

Gas Cooktop Services

PREAMBLE

This Contract is a contract about the supply of gas cooktop services at your premises. This Contract is made up of these Contract Terms and Conditions and your Plan Details and any other terms and conditions provided (if applicable) (collectively referred to as “this Contract”).

This Contract is administered by a subsidiary of EnergyAustralia Pty Ltd, **The Embedded Networks Company Pty Ltd** trading as **seene** (ABN 32 119 677 431). More information about this Contract and other matters is on our website at www.seene.com.au.

1. THE PARTIES

This Contract is between:

EnergyAustralia Pty Ltd (ABN 99 086 014 968), who sells gas cooktop services to you at your premises (in this Contract referred to as “we”, “our” or “us”); and

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

This Contract is administered for us by seene.

2. DEFINITIONS AND INTERPRETATION

- (a) Terms used in this Contract have the same meanings as they have in the Energy Retail Code. However for ease of reference, a simplified explanation of some terms is given at the end of these Contract Terms and Conditions.
- (b) Where the simplified explanations given at the end of these Contract Terms and Conditions differ from the definitions in the Energy Retail Code, the definitions in the Contract prevail.
- (c) Definitions of the capitalised terms used in this Contract are also given at the end of these Contract Terms and Conditions.
- (d) A reference to a “clause” or “paragraph” in these Contract Terms and Conditions means a clause or paragraph of these Contract Terms and Conditions.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

- (a) These Contract Terms and Conditions set out the general terms and conditions of this Contract.
- (b) Your Plan Details sets out other terms and conditions of this Contract, including the tariffs and charges that apply to you under this Contract.

3.2 Application of these terms and conditions

These Contract Terms and Conditions apply to you if you own or occupy premises in a building or complex which has been established with an embedded network managed by scene.

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this Contract start?

This Contract starts on the Contract Start Date, which is the date you accept our market offer to supply gas cooktop services to you (before the relevant market offer expiry date):

- (a) by giving us your acceptance of the relevant market offer electronically by using scene's Online Registration Portal; or
- (b) in any other manner that is consistent with the Energy Retail Code.

However, gas cooktop service supply won't start until the Supply Start Date.

4.2 Cooling-Off Period

- (a) You have the right to cancel this Contract within 10 business days after the later of:
 - (i) the Contract Start Date; or
 - (ii) the day on which you receive a copy of this Contract and required information in accordance with the Energy Retail Code, referred to as the "Cooling-Off Period".
- (b) You may exercise your right to cancel this Contract within the Cooling-Off Period even though you agreed to or accepted this Contract.
- (c) You may cancel this Contract within the Cooling-Off Period by informing us either orally or in writing of your intention to cancel this Contract. If you do so, this Contract will end immediately.
- (d) Upon request, we will provide you with a copy of our record of your cancellation at no charge.

4.3 Start of gas cooktop service supply

The gas cooktop service supply to your premises will start on the date you nominate as your move-in date through the Online Registration Portal or otherwise as specified in your Plan Details.

4.4 Your right to end this Contract

- (a) In addition to your right to cancel this Contract under clause 4.2, you may end this Contract at any time after the end of the Cooling-Off Period by notifying us that you wish to end this Contract.
- (b) If you want to end this Contract because:
 - (i) you want to start taking a gas supply at your existing premises from a retailer – this Contract will end on the date on which a meter has been installed and your assigned meter identifier has established and transferred to your new retailer; or
 - (ii) you’re vacating your premises– this Contract will end on the date you have informed us that you are vacating the premises or a new person signs up to receive a gas cooktop service at the premises; or
 - (iii) you’re remaining at your premises but wish your gas cooktop service supply to be disconnected – this Contract will end 10 business days after the date of disconnection as provided for in clause 4.9(a)(vii); or
 - (iv) you want to start an entirely new Contract with us (rather than amend this Contract to reflect new arrangements) – this Contract will end on a date that we both agree.

4.5 Final meter read at premises

Not applicable to gas cooktop services.

4.6 Vacating your premises

If you’re vacating your premises, you must notify us of the date that you are vacating the premises.

4.7 Moving premises

- (a) If you’re moving premises, you will not be able to transfer this Contract with you. However, you can contact us to find out whether we have plans available at your new premises.

4.8 Credit checks / assessments

You acknowledge and agree that:

- (a) EnergyAustralia Services Pty Ltd ABN 73 081 074 160 (EA Services), or one of our related bodies corporate, may carry out a credit

check or credit assessment on you from time to time and use the personal information it obtains from the relevant credit reporting bureau (CRB), or personal information it derives from the information it obtains from the CRB (collectively “credit eligibility information”) for performing, on our behalf, 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, EA Services may disclose your personal information to a CRB for the purposes of obtaining credit reporting information about you. In accordance with relevant laws, EA Services may report an overdue payment to a CRB.

- (b) If EA Services conducts a credit check and the results are not satisfactory to us, we may end this Contract immediately by notifying you within the Cooling-Off Period.
- (c) More information about credit checking is set out in the Credit Information Statement made by us and by EA Services (available on our website at energyaustralia.com.au) and the relevant section of our Privacy Policy (as set out in Part 4 to this Contract, and as amended from time to time hereafter).

