



Customer Terms & Conditions

Small Customer Market Contract



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

For more information  1300 466 398

nextbusinessenergy.com.au  



Call the Translating and Interpreter Service on 131 450 and ask for Next Business Energy on 1300 466 398.

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PREAMBLE

This **contract** is about the sale of **energy** to you as a **small customer** at your **premises**. This is a market **contract** that start from when you explicitly agree to enter into this **contract** with Next Business Energy and receive electricity from us. In addition to this **contract**, the **energy laws** and other consumer laws also contain Rules about the sale of **energy**, and we will comply with these Rules in our dealings with you. For example, the **National Energy Retail Law** and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about **energy** marketing, payment methods and arrangements for **customers** experiencing payment difficulties.

Note for Victorian customers:

For Victorian **customers**, until the **National Energy Retail Law** and the National Energy Retail Rules are adopted in Victoria (referred to as 'NECF implementation in Victoria'), the **energy laws** applicable in Victoria are the Electricity Industry Act 2000, and the Energy Retail Code of Practice made by the Essential Services Commission. For **customers** in Victoria, prior to NECF implementation in Victoria all references to the **National Energy Retail Law** and Rules in this **contract** should be read as references to the Energy Retail Code of Practice unless stated otherwise.

You may request us to provide more information about the Victorian Default Offer and how you may access it.

1. Introduction

- 1.1. This **contract**, in addition to information on tariffs and other specific conditions detailed in your **customer agreement**, 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").
- 1.2. 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. Application of these terms and conditions

- 2.1. These terms and conditions apply to you if you request us to sell **energy** to you at your **premises** and:

- 2.1.1. you are a **residential customer**; or
- 2.1.2. you are a business **customer** who is a **small customer**.

- 2.2. The table below details the consumption levels for the classification of **small customers** who are business **customers**. All **residential customers** are **small customers**.

State	Small customer threshold
Victoria	Less than 40Mwh p.a
New South Wales	Less than 100Mwh p.a
Queensland	Less than 100Mwh p.a
South Australia	Less than 160Mwh p.a
Australian Capital Territory	Less than 100Mwh p.a

3. Definitions and interpretation

- 3.1. (a) Terms used in this **contract** have the same meanings as they have in the **National Energy Retail Law** and the Rules. However, for ease of reference, a simplified explanation of some terms is given at the end of this **contract**.

- 3.2. (b) Where the simplified explanations given at the end of this **contract** differ from the definitions in the **National Energy Retail Law** and the Rules, the definitions in the **National Energy Retail Law** and the Rules prevail.

4. Commencement of this contract

- 4.1. This **contract** commences on the date that you accept our offer to sell electricity to you, either verbally or in writing, if:
 - 4.1.1. you have accepted our offer within any applicable timeframes, and
 - 4.1.2. you have met any preconditions for supply (see clause 5) including giving us acceptable identification and your contact details for billing purposes.

5. Preconditions for supply of electricity

- 5.1. This **contract** includes preconditions for supply which include:
 - 5.1.1. that you have provided any information requested by us to assess your creditworthiness and we have assessed your creditworthiness,
 - 5.1.2. that your **premises** are connected to the **network**; and
 - 5.1.3. 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.

6. Cooling off period – small customer only

- 6.1. If you are **small customer**, 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.

7. Supply start date and minimum supply periods

- 7.1. 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**.
- 7.2. **Minimum supply periods** do not apply to **small customers** in Victoria.
- 7.3. Any agreed **minimum supply period** (which is stated in your **customer agreement**) commences from the **supply start date**.
- 7.4. 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.
- 7.5. At the end of any agreed **minimum supply period**, this **contract** will continue in full force and effect in relation to your **premises** unless you or we advise otherwise in accordance with applicable **energy laws**.

8. End of the minimum supply period

- 8.1. 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**.
- 8.2. We will inform you of your options in writing and may offer to extend the term of this **contract** after the **minimum supply period**.
- 8.3. 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.
- 8.4. If this **contract** expires without any agreed extension, subject to applicable laws we will still supply electricity to you under the terms set out in our renewal offer until you tell us otherwise.

9. Termination of this contract

- 9.1. This **contract** may be terminated:
 - 9.1.1. in writing by you to us, with ten **business days'** notice – ten **business days** after you notify us, or
 - 9.1.2. by agreement between you and us – on the mutually agreed date for termination, or
 - 9.1.3. 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

