

Terms and Conditions

1. About this Agreement

This Agreement is a market retail contract in states and territories other than Victoria and an exempt person arrangement in Victoria (within the meaning of the Energy Laws) for the sale of energy to you at your Premises and if applicable the purchase of energy exported from your Premises which is connected to an embedded network managed by seene. This Agreement is made up of these Terms and Conditions, your Energy Plan Schedule and any other terms and conditions we have provided to you.

In addition to this Agreement, Energy Laws and consumer laws contain rules about the sale of energy and we will comply with them in our dealings with you.

More information about this Agreement and other matters is on our website at www.seene.com.au.

1.1 The Parties

This Agreement is between:

The Embedded Networks Company Pty Ltd trading as **seene** (ABN 32 119 677 431), who sells energy to you at your Premises (in this Agreement referred to as “we”, “our” or “us”); and

You, the customer to whom this Agreement applies (in this Agreement referred to as “you” or “your”).

1.2 Application of the Agreement and start date

This Agreement starts on the date you have registered with seene and have accepted these Terms and Conditions electronically (or in any other manner authorised by the Energy Laws).

1.3 Cooling-off Period

You have the right to cancel this Agreement within the “**Cooling-Off Period**”, which is 10 business days after the later of:

- (a) the day this Agreement started; or
- (b) the day on which you receive a copy of this Agreement and disclosure statement in accordance with the Energy Laws.

You may cancel this Agreement within the Cooling-Off Period by informing us either orally or in writing of your intention to cancel this Agreement. You may cancel even though you accepted this Agreement. If you do so, this Agreement will end immediately, and, on request, we will provide you with a copy of our record of your cancellation at no charge.

1.4 Definitions and Interpretations

Terms used in this Agreement have the same meanings as they have in the Energy Laws unless otherwise defined in this Agreement.

A reference to “Energy Laws” is a reference to the National Energy Retail Law and National Energy Retail Rules except in Victoria, where it is a reference to the Energy Retail Code of

Practice, *Electricity Industry Act 2000 (Vic)* and the General Exemption Order 2022.

A reference to a “clause” or “paragraph” in these Agreement Terms and Conditions means a clause or paragraph of these Agreement Terms and Conditions.

A reference to “Premises” means the premises specified by you as the supply address.

A reference to “CRB” means a credit reporting bureau.

A reference to “Authorised Electricity Retailer” means in states and territories other than Victoria, a holder of a retailer authorisation issued by the AER and in Victoria means the holder of an electricity retail licence issued by the ESC.

1.5 Customer rights and acknowledgments

This Agreement is also covered by Australian consumer protection laws, including the *Competition and Consumer Act 2010 (Cth)*.

You have the right to elect to purchase electricity from an Authorised Electricity Retailer of your choice, instead of purchasing electricity from us. Your meter may need to be reconfigured to facilitate this.

2. Term

2.1 Supply start date

We will start supplying electricity to your Premises on or as close as possible to the date requested by you, or otherwise in accordance with the timeframe agreed with us. Usually this will be when you move into the Premises.

2.2 Supply end date

- (a) You can cease buying electricity from us at any time. If you plan to move out of the Premises, you must notify us of the proposed date by filling in and submitting a Move-Out application to us. The Agreement will be terminated and the supply of electricity to you under this Agreement will cease once you move out. For the avoidance of doubt, we will not charge you for network charges once you move out.
- (b) You can also cease buying electricity from us if you decide to purchase electricity from an Authorised Electricity Retailer of your choice, instead of purchasing electricity from us. As indicated above, your meter may need to be reconfigured to facilitate this. In this situation, you will also need to fill in and submit a Move-Out application to us (even though you are not moving out of the Premises), indicating on the form when you propose to commence purchasing electricity from the electricity retailer. This Agreement will be terminated and the supply of electricity to you under this Agreement will cease once you start receiving electricity from that electricity retailer. However, to the extent we are entitled to and do continue to charge you for network charges under clause 2.3, this Agreement will not terminate and will remain on foot.
- (c) If another person or entity that also owns or occupies your Premises (without you moving out) wishes to take over responsibility for paying electricity bills at your Premises,

this can also be arranged, through a Move-Out application (even though you are not moving out of the Premises). This Agreement will be terminated and the supply of electricity to you under this Agreement will cease (and the supply of electricity to the new customer will commence) on the agreed date from which the new customer takes over responsibility. For the avoidance of doubt, we will not charge you for network charges once the new customer takes over responsibility.