4.9 When does this Contract end?

- (a) This Contract ends:
 - (i) if clause 4.2 applies (Cooling-Off Period) – as set out in that clause; or
 - (ii) if clause 4.4 applies (Your right to end this Contract) – as set out in that clause (whether or not you give us the necessary notifications under that clause); or
 - (iii) if clause 4.8(b) applies (unsatisfactory credit check) – as set out in that clause; or
 - (iv) if clause 25 applies (Retailer of Last Resort Event) – as set out in that clause; or
 - (v) if:
 - (A) the premises are disconnected (other than where we choose to disconnect after you leave the premises and clause 4.4(b)(ii) applies); and
 - (B) you haven’t met the requirements in the Energy Retail Code for reconnection,
 - at the end of the period of 10 business days from the date of disconnection; or
 - (vi) on a date or event specified in your Plan Details; or

(vii) if we both agree to a date to end this Contract – on the date that is agreed, referred to as the “Contract End Date”.

(b) Rights and obligations accrued before the end of this Contract continue despite the end of this Contract, including any obligations to pay amounts to us. We may issue bills to you after the Contract End Date for gas cooktop service supply and other services provided up until the Contract End Date.

5. PLAN TYPE AND ELIGIBILITY REQUIREMENTS

Not applicable to gas cooktop services.

6. THE BENEFIT PERIOD

Not applicable to gas cooktop services.

7. EXIT FEE

(a) If provided for in your Plan Details, you must pay one or more exit fees if you end this Contract and as a result the Contract End Date is during the Exit Fee Term. The amount of any exit fees will be specified in your Plan Details.

(b) An exit fee won't apply in any of the following circumstances:

(i) if you end this Contract during the Cooling-Off Period in accordance with clause 4.2; or

(ii) if you end this Contract in accordance with clause 11.2(d).

(c) We may also waive an exit fee at our discretion depending on the circumstances.

8. SCOPE OF THIS CONTRACT

8.1 What is covered by this Contract?

(a) Under this Contract we agree to supply you gas cooktop service at your premises. We also agree to meet other obligations set out in this Contract and to comply with any relevant laws.

(b) In return, you agree:

(i) to be responsible for charges for gas cooktop service supplied to the premises until this Contract ends under clause 4.9 even if you vacate the premises earlier; and

(ii) to pay the amounts billed by us under this Contract; and

(iii) to meet your obligations under this Contract and the gas cooktop service laws.

8.2 What is not covered by this Contract?

This Contract doesn't cover the physical connection of your premises to the embedded network or a distribution system, including the maintenance of that connection and the supply of gas cooktop service to your premises, or the installation and maintenance of your gas cooktop appliance. This is the role of your owners corporation or distributor (as the case may be).

9. YOUR GENERAL OBLIGATIONS

9.1 Full information

You must give us any information we reasonably require for the purposes of this Contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

9.2 Updating information

You must tell us promptly if:

- (a) information you've provided to us changes, including if your billing address changes or if your use of gas cooktop service 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 metering services at the premises.

9.3 Life support equipment

- (a) If a person living at your premises requires life support equipment, you must register the premises with us or your distributor. To register, you'll need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises.
- (b) You must tell us or your distributor if the life support equipment is no longer needed at the premises.
- (c) If the premises are registered as having life support equipment, we must give you:
 - (i) general advice relating to the retailer planned interruption to the supply of electricity to the premises;
 - (ii) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises; and
 - (iii) an emergency telephone contact number.

9.4 Obligations if you are not an owner

If you can't meet an obligation relating to your premises under this Contract because you're not the owner you won't 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.

10. OUR LIABILITY

- (a) The quality, pressure and continuity of your gas cooktop service is subject to a variety of factors that are beyond our control. These include accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the embedded network and/or 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 gas cooktop service, its quality, fitness for purpose or safety, other than those set out in this Contract.

11. PRICE FOR SERVICES

11.1 What are our tariffs and charges?

- (a) Our tariffs and charges for the sale of gas cooktop service to you under this Contract are set out in your Plan Details. You agree to pay these tariffs and charges.
- (b) The amount we charge you for the gas cooktop service used at your premises is generally made up of a fixed daily charge as specified in your Plan Details, unless your Plan Details contains a different pricing structure. You agree that the gas cooktop service will not be metered at your premises and acknowledge that the fixed charge is calculated by reference to the total amount of gas that we reasonably estimate will be consumed at your building or complex that is reasonably attributable to gas cooktops and communal gas installations by all owners and occupants of the building or complex and allocated to you.
- (c) In addition to the amount referred to in paragraph (b), the tariffs and charges that you're required to pay may include any or all of the following:
 - (i) exit fees (see clause 7); and
 - (ii) late payment fees (see clause 13.4); and
 - (iii) merchant service fees (see clause 13.5); and
 - (iv) fees for dishonoured payments (see clause 13.6); and
 - (v) not used; and

- (vi) connection, disconnection or reconnection fees; and
- (vii) any other fees imposed by your owners corporation or distributor due to something specific to your needs (this doesn't include ordinary charges for the use of the networks in order to supply gas cooktop service to you, which are already included in the tariffs and charges under this Contract); and
- (viii) any other fees set out in your Plan Details; and
- (ix) fees for any other goods or services required, or requested by you, on a case-by-case basis (whether or not the fee is specifically set out in the Plan Details).

