



Next Business Energy

Customer terms and
conditions

Small customer market
contract – November
2017

1. Introduction

1.1 This is a market *contract* for *small business customers* and *residential customers*.

1.2 This *contract* covers the sale and supply of electricity to you (the customer, referred to in this contact as “you” or “your”) at your *premises* by us, Next Business Energy (ABN 91 167 937 555, referred to in this *contract* as “us”, “we” or “our”). This *contract* sets out all rights and obligations of both parties, and sets out how we will comply with *applicable laws* as an electricity retailer.

2. Commencement of this contract

2.1 This *contract* commences on the date that you accept our offer to sell electricity to you, either verbally or in writing, if:

- (a) you have accepted our offer within any applicable timeframes, and
- (b) you have met any preconditions for supply (see clause 3).

3. Preconditions for supply of electricity

3.1 This *contract* includes preconditions for supply which include:

- (a) that you have provided any information requested by us to assess your creditworthiness and we have made an assessment of your creditworthiness,
- (b) that your *premises* are connected to the *network*; and
- (c) that all electricity meters are installed at the *premises* and there is safe and unobstructed access to the electricity meters.

4. Cooling off period

4.1 You are entitled to a *cooling off period* of ten business days. The *cooling off period* starts from the date that you receive your *welcome pack* from us. Your cooling off rights can be exercised by notifying us verbally or in writing that you do not wish to proceed with the *contract*. Under limited circumstances, you may be entitled to longer *cooling off period* under the *Australian Consumer Law*.

5. Supply start date and minimum

supply period

5.1 The *supply start date* of this *contract* is the date that your electricity supply is successfully transferred to us from your previous retailer.

5.2 By entering this *contract*, you have provided your consent for us to terminate any *contract* for the sale and supply of electricity with your previous retailer and transfer supply to us.

5.3 For *premises* which have not been the subject of a *contract* with another retailer, the supply start date of this *contract* is the date which you accept our offer to sell electricity to you at these premises.

6. End of the minimum supply period

6.1 If your contract has a *minimum supply period*, we will contact you in writing at least 20 days prior to, but not more than 40 days from, the end of the *minimum supply period*.

6.2 We will inform you of your options in writing, and may offer to extend the term of this *contract* after the *minimum supply period*.

6.3 If we offer to extend the term of this *contract* at the end of the *minimum supply period*, we will provide you a *renewal offer* which will stipulate all terms and conditions and *electricity charges* to you in writing.

6.4 If this *contract* expires without any agreed extension, we will still supply electricity to you under the terms set out in our *renewal offer* until you tell us otherwise.

7. Termination of this contract

7.1 This *contract* may be terminated:

- a) in writing by you to us, with ten business days’ notice – ten business days after you notify us, or
- b) by agreement between you and us - on the mutually agreed date for termination, or
- c) if you enter a *contract* with another electricity retailer for sale and supply of electricity at your *premises* – on the date that your new retailer becomes the financially responsible market participant for the *premises*,

or

- d) if a different customer commences buying electricity at the *premises*, on the date that the new *customer* enters a *contract* with us.
- e) if an *insolvency event* occurs - immediately.

8. Your obligations to us

8.1 Under this *contract*, you have obligations to us which include:

- (a) to provide us with accurate information which is not intended to mislead or deceive us,
- (b) to update us with changes in your information (including business name, address, phone number, email address and any other relevant information) in a timely manner,
- (c) to provide us with safe and unhindered access to your meter for meter readings,
- (d) to inform us if any person residing at your *premises* requires life support equipment, and to provide us with written confirmation, and
- (e) to pay bills issued by us, by the due date.

9. Vacation of premises

9.1 If you are vacating your *premises*, you must notify us of the date which you intend to vacate (or did vacate) and provide us a forwarding address for your final bill.

9.2 We will use our best endeavours to arrange for a final meter read on the date you vacate (or as soon as possible thereafter if we cannot access your meter).

9.3 You may incur special meter read fees, disconnection fees or other fees as charged by your *distributor*.

9.4 You acknowledge that you are liable for *electricity charges* at your *premises* until the date that we can successfully take a final

meter reading at your *premises*.

9.5 You may not be liable to pay for electricity under clause 9.4 if:

- (a) if you were evicted or otherwise forced to vacate the *premises* and you can provide evidence of such eviction or forced vacation,
- (b) if we enter a new *contract* with another *customer* for the *premises*, or
- (c) if the electricity supply at the *premises* transfers to another retailer.

10. Our liability

10.1 The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system volatility and the acts of other persons (such as your distributor), including at the direction of a *relevant authority*.

10.2 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 electricity, its quality, fitness for purpose or safety, other than those set out in this *contract*.

10.3 Unless we have acted in bad faith or negligently, we are not liable for any loss or damage you suffer because of the total or partial failure to supply electricity to your *premises*, which includes any loss or damage you suffer because of the defective supply of electricity.