- 9.1.4. if a different **customer** commences buying electricity at the **premises**, on the date that the new **customer** enters a **contract** with us, or
- 9.1.5. if the **premises** are disconnected and you have not met the requirements under applicable **energy laws** for reconnection—10 **business days** from the date of **disconnection**, or
- 9.1.6. if an **insolvency event** occurs – immediately.
- 9.2. If you do not give us safe and unhindered access to the **premises** to conduct a final **meter** reading (where relevant), this **contract** will not end under section 9.1.1 or 9.1.2 until we have issued you a final bill and you have paid any outstanding amount for the sale of **energy**.
- 9.3. Rights and obligations accrued before the end of this **contract** continue despite the end of the **contract**, including any obligations to pay amounts to us.
- 10. Your obligations to us**
- 10.1. 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.
- 10.2. Under this **contract**, you have obligations to us which include:
- 10.2.1. to update us with changes in your information (including business name, ABN details, address, phone number, email address and any other relevant information) in a timely manner,
- 10.2.2. to provide us and our representatives with safe and unhindered access to your **meter** for **meter** readings,
- 10.2.3. to advise us if your use of **energy** changes (for example, if you start running a business at the **premises**),
- 10.2.4. to inform us if any person residing at your **premises** requires life support equipment, and to provide us with written confirmation, and
- 10.2.5. to pay bills issued by us, by the due date.
- 11. Life support equipment**
- 11.1. Before this **contract** starts, we were required to ask you whether a person residing or intending to reside at your **premises** requires life support equipment.
- 11.2. If a person living or intending to live at your **premises** requires life support equipment, you must:
- 11.2.1. advise us that the person requires life support equipment;
- 11.2.2. register the **premises** with us or your **Distributor**; and
- 11.2.3. upon receipt of a **medical confirmation** form, provide **medical confirmation** for the **premises**.
- 11.3. Subject to satisfying the requirements in these terms, and relevant **energy laws**, your **premises** may cease to be registered as having life support equipment if **medical confirmation** is not provided to us or your **Distributor**.
- 11.4. You must tell us or your **Distributor** if the life support equipment is no longer required at the **premises**.
- 11.5. If you tell us that a person living or intending to live at your **premises** requires life support equipment, we must give you:
- 11.5.1. A **medical confirmation** form within 5 **business days**;
- 11.5.2. at least 50 **business days** to provide **medical confirmation** for the **premises**;
- 11.5.3. general advice that there may be a **Distributor planned interruption** or unplanned **interruption** to the supply of **energy** to the **premises**;
- 11.5.4. at least 4 **business days**' notice in writing of any **retailer planned interruption** to the supply of electricity to the **premises** unless we have obtained your explicit consent to the **interruption** occurring on a specified date;
- 11.5.5. information to assist you to prepare a plan of action in case of an unplanned **interruption**; and
- 11.5.6. **emergency** telephone contact numbers.
- 11.6. You have the right to request from us an extension of additional time for the provision of your **medical confirmation** for your **premises**.
- 12. Obligations if you are not an owner**
- 12.1. If you cannot meet an obligation relating to your **premises** under this **contract** because you are not the owner, you will not 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.
- 12.2. Reasonable steps you may take include:
- 12.2.1. notification (with evidence) of the owner or owner's agent of the obligation and the action required to comply with the obligation; and
- 12.2.2. provision of the owner's name and contact information to us.
- 13. Vacation of premises**
- 13.1. 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.
- 13.2. 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**).
- 13.3. You may incur special **meter** read fees, **disconnection** fees or other fees as charged by your **Distributor**.
- 13.4. 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**.
- 13.5. You may not be liable to pay for electricity under clause 13.4 if:
- 13.5.1. you were evicted or otherwise forced to vacate the **premises** and you can provide evidence of such eviction or forced vacation,
- 13.5.2. we enter a new **contract** with another **customer** for the **premises**, or
- 13.5.3. the electricity supply at the premise's transfers to another **retailer**.
- 14. Our liability**
- 14.1. To the extent that we own the **energy** sold to you, ownership and risk in all **energy** sold by us to you will pass to you at the time it leaves the distribution system and enters your system at your **supply address**.
- 14.2. 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**.
- 14.3. You must take reasonable steps to minimise the risk of loss or damage to any equipment, **premises** or business of yours which may result from poor quality or reliability of the **energy** supplied to you under this **contract**.
- 14.4. 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**.
- 14.5. 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, or loss or damage which may arise in connection with an act or omission of the **Distributor**, Metering Coordinator or **Metering Provider**.
- 14.6. To the extent permitted by law our liability for breach of implied conditions, warranties or undertakings is (at our option) limited to:
- 14.6.1. providing equivalent goods or services provided under this **contract** to the **supply address**; or
- 14.6.2. paying you the cost of replacing the goods or services, or acquiring equivalent goods or services, provided under this **contract** to you or the **supply address**.
- 14.7. This clause applies in to and does not affect the operation of any limitation on liability either party may be entitled to claim the benefit of under applicable **energy laws**.
- 14.8. You must indemnify us against injury, loss or damage suffered by a third party in connection with your use of **energy** and claimed against us, to the extent that the injury, loss or damage is caused, or contributed to, by your negligence or your breach of this agreement.

