

Customer Terms & Conditions

Large Customer Market Contract



NBE-Large-Retail-Terms-and-Conditions-A4-21Aug2023.pdf

1. Introduction

- 1.1 This is a market contract for large business customers.
- 1.2 This contract covers the sale and supply of electricity to you (the customer, referred to in this contract 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.

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 this offer within any applicable timeframes, and
 - (b) you have met any preconditions for supply as set out in 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 undertaken a credit assessment of you,
 - (b) that your premises are connected to the network, and
 - (c) all relevant metering equipment is installed at the premises and, if required by us or your distributor, has been upgraded, and there is safe and unobstructed access to the metering equipment.

4. Supply start date and minimum supply periods

- 4.1 The supply start date of this contract is the date that your electricity supply is successfully transferred to us, and we become the financially responsible market participant for your premises.
- 4.2 The minimum supply period which is stated in your customer agreement commences from the supply start date.
- 4.3 By entering into 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.
- 4.4 At the end of the minimum supply period, this contract will continue in full force and effect in relation to you premises unless you advise us otherwise.

5. Termination of this contract

- 5.1 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 mutual 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 contract commences, or
 - d) if a different customer starts to buy electricity at the premises, on the date that they enter a contract with us.
- 5.2 If this contract is terminated, you agree that exit fees are payable as directed by us in your customer agreement.

6. Termination by breach

- 6.1 This contract may be terminated by us if you breach this contract if you:
 - a) fail to pay amounts payable under this contract for electricity consumption by the due date, or
 - b) fail to provide a security deposit or other information related to creditworthiness as requested by us, or
 - c) you fail to provide safe and unhindered access to your electricity meter, or
 - d) if an insolvency event occurs.
- 6.2 If this contract is terminated, you acknowledge that your supply may be disconnected at your premises, and you are liable for charges and fees incurred through disconnection of your premises.

7. Your obligations to us

- 7.1 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 to changes in 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 a person residing at your premises requires life support equipment, and to provide us with written confirmation, and
 - (e) to pay bills issued by us, in full, and by the due date.

8. Vacation of premises

- 8.1 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.
- 8.2 You may incur special meter read fees, disconnection fees or other fees as charged by your distributor.
- 8.3 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. Our liability

- 9.1 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.
- 9.2 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.
- 9.3 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.

10. Electricity charges

- 10.1 Your electricity charges are set out in your customer agreement with us. You are liable for all relevant electricity charges as set out in your bill.
- 10.2 We may vary your proposed bundled electricity charges to reflect:
 - (a) changes to regulated charges or tariffs charged to us in respect of your premises or to reflect the cost of purchasing wholesale electricity, including pass through charges,
 - (b) regulatory compliance requirements, metering charges, meter data charges, service charges, loss factors or charges resulting from the operation of the National Electricity Market,
 - (c) to reflect changes in the Consumer Price Index (CPI),
 - (d) to reflect changes in regulated distribution use of system charges, including the introduction of any time of use or flexible pricing distribution network charges or tariffs,
 - (e) 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 in any other regulatory requirements.
- 10.3 We may vary your proposed unbundled electricity charges to reflect:
 - (a) metering charges, meter data charges, service charges, loss factors, ancillary charges, Reliability and Emergency Reserve Trader (RERT) charges, or other charges resulting from the operation of the National Electricity Market,
 - (b) to reflect changes in regulated distribution use of system charges, including the introduction of any time of use or flexible pricing distribution network charges or tariffs,

- (c) 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 in any other regulatory requirements.
- 10.4 We may vary your proposed bundled and unbundled electricity charges to reflect:
- (a) changes in your energy consumption which result in you no longer eligible for the retail tariff you are on (if your tariff changes during a billing cycle, we will calculate your next bill on a proportionate basis),
 - (b) recoup the cost of the Reliability and Emergency Reserve Trader (RERT) scheme.

11. Bills

- 11.1 We will issue you bills via email unless you have elected to receive your bills via mail (a fee applies for bills sent via mail). You will be billed monthly as per your customer agreement unless otherwise agreed between you and us.
- 11.2 Your bill is due by the due date.
- 11.3 If you have multiple premises at which we sell and supply electricity, electricity consumption for those sites will be combined into one bill, unless otherwise agreed between you and us.

12. Bill calculations and meter access

- 12.1 Your bills are calculated based on the electricity charges provided for in your customer agreement, and the amount of electricity consumed at your premises during the billing cycle. Your bill may also include additional fees, for example, disconnection and reconnection fees from your distributor.
- 12.2 The electricity consumed at your premises is obtained by reading your meter at your premises. We may estimate the amount of electricity consumed at your premises if your meter cannot be read.
- 12.3 If we have undercharged you, we will recover the undercharged amount from you.