11.2 Changes to tariffs and charges

- (a) We may vary the tariffs and charges set out in your Plan Details, or introduce new tariffs and charges, to reflect any increase in our direct or indirect costs or to allow us to fully recover our direct or indirect costs relating to any one or more of the following:
 - (i) us purchasing gas in order to supply the gas cooktop service to you, including managing or minimising our price risk;
 - (ii) other costs that we incur in order to sell gas cooktop services to you at the premises, including in relation to networks, metering, our liability under environmental schemes, and unaccounted for gas; and
 - (iii) the imposition of a new law, regulatory requirement or Tax, a change to a law, regulatory requirement or Tax, a change to the interpretation of a law or regulatory requirement or a change to the basis for imposing or calculating any Tax.
- (b) We may also vary the tariffs and charges set out in your Plan Details, or introduce new tariffs and charges, for any reason other than those set out in clause 11.2(a).
- (c) We'll give you notice of any variations to tariffs and charges that affect you as soon as practicable, and in any event no later than your next bill (unless a longer period is required under the Energy Retail Code or other applicable law).
- (d) If we vary tariffs and charges or introduce new tariffs and charges in accordance with clause 11.2(b), and you notify us that you wish to end this Contract in accordance with clause 4.4(a) within 20 business days after the date that you receive our notice of variation, then this Contract will end in accordance with clause 4.4; and (iv) we'll waive any exit fee that would otherwise apply.

11.3 Pro rata calculations

- (a) If a tariff applying to you changes during a billing cycle, we may calculate your next bill on a proportionate basis or as otherwise provided for in the gas cooktop service laws.
- (b) We may also calculate your bills on a proportionate basis in other appropriate circumstances, such as where supply starts or ends during a billing cycle.

11.4 GST

- (a) Amounts specified in your Plan Details from time to time and other amounts payable under this Contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) Where an amount paid by you under this Contract is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

12. BILLING

12.1 General

We'll send a bill to you as soon as possible after the end of each billing cycle. We'll send the bill to you electronically and the bill may be viewed through the scene customer portal. We will also send bills by post if requested through the scene customer portal.

12.2 Calculating the bill

Unless otherwise agreed, the bill we send to you (“your bills”) will be calculated in the manner specified in the Plan Details and this Contract.

12.4 Your historical billing information

When you ask us, 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) 4 times in previous 12 months, where this contract relates to electricity; or
- (b) in the previous 12 months, where this contract relates to gas.

13. PAYING YOUR BILL

13.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (“the pay-by date”) on the bill.

13.2 Issue of reminder notices

If you haven't paid your bill by the pay-by date, we'll send you a reminder notice that payment is due and must be paid. The reminder notice will give you a further due date for payment that will be not fewer than 6 business days after we issue the notice.

13.3 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We'll provide you with information about payment options.
- (b) If you're 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're not obliged to do so if you've 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 gas cooktop service in the previous 2 years.
- (c) Additional protections may be available to you under our Customer Hardship Policy and under the Energy Retail Code if you're a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

13.4 Late payment fees

- (a) If set out in your Plan Details, we may require you to pay a late payment fee if you haven't paid the full amount of a bill by the pay-by date (unless we're prohibited by gas cooktop service laws from asking you to do this).
- (b) The amount of the late payment fee is specified in your Plan Details.

13.5 Merchant service fees

A merchant service fee may be applicable to particular methods of paying your bills. If a merchant service fee is applicable it will be set out in your Plan Details or we'll give you prior notice that such a fee is to apply.

13.6 Fees for dishonoured payments

If, due to fault by you, your payment is dishonoured or reversed and it results in us incurring a fee, we may recover the amount of this fee from you.

14. METERS

Not applicable to gas cooktop services.

15. UNDERCHARGING AND OVERCHARGING

15.1 Undercharging

- (a) If we've undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
 - (i) we won't charge interest on the undercharged amount; and
 - (ii) we'll offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if fewer 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.

15.2 Overcharging

- (a) Where you've been overcharged by less than \$ 50.00 (or such other amount as the Essential Services Commission determines under the Energy Retail Code from time to time), and you've already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you've been overcharged by \$50.00 (or such other amount as the Essential Services Commission determines under the Energy Retail Code from time to time) or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you've already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we'll comply with that request.
- (c) If you've stopped buying gas cooktop service from us, we'll use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) If you've 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.

15.3 Reviewing your bill

- (a) If you disagree with the amount you've been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.

16. SECURITY DEPOSITS

16.1 Security deposit

If we ask you to provide a security deposit, you must pay the security deposit when we ask you to do so. The circumstances in which we can ask for a security deposit are governed by the Rules.

16.2 Interest on security deposits

Where you've paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Rules.

16.3 Use of a security deposit

We may use your security deposit and any interest earned to offset any amount you owe under this Contract.