- 14.9. Nothing in this agreement varies or excludes the operation of:
- 14.9.1. section 117 of the Electricity Industry Act 2000 (Vic),
 - 14.9.2. sections 97 and 97A of the Electricity Act 1994 (Qld)
 - 14.9.3. sections 78 and 120 of the National Electricity Law; or
 - 14.9.4. the consumer guarantees regime contained in Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth).
- 15. Electricity charges**
- 15.1. Your **electricity charges** are set out in your **customer agreement** with us.
- 15.2. We may choose to offer you a bundled or unbundled electricity tariff, where your component prices are separately itemized (wholesale, **network**, environmental etc). Once you have accepted our offer, if you request and we agree to change to either a bundled or unbundled electricity tariff, you will be required to accept a new offer from us.
- 15.3. If you have agreed to variable price **contract** with us, from time to time, we may vary your **electricity charges** to reflect:
- 15.3.1. regulatory compliance requirements, metering charges, **meter** data charges, service charges, loss factors or charges resulting from the operation of the National Electricity Market (NEM), changes in our operating costs, changes in the Consumer Price Index (CPI) or other changes in laws;
 - 15.3.2. changes in regulated distribution use of system charges, including the introduction of any time of use or flexible pricing, distribution **network** charges or tariffs;
 - 15.3.3. 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
 - 15.3.4. changes in your **energy** consumption which result in you no longer being 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).
- 15.4. If you have agreed to a fixed price **contract** with us, from time to time, we may vary your **electricity charges** to reflect:
- 15.4.1. 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
 - 15.4.2. 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.
- 15.5. We may recoup the cost of **Unaccounted for Energy** as imposed on us from the market operator. We will pass these charges through to you as a separate line item from time to time
- 15.6. We may recoup the cost of unforeseen, or **emergency** regulated charges (**RERT**, generator compensation charges etc) imposed on us by the market operator, regulators, or governments. We will pass these charges through to you as a separate line item when required.
- 15.7. If you are a **small customer** in Victoria; your prices will vary:
- 15.7.1. 1 month after a distribution price variation; or
 - 15.7.2. at the end of your fixed price **contract**; or
 - 15.7.3. if allowed under a determination made by the Essential Services Commission of Victoria.
- 15.8. If we vary your **electricity charges**, we will give you notice in writing before the variation takes effect as required under applicable **energy laws**.
- 15.9. If a change in your use of **energy** means you are no longer eligible for the tariff you are on, we may cancel your **customer agreement** and transfer you to a new tariff under our standing offer agreement, if we do so we will notify you in writing in accordance with **energy laws**.
- 16. Change in Network Tariff**
- 16.1. That if by accepting our offer you are switching to a new tariff structure, you are agreeing to that change in tariff structure.
- 16.2. Your **Distributor** may from time to time choose to change your **network** tariff. We may choose to amend your retail tariff as a result, if we do so we will notify you in writing in accordance with **energy laws**.
- 16.3. Victorian **customers** on a time of use or demand tariff may in most circumstances have the right to choose to change to a flat or non-demand tariff at no cost. For more information visit www.nextbusinessenergy.com.au/tariff-change-opt-out
- 17. Multiple premises**
- 17.1. This **contract** may apply to more than one **premises** which are controlled or owned by you.
- 17.2. 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**.
- 17.3. 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**.
- 17.4. We may agree to the removal of **premises** under the **contract** (**roll out sites**). No penalty applies for **roll out sites** where 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).
- 17.5. In entering a multisite agreement with us, you have explicitly consented to the consumption being aggregated and as per National Energy Retail Rules, the consumption of electricity at all of the **sites** comprising the **premises** is to be treated as aggregated **sites** as detailed in the **Customer Acknowledgement** section of your agreement.
- 18. Bills**
- 18.1. We will issue your bills via email unless you have elected to receive your bills via a postal service. We are not responsible for the timely or correct delivery of bills via a postal service.
- 18.2. Bills will contain all information required by applicable laws.
- 18.3. You will be billed monthly as per your **customer agreement** unless otherwise agreed between you and us.
- 18.4. Your bill is due by the due date, which will be no less than 13 days from the date the bill is issued.
- 18.5. 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.
- 18.6. 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.
- 18.7. If you have multiple **premises** billed on a combined single bill, you may request to remove one or more **premises** from your single bill, or request to have more than one multisite bill.
- 19. Estimating the energy usage**
- 19.1. We may estimate the amount of **energy** consumed at your **premises** if your **meter** cannot be read, if your metering data is not obtained (for example, if access to the **meter** is not given or the **meter** breaks down or is faulty), or if you otherwise consent.
- 19.2. You have the right to provide your own reading of the **meter**, in accordance with the process that is outlined on our website.
- 19.3. If we estimate the amount of **energy** consumed at your **premises** to calculate a bill, we must:
- 19.3.1. state on the bill that it is based on an estimation; and
 - 19.3.2. when your **meter** is later read, adjust your bill for the difference between the estimate and the **energy** used.
- 19.4. If the later **meter** read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the **meter** was not read (if less than 12 months), or otherwise over 12 months.
- 19.5. If the later **meter** read shows that you have been overcharged, we will credit the overcharged amount to your account and seek your instruction on how to deal with any remaining credit amount.

19.6. If the **meter** has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the **meter**, we will comply with your request but may pass through you any costs we incur in doing so.

20. Bill calculations concessions, rebates, and discounts

20.1. Your bills are calculated based on the **electricity charges** provided in your **customer agreement** or subsequently advised in accordance with these terms, and the amount of electricity consumed at your **premises** during the **billing cycle**.

20.2. Your bill may also include additional fees, for example, **disconnection** and reconnection fees from your **Distributor** or additional metering charges from your **Meter Provider** or other additional retail charges such as credit card charges and dishonour fees. Refer to our additional service charges list at www.nextbusinessenergy.com.au/service-order-charges

20.3. 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.

20.4. Where applicable discounts, concessions, rebates and will be calculated on billed charges, and will be offset against invoiced charges.

20.5. Where applicable guaranteed service level payments, other **Distributor** credits and **retailer** applied credits will be offset against billed charges.