13. Bill reviews

- 13.1 You are entitled to request a review of your bill, and we will undertake a review of your bill.
- 13.2 If you request, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill.
- 13.3 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 no fault is found, we may pass on any meter read costs to you.
- 13.4 You acknowledge that your meter may be upgraded, altered or replaced in line with applicable laws.
- 13.5 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.
- 13.6 We will notify you of any requirement to upgrade, alter or replace your meter, and any associated costs.
- 13.7 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. Paying your bill

- 14.1 You must pay to us the amount shown on each bill by the due date shown on the bill. If you have disputed a bill with us, you must pay the undisputed portion of the bill.
- 14.2 We may seek to recover costs from you if we become aware of any billing errors or undercharging on your account. We will notify you of any such recovery.

15. Multiple premises

- 15.1 This contract may apply to more than one premises which are controlled or owned by you.
- 15.2 You may request that one or more additional premises be added to this contract (roll in sites).

- 15.3 The electricity charges applicable to roll in sites may be different from electricity charges contained in your original customer agreement.
- 15.4 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 twenty per cent of the average monthly consumption of all premises under this contract (including those that are removed).

16. Creditworthiness

- 16.1 We may conduct a credit assessment on you by obtaining a credit check of your credit history and to using any other information we are permitted by law to use to establish your creditworthiness.
- 16.2 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.
- 16.3 If we incur any legal or other costs in recovering debt from you, we may pass those costs on to you.
- 16.4 We may lodge a credit default listing against you, providing:
- a) that we have notified you in writing that we intend to do so, and
 - b) that more than 60 days has lapsed since the due date for any outstanding amounts.

17. Security deposit

- 17.1 We may require a security deposit from you at our absolute discretion.
- 17.2 A security deposit will be used by us to offset any amounts owing by you to us.

18. Disconnection of electricity supply

- 18.1 We may arrange for the disconnection of electricity at your premises if:
- (a) we terminate for breach of contract as per clause 6,
 - (b) we are otherwise entitled or required to do so by law,
 - (c) you refuse, when required, to provide acceptable identification (if you are a new customer),
 - (d) there has been illegal consumption of electricity at the premises, or
 - (e) where you have requested us to do so.
- 18.2 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.

19. Notices

- 19.1 All notices under this contract will be sent in writing, or as a bill message, and/or via email unless otherwise agreed or stipulated.

20. Force Majeure

- 20.1 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.
- 20.2 Obligations on you or us to pay money are not suspended by a force majeure event.
- 20.3 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.
- 20.4 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.

21. Distributor responsibilities

- 21.1 You acknowledge that the distributor is responsible for the supply of electricity at your premises, and that the supply of electricity may be subject to variations in voltage and frequency and may contain voltage surges, which may cause damage. We are unable to guarantee the quality and security of supply of electricity.
- 21.2 The distributor may disconnect, interrupt or reduce the supply of electricity to your premises. To the full extent permitted by law, you release Next Business Energy from any liability for such disconnection, interruption or reduction in the supply of electricity or any variation in the voltage and frequency of the supply.

22. Applicable law

- 22.1 This contract shall be governed by, and construed in accordance with, the laws of the State in which the premises is located. If this contract relates to multiple premises in multiple states, this contract will be governed by and construed in accordance with, the laws of the Victoria.

23. Privacy

- 23.1 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.

24. Disputes

- 24.1 We will use best endeavours to resolve any disputes raised by you. If a dispute is not resolved within fourteen days, either party may then refer the dispute to mediation by a mediator nominated by you or us.
- 24.2 Where a dispute arises in connection with this contract, both parties must continue to perform and comply with their obligations under the contract to the extent that such obligations are not the subject of the dispute.

25. Retailer of last resort

- 25.1 If we are no longer entitled by law to sell electricity to you due to a retailer of last resort event, 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 retail contract with the designated retailer.

26. Assignment or transfer of this contract

- 26.1 If you wish to assign or transfer your rights or obligations under this contract, you must notify us verbally or in writing.
- 26.2 We will advise you of our decision in relation to clause 26.1. Assignment for the purposes of clause 26.1 is deemed to include a change in effective control of the customer.
- 26.3 We may assign, novate or transfer our obligations under this contract.

27. Amendments to this contract

- 27.1 We may make reasonable amendments to the terms of this contract from time to time and will give you notice in writing of any amendments.
- 27.2 Some of our obligations under this contract may be carried out by another person at our direction. If someone else executes an obligation on our behalf, then we are taken to have complied with the obligation.
- 27.3 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.
- 27.4 A provision of this contract that is unenforceable or partly unenforceable is, where possible, severed to the extent necessary to make this contract enforceable.
- 27.5 A singular word includes the plural, and vice versa.
- 27.6 A reference to a person includes a reference to a company or other legal entity.
- 27.7 A reference to AEST is a reference to Australian Eastern Standard Time.

Glossary

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

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, early termination fees and other information.

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

exit fee means the reasonable estimation of costs incurred by us because of your termination of this contract.

electricity charges mean those charges for the sale and supply of electricity at your premises as set out in your customer agreement.

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).

large business customer means a customer who is not a residential customer and consumes more than 160 mWh per annum at business premises.

minimum supply period means the period specified in your 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.

roll in site means a premise under this contract which is added after the supply start date and for which we commence the sale and supply of electricity under this contract.

roll out site means a premise under this contract which is removed from this contract and we cease the sale and supply of electricity to.

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.

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.