17. DISCONNECTION OF SUPPLY

17.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Energy Retail Code, we may arrange for the disconnection of your premises if:

- (a) you don't pay your bill by the pay-by date and, if you're a residential customer, you:
 - (i) fail to comply with the terms of an agreed payment plan; or
 - (ii) don't agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement; or
- (b) you don't provide a security deposit that we're entitled to ask from you; or
- (c) you don't 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 14 or any requirements under the gas cooktop service laws; or
- (e) there has been illegal or fraudulent use of gas cooktop service at your premises in breach of clause 19; or
- (f) we're otherwise entitled or required to do so under the Rules or by law.

17.2 Notice and warning of disconnection

- (a) 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 don't have to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of gas cooktop service at your premises or where there is an emergency or health and safety issue).

17.3 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 2.00pm if you're a residential customer whose premises are located in Victoria); 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're being disconnected under clause 17.1(a), 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're in breach of the relevant clause of your customer connection contract that deals with interference with gas cooktop service equipment; or
 - (v) if you ask 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.

18. RECONNECTION AFTER DISCONNECTION

- (a) We must arrange for the reconnection of your premises if, within 10 business days of your premises being disconnected:
 - (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 we ask you to do so).

- (b) If you don't meet the requirements in paragraph (a) within 10 business days of your premises being disconnected, this Contract ends in accordance with clause 4.9(a)(vii).

19. WRONGFUL AND ILLEGAL USE OF ENERGY

You must not, and must take reasonable steps to ensure others don't:

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

20. NOTICES AND BILLS

- (a) Notices and bills under this Contract must be sent in writing, unless this Contract or the Energy Retail Code say otherwise.
- (b) If you've provided your consent in accordance with the Energy Retail Code (either at the time of entering into this Contract or at a later stage) to receive notices and bills electronically, we may send notices and bills under this Contract to you electronically.
- (c) A notice or bill sent under this Contract 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.
- (d) 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.

21. PRIVACY ACT NOTICE

- (a) We'll comply with all relevant privacy legislation in relation to your personal information. Our Privacy Policy is included with this Contract at Part 4.
- (b) You consent to us using your personal information and sending you information in accordance with our Privacy Policy, as amended from time to time. This may include using your personal information in order to sell, deliver and market gas cooktop service to you and for customer analysis purposes. We may also provide you with information on other products and services available to our customers. Personal information is shared within our group of companies and disclosed to other service providers, including credit reporting bureaus, to the extent required to undertake these activities. By entering into this Contract you also authorise your distributor to release to us previous gas cooktop service usage data for your premises.
- (c) You can tell us if you don't consent to our use of such information, or if you don't wish to receive such information, by calling us on 1300 609 387.
- (d) You can also find our Privacy Policy on our website. If you have any questions, you can contact our privacy officer The Privacy Officer, EnergyAustralia Locked Bag 14060, Melbourne City Mail Centre 8001.

22. COMPLAINTS AND DISPUTE RESOLUTION

22.1 Complaints

- (a) If you have a complaint relating to the sale of gas cooktop service by us to you, or this Contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.
- (b) If you have a query, a complaint or dispute, contact us on 133 466 or through seene on 1300 609 387.

22.2 Our obligations in handling complaints

- (a) If you make a complaint, we must handle your complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website. We'll provide a copy of our standard complaints and dispute resolution procedures to you on request.
- (b) We must respond to your complaint within the required time frames set out in our standard complaints and dispute resolution procedures and inform you:
 - (i) of the outcome of your complaint and the reasons for our decision; and

- (ii) that if you're not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman.

23. FORCE MAJEURE

23.1 Effect of force majeure event

If either party to this Contract can't meet an obligation under this Contract 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.

23.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we'll 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.

23.3 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.

23.4 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.

24. APPLICABLE LAW

This Contract is governed by the laws in force in the State or Territory in which your premises are located.

25. RETAILER OF LAST RESORT EVENT

If we're no longer entitled by law to sell gas cooktop service 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 Contract will come to an end.

26. GENERAL

26.1 Our obligations

Some obligations placed on us under this Contract may be carried out by another person (including seene). If an obligation is placed on us to do something under this Contract, then:

- (a) we're taken to have complied with the obligation if another person (including seene) does it on our behalf; and
- (b) if the obligation isn't complied with, we're still liable to you for the failure to comply with this Contract.

26.2 Amending this Contract

- (a) We may amend this Contract (including any or all of these Contract Terms and Conditions and your Plan Details) from time to time to:
 - (i) reflect any laws, codes, regulatory guidelines or instructions by the relevant regulator that are amended or introduced after this Contract commences; and
 - (ii) make variations to this Contract that are reasonably necessary to achieve optimal business efficiency and performance or to protect our legitimate business interests.
- (b) If we amend this Contract we'll give you notice of the changes, following which the amended terms set out in the notice will form part of this Contract.
- (c) You consent to us amending this Contract by notice and you agree to comply with this Contract as amended by that notice.
- (d) We won't amend this Contract so that it is inconsistent with any applicable energy laws.