21. Bill reviews

21.1. 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.

21.2. 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.

21.3. 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.

21.4. If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:

- 21.4.1. the portion of the bill that you do not dispute; or
- 21.4.2. an amount equal to the average of your bills in the last 12 months.

22. Paying your bill

22.1. 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.

22.2. 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, dishonoured transaction fees).

22.3. Where permitted by applicable laws we may also charge for 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.

22.4. If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee, which is part of our Additional Retail Charges published on our website.

22.5. We will waive late Payment fees if you are a **residential customer** in financial difficulty, are a registered and eligible concession or rebate recipient.

Note for Victorian and Queensland customers

Late Payment Fees do not apply in Victoria or the Ergon Network Service area.

23. Reminder & Warning messages

23.1. If you have not paid your bill by the due date, we will send you reminder notices and warning notices as required by applicable **energy laws**.

23.2. We may choose to send you reminder and warning notices in writing via email, post, or other delivery method, to your nominated delivery address, the **supply address** or both addresses.

23.3. We may also choose to send you reminders and information via SMS or similar message services.

24. Payment difficulties

24.1. 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 that may be available, including access to our tailored payment plans, **customer** hardship program (for **residential customers**) or payment extensions or instalment plans (for business **customers**).

24.2. Additional protections may be available to you under our **Customer Hardship Policy** and under the **National Energy Retail Law** and the Rules if you are a **customer** experiencing payment difficulties due to hardship. A copy of our **Customer Hardship Policy** is available on our website.

25. Creditworthiness

25.1. We may seek to undertake a **credit check** on you, using any information we are permitted by law to use to establish your creditworthiness.

25.2. 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.

25.3. If we incur any legal or other costs in recovering debt from you, we will pass those costs on to you.

25.4. We may lodge a credit default listing against you, if:

- 25.4.1. we have notified you in writing that we intend to do so, and
- 25.4.2. more than 60 days has lapsed since the due date for any outstanding amounts.

26. Security deposit

26.1. We may require a **security deposit** from you as permitted under applicable **energy laws**. The circumstances in which we can require a **security deposit** and the maximum amount of the **security deposit** are regulated under applicable **energy laws**.

26.2. If a **security deposit** is taken, we will pay you interest on the **security deposit** at a rate in accordance with the applicable laws.

26.3. A **security deposit** and any accrued interest will only be used by us to offset any amounts owing by you to us in accordance with the applicable **Energy laws**.

26.4. If we use your **security deposit** or any accrued interest to offset amounts owed to us, we will advise you within ten **business days**.

26.5. We must return your **security deposit** and any accrued interest in accordance with the applicable **energy laws** in the following circumstances:

- 26.5.1. you complete 1 years' payment (in the case of **residential customers**) or 2 years' payment (in the case of business **customers**) by the pay-by dates on our regular bills; or
- 26.5.2. when you we are no longer FRMP for this **site**, or if you are no longer responsible for purchasing **energy** at the relevant **premises** under this or subsequent **contract** with us.

26.6. If you do not give us any reasonable instructions, we will credit the amount of the **security deposit**, together with any accrued interest, to your next bill.

27. Undercharging

27.1. 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.

27.2. In states other than Victoria 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, or as specified in applicable **energy laws**, before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

27.3. In Victoria the maximum amount we can recover from you is limited to the amount that has been undercharged in the 4 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

28. Overcharging

- 28.1. If we have overcharged you by less than \$50, we will credit that amount to your next bill.
- 28.2. If we have overcharged you by more than \$50, we must inform you within ten **business days** of becoming aware of the overcharge.
- 28.3. We will credit the amount to your next bill unless you direct us otherwise.
- 28.4. 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**.
- 28.5. 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.

29. Disconnection of electricity supply

- 29.1. We may arrange for the **disconnection** of electricity at your **premises** if:
 - 29.1.1. you do not pay your bill by the pay-by date, or
 - 29.1.2. you do not give access to your **premises** to read a **meter** (where relevant) for three consecutive **meter** reads, or
 - 29.1.3. refuse, when required, to provide acceptable identification (if you are a new **customer**), or
 - 29.1.4. there has been illegal consumption of electricity at the **premises**, or
 - 29.1.5. we are otherwise entitled or required to do so by law, or
 - 29.1.6. you have requested us to do so.
- 29.2. Before arranging for **disconnection** of electricity of your **premises**, we will issue reminder notices and **disconnection** warning notices as required by applicable laws.
- 29.3. If you have a remotely read **meter**, **disconnection** of the supply of electricity to your **premises** may occur remotely.
- 29.4. 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.

30. Where disconnection of electricity supply is prohibited

- 30.1. As required by applicable laws, we will not disconnect your electricity supply:
 - 30.1.1. on a **business day** before 8.00am or after 3.00pm,
 - 30.1.2. on a Friday or the day before a public holiday,
 - 30.1.3. on a weekend or a public holiday,
 - 30.1.4. on the days between 20 December and 31 December (both inclusive) in any year,
 - 30.1.5. 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
 - 30.1.6. if you are a residential hardship **customer** or on a tailored payment plan and meeting the conditions of our hardship program or are an instalment plan **customer** meeting the agreed conditions of your instalment plan.

