected to the Network Connection and the Solar Sharing Network, a small amount of electricity may flow from the Solar Sharing Network, through your premises and across your Network Connection into the distribution network operated by Energex. You acknowledge and agree that while you are receiving a supply of electricity from the Solar Sharing Network and provided appropriate bi-directional metering has been installed:

- a. electricity is permitted to flow from your premises across your Network Connection into the distribution network operated by Energex;
- b. any electricity that is exported from your premises is only due to your connection to the Solar Sharing Network and not a generation system connected to your premises;
- c. you are not entitled to receive any payment, credit, or offset (including any solar tariff) from Energex in respect of any electricity exported from your premises into the distribution network operated by Energex; and

- d. a solar tariff is not applicable for your Network Connection as there is no small photovoltaic generator connected to your premises.

8. Our liability

- a. The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas 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 Energy, its quality, fitness for purpose or safety, other than those set out in this Agreement.
- 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 Energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of Energy.

9. Price for Energy and other services

9.1 What are our charges?

- a. Our charges for the sale of Energy to you under this Agreement are our Prices. These are provided in the welcome pack and form part of the charges as set by the Body Corporate.
- b. Different charges may apply to you depending on your building type and meter type.

9.2 Changes to tariffs and charges

- a. If we vary our Prices, it has been done in conjunction with the Body Corporate.
- b. We will also notify you of any variations to Charges in accordance with Regulatory Requirements, via email or post the same way you have nominated to receive your bill.

9.3 Feed-in tariffs

If you have a solar photovoltaic (PV) system installed at your Supply Address and it has written approval from the Body Corporate a solar tariff is assigned to your supply address, we will pay you a Solar Credit for any unused electricity your system generates, that is exported to the embedded electricity network.

We may vary the amount of, or cancel, the Solar credit at any time by notice to you.

10. Billing

10.1 General

We will send a bill to you as soon as possible after the end of each Billing Cycle, which is at least quarterly for a basic meter, or monthly if you have a Digital Meter, unless:

- a. your Smart Meter does not have active telecommunications, in which case you will be billed at least quarterly; and
- b. otherwise agreed between Body Corporate and us.

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

We will send the bill to your nominated email address or to you at the postal address nominated by you; or to a person you have authorised in writing (or using your preferred communication method, if you are affected by family violence) to act on our behalf, at the address specified by you.

10.2 Calculating the bill

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

- a. the amount of Energy used at your premises during the Billing Cycle (using information obtained from reading your meter or otherwise in accordance with the Rules);
- b. the amount of fees and charges for any other services provided under this Agreement during the Billing Cycle;
- c. the charges payable for services provided by your Distributor; and
- d. connection charges for all new connections.

10.3 Estimating the Energy usage

- a. We may estimate the amount of Energy used at your 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 Energy used at your 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 Energy 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, through our approved payment plan program.
- 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.

10.4 Your historical billing information

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information:

- a. four times in the previous 12 months, where this Agreement relates to electricity; or
- b. in the previous 12 months, where this Agreement relates to gas.

10.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12-monthly estimate of your Energy usage.

11. Paying your bill

11.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the Due Date) on the bill. The Due Date will be no earlier than 13 days from the date on which we issue your bill.

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, Body Corporate and any other person.

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

- a. **Supply charges** – fixed daily charges, regardless of how much Energy you use.
- b. **Energy usage charges** – charges based on the amount of Energy you use.
- c. **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,
- d. **Disconnection fee, connection fee and special meter reading fee.**
- e. **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.
- f. **Card payment fee** – a fee for paying by credit card or another payment method where we incur a merchant services fee.
- g. **Late payment fees** – an amount to compensate us for our costs and losses if you pay your bill (or part of your bill) after the Due Date.
- h. **Account establishment fee** – a fee for setting up your account with us for the first time.
- i. **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.
- j. **Paper bill fee** – a fee for receiving a bill in the mail.
- k. **Exit fee** – if you are a Business Customer, a fee for ending your Schedule (if any) early.

Information relating to fees are outlined in our Standard Fee Schedule and available online: www.localityenergy.com.au/our-standard-fee-schedule.