- (d) If your Premises are disconnected, and the conditions for reconnection have not been met at the end of a period of 10 business days commencing on the day your Premises are disconnected, we may terminate this Agreement and the supply of electricity under this Agreement will cease.

2.3 Network charges

Even if we are not, or are no longer, supplying you with electricity under this Agreement, because you choose to purchase electricity from an Authorised Electricity Retailer instead, we can still charge you for network charges under this Agreement, and the network charges will reflect the charges that would be charged by your local distributor if you were not in an embedded network. In this situation, your Authorised Electricity Retailer will charge you only for retail electricity charges (not network charges).

3. General obligations

3.1 Concessions, rebates or assistance

If you are eligible to receive a government or non-government energy rebate, concession or assistance under a relief scheme, please contact us to have your entitlement details applied to your account. If your eligibility for a rebate, concession or assistance is validated, any discounts or rebates will be applied to each bill. Please let us know if you need us to make a claim for the relevant energy rebate, concession or assistance under a relief scheme on your behalf.

3.2 Life support

If a person living or intending to live at the Premises requires life support equipment, you must:

- (a) inform us of the requirement for life support equipment at the Premises with us during your registration;
- (b) provide confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.

You must notify us as soon as practicable if the life support equipment is no longer needed at the Premises.

If you don't provide medical confirmation to us, we may cease registration of the premises as having life support equipment if the energy laws allow us.

4. Sale and purchase of electricity

4.1 Charges for electricity consumed at Premises

The tariffs, charges and fees (collectively, **charges**) applicable to your electricity supply are detailed in your Energy Plan Schedule.

We may amend our charges, or introduce new charges in accordance with the Energy Laws.

If we do so, you will be notified of the new or amended charges as soon as practicable and no later than in your next bill. If required by the Energy Laws, we will give at least 5 business days' notice before the new or amended changes apply to you.

See clause 13 for details of how we will give you notice.

4.2 Credit for electricity exported from Premises

We agree to purchase from you the electricity you export from your Premises to the embedded network at the rate detailed in your Energy Plan Schedule ("Feed-in Tariff"), and is subject to change from time to time in accordance with the Energy Laws. We will give you notice of any variation to a Feed-in Tariff where required, and in accordance with, any applicable energy laws.

The credit for the electricity you supply will appear on the bill.

4.3 GST

All charges and Feed-In Tariffs specified in the Energy Plan Schedule and any additional retail charges will include goods and services tax (GST) where applicable.

5. Billing and Payment

5.1 Calculating usage

We will calculate usage for each billing period (usually monthly) by reading, or arranging for the reading of, the relevant meters at each supply point. This can occur through a physical inspection of a meter, or by receiving the processed data received from an interval meter, which indicates at a point in time the quantity of electricity that has passed through the meter.

5.2 Billing

For each billing period seene will email a bill to you at the email address provided to seene. Where you request your bills to be sent by post, we will charge the fee outlined in the Energy Plan Schedule.

We will review a bill if you ask us to do so.

5.3 Due date and late payment

If the total amount payable under a bill is a positive number, it is payable by you. You are required to pay the bill by the due date listed on the bill. For customers with Premises located outside Victoria, where allowed by the Energy Laws, a late payment fee may apply in the event that you do not pay your bill by the due date.

If the total amount payable under a bill is a negative number, the absolute value of that number ("credit amount") will roll over to the next bill. If it is your final bill then seene will pay the credit amount into your nominated account as soon as reasonably practicable.

5.4 Payment methods

Multiple payment methods are available as detailed and agreed during your registration as presented on each bill.

5.5 Undercharging and overcharging

We will comply with relevant regulatory requirements (including the Energy Laws) regarding the circumstances in which we can recover from you amounts that we may have undercharged, or must provide reimbursement or credit if we have overcharged.

5.6 Historical billing information

You may view your historical billing information via seene's customer portal. You may also request us to provide information about your billing history for the previous 2 years free of charge. However, we may charge you for requests where you require information going back more than 2 years or you have previously requested historical billing information 4 times in the previous 12 months.

6. Customer Service

6.1 Metering for electricity supply services

We will use our best endeavours to provide a bill based on an actual meter read. If we are unable to obtain an actual meter read, we may issue you a bill based on an estimated read. Where a bill is based on an estimated read, this will be displayed on your bill.

You may request us to obtain additional meter reads to validate usage, and test the meter if you believe it to be faulty. You will be responsible for the cost of additional meter reads and a replacement meter where a meter is found not to be faulty.

You may request us to give you information about your electricity consumption or export for up to 2 years free of charge. However, we may charge you if:

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

6.2 Faults and emergencies

If you experience any service failure, please contact the faults and emergencies contacts displayed on the bill.

6.3 Difficulties in paying

If you have difficulties paying your bill, you should contact us as soon as possible. We'll provide you with information about payment options.

Depending on the circumstances, we may be able to provide you with a payment plan or other relief or assistance.

Additional protections may be available to you under our Customer Hardship Policy and under the Energy Laws if you're a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

6.4 Enquiries and complaints

If you have an enquiry, complaint or dispute about the electricity supply services provided to you, please contact us by calling us on 1300 609 387.

You may lodge a complaint or dispute with us in accordance with seene's standard complaints and dispute resolution procedure (available from our website), or by calling us on 1300 609 387.

We will respond to the matter on our behalf within the timeframes outlined in seene's standard complaints and dispute resolution procedure and provide reasons for the decision and will inform you of the outcome of the complaint or dispute.

If the complaint or dispute relates to the amount billed to you, any undisputed amounts must be paid by the due date on the bill.

Where we are unable to resolve the complaint or dispute or you are not satisfied with our response, you may refer the complaint to the energy Ombudsman in your area, where available.

6.5 Disconnection

We may, where permitted by and in accordance with regulatory requirements (including the Energy Laws), arrange for the disconnection of your Premises if:

- (a) you request disconnection;
- (b) you don't pay your bill by the pay-by date or you fail to comply with the terms of an agreed payment plan, and we have given any reminders and warning notices and followed procedures under relevant regulatory requirements;
- (c) continuity of supply to the Premises would be unsafe;
- (d) you are a new customer and fail to provide us with any identification we may require;
- (e) your right to occupy the Premises has ended and you are vacating the Premises; or
- (f) we're otherwise entitled or required to do so under any law (including the Energy Laws).

This is subject to relevant regulatory requirements, which include prohibitions on disconnection during certain periods or in certain other circumstances, and our obligation to give relevant warning notice requirements.

A disconnection charge may apply where the disconnection is the result of your actions. If you ask us to disconnect you, then we will notify you of the disconnection charge before disconnecting your supply. In such circumstances, you will not be charged for network charges after we disconnect your supply of electricity.

6.6 Reconnection

We will organise to reconnect your Premises if, within 10 business days of your Premises being disconnected:

- (a) you ask us to arrange for reconnection of your Premises;
- (b) you rectify the matter that led to the disconnection or have made satisfactory arrangements to rectify it; and
- (c) you pay any reconnection charge (if we ask you to do so).

If you don't meet those requirements within 10 business days of your Premises being disconnected, the supply of electricity under this Agreement will cease. In such circumstances, you will not be charged for network charges after we disconnect your supply of electricity.

6.7 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;
- (b) interfere or allow interference with any energy equipment that is at your Premises except as permitted by law;
- (c) use the energy supplied to your Premises or any energy equipment in a manner that unreasonably interferes with the connection or supply of energy to another customer or causes damage or interference to another person; or
- (d) tamper with, or permit tampering with, any meters or associated equipment.

If we consider, acting reasonably, that you have engaged in fraudulent or unlawful conduct in connection with this Agreement or the supply of energy to the premises, we may:

- (e) end this Agreement with immediate effect;
- (f) disconnect your premises where permitted under Energy Laws; and/or
- (g) cancel any services request made by you in connection with the supply of energy to the premises.