31. Reconnection

- 31.1. 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).
- 31.2. We may terminate this **contract** ten **business days** following **disconnection** if you do not meet the requirements in clause above.

32. Wrongful and illegal use of energy

- 32.1. You must not, and must take reasonable steps to ensure others do not:
 - 32.1.1. illegally use **energy** supplied to your **premises**; or
 - 32.1.2. interfere or allow interference with any **energy** equipment that is at your **premises** except as may be permitted by law; or
 - 32.1.3. use the **energy** supplied to your **premises** or any **energy** equipment in a manner that:

- 32.1.4. unreasonably interferes with the connection or supply of **energy** to another **customer**; or
- 32.1.5. causes damage or interference to any third party; or
- 32.1.6. allow **energy** purchased from us to be used otherwise than in accordance with this **contract** and the Rules; or
- 32.1.7. tamper with, or permit tampering with, any **meters** or associated equipment.

33. Meters and Metering (not applicable to small Victorian Customers)

- 33.1. Unless we make a different agreement with you, we will arrange for metering equipment to be installed and/or **meter** services supplied to be supplied by an accredited provider at your **site** or **sites** in accordance with the applicable **energy laws**.
- 33.2. You may be charged an additional fee (**meter** service charge) to cover the additional costs of advanced metering provided by a **Meter** Provider, which is detailed in our Additional Service Charges published on our website.
- 33.3. The **meter** at a **Site** is the property of the **Metering Provider**.
- 33.4. You must advise us immediately if you become aware of a potential safety hazard at your **premises**.
- 33.5. You must allow us and our authorised representatives safe and unhindered access to your **premises** for the purposes of (where relevant):
 - 33.5.1. reading, testing, maintaining, inspecting, or altering any metering installation at the **premises**; and
 - 33.5.2. calculating or measuring **energy** supplied or taken at the **premises**; and (iii) checking the accuracy of **metered** consumption at the **premises**; and
 - 33.5.3. replacing **meters**.
- 33.6. We will use our best endeavours to ensure that a **meter** reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.
- 33.7. If we or our representatives seek access to the **premises** under paragraph (a), we will:
 - 33.7.1. comply with all relevant requirements under the **energy laws**; and
 - 33.7.2. carry or wear official identification; and
 - 33.7.3. show the identification if requested.
- 33.8. You acknowledge that your **meter** may be upgraded, altered, or replaced in line with applicable laws.
- 33.9. 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.
- 33.10. If we propose to replace your electricity **meter**, we must give you a notice with the right to elect not to have your **meter** replaced unless:
 - 33.10.1. your **meter** is faulty, or sample testing indicates it may become faulty; or
 - 33.10.2. you have requested or agreed to the replacement of your **meter**.
- 33.11. Subject to **energy laws**, we have discretion as to the **Metering Provider** we appoint and whether we accept a **Direct Metering Agreement (DMA)** with another accredited **Metering Provider** you may have chosen.
- 33.12. We may charge you an **DMA** Establishment Fee, to recover the costs of establishing your **DMA**, and an ongoing **DMA** Service Fee to recover costs associated with the ongoing billing of your **DMA**.
- 33.13. We may revoke our acceptance of your **Direct Metering Agreement** if the **Metering Provider** is not accredited, does not comply with the applicable **energy laws**, or does not meet their obligations under the agreement or any other agreement we enter into with that provider concerning **Metering Services** provided to you.
- 33.14. If we revoke your **Direct Metering Agreement**, we will appoint a **Metering Provider**.
- 33.15. We may vary your metering charges, valued added service charges or any other charge related to your **Direct Metering Agreement** if:
 - 33.15.1. we or a **Metering Provider** determine it is appropriate to vary your charges to reflect the nature of the services required at your **site(s)**;

- 33.15.2. we are advised you have a new **Direct Metering Agreement** for a site(s);
 - 33.15.3. the **Direct Metering Agreement** you have entered into is varied
 - 33.15.4. If we revoke our acceptance of your **Direct Metering Agreement**; or
 - 33.15.5. **energy laws** allow you to change the metering arrangements (including the person responsible for metering), and you elect to do so.
- 33.16. If, as a result of a variation under clause 33.15, we have to terminate or vary any **contract** we have entered into with any third party to perform our metering obligations under this agreement, you will indemnify us for all liability we incur or suffer in connection with that termination or variation.
- 34. Meters and Metering (Victorian Customers)**
- 34.1. **Meters** and Metering for small Victorian customers are generally the responsibility of the local **Distributor**.
- 34.2. You must advise us or your local **Distributor** immediately if you become aware of a potential safety hazard at your **premises**.
- 34.3. You must allow your **Distributor**, us and our authorised representatives safe and unhindered access to your **premises** for the purposes of (where relevant):
- 34.3.1. reading, testing, maintaining, inspecting, or altering any metering installation at the **premises**; and
 - 34.3.2. calculating or measuring **energy** supplied or taken at the **premises**; and (iii) checking the accuracy of metered consumption at the **premises**; and
 - 34.3.3. replacing **meters**.
- 34.4. We will use our best endeavours to ensure that a **meter** reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.
- 34.5. If we or our representatives seek access to the **premises** under paragraph (a), we will:
- 34.5.1. comply with all relevant requirements under the **energy laws**; and
 - 34.5.2. carry or wear official identification; and
 - 34.5.3. show the identification if requested.
- 34.6. You acknowledge that your **meter** may be upgraded, altered, or replaced in line with applicable laws.
- 35. Interruption to electricity supply**
- 35.1. We may arrange **retailer planned interruptions** (maintenance repair etc).
- 35.2. We may arrange **retailer planned interruptions** to the supply of electricity to your **premises** where permitted under the **energy laws** for the purpose of the installation, maintenance, repair or replacement of your electricity **meter**.
- 35.3. If your electricity supply will be affected by a **retailer planned interruption** arranged by us and clause 11.5.4 does not apply:
- 35.3.1. we may seek your explicit consent to the **interruption** occurring on a specified date; or
 - 35.3.2. we may seek your explicit consent to the **interruption** occurring on any day within a specified **5 business day** range; or
 - 35.3.3. otherwise, we will give you at least **4 business days'** notice of the **interruption** by mail, letterbox drop, press advertisement or other appropriate means.
- 35.4. If you request us to do so, we will use our best endeavours to explain a **retailer planned interruption** to the supply of electricity to the **premises** which was arranged by us.
- 35.5. If you request an explanation in writing we must, within **10 business days** of receiving the request, give you either:
- 35.5.1. the written explanation; or
 - 35.5.2. an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
 - 35.5.3. For **interruptions** made by your **Distributor**, we may refer you to your **Distributor** to provide information.