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

- a. 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.
- b. 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).
- c. Any fees or additional costs we incur if your payment is dishonoured or reversed.
- d. We may charge an account closure fee.
- e. Any other amounts referred to in this Agreement.
- f. We can vary the amount, nature and structure of any of the charges at any time by notice to you.
- g. 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:
 - i. any of the information we used in determining the charges for Energy is incorrect (such as your supply area or meter type); or
 - ii. the meter at your Supply Address is changed from an accumulation meter to an interval meter; or
 - iii. the government approved renewable energy charges or Distributor charges have increased.

11.2 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. The reminder notice will give you a further Due Date for payment which will be not less than 6 days after we issue the notice.

11.3 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 Energy in the previous 2 years (unless you are affected by family violence and the non-payment or illegal use of energy were partly or wholly caused by someone else).
- c. Additional protections may be available to you under our Customer Hardship Policy, our Family Violence Policy and under the National Energy Retail Law and the Rules if you are a Customer experiencing payment difficulties due to hardship or are affected by family violence. A copy of our Customer Hardship Policy and Family Violence Policy is available on our website.

12. 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 Energy supplied or taken at the premises; and
 - iii. checking the accuracy of metered usage at the premises; and
 - iv. replacing meters.
- b. You must inform us immediately of any hazards or requirements affecting access to the meter or associated equipment. 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.
- c. 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.
- d. If we or our representatives seek access to the premises under paragraph (a), we will:
 - i. comply with all relevant requirements under the Energy Laws; and
 - ii. carry or wear official identification; and
 - iii. show the identification if requested.
- e. If we propose to replace your electricity 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.

- f. 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, we will send you a final bill containing any outstanding payments.
- g. 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.
- h. You acknowledge that the meter may be owned by a third party (generally your Body Corporate or Metering Provider) and the title will not pass to you at any time.

We will stop providing you with the Solar Credit from the date any of the above occurred.

13. Interruption to electricity supply

13.1 Retailer Planned Interruptions

- a. We may arrange Retailer Planned Interruptions to the supply of electricity to your premises were permitted under the Energy Laws for the purpose of the installation, maintenance, repair or replacement of your electricity meter.
- b. If your electricity supply will be affected by a Retailer Planned Interruption arranged by us:
 - 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.

13.2 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.

13.3 Unplanned interruptions

As a 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:

- a. we are not responsible for the safety, quality, continuity or reliability of your Energy supply; and
- b. 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.

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

- a. if required by your Distributor or another person;
- b. in an Emergency or for safety reasons;
- c. due to a failure in the equipment used to supply your Energy;
- d. at the direction or request of a regulatory body; or
- e. 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.

14. Undercharging and overcharging

14.1 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.

14.2 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 Energy 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.

14.3 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.
- 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 premises as required by clause 12 or any requirements under the Energy Laws; or
- e. there has been illegal or fraudulent use of Energy at your premises in breach of clause 18 of this Agreement; or
- f. we are otherwise entitled or required to do so under the Rules or by law; or
- g. you ask us to.

15. Security Deposits

15.1 Security Deposit

We may require that you provide a Security Deposit. The circumstances in which we can require a Security Deposit and the maximum amount of the Security Deposit are governed by the Rules.

15.2 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.

15.3 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 Agreement:
 - 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 Energy from us at your premises 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.

15.4 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 Due Dates on our initial bills; or
 - ii. you stop purchasing Energy at the relevant premises under this Agreement.
- 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.

16. Disconnection of supply

16.1 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

16.2 Notice and warning of Disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules, 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 Energy at your premises or where there is an Emergency or health and safety issue).

16.3 When we must not arrange Disconnection

- a. Subject to paragraph (b), your premises may not be disconnected during the following times ('the 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 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 your Customer Connection Contract which deals with interference with Energy 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.

17. Reconnection after Disconnection

- a. We must arrange for the reconnection of your premises within 10 Business Days of your premises being disconnected, if:
 - i. you ask us to arrange for reconnection of your premises; and

- ii. you rectify the matter that led to the Disconnection; and
 - iii. you pay any reconnection charge (if requested).
- b. We may terminate this Agreement 10 Business Days following Disconnection if you do not meet the requirements in paragraph (a).

