

# Terms and Conditions

## 1. About this Agreement

### 1.1 Application of the Agreement

This Agreement for the sale of electricity applies between:

- (a) the owner or owners corporation or embedded network owner of your building or complex (as seller, referred to as “we” or “us”); and
- (b) the person or entity described in seene’s customer registration portal (as customer, referred to as “you”),  
if:
  - (c) you own or occupy premises (**Premises**) in a building or complex which has been established with an embedded network managed by seene; and
  - (d) either:
    - (i) you have entered your details into seene’s customer registration portal and accepted these terms and conditions, and your registration has been confirmed by seene; or
    - (ii) you have otherwise accepted these terms and conditions, such as through starting to receive a supply of electricity from us.

### 1.2 Role of seene

You acknowledge that seene acts as agent and facilitator for the on-selling of electricity to your Premises, but seene is not itself selling electricity to you. It is the owner or owners corporation or embedded network owner of your building or complex that is the seller under this Agreement with you, with seene administering this Agreement on its behalf.

### 1.3 Documents comprising the Agreement

This Agreement for the sale of electricity is comprised of:

- (a) these terms and conditions; and
- (b) all details and documentation presented or entered through seene’s customer registration portal, including:
  - (i) the Energy Plan Schedule (which sets out your rates and charges);
  - (ii) your details and the details of your Premises; and
  - (iii) the written disclosure statement.

We will send you copies of these documents in a welcome pack.

### 1.4 Definitions and interpretation

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, National Energy Retail Rules, and the Retail Exempt Selling Guideline, 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

We (that is, your building owner or owners corporation or embedded network owner) are permitted to sell you electricity (by on-selling electricity bought for the building or complex), but through a process of regulatory exemption rather than as a fully authorised (or licenced in Victoria) retailer. Accordingly, we are not subject to the same obligations as an Authorised Electricity Retailer, and therefore you do not receive the same protections as if you were purchasing from an Authorised Electricity Retailer. However, through the regulatory exemption process there are still obligations with which we must comply. For example, in states or territories in which the National Energy Customer Framework applies, we will comply with the applicable exemption conditions imposed by the Australian Energy Regulator (see <https://www.aer.gov.au/industry/retail/exemptions>). In Victoria, where the Electricity Retail Code of Practice applies, we will comply with the applicable exemption conditions imposed by the Essential Services Commission (see <https://www.esc.vic.gov.au/electricity-and-gas/licences-exemptions-and-trial-waivers/information-electricity-licence-exemptions-sellers-and-suppliers>).

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. However, it is the decision of Authorised Electricity Retailers to sell to customers in embedded networks. Your meter may need to be reconfigured to facilitate this. Contact us for more information about 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 seene. Usually this will be when you move into the Premises.

## 2.2 Cooling-off Period

You have the right to cancel this Contract within 10 business days after the later of the supply start date (as specified in clause 2.1) or the day on which you receive a copy of this Agreement. This is the **Cooling-off Period**.

You may cancel this Agreement within the Cooling-off Period even though you agreed to or accepted this contract.

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. If you do so, this Agreement will end immediately.

Upon request, we will provide you with a copy of our record of your cancellation at no charge.

## 2.3 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, through filling in and submitting to seene a Move-Out application. This 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 to seene a Move-Out application (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 2.4, 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.

- (e) Any rights or obligations that have already accrued under this Agreement are not affected by the end of supply to you under this Agreement.

## 2.4 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. Charges

### 4.1 Charges

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 required by the Energy Laws, we will give at least 5 business days' notice before the new or amended changes apply to you.

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.

See clause 14 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 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**

seene will, on our behalf, 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, on our behalf, 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.

### **5.3 Due date and late payment**

You are required to pay the bill by the due date listed on the bill. A late payment fee may apply in the event that you do not pay your bill by the due date.

### **5.4 Payment methods**

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

We will offer you at least two payment methods, including at least one which does not require internet access, in accordance with the Energy Laws.

### **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**

When you ask us, we must give you information about your billing history (consumption or export) 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 at least once before in the 12 months prior to your request.

## **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.

If you ask us to replace an estimated bill with a bill based on an actual meter read, but our prior attempt to read your meter was unsuccessful due to your act or omission, we will comply with the request but we may pass through to you any costs of obtaining an actual meter read.

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.

### **6.2 Faults and emergencies**

If you experience any service failure, please contact the faults and emergencies contacts displayed on the bill. If there is an outage within your building, we have a 24/7 fault number 1800 108 418.

### **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.

### **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, or by calling seene on 1300 609 387.

seene 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.

If the complaint 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 of occupation of 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 any obligation on us 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 from when 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 make arrangements to our satisfaction; 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 from when 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](http://energyaustralia.com.au)) and the relevant section of our Privacy Policy (found at [energyaustralia.com.au/privacy](http://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](http://www.energyaustralia.com.au/Identity-verification-services)).

## 8. Privacy

We'll comply with all relevant privacy legislation in relation to your personal information, and ensure that seene does so.

You consent to us and seene using your personal information and sending you information in accordance with seene's 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 or seene may also provide you with information on other products and services available to our customers. 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](http://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 or seene's 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 or seene, 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, neither we nor seene make any representations or warranties, and accept no liability, regarding the reliability or quality of that supply.

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.

Neither we nor seene will be liable for failure to supply electricity if the failure is due to:

- (a) events beyond our or seene's control; or
- (b) any loss or damage to equipment which may impact the supply or services provided and that is not due to our negligence.

### **10.2 Customers outside Victoria who export electricity to the grid**

Unless we or seene 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 achieve optimal business efficiency or protect our legitimate business interests. 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 2.3.

See clause 14 for details of how we will give you notice.

## **12. Transferring this Agreement: new building owner**

Where the ownership of the building or complex (not having an owners corporation) or the embedded network ownership is transferred to a new entity, and that entity becomes entitled to sell you electricity, you consent to our rights and obligations under this Agreement being transferred to that new owner, and us being released from any further obligations under this Agreement.

References to seene in this Agreement are references to The Embedded Networks Company Pty Ltd ABN 32 119 677 431 trading as 'seene' and will apply for as long as seene continues to act as our agent.

## **13. Retailer of last resort event**

If we're no longer entitled by law to sell energy to you due to an event that triggers the operation of the Retailer of Last Resort Scheme under the Energy Laws 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 retailer of last resort event and this Contract will come to an end.

## **14. 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 seene (as relevant) on the date of transmission (unless the sender receives notice that delivery did not occur or is delayed).