Note for Victorian customers

This section does not apply unless you have chosen to install a **meter** provided by a third-party **meter** supplier.

36. Notices

- 36.1. All notices under this **contract** will be sent in writing and via email unless otherwise agreed or stipulated by applicable law.
- 36.2. You are responsible for providing us with current and correct contact information.
- 36.3. A notice or bill sent under this **contract** is taken to have been received by you or by us (as relevant):
- 36.3.1. 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
 - 36.3.2. on the date **2 business days** after it is posted; or
 - 36.3.3. on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- 36.4. 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.

37. Force Majeure

- 37.1. Effect of **force majeure event**- If either party to this **contract** cannot meet an obligation under this **contract** because of an event outside the control of that party ('a **force majeure event**'): 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
- 37.1.1. 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.
 - 37.1.2. Deemed prompt notice - If the effects of a **force majeure event** are widespread, we will 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.
- 37.2. 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.
- 37.3. 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.

38. Feed in Tariffs

- 38.1. In this section, terms that are capitalised have the same meaning as that given in the **GST Act**, except where these terms are defined at end of this agreement.
- 38.2. You may be eligible for a feed in tariff if:
- 38.2.1. You have a properly installed and **Electricity Generating Facility** (facility);
 - 38.2.2. Your facility meets all relevant electrical and **Distributor** requirements;
 - 38.2.3. you have a supply agreement with us in relation to the **supply address**;
 - 38.2.4. the **meter** at the **supply address** at which your Facility is located is a **Net Meter**;
 - 38.2.5. the **supply address** has been assigned with the relevant **NMI** tariff code and is eligible for the relevant feed-in tariff; and
 - 38.2.6. We are the **financially responsible market participant** for your **supply address**.
- 38.3. You agree to sell to us, and we agreed to purchase, each kilowatt hour of feed-in electricity at the applicable published feed in tariff rate subject to **energy laws**.
- 38.4. For every kilowatt hour of electricity exported to the grid, you will receive either:
- 39.4.1. Where your facility is eligible, a government regulated feed in tariff; or
 - 39.4.2. A non-regulated feed in tariff rate as detailed in your agreement with us.