18. Wrongful and illegal use of energy

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

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

19. Notices and bills

- a. Notices and bills under this Agreement must be sent in writing, unless this Agreement or the National Energy Retail Law and the Rules say otherwise.
- b. A notice or bill sent under this Agreement is taken to have been received by you or by us (as relevant):
 - i. 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
 - ii. on the date 2 Business Days after it is posted; or
 - iii. on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically.
- 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.

20. Privacy Act notice

We will comply with all relevant privacy legislation in relation to your personal information. You can find our privacy policy on our website. If you have any questions, you can contact our privacy officer on privacy@localityenergy.com.au.

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:

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

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.

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@localityenergy.com.au.

21. Complaints and dispute resolution

21.1 Complaints

If you have a complaint relating to the sale of Energy by us to you, or this Agreement generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures on complaints@localityenergy.com.au.

Note: Our standard complaints and dispute resolution procedures are published on our website.

21.2 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 Ombudsman.

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

22. Force Majeure

22.1 Effect of Force Majeure Event

If either party to this Agreement cannot meet an obligation under this Agreement because of an event outside the control of that party ('a 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.

22.2 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.

22.3 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.

22.4 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.

23. Applicable law

The laws of Queensland and New South Wales govern this Agreement.

24. Retailer of last resort event

If we are no longer entitled by law to sell Energy 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 Agreement will come to an end.

25. General

25.1 Our obligations

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

25.2 Amending this Agreement

- a. This Agreement 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 Agreement on our website.

25.3 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.

25.4 GST

Amounts specified in the Off Market Offer Prices from time to time and other amounts payable under this Agreement may be stated to be exclusive or inclusive of GST.

26. Simplified explanation of terms

Acceptance Date – the date specified in the Agreement and/or Energy Schedule, or if no date is specified, the date you sign the Agreement and/or Energy Schedule, or you accept this Agreement over the phone or online.

Agreement – the Agreement terms, these Terms and Conditions and the Energy Schedule (if any).

Basic Meter – a meter which records Energy usage and must be read manually.

Billing Cycle – the regular recurrent period for which you receive a bill from us which may also be referred to as billing period.

Business Customer – a Customer who is not a Residential Customer.

Business Day – a day other than a Saturday, Sunday or public holiday.

Customer – a person who buys or wants to buy Energy from a Retailer.

Designated Retailer – 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 your premises.

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.

Disconnection – an action to prevent the flow of Energy to the premises but does not include an Interruption.

Distributor – the person who operates the system that connects your premises to the distribution network.

Distributor Planned Interruption – 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 – 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, also referred to as 'off market'.

Emergency – 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 person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

Energy – electricity.

Energy Laws – national and State and Territory laws and rules relating to Energy and the legal instruments made under those laws and rules.

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

Feed-in Tariff (FIT) – customers with a solar system

Force Majeure Event – an event outside the control of a party.

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

Interruption – a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a Customer but does not include Disconnection.

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.

Off Market Offer Prices – are the prices offered in our Energy plans and Energy Schedules and are also referred to as Charges.

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

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

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

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

Regulatory Requirements – all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of Energy to your Supply Address. These include the *Competition and Consumer Act 2010 (Cth)*, the *Privacy Act 1988*, the National Energy Retail Law and the National Energy Retail Rules.

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

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

Retailer – a person that is authorised to sell Energy to Customers.

Retailer Planned Interruption – an Interruption that:

- a. is for the purposes of the installation, maintenance, repair or replacement of your 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 Event – an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law.

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

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

Small Customer:

- a. a Residential Customer; or
- b. a Business Customer who uses Energy at or below a level determined under the National Energy Retail Law.

Solar Credit – customers with a Feed-in Tariff receive this credit for any unused electricity that their solar system sends back to the electricity grid.

Standard Fee Schedule – displays LPE's fees outlined in clause 11.

Supply Address – the premises specified as the supply address for the Energy supply.

localityenergy.com.au

Our friendly local customer care team is ready to help.

 1300 443 735