11. Electricity charges

11.1 Your *electricity charges* are set out in your *customer agreement* with us.

11.2 If you have accessed a fully variable *contract* with us, from time to time, we may vary your *electricity charges* to reflect:

- (a) regulatory compliance requirements, metering charges, meter data charges, service charges, loss factors or charges resulting from the operation of the *National Electricity Market (NEM)*,
- (b) changes in the Consumer Price

- Index (*CPI*),
 - (c) changes in regulated distribution use of system charges, including the introduction of any time of use or flexible pricing distribution *network* charges or tariffs,
 - (d) any changes to the cost of complying with *environmental schemes* and in any costs arising out of any other regulatory requirements or changes to those regulatory requirements, or
 - (e) changes in your energy consumption which result in you no longer eligible for the particular retail tariff you are on (if your tariff changes during a billing cycle, we will calculate your next bill on a proportionate basis).
- 11.3 If you have accessed a fixed price *contract* with us, from time to time, we may vary your *electricity charges* to reflect:
- (a) changes in regulated distribution use of system charges, including the introduction of any time of use or flexible pricing distribution *network* charges or tariffs, and
 - (b) any changes in the cost to us in complying with *environmental schemes* and in any costs arising out of any other regulatory requirements or changes to those regulatory requirements.
- 11.4 If we vary your *electricity charges*, we will give you in writing, before the variation takes effect. For Queensland customers, this notice will be provided ten business days before the variation takes effect.
- 11.5 Multiple premises**
- 11.6 This contract may apply to more than one premises which are controlled or owned by you.
- 11.7 You may request that one or more additional *premises* be added to this *contract (roll in sites)*. We will advise you verbally or in writing of our decision to

allow *roll in sites* under this *contract*.

- 11.8 The *electricity charges* applicable to *roll in sites* may be different from *electricity charges* contained in your original *customer agreement* for your *premises*, depending on the location of the *roll in sites*.
- 11.9 We may agree to the removal of premise under the *contract (roll out sites)*. No penalty applies for *roll out sites* where:
- (a) The consumption of electricity at the *roll out site* on a monthly basis represents no more than ten per cent of the average monthly consumption of all premises under this *contract* (including those that are removed).

12. Bills

- 12.1 We will issue your bills via email unless you have elected to receive your bills via mail (a fee applies for bills sent via mail).
- 12.2 Bills will contain all information required by *applicable laws*.
- 12.3 You will be billed monthly as per your *customer agreement* unless otherwise agreed between you and us.
- 12.4 Your bill is due by the due date, which will be no less than 13 days from the date the bill is issued.
- 12.5 Upon request, we must give you information about your billing history for the previous two years free of charge. We may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than two years.

13. Bill calculations and meter access

- 13.1 Your bills are calculated based on the *electricity charges* provided in your *customer agreement*, and the amount of electricity consumed at your *premises* during the billing cycle.
- 13.2 Your bill may also include additional fees, for example, disconnection and reconnection fees from your *distributor* or other *additional retail charges*.

- 13.3 The electricity consumed at your *premises* is obtained by reading your electricity meter. We may estimate the amount of electricity consumed at your *premises* if your electricity meter cannot be read, if your metering data is not obtained or if you otherwise consent.
- 13.4 If we estimate the amount of energy consumed at your *premises*, we will state this on your bill and adjust for the difference between the estimate and actual consumption when your electricity meter is later read.
- 13.5 If the meter has not been read due to your action or omission, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we may charge you any cost we incur in doing so.
- 13.6 You must allow safe and unhindered access to your *premises* for the purposes of reading and maintaining electricity meters, and you must advise us immediately if you become aware of a potential safety hazard at your *premises*.
- 13.7 You acknowledge that your meter may be upgraded, altered or replaced in line with *applicable laws*.
- 13.8 You acknowledge that if we arrange for an upgrade, alteration or replacement of your meter, you may be liable for costs associated with any upgrade, alteration or replacement.
- 13.9 We will notify you of any requirement to upgrade, alter or replace your meter, and any associated costs.
- 13.10 By entering into this *contract*, you have consented to any required meter upgrade, alteration or replacement, and have waived your right to opt out.
- 14. Bill reviews**
- 14.1 You are entitled to request a review of your bill, and we will undertake a review in accordance with our standard complaints and disputes resolution policy.
- 14.2 If you request, we must arrange for a check of the meter at your *premises*, or metering data, or for a test of the meter in reviewing the bill.
- 14.3 If the meter or metering data proves to be faulty or incorrect, we will not charge you for the meter test or must reimburse you for any amount paid in advance. If not fault is found, we may pass on any meter read costs to you.
- 15. Paying your bill**
- 15.1 You must pay the amount shown on each bill by the due date. If you have disputed a bill with us, you must pay the undisputed portion of the bill.
- 15.2 Where permitted by *applicable laws*, you may also be charged merchant fees for credit card usage or other banking fees incurred by us (for example, dishonored transaction fees).
- 15.3 We may also charge the reasonable cost of collecting payments that are overdue, including merchant transaction fees, any dishonoured payment fees and any credit collection costs including those incurred by referring unpaid amounts to a credit agency or to legal proceedings.
- 16. Reminder notices**
- 16.1 If you have not paid your bill by the due date, we will send you one reminder notice as required by *applicable laws*.
- 17. Payment difficulties**
- 17.1 If you have difficulties paying your bill, you should contact us as soon as possible so that we can provide you with information about assistance, including access to our customer hardship program (for *residential customers*) or payment extensions or instalment plans (for business customers).
- 18. Creditworthiness**
- 18.1 We may seek to undertake a *credit check* on you, using any information we are permitted by law to use to establish your creditworthiness.
- 18.2 You consent to us disclosing your information to a credit reporting agency to obtain a consumer credit report about you, if you have applied for consumer or commercial credit.
- 18.3 If we incur any legal or other costs in recovering debt from you, we will pass those costs on to you.
- 18.4 We may lodge a credit default listing against you, if:
- a) we have notified you in writing that