27. EXPLANATION OF TERMS

27.1 Simplified explanation of terms defined in the National Energy Retail Law and the Rules

billing cycle means the regular recurrent period for which you receive a bill from us;

business day means a day other than a Saturday, a Sunday or a public holiday;

customer means a person who buys or wants to buy gas cooktop service from a retailer;

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you don't have an existing connection) for your premises;

disconnection means an action to prevent the flow of gas cooktop service to the premises, but does not include an interruption;

distributor means the person who operates the system that connects the embedded network within your building or complex or your premises to the distribution network (as the case may be);

emergency means 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 means electricity or gas;

force majeure event means 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))*;

meter includes the metering installation;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

residential customer means a person who purchases gas cooktop service principally for personal, household or domestic use at their premises;

retailer means a person who is authorised to sell energy to customers;

retailer planned interruption means an interruption that:

- (a) is for the purposes of the installation, maintenance, repair or a replacement of your electricity meter;
- (b) does not involve the distributor effecting the interruption; and
- (c) is not an interruption which has been planned by your distributor.

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules;

small customer means:

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the *Gas Industry Act 2000 (Vic)*; and

27.2 Definitions of capitalised terms

Contract means your contract with us that is made up of these Contract Terms and Conditions, and your Plan Details;

Contract End Date means the date on which this Contract ends as determined under clause 4.9;

Contract Start Date is the date on which this Contract starts as determined under clause 4.1;

Cooling-Off Period is defined in clause 4.2;

Energy Ombudsman means, if you're a customer with premises in:

- (a) the State of New South Wales – Energy and Water Ombudsman (NSW) Limited ACN 079 718 915; or
- (b) the State of Victoria – Energy and Water Ombudsman (Victoria) Limited ACN 070 516 175; or
- (c) the State of Queensland – the energy ombudsman established under Part 2 of the *Energy Ombudsman Act 2006* of Queensland; or
- (d) the State of South Australia – Energy Industry Ombudsman (SA) Limited ACN 089 791 604; or
- (e) the State of Tasmania – the Ombudsman referred to in the *Energy Ombudsman Act 1998* of Tasmania, being the Ombudsman within the meaning of the *Ombudsman Act 1978* of Tasmania; or
- (f) the Australian Capital Territory – the ACT Civil and Administrative Tribunal established under section 88 of the *ACT Civil and Administrative Tribunal Act 2008* of the Australian Capital Territory;

Plan Details means the document titled “Plan Details” (or similar) setting out the details of your request for supply, including your product, Benefits, tariffs and charges;

Exit Fee Term is the same as the Benefit Period unless otherwise specified in your Plan Details;

MJ stands for megajoule and is the unit of measurement for your gas bill;

Online Registration Portal means our internet-based process for the acceptance of relevant offers and managing your gas cooktop services account;

Supply Start Date means the date we start supplying gas cooktop service to your premises as determined under clause 4.3;

Tax means any present or future taxes, excise, levies, imposts, deductions, charges, withholdings or duties other than income tax, fines or penalties, imposed by any government or any governmental or semi-governmental body;

TJ stands for terajoule and is a unit of measurement that applies to gas; and

PART 3: PRIVACY POLICY

Protection of your privacy

This Privacy Policy and Credit Reporting Policy applies to all of the activities of the EnergyAustralia group of companies operating in Australia (including the Embedded Networks Company Pty Ltd, trading as scene) (referred to as 'us'/'our'/or 'we'). It describes how we manage personal information and how we handle credit-related personal information. Our Website Policy (set out below) also describes how we deal with certain information collected through our website.

This policy was last updated on 7 September 2017.

Privacy Policy

We are committed to respecting your privacy and protecting your personal information in accordance with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). This privacy policy explains how we deal with your personal information and how to contact us if you have queries about our management of your personal information. By providing us with your personal information (including your sensitive information), you consent to the collection, use, disclosure and storage of that personal information as set out in this Privacy Policy. This privacy policy does not cover personal information collected or held by EnergyAustralia about its employees.

We may revise this policy from time to time. When we revise this policy, we will publish the revised version on our website.

What kinds of personal information do we collect?

'Personal information' is information or an opinion, in any form (whether true or not), about an identified individual or an individual who is reasonably identifiable.

The kinds of personal information we collect and hold about you will depend on the circumstances of collection, including whether we collect the information from you as a customer, supplier, stakeholder, job applicant or in some other capacity.

For example, if you are a customer or a potential customer, we may collect your name, address, telephone number, date of birth, other forms of identification and information about your financial circumstances, credit worthiness, credit history and the conduct of your account, information in forms you submit (including on-line enquiry or complaint forms), payment details (including metering data). We may also collect sensitive information about you (see Do we hold sensitive information about you?). If you deal with us in some other capacity (for example, as a community representative or other stakeholder), we may collect your name, contact details and any other information you choose to provide to us.

If we're unable to collect your personal information, we may not be able to provide you with our products or services or do business with you or the organisation with which you are connected.

If you provide us with personal information about another person (e.g. about your authorised representatives or other people residing at your premises), please make sure that you tell them about this privacy policy, and obtain their consent before providing us with their personal information.

