



## Customer Charter

### Summary of rights and obligations



## Summary of the rights, entitlements and obligations of small customers

This document sets out some of the rights, entitlements and obligations you have as a Next Business Energy customer. This document is presented for information purposes only. If you wish to discuss your account, have a question about this document, or wish to lodge a complaint please call us on 1300 46 6398.

If you feel that we have not respected your rights, please contact us and let us know. If you are not happy with the way that we have resolved your complaint you may contact the Energy Ombudsman in your state using the contact details provided at the end of this document.

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## 1. Our Role in the Electricity Market

Next Business Energy is an electricity retailer. As a retailer we are responsible for the supply of electricity to your house. This does not actually mean the physical supply of electricity, as this happens via the wires connected to your house.

An electricity retailer is responsible for purchasing electricity from the National Electricity Market on your behalf. An electricity retailer is also responsible for arranging for connection or disconnection of your electricity supply. We are also responsible for issuing bills and ensuring they are correct.

An electricity distributor is responsible for most of the physical actions associated with the supply of electricity to your premises. This includes the installation and maintenance of poles and wires and, via a provider in many instances, reading your meter. Next Business Energy is not an electricity distributor but works with electricity distributors on your behalf.

## 2. Marketing

If you are not already a Next Business Energy customer you may come into contact with us through our marketing campaigns. When marketing to you we have a number of obligations to you. These include under Energy Law, The Telecommunications Act 1997, the Do Not Call Register Act 2006 and the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010.

When marketing to you, we must:

- Ensure that we only provide you with accurate and complete information and that any statements or representations we make to you are not misleading or deceptive and did not overstate our product's benefits or imply an association or endorsement with any third party
- Ensure that we provided all required information to you before you entered into a contract with us (or as soon as practicable after the formation of the contract) including:
  - a) All applicable prices, charges, early termination payments and penalties, security deposits, service levels, concessions or rebates, billing and payment arrangements and how any of these matters may be changed
  - b) The commencement date and duration of the contract you have entered into, the availability of extensions, and the termination of the contract if you move out during the term of the contract
  - c) If any requirement is to be or may be complied with by an electronic transaction—how the transaction is to operate and, as appropriate, an indication that you will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction
  - d) The rights that you have to withdraw from the contract during the cooling off period
  - e) Your right to complain to us in respect of any energy marketing activity of the retail marketer conducted on behalf of us and, if the complaint is not satisfactorily resolved by the us, of the your right to complain to the Energy Ombudsman.

- Not market to you at all if you are on our 'No Contact List'
- Upon your request (either in person, electronically, by telephone or in writing) ensure that you are added to our 'No Contact List' and that our marketing representatives do not contact you for a period of two years. You may renew your request to be added to our 'No Contact List' at any time and as many times as you wish and we will respect that request for a further two year period each time.

### 3. Your Contract with us

If you are on a market contract, your contract is made up of the market contract terms and schedule. If you are not on a market contract but are supplied by Next Business Energy the terms of your contract are specified in the non-market agreement in accordance with the Standard Retail Contract Terms as prescribed by law.

If you are on a market contract, the prices applicable to the supply of electricity will be specified in the market contract schedule. If you are on a standard contract, the prices applicable to the supply of electricity will be specified in our standing offer prices published on our website.

We may only vary the terms of your contract in the manner specified in your contract and in accordance with any requirements as prescribed by law.

You may cancel your contract with us in accordance with the terms of your contract.

### 4. Transfer of Supply to us

The transfer of your account to us can only happen after we have taken particular steps. These include:

- We must have your Explicit Informed Consent and have a record of the consent
- We (including our marketing representatives) must have clearly, fully and adequately disclosed all matters relevant, including each specific purpose or use of the Consent you provided.

If you have any issue with the circumstances surrounding your transfer to us, our obligations to you include:

- Upon request, we must provide you with evidence of Explicit Informed Consent provided by you within 10 days of your request
- If the issue of Explicit Informed Consent is raised within 12 months of your transfer to us and it is established that it was not provided or do not have the required record, we must void your contract with us and not charge you for energy consumed
- You may then be liable to your original retailer for energy consumer as if the transfer to us had not happened. If you have already paid us for energy consumed during the period (up to 12 months) we will pay those amounts to your original retailer.

### 5. Billing

We will send you a bill at the end of each billing cycle and attempt to bill you on actual reads. Where you receive a bill which you do not dispute, you must pay it in full by the due date indicated. We will give you a number of options to pay you bill.

When we issue you a bill that you dispute, we must ensure that we:

- Conduct a review of your bill
- Put a hold on any external collections or debt recovery action during the investigation of your complaint
- Request that you pay an outstanding amount only if it is the lesser of either a) the amount we both agree is not in dispute or b) your average bill (not including any in dispute) over the last 12 months
- Conduct a meter checked or tested upon request. We may request that you pay for this in advance but will reimburse you if the meter is found to be faulty or incorrect
- Adjust your bill if it is found to be incorrect
- If you have been undercharged as a result of any error by us, recover a maximum of 9 months' worth of charges without interest from the date you are notified and then offer you an installment plan to pay any outstanding amount
- If you have been overcharged we will inform you within 10 days and pay that amount in accordance with your directions or if the amount is \$50 or less we will credit that amount to your next bill.