- 38.5. We will give you notice of any change to your published feed-in tariff as soon as practicable in accordance with **energy laws**.
- 38.6. You acknowledge that prior to entering into this agreement we advised you if the **network** tariff related to your electricity sales **contract** may change because of this agreement and (if applicable) that we advised you of that new **network** tariff.
- 38.7. Ownership of your feed-in electricity passes to us when it passes through the supply point.
- 38.8. Unless otherwise agreed with us in writing, this agreement does not assign to us any rights to Small-Scale Technology Certificates (STCs) or Renewable Energy Certificates (RECs) generated by your facility.
- 38.9. You must have a valid and enforceable agreement with your **Distributor** regarding the connection of your **Electricity Generating Facility** to the relevant Distribution System.
- 38.10. You must comply with all requirements of your **Distributor**, and of the regulatory requirements regarding the ongoing connection of facility and export of **energy**.
- 38.11. You acknowledge that your facility and associated metering equipment will also be disconnected from the distribution system if your electricity supply is disconnected in accordance with the terms and conditions of this agreement.
- 38.12. You must provide us with 14 **business days** prior notice if you intend to alter the installed or nameplate generating capacity of your facility.
- 38.13. If you remove or disable your facility from your **Supply address** your agreement with us will continue but you will not receive the feed-in tariff.
- 38.14. You are liable for and must pay all charges, expenses, or costs:
- 38.14.1. arising from the installation, testing, approval, operation, or maintenance of your facility or metering equipment, including those charges, expenses or costs that may be imposed by your **Distributor**; or
- 38.14.2. imposed by a government agency on either us or your **Distributor** in relation to the export of electricity from your facility.
- 38.15. If such charges, expenses, or costs are imposed on us by your **Distributor** or government agency, we may pass through these charges, expenses, or costs at any time to you, by including them on any bill issued by us under this agreement.
- 38.16. While you remain our **customer**, the minimum amount of feed-in credit we will refund is \$100. You may request up to four refunds per annum. We will refund monies to the bank account nominated by you.
- 38.17. We will provide information on applicable charges, expenses and costs that may arise from the installation, testing and approval of your facility.
- 38.18. You understand that changes to the installed capacity of your facility may change your eligibility to receive regulated feed in tariffs.
- 38.19. If you are no longer eligible for a regulated feed-in-tariff, you will automatically become eligible for our non-regulated feed-in-tariff.
- 38.20. All amounts payable or the value of other consideration provided in a respect of a Taxable Supply made in relation to this Feed-In **Contract** are exclusive of **GST** (if any).
- 38.21. Notwithstanding any other provision in this agreement, if **GST** is levied or imposed on any Taxable Supply made in connection with a Feed-In Supply we must pay you, in addition to any amounts payable, or the value of any consideration, for that Taxable Supply, an additional amount equal to the amount of that **GST**, subject to clause 38.24.
- 38.22. Where any amount is paid as reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense, or other amount incurred, the amount must be reduced by any Input Tax Credit available to that party and, if a Taxable Supply, must be increased by the **GST** payable in relation to the Taxable Supply and a Tax Invoice will be provided by the party being reimbursed or indemnified.
- 38.23. We acknowledge that we are registered for **GST** when we enter into this agreement, and we will notify you if we cease to be registered for **GST**.
- 38.24. If applicable, you acknowledge that you are registered for **GST** when you enter into this agreement and will notify us if you cease to be registered for **GST**.
- 38.25. If permitted under the **GST** Act, you agree that:
- 38.25.1. We can issue a Tax Invoice in respect of the Taxable Supply;
- 38.25.2. You will not issue a Tax Invoice in respect of the Taxable Supply;
- 38.25.3. We will issue the original or a copy of the Tax Invoice to You within 28 days of making, or determining, the value of the Taxable Supply.
- 38.26. If clause 38.25 does not apply, you must provide to us a valid Tax Invoice for the advised amount payable, or the advised value of any consideration, for a Taxable Supply made in connection with this agreement and applicable **GST**.
- 38.27. **GST** credits associated with a feed in tariff, if applicable will be separately detailed on the tax invoice.
- 38.28. You:
- 38.28.1. must provide a valid ABN to use in respect of any payments for feed-in electricity made to you if you are carrying on an enterprise and you are required to have an ABN and you are using the facility for business purposes; or
- 38.28.2. warrant that electricity exported by the facility is private and domestic by nature and not related to any business enterprise carried on by you, and for this reason you have not provided an ABN to us because you are not required to have an ABN.
- 38.29. You will:
- 38.29.1. if requested by us, provide a 'No ABN Withholding Declaration' as soon as practicable;
- 38.29.2. notify us immediately if you have not provided a valid ABN; and
- 38.29.3. indemnify us against any loss suffered by us because of failure by you to provide such notification.
- 38.30. If we are required to withhold any amount in respect of tax from a payment to be made to you under this agreement, we are entitled to do so. Such withholding and payment to the relevant taxing authority will be a good discharge of our obligation to pay the relevant amount to you. If we pay an amount to you without withholding an amount in respect of tax, you indemnify us for any loss suffered by you because of us failing to withhold. We will provide you with a payment summary which covers each withheld amount in accordance with section 16-155 in Schedule 1 of the Taxation Administration Act 1953 (CT).
- 38.31. You will be solely liable for payment of all taxes (including but not limited to corporate taxes, personal income tax, fringe benefits tax, payroll tax, stamp duty, withholding tax, PAYG, turnover tax and excise and import duties, and any sub**contractor's** taxes) which may be imposed in relation to feed-in electricity, the installation, operation or maintenance of the facility or the payments made under this agreement.
- 39. Distributor responsibilities**
- 39.1. 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.
- 39.2. 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.
- 40. Applicable law**
- 40.1. 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.
- 41. Privacy**
- 41.1. 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.

42. Complaints

- 42.1. 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.
- 42.2. If you are not satisfied with the outcome of your complaint or dispute, you can contact the Energy Ombudsman in your state.
- ACT Civil and Administrative Tribunal
02 6207 1740
 - Energy & Water Ombudsman NSW
1800 246 545
 - Energy and Water Ombudsman Queensland
1800 662 837
 - Energy Industry Ombudsman South Australia
1800 665 565
 - Energy and Water Ombudsman (Victoria)
1800 500 509

43. GST

- 43.1. Amounts specified in the **customer agreement** from time to time and other amounts payable under this **contract** may be stated to be exclusive or inclusive of **GST**.
- 43.2. 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.

44. Retailer of last resort

- 44.1. 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**.

45. Assignment or transfer of this contract

- 45.1. If you wish to assign or transfer your rights or obligations under this **contract**, you must notify us in writing.
- 45.2. We may assign, novate, or transfer our obligations under this **contract**.

46. Amendments to this contract

- 46.1. 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.
- 47.2. You accept the variation of the terms of this **contract** by not terminating this **contract** during that period.
- 47.3. We may also vary these terms by notice to you if required by changes in the rules, **energy laws** or because regulatory requirements change.