How do we collect your information?

We may collect personal information in a variety of ways, including from you directly (including when you interact with us in writing, electronically, via telephone or via social media websites), when you visit our website or other online services (including when you submit a quote or contact form or, in the case of job-seekers, when you register a public profile on an online job board), when you participate in our events or promotions, from third party introducers such as energy comparators, sales partners and resellers, when we supply products or services to you, from credit reporting bureaus, and from public sources of information and marketing and similar lists which are legally acquired by us.

We may also obtain information from other energy retailers (for example if you move to us from that retailer), your energy distributor or the energy market operator relating to energy usage or previous energy usage at your premises, as well as from suppliers of equipment which we install or connect to the network for you, from our sales agents and resellers, and from our related entities and commercial partners and other third parties, such as builders and real estate agents, who advise us of the details of new energy users at a particular premises. At all times the collection of this information is obtained by lawful means in a manner that respects your privacy.

We may also collect information (including detailed energy data) about your use of products and services (whether those products and services are supplied by us or through our sales agents and resellers) through means such as smart meter devices and other products and solutions. These devices may allow us to remotely collect and provide you with detailed data regarding energy usage and usage times. This gives you and us the ability to monitor your usage and compare usage with other premises, make forecasts, track trends and environmental impacts, and identify product and service improvements. We may also give you the ability from time to time to connect 'smart' or internet-enabled appliances to provide you and us appliance-specific usage data.

How do we use your information?

Your privacy is respected, and we do not sell, rent or trade your personal information.

We collect, hold, use and disclose personal information for a variety of purposes to effectively conduct our business, including to:

- supply our customers with products and services, including energy use management tools, and to administer and manage

the supply of products and services (including billing and collecting debts)

- provide our customers and prospective customers with information about us, products and services, products and services offered by our related entities, including how use of our products or services can be improved
- understand and analyse our customers' energy needs, usage and consumption
- to verify your identity and personal information and help ensure our customer records are current and accurate
- identify customers that might be suitable candidates for certain pilot and trial programs
- ensure safety at our sites
- conduct research and development (including surveys) to improve our products and offerings
- conduct appropriate checks for credit-worthiness and for fraud if you have credit with us
- comply with our legal and regulatory obligations
- manage our relationships with our suppliers and stakeholders
- to consider job applicants for current and future employment.

We may also use your information for other purposes required or authorised by or under law (including purposes for which you have provided your consent).

We may also use and disclose de-identified customer usage data for a range of purposes, including network planning and product and service development and improvement.

To help us carry out these activities, from time to time we disclose personal information to other persons including:

- our contractors, suppliers, agents, related entities and partners who assist us to provide products and services and to administer, manage and improve our business, including companies that provide products and services based on smart meter data and companies who manage the distribution of energy
- service providers who provide installation, maintenance, meter reading and other services related to metering
- companies in the EnergyAustralia group of companies (including our parent company CLP, located in Hong Kong)
- credit providers and agencies

- debt buyers
- relevant loyalty and rewards program partners
- consumer finance providers
- corporate finance and banking providers
- organisations with whom we have commercial arrangements
- government and regulatory authorities (as required or authorised by law)
- our professional advisors (such as auditors and lawyers)
- organisations that assist us to conduct research or analyse data, including undertaking customer segmentation for marketing purposes.

We will take reasonable steps to ensure that these third parties are bound by privacy obligations in relation to your personal information. Some of our contractors and suppliers to whom your personal information may be disclosed are located overseas, including in India, New Zealand, China, Hong Kong, Singapore, Malaysia, the Philippines, UK and the US. These countries may change from time to time.

How do we store your information?

We may store your information in hardcopy and/or in electronic form on computer servers that are located in Australia and in some instances overseas. We take steps to protect the personal information we hold from misuse, interference and loss, and from unauthorised access, modification or disclosure. For example, we have implemented technology controls and organisational processes to assist us to protect your personal information, including having in place confidentiality obligations for employees and contractors, as well as implementing document storage security policies, systems and site access restrictions.

Our websites also have security systems in place, including the use of firewalls and data encryption. We also take care to store your information in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure.

However, no data transmission over the internet can be guaranteed to be 100 per cent secure. While we strive to protect your personal information, it is not possible to guarantee or warrant the security of information sent over the internet. Once we receive your information, we endeavour to ensure its security on our systems. If you are concerned about internet security, you can contact us by telephone, email or post. However, we may send information within EnergyAustralia (including to third party service providers), including over the internet.

Do we provide you with information about products and services?

If you are a customer or a potential customer, we may use your personal information to provide you with information on products, services and offers (from us, our related companies or companies that we have partnered with) that we believe may be relevant to you or that you would be interested in, even after you cease acquiring products or services from us, and you consent to us doing so for an indefinite period of time unless you advise us otherwise. You can opt out of receiving marketing at any time (see below).

You consent to us sending you the information by direct mail, email, telephone, mobile apps and SMS/MMS, unless and until you tell us not to contact you in these ways.

How can you opt out of receiving information about products and services?