we intend to do so; and

- b) more than 60 days has lapsed since the due date for any outstanding amounts.

19. Security deposit

- 19.1 We may require a *security deposit* from you as permitted under *applicable laws*.
- 19.2 If a *security deposit* is taken, we will pay you interest on the *security deposit* at the bank bill rate and in accordance with the *applicable laws*.
- 19.3 A *security deposit* will only be used by us to offset any amounts owing by you to us in accordance with the *applicable laws*.

20. Undercharging

- 20.1 If we have undercharged you, we may recover the undercharged amount from you. We will not charge interest on the undercharged amount and will offer you time to pay the undercharged amount in instalments over the same period during which you were undercharged (if less than 12 months), or otherwise 12 months.
- 20.2 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.

21. Overcharging

- 21.1 If we have overcharged you by less than \$50 we will credit that amount to your next bill.
- 21.2 If we have overcharged you by more than \$50, we must inform you within ten business days of becoming aware of the overcharge.
- 21.3 We will credit the amount to your next bill unless you direct us otherwise.
- 21.4 If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within ten business days.
- 21.5 If you have been overcharged because 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.

22. Disconnection of electricity supply

- 22.1 We may arrange for the disconnection of

electricity at your *premises* if:

- (a) you do not pay your bill by the pay-by date, or
 - (b) you do not give access to your *premises* to read a meter (where relevant) for three consecutive meter reads; or
 - (c) refuse, when required, to provide acceptable identification (if you are a new customer), or
 - (d) there has been illegal consumption of electricity at the *premises*, or
 - (e) we are otherwise entitled or required to do so by law, or
 - (f) you have requested us to do so.
- 22.2 Before arranging for disconnection of electricity of your *premises*, we will issue reminder notices and disconnection warning notices as required by *applicable laws*.
 - 22.3 If you have a remotely read meter, disconnection of the supply of electricity to your *premises* may occur remotely.
 - 22.4 Your *premises* may also be disconnected by the *distributor* at any time for other reasons, for example, during emergencies or for health and safety reasons.
- ## 23. Where disconnection of electricity supply is prohibited
- 23.1 As required by *applicable laws*, we will not disconnect your electricity supply:
 - (a) on a business day before 8.00am or after 3.00pm,
 - (b) on a Friday or the day before a public holiday,
 - (c) on a weekend or a public holiday,
 - (d) on the days between 20 December and 31 December (both inclusive) in any year,
 - (e) if your *premises* are in South Australia, New South Wales or Queensland and you are being disconnected for non-payment, during an extreme weather event, or
 - (f) if you are a residential hardship customer and meeting the conditions of our hardship

program or are an instalment plan customer meeting the agreed conditions of your instalment plan.

24. Reconnection

- 24.1 We must arrange for reconnection of your *premises* if, within ten business days of your *premises* being disconnected you ask us to arrange for reconnection of your *premises* (only if you have rectified the matter that led to the disconnection; and have paid any reconnection charges).
- 24.2 We may terminate this *contract* ten business days following disconnection if you do not meet the requirements in clause 25.1.

25. Notices

- 25.1 All notices under this *contract* will be sent in writing and via email unless otherwise agreed or stipulated.

26. Force Majeure

- 26.1 If you or we cannot meet an obligation under this *contract* because of a *force majeure event*, that obligation is suspended to the extent it is affected by the *force majeure event* for the duration of the *force majeure event*.
- 26.2 Obligations on your or us to pay money are not suspended by a *force majeure event*.
- 26.3 The affected party must use its best endeavours to give the other party prompt notice of the *force majeure event* including 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
- 26.4 If the effects of a *force majeure event* are widespread, we will be deemed to have given 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.