### 6. Payment or Debt Related

If you have a dispute about a debt or payment we must:

- Conduct a review of your bill and any debt you have including in accordance with the section on billing complaints above
- Put a hold on any external collections or debt recovery action during the investigation of your complaint
- Review any payment plan you have in place to ensure that it accurately reflects your capacity to pay and takes into account any debt you have and your average consumption over 12 months
- Ensure that you have a range of methods of payment available including: payment in person, by telephone, by mail, by direct debit, by electronic funds transfer, and Centrepay
- If we enter into a direct debit agreement, with your Explicit Informed Consent, we will ensure the agreement covers the amount, initial date and frequency of the direct debits. We will then confirm in writing your right to cancel the agreement and our obligation to cancel the agreement. We immediately cancel a direct debit agreement on your request
- Upon request, in this Statement and on our website we will provide you with information about the availability of government funded energy charge rebate, concession or relief schemes.

## 7. Customers Experiencing Hardship and/or Payment Difficulties

If at any time you contact us to let us know you are, or we determine you are, in financial hardship, we will:

- Notify you of the existence of our Hardship Policy as soon as you or we identify that you are in hardship
- Provide you with a copy of our Hardship Policy at no cost
- Put a hold on any external collections or debt recovery action
- Follow our Hardship Policy in managing your account
- Waive any late payment fees applied on your account
- Not charge you a security deposit
- Work with you and any financial counselors or other advisors assisting you to manage your account effectively and reduce your energy use.

## 8. Lodging a Complaint

You may lodge a complaint by contacting us by any means and at any time. You may lodge a complaint about any aspect of our service.

When dealing with a complaint we agree to:

- Treat you with respect
- your complaint seriously
- Accept complaints lodged on our website, in person, by telephone, facsimile, email or letter
- Acknowledge any complaint received within 48 hours
- Begin an investigation into the reasons for your complaint within 24 hours of acknowledgment
- Keep you updated as the investigation into your complaint progresses
- Notify you of the outcome of our investigation and any proposal we have for resolution as soon as possible
- Provide you with the option of an internal review of your complaint if you are unsatisfied with the outcome of the original investigation or resolution proposed.

You may contact us using the details provided below. If you are not satisfied with our response to your complaint you may contact the energy Ombudsman in your state.

## 9. Our Contact Details

You may contact us to complain or enquire about your account using the following contact details:

### **Next Business Energy Pty Ltd**

#### **Melbourne Office**

Level 26, 60 City Road

Southbank, VIC 3006

Email: [info@nextbusinessenergy.com.au](mailto:info@nextbusinessenergy.com.au)

PO Box 550

Flinders Lane PO 8009

#### **Sydney Office**

Level 38, 100 Miller Street

North Sydney, NSW 2060

Email: [info@nextbusinessenergy.com.au](mailto:info@nextbusinessenergy.com.au)

## 10. Contact Details for the Energy Ombudsman Schemes

You are entitled to have your complaint escalated within our organisation if you are not satisfied with the investigation or resolution of your complaint, you may contact the Energy Ombudsman in your state.

### **Energy and Water Ombudsman of New South Wales**

By Post: Reply Paid 86550, Sydney South NSW 1234

Free call: 1800 246 545 OR Free fax: 1800 812 291

Interpreter: 131 450 - For help using an interpreter visit

[www.tisnational.gov.au](http://www.tisnational.gov.au)

NRS: 133 677 - For help using this service visit

[www.relayservice.com.au](http://www.relayservice.com.au)

Email: [omb@ewon.com.au](mailto:omb@ewon.com.au)

### **Energy and Water Ombudsman of Victoria**

Freecall: 1800 500 509 OR Freefax: 1800 500 549

Interpreter: 131 450 - For help using an interpreter visit

[www.tisnational.gov.au](http://www.tisnational.gov.au)

NRS: 133 677 - For help using this service visit

[www.relayservice.com.au](http://www.relayservice.com.au)

Email: [ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)

### **Energy and Water Ombudsman of South Australia**

Freecall: 1800 665 565 OR Freefax: 1800 665 165

Interpreter: 131 450 - For help using an interpreter visit

[www.tisnational.gov.au](http://www.tisnational.gov.au)

NRS: 133 677 - For help using this service visit

[www.relayservice.com.au](http://www.relayservice.com.au)

Email: <http://www.ewosa.com.au/index.php/about/submit-a-complaint>

### **Energy and Water Ombudsman Queensland**

Freecall: 1800 662 837

Translation services: 131 450 - For help using an interpreter visit

[www.tisnational.gov.au](http://www.tisnational.gov.au)

National Relay Service: 133 677 - For help using this service visit

[www.relayservice.com.au](http://www.relayservice.com.au)

Fax: (07) 3006 2670

Email: [complaints@ewoq.com.au](mailto:complaints@ewoq.com.au) or [info@ewoq.com.au](mailto:info@ewoq.com.au)

### **ACT Civil and Administrative Tribunal**

Call: 02 6207 1740

Interpreter: 131 450 - For help using an interpreter visit

[www.tisnational.gov.au](http://www.tisnational.gov.au)

NRS: 133 677 - For help using this service visit

[www.relayservice.com.au](http://www.relayservice.com.au)

Email: [tribunal@act.gov.au](mailto:tribunal@act.gov.au)



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