How to opt out of receiving marketing communications

You can opt out of receiving marketing communications in any of the following ways:

- by sending an email to marketingoptout@energyaustralia.com.au* (not applicable for seene customers)
- by calling the relevant customer service team:

EnergyAustralia

Phone: 133 466 (Monday - Friday, 8am - 6.30pm AEST)

seene

Phone: 1300 609 387 (Monday - Friday, 9am - 5pm AEST)

- in writing addressed to:

Attention: The Privacy Officer

EnergyAustralia/seene

Locked Bag 14060

Melbourne City Mail Centre 8001

* Please note this email address should only be used for sending marketing opt out requests. All other enquiries should be sent using the relevant online form or by contacting us via telephone.

In some circumstances, we may need to contact you to obtain additional information, to verify your identity or to clarify your request.

Information required to opt out of receiving marketing communications

Please let us know whether you wish to opt out of all marketing communications or marketing communications by specific contact channel(s). You may opt out of receiving marketing communications by:

- Direct Mail

- Email
- Telephone
- SMS/MMS
- All Channels

Please provide your contact details for each of the channels you wish to stop getting marketing communications through. Note: these details are used to ensure you are not included in direct marketing lists, so please make sure your information is complete and accurate.

If you are a customer, please provide your customer or account numbers so that your request can be confirmed against your customer details.

How do we make sure the information we hold about you is current?

We take reasonable steps to ensure that the personal information we collect, use and disclose is accurate, up to date, complete and relevant.

If you are a job seeker and would like to update your job seeker profile or no longer wish to appear in our list of active job seekers, you can email us at careers@energyaustralia.com.au

Do we hold sensitive information about you?

We will only collect sensitive information about you with your consent (unless we are otherwise allowed or required by law to collect that information). Sensitive information includes information about your health, your race or ethnic origin and religious beliefs.

We may ask you (or you may otherwise wish) to provide us with sensitive information about you from time to time. This might include health information, such as information about a person's physical, mental or psychological health or disability or information required to determine your eligibility for specific discounts, services or treatment (eg eligibility for our hardship program).

Some energy industry laws require us to collect your health information in certain circumstances. For example, we need to keep a record of information you provide us where you have particular energy requirements due to special medical needs or where you wish to apply for a government concession available in relation to special medical needs. If you or someone living at your premises requires life support equipment, you should tell us (and provide confirmation from a medical practitioner) so that we may register your premises as having life support equipment, in which case certain restrictions on disconnecting your premises will apply.

The consequences of not providing us with health information will depend on the purpose for which it would have been collected. For example, where the information is required to obtain a government concession, we will not be able to process your application for that concession, or where the information

is required to register that someone at your premises uses life support equipment, we do not have to register your premises, and power to your premises may be disconnected by your distributor (which may affect the operation of that equipment).

We may disclose your health information to your distributor or, in some circumstances, field vendors for several purposes (see How we use your personal information above).

Do we record your phone calls to us?

Yes, we record and monitor phone calls for training, service quality control and compliance purposes.

How can you correct your information?

Please let us know if the personal information we have about you is inaccurate, incomplete or out of date and we will take reasonable steps to correct it, including any information relating to credit.

How can you get access to your information?

You may request details of the personal information, including information related to credit, we hold about you and we will generally provide you with access subject to some exceptions permitted by law. For example, if providing this access may disclose information about another person, or may disclose commercially sensitive information, we may need to refuse to grant you access. Details about how to contact us are at the end of this document.

Charges may apply to cover the cost of us accessing and providing you with this information. If we cannot provide you access, we will provide a statement of our reasons.

Credit Reporting Policy

This Credit Reporting Policy applies to EnergyAustralia Pty Ltd ABN 99 086 014 968 (EA) and EnergyAustralia Services Pty Ltd ABN 73 081 074 160 (EA Services). EA Services is a related body corporate of EA.

EA Services provides services to EA, including performing, on behalf of EA, tasks that are reasonably necessary in processing an application for credit made to EA or in managing credit provided by EA. Both EA and EA Services are referred to collectively and individually as “we” and “our” and “us” in this section of the privacy policy.

When you enter into a contract with EA, EA Services will collect and hold your name, address, date of birth and driver’s licence number. EA Services may disclose this information to Equifax Australia and/or Dun & Bradstreet which are Credit Reporting Bureaus (CRBs) if EA Services decides to do a credit check or credit assessment on you from time to time. You may contact the relevant CRB to obtain its policy on how it manages your credit-related personal information using the contact details below:

**Equifax Australia Information Services and Solutions Pty Limited
(formerly known as Veda)**

Phone: 138 332

Mail: Attention: Public Access Division
Equifax Australia
PO Box 964
North Sydney NSW 2059
Email: membership.queryau@equifax.com
Web: www.mycreditfile.com.au

Dun and Bradstreet (Australia) Pty Ltd

Phone: 1300 734 806

Mail: Attention: Public Access Centre
Dun & Bradstreet Australia
PO Box 7405
St Kilda Rd VIC 3004
E-mail: PACAustral@dnb.com.au
Web: www.checkyourcredit.com.au

The detailed credit reporting information received back from a CRB (including credit scores) and any information derived from the credit check (collectively, “credit eligibility information”) will be accessible only by a dedicated “credit team” employed by EA Services, and may be used by that team to manage your credit.