27. Applicable law

- 27.1 This *contract* will be governed by, and construed in accordance with, the laws of the State in which the *premises* is located. Where this *contract* covers multiple premises, the *contract* will be governed by,

and construed in accordance with, the laws of Victoria.

28. Privacy

- 28.1 We will comply with all relevant privacy legislation in relation to your personal information. Our privacy policy is available on our website. If you have any questions, you can contact our privacy officer at via email (info@nextbusinessenergy.com.au) or phone (1300 466 398). Our privacy policy is updated from time to time.

29. Complaints

- 29.1 If you have a query, complaint or dispute associate, you may contact us at any time via email (info@nextbusinessenergy.com.au) or phone (1300 466 398), and we will handle any complaints and disputes in accordance with our standard complaints and dispute resolution procedures which are available on our website and can be provided to you at no cost.
- 29.2 If you are not satisfied with the outcome of your complaint or dispute, you can contact the Energy Ombudsman in your state.

30. Retailer of last resort

- 30.1 If we are no longer entitled by law to sell electricity to you due to a *retailer of last resort event* occurring in relation to us, we will provide all relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the event and this *contract* will come to an end. You will automatically become party to a new electricity *contract* with the designated retailer.

31. Amendments to this contract

- 31.1 We may make reasonable amendments to the terms of this *contract* from time to time and in accordance with *applicable laws*, and will provide you with at least 20 business days' notice of any amendments.

32. General provisions and interpretation

- 32.1 Some of our obligations under this *contract* may be carried out by another person at our direction. If someone else executes on obligation on our behalf, then we are taken

to have complied with the obligation.

- 32.2 If a party to this *contract* is made up of more than one person, or a term is used in this *contract* to refer to more than one party.
- 32.3 A provision of this *contract* that is unenforceable or partly unenforceable is, where possible, severed to the extent necessary to make this *contract* enforceable.
- 32.4 A singular word includes the plural, and vice versa.
- 32.5 A reference to a person includes a reference to a company or other legal entity
- 32.6 A reference to AEST is a reference to Australian Eastern Standard Time.

Glossary

Applicable laws mean all rules, regulations, codes, statutes, guidelines, licences, legislation, orders in council, proclamations, directions or standards applicable where your *premises* are located that relate to the supply of electricity at your *premises*, and includes the *Australian Consumer Law, Privacy Act 1988 (Cth)*. It also includes the *National Energy Retail Law, Rules and Regulations* (for customers in New South Wales, South Australia and Queensland), and the *Electricity Act 2000* and *Energy Retail Code* for customers in Victoria.

contract means the terms and conditions set out in this document and your *customer agreement*.

cooling off period has the meaning set out in *applicable laws*.

CPI means the Consumer Price Index as maintained by the Australian Bureau of Statistics.

credit check means an assessment of your creditworthiness, application for credit or ability to manage any existing debt.

customer means the person who is buying or wishes to buy electricity from Next Business Energy.

customer agreement means the offer document or verbal recording which sets out details of the *customer, electricity charges, premises, minimum supply period, fees* and other relevant information.

distributor means the person who operates the system that connects your *premises* to the distribution *network*.

electricity charges mean those charges for the sale and supply of electricity at your premises.

environmental scheme means any mandatory renewable energy scheme, emissions trading scheme, energy efficiency scheme, greenhouse gas abatement program, carbon dioxide trading scheme or tax administered by any government or authority.

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)* as amended from time to time or any replacement or other relevant legislation and regulations).

insolvency Event means an order being made for your

bankruptcy, winding up or dissolution, cessation of business, a receiver or similar official being appointed to over your assets or business, or you entering into an arrangement or composition with creditors or any other similar event including becoming insolvent within the meaning of the *Corporations Act 2001 (Cth)*.

minimum supply period means the period specified you *customer agreement*.

network means the distribution and transmission *networks* used to deliver electricity to your *premises*.

personal information means information or opinion about you from which your identity is apparent or can be reasonably determined.

premises mean the *premises* where you take supply of electricity from us as specified as set out in your *customer agreement*.

Relevant Authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State and Federal police.

renewal offer means the offer we make to you for continued electricity supply at the end of the *minimum supply period*.

residential customer means a customer who purchases energy principally for personal or household use.

retailer of last resort event means an event which triggers the operation of a retailer of last resort scheme under the *applicable laws* in the State where your *premises* are located.

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

small business customer means a customer who is not a *residential customer* and consumes less than 160 MWh per annum at business *premises*.

supply start date means the date that electricity supply at your *premises* transfers to us and we become financially responsible for the electricity at your *premises*.