47. General provisions and interpretation

- 48.1. If any matter that is required to be included in these terms or your **customer agreement** and not expressly dealt with then that regulatory requirement is incorporated as if it were a term of this **contract**.
- 48.2. Any inconsistency between these terms and a regulatory requirement, then these terms will prevail unless the regulatory requirement provides that it must prevail or we would be in contravention of that requirement if it did not prevail.
- 47.3. 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.
- 47.4. 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.
- 47.5. A provision of this **contract** that is unenforceable or partly unenforceable is, where possible, severed to the extent necessary to make this **contract** enforceable.
- 47.6. A singular word includes the plural, and vice versa.
- 47.7. A reference to a person includes a reference to a company or other legal entity.

- 47.8. A reference to AEST is a reference to Australian Eastern Standard Time.

Glossary

- 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.
- contract** means the terms and conditions set out in this document and your **customer agreement**.
- credit check** means an assessment of your creditworthiness, application for credit or ability to manage any existing debt.
- 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.
- customer connection contract** means a **contract** between you and your **Distributor** for the provision of **customer** connection services.
- customer** means the person who is buying or wishes to buy electricity from Next Business Energy.
- Direct Metering Agreement or DMA** means, with respect to a **Site**, an agreement between you and a **Metering Provider** for **Metering Services** at that **site**.
- disconnection** means an action to prevent the flow of **energy** to the **premises**, but does not include an **interruption**.
- Distributor** means the person who operates the system that connects your **premises** to the distribution **network**.
- Distributor planned interruption** means an **interruption** for:
- (a) the planned maintenance, repair or augmentation of the transmission system; or
 - (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a **meter** (excluding a **retailer planned interruption**); or
 - (c) the installation of a new connection or a connection alteration.
- electricity charges** mean those charges for the sale and supply of electricity at your **premises** as set out in your **customer agreement**.
- Electricity Generating Facility** means a facility or installation that generates electricity, which is connected to the distribution system, in accordance with applicable rules, codes and laws.
- 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 laws** means any relevant Commonwealth, State or local government regulation, including all laws, regulations, subordinate legislation, proclamations, Orders in Council, licence conditions, codes, determinations made by a relevant regulator, guidelines or standards applicable from time to time in the State in which the **Supply address** is located.
- energy** means electricity or gas.
- environmental schemes** mean 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.
- exit fees** mean the reasonable estimation of costs incurred by us because of your termination of this **contract**.
- financially responsible market participant** means the NEM market participant that has been made financially responsible for the **energy** supplied to the supply point as designated by the Australian Energy Market Operator via their **energy** market systems.
- 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).

interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a **customer**, but does not include **disconnection**.

large customer mean a **customer** who is not a **residential customer** and consumes at a business premise (per annum) more than 40Mwh in Victoria, 100Mwh in New South Wales, Queensland, and ACT, and 160Mwh in South Australia.

medical confirmation means certification in a **medical confirmation** form from a registered medical practitioner that a person residing or intending to reside at a **customer's premises** requires life support equipment.

meter means a device that measures the flow of **energy**.

Metering Provider means a person who provides **Metering Services** and/or instrument testing.

Metering Services means the installation, maintenance or testing of metering equipment at a **site** and the reading and forwarding of data from that metering equipment to us, the **Distributor** and the market operator and discharging our regulatory obligations in relation to those services (but excludes instrument testing).

minimum supply period means the period that may be specified your **customer agreement**.

National Energy Retail Law means the Law of that name that is applied by each participating State and Territory, and in Victoria the Electricity Industry Act (2000).

Net Meter means a **meter** that records net export of **energy** to the distribution grid from an Electricity Generation Facility.

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

NMI means National Metering Identifier.

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

premises or **site** or **supply address** mean the location where you take supply of electricity from Next Business Energy as the **financially responsible market participant** 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.

RERT means the Reliability and **Emergency** Reserve Trader scheme operated by AEMO.

residential customer means a person who purchases **energy** principally for personal, household, or domestic use at their **premises**.

retailer means a person that is authorised to sell **energy** to **customers**.

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.

retailer planned interruption means an **interruption** that:

(a) is for the purposes of the installation, maintenance, repair or replacement of your electricity **meter**; and does not involve the **Distributor** effecting the **interruption**; and

(b) is not an **interruption** which has been planned by your **Distributor**.

roll in sites mean 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 sites mean a premise under this **contract** which is removed from this **contract**, and we cease the sale and supply of electricity to.

RoLR event means an event that triggers the operation of the **Retailer of last resort** scheme under the **National Energy Retail Law**.

NERR/Rules/Code means the National Energy Retail Rules made under the **National Energy Retail Law**, or in Victoria, the Energy Retail Code of Practice.

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 **residential customer**; or a business **customer** who consumes **energy** at or below a level determined under the **National Energy Retail Law**.

standing offer prices means tariffs and charges that we charge you for or in connection with the sale and supply of **energy**. These are published on our website.

supply address means the premise where Next Business Energy is (or has been requested to be) financially responsible for the **energy** supplied.

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**.

Unaccounted for Energy means **energy** that is allocated to us by the market operator to account for the difference between electricity drawn into a distribution area and what is metered by end-user meters after technical loss factor are considered.