If you believe on reasonable grounds that you have been or are likely to be a victim of fraud, you can request CRB not to use or disclose credit reporting information about you. In addition, you can request the CRB not to use your credit reporting information for the purposes of pre-screening of direct marketing by a credit provider.

The CRB may include information that EA Services provides to the CRB in reports that the CRB provides to other credit providers to assist them to assess your credit worthiness.

If EA Services does a credit check on you from time to time with a CRB, the CRB will generate a credit score for you and make this available to EA Services. EA Services will use this information from time to time to help us assess your credit worthiness, including by updating our own credit score for you.

If you become our customer, your “credit eligibility information” as described above will be stored in the secure location that is only accessible by the dedicated “credit team” employed by EA Services. However, the identification information we collected from you (that is, your name, address, date of birth and driver’s licence number) will be held in our customer database.

Some of our contractors to whom the identification information in our customer database may be disclosed are located overseas, including in India, New Zealand, China, Hong Kong, Singapore, Malaysia, the Philippines, UK and the US.

If you don't become our customer, your identification information will be held in our quotes database until such time as it is destroyed.

If, after reasonable follow up, you do not pay any outstanding amounts owed by you to us EA Services may supply the CRB with this information along with relevant personal information. This may include:

- identification information about you
- the fact that you have applied for credit and we are a credit provider to you
- advice about payments more than 60 days overdue which are 'in collection' that we are permitted to report to the CRB
- that, in our opinion, you have committed a serious credit infringement
- that credit provided to you has been paid or otherwise discharged

Notification to the CRB that any of your outstanding payments are no longer overdue will only be made following payment of the outstanding amount including any accrued interest.

You're entitled to access and seek the correction of the credit-related personal information that we hold. If you have a complaint about the handling of your credit-related personal information you can contact our Privacy Officer.

What if you disagree with our decision?

Where we make a decision about you or affecting you, you may ask us to explain the basis on which that decision was made, and you may ask to see the personal information (if any) on which our decision is based (*see How can you get access to your information?*).

EnergyAustralia Website Policy

Cookies

Like many companies, the EnergyAustralia Group ('we') operate a range of online services to provide information and services such as website, mobile apps, email and social media profiles, which may use 'cookie' technology. 'Cookies' are small text files a website can use to recognise repeat users, store registration data, facilitate the user's ongoing access to and use of the website, allow a website to track usage behaviour and compile aggregate data that will allow content improvements.

Cookies are not programs that come onto your system and damage files. In some cases, cookies may collect and store personal information about you and, if that is the case, we will extend the same privacy protections to that information as we do to other personal information we collect about you.

You can disable cookies or be warned when cookies are being used by adjusting your internet browser settings. However, disabling cookies may mean that you are not able to access parts of our website or to take advantage of the improved user experience that cookies can help provide.

Visiting our website

When you visit our website or use other online services, in addition to any personal information you submit (e.g. for a quote or in a contact form), a record of your visit will be recorded.

This record may include the following types of information:

- your server address
- your top level domain name (e.g. .gov, .au)
- the date and time of the visit
- pages accessed and documents downloaded
- the address of any website that linked you directly to our site
- when you email us we will record your email address

Third party websites

Our website may contain links to third party websites. We are not responsible for the content and the privacy practices of third party websites and do not endorse or authorise their content.

You should familiarise yourself with each website's privacy policy and make your own decision about providing personal information when visiting those sites.

Can the ways in which we use your information and the conditions of use be changed?

Periodically we will update this privacy policy to reflect changes to privacy legislation, technological changes, company policy and customer feedback. You should refer to our website from time to time to view the current version of this privacy policy.

What if you have a complaint?

Please contact the Privacy Officer using the details below if you have any concerns or complaints about the way we have collected or handled your personal information (including in relation to credit). We will investigate your complaint and respond to you in writing within 30 days. For complaints specifically related to credit, we will also provide you in writing, within 7 days, an acknowledgement that your complaint has been received, setting out how it will be dealt with by us. If you are not satisfied with our response, you can contact us to discuss your concerns or lodge a complaint with the Australian Information Commissioner (www.oaic.gov.au).

How to contact us

You can contact us using the details below to:

- arrange access to or the correction of, personal information about you
- request a hardcopy of this privacy policy
- enquire generally about privacy matters (including in relation to credit)
- discuss any issues relating to our privacy policy (including in relation to credit)

Mail: Attention: The Privacy Officer
EnergyAustralia/seene
Locked Bag 14060
Melbourne City Mail Centre 8001

EnergyAustralia
Email (enquiries): enq@energyaustralia.com.au
Email (complaints): resolutions@energyaustralia.com.au

seene

Phone: 1300 609 387 (Monday - Friday, 9am - 5pm AEST) Email:
hello@seene.com.au

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EnergyAustralia Pty Ltd
ABN 99 086 014 968

EnergyAustralia
Locked Bag 14060
Melbourne City Mail Centre
Victoria 8001

energyaustralia.com.au

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