

MARKET RETAIL CONTRACT

CUSTOMER TERMS AND CONDITIONS

Version 5 – August 2026



POWERSHOP AUSTRALIA PTY LTD

ABN (41 154 914 075)

TEL 1800 462 668

WWW.POWERSHOP.COM.AU

1 Summary and cooling off period

- a. This Agreement is for the sale of Energy to you as a Small Customer at your Premises. It is a market retail contract that starts on the day you have accepted the offer we have made to you on the terms of this Agreement.
- b. Even after you have accepted this Agreement, you can withdraw and cancel it during the 10 Business Day cooling off period by calling us on **1800 462 668** or writing to us at info@powershop.com.au. The cooling off period starts the first Business Day after you receive your Welcome Pack. If you do so, this Agreement will end immediately, and we'll keep a record of your cancellation.

2 The Parties

This Agreement is between:

Powershop Australia Pty Ltd (ABN 41 154 914 075) who sells Energy to you at your Premises (in this Agreement referred to as “we”, “our” or “us”); and

You, the Small Customer who has accepted our offer to sell Energy (in this Agreement referred to as “you” or “your”).

If you have accepted our offers to sell you both electricity and gas, you have one Agreement for electricity and one Agreement for gas.

3 Do these terms and conditions apply to you?

3.1 These are our terms and conditions

These terms and conditions form part of our Agreement with you for the sale of Energy at your Premises. In addition to these terms and conditions, upon signing up with Powershop we will give you various other documents which are part of your Agreement, including Pricing Statement and Important Information documents which detail the Prices that will apply to the Agreement, and details of any discounts or benefits or additional terms that apply to those Prices. These will be included in your Welcome Pack.

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- a. you're a Residential Customer or a Business Customer who is a Small Customer (and where we have not agreed that your Premises are to be aggregated for the purposes of determining whether or not you are a Small Customer, in which case our Large Customer Contract or Multi-Site Customer Contract would apply);
- b. you request us to sell Energy to you at your Premises; and
- c. you give us your explicit informed consent to enter into a market retail contract.

3.3 Electricity or gas

This Agreement can apply to electricity or gas (referred to as Energy throughout this Agreement), but some terms may be expressed to apply to one or the other. If we are your retailer for both electricity and gas, you have a separate agreement with us for each of them (one for your electricity and the other for your gas).

3.4 More than one Premises

If we supply you Energy at more than one Premises, then we have a separate agreement with you for each Premises.

3.5 Ceasing to be a Small Customer

- a. Your Distributor determines whether you're a Small Customer and we determine whether you're a Business Customer or Residential Customer. It's your responsibility to tell us if the amount of Energy you use changes significantly. This is because you may no longer be classified as a Small Customer.
- b. You also must tell us if:
 - i. you're a Residential Customer and you stop purchasing Energy at your Premises principally for personal, household or domestic use (as you'll need to change to one of our business market offers); or
 - ii. you're a Business Customer and you start to purchase Energy at your Premises principally for personal, household or domestic use (as you'll need to change to one of our residential market offers).
- c. If you're no longer a Small Customer at your Premises then we may, acting reasonably:
 - i. charge you for the Energy supplied at your Premises at the rates and charges that we consider necessary to recover from you all costs we incur in connection with selling you that Energy plus any amount that we consider would have been charged had the appropriate arrangement been in place, at our discretion; and
 - ii. notify you that, if you don't enter into an alternative arrangement with us within 20 Business Days of our notice, we may have your Premises disconnected and you'll have no right of reconnection.

4 What is the term of this Agreement?

4.1 When does this Agreement start?

This Agreement starts on the day you have accepted an offer we have made to you on the terms of this Agreement. Our obligation to start selling you Energy starts when:

- a. you have provided us with all of the information and consents we have reasonably requested from you;
- b. if you're transferring to us from another retailer, the market transfer has been processed; and
- c. your Premises is connected to the Distribution Network.

4.2 When can we cancel or vary this Agreement?

- a. We may cancel or vary this Agreement (including by giving you new terms and Prices) before we start selling you Energy if:
 - i. you're not eligible for an offer we have made to you (e.g. we don't have market contract rates for your meter type in your distribution area or you don't meet the eligibility criteria for a certain offer); or
 - ii. you don't agree to a credit check or you don't meet our credit requirements, to the extent permitted by the Regulatory Requirements; or
 - iii. any information in your Welcome Pack is incorrect.

If we cancel the Agreement, we'll let you know.

- b. If after we start to sell you Energy:
 - i. we identify that you are not eligible or have become ineligible for the offer you are on (e.g. you don't meet the eligibility criteria);
 - ii. information you have provided to us is incorrect; or
 - iii. energy generation or storage assets are installed at the Premises or there are changes to such assets, and you haven't notified us of the installation or the changes,

we may terminate or vary this Agreement (including by giving you new terms and Prices). If we do so we will provide you with notice in accordance with Regulatory Requirements.

4.3 When does this Agreement end?

- a. We have two types of agreements: those with a fixed term and those which are ongoing until you or we end it. Your Pricing Statement will set out what type of Agreement you're on (e.g. fixed term or ongoing).
- b. If your Agreement is fixed term, then in accordance with the Regulatory Requirements, we will give you at least 20 (but no more than 40) Business Days Notice before the Agreement is due to end, and let you know what your options are.
- c. If you are on an ongoing agreement, we can end this Agreement at any time by giving you 20 Business Days' notice.
- d. This Agreement will also end:
 - i. if you request for your Premises to be disconnected—on the date a final meter read is taken and your meter is disconnected;
 - ii. by you vacating your Premises—see clause 4.4 below;
 - iii. if you start to buy Energy for the Premises from a different retailer—when the transfer to the other retailer is completed;
 - iv. by you entering into a new agreement with us—on the date we start selling Energy to you under the new agreement;
 - v. if a different Customer starts to buy Energy for the Premises—on the date we start selling Energy to that Customer at the Premises;
 - vi. if the Premises are disconnected and you have not met the requirements in the Regulatory Requirements for reconnection—10 Business Days from the date of disconnection;

- vii.** if we both agree to a date to end the Agreement—on the date that is agreed;
 - viii.** if your circumstances change in a way that makes you ineligible (or likely to become ineligible) for the offer you have accepted and you tell us of a change, or we identify a change (like a change in the use of your Energy that results in you no longer being a Small Customer)— with appropriate notice to you; or
 - ix.** if we're no longer entitled to sell Energy due to a Retailer of Last Resort Event