7. Credit checks & identity verification

7.1 Credit checks

You acknowledge and agree that:

- (a) we may, or one of our related bodies corporate (as defined in the *Corporations Act 2001 (Cth)*) (including EnergyAustralia Services Pty Ltd ABN 73 081 074 160) may carry out a credit check or credit assessment on you from time to time and use the personal information we obtain from the relevant CRB or other source of credit history, or personal information we derive from the information we obtain from the CRB or other source of credit history (collectively "credit eligibility information") for performing tasks that are reasonably necessary in processing your application for credit from us or in managing credit provided by us to you. In order to carry out a credit check, we or one of our related bodies corporate may disclose your personal information to third parties for the purposes of obtaining credit reporting information

about you. In accordance with relevant laws, we or one of our related bodies corporate may report an overdue payment to a CRB;

- (b) if we or one of our related bodies corporate conducts a credit check and the results are not satisfactory to us, we may end this Agreement immediately by notifying you prior to your supply start date; and
- (c) more information about credit checking is set out in the Credit Information Statement made by us and by EnergyAustralia Services (available on our website at energyaustralia.com.au) and the relevant section of our Privacy Policy (found at energyaustralia.com.au/privacy).

7.2 Identity verification

You agree that we may use the personal information you have provided to us to securely confirm your identity by checking it against official records in accordance with our collection notice (found at www.energyaustralia.com.au/Identity-verification-services).

8. Privacy

We'll comply with all relevant privacy legislation in relation to your personal information.

You consent to us using your personal information and sending you information in accordance with the seene Privacy Policy, as amended from time to time. This may include using your personal information in order to sell, deliver and market energy to you and for customer analysis purposes. We may also provide you with information on other products and services available to our customers, and you consent to us doing so for an indefinite period of time where permitted at law, and unless you advise us otherwise. Personal information is shared within seene's group of companies and disclosed to other service providers, including credit reporting bureaus, to the extent required to undertake these activities.

You can tell seene if you don't consent to its use of such information, or if you don't wish to receive such information, by calling seene on 1300 609 387.

You can also find our Privacy Policy at energyaustralia.com.au/privacy. If you have any questions, you can contact our privacy officer: The Privacy Officer, seene, Locked Bag 14060, Melbourne City Mail Centre 8001.

9. Events beyond our control

If an event or a circumstance occurs which is beyond our reasonable control, and prevents us from complying with any of our obligations under this Agreement, those obligations are suspended to the extent they are affected by the event.

10. Liability

10.1 All Customers

You acknowledge that it is the electricity distributor who supplies electricity to the building or complex, and not us, who is responsible for the physical supply of electricity to the building or complex and for the reliability and quality of the electricity

so supplied. Accordingly, we do not make any representations or warranties, and accept no liability, regarding the reliability or quality of that supply to the extent permitted by law.

Even for the supply to your Premises through the embedded network, the quality and reliability of that electricity supply is subject to a variety of factors beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the system, and the acts of other persons, including at the direction of a relevant authority.

We will not be liable for failure to supply electricity if the failure is due to:

- (a) events beyond our control; or
- (b) any loss or damage to equipment which may impact the supply or services provided except where the loss or damage is caused by us or our authorised representative.

10.2 Customers outside Victoria who export electricity to the grid

Unless we have acted in bad faith, in breach of this Agreement, or negligently, the Energy Laws exclude our liability for any loss or damage you suffer as a result of our total or partial failure to take supply of electricity from your Premises.

11. Amending this Agreement

We may vary this Agreement as permitted by the Energy Laws to reflect changes to laws, or if it is otherwise reasonably necessary to protect our legitimate business interests (including to achieve optimal business efficiency). We may do so where:

- (a) for any detrimental change, we give you at least 20 business days' notice of the variation; and
- (b) you accept the variation by not ceasing to buy electricity from us during that period in accordance with clause 2.2(b).

See clause 13 for details of how we will give you notice.

12. Retailer of last resort event

If we're 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're required under the Energy Laws 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.

13. Notices

You consent to giving and receiving notices electronically.

Notices and bills under this Agreement will be sent electronically or in writing. A notice or bill sent will be taken to be received by you or us (as relevant) on the date of transmission (unless the sender receives notice that delivery did not occur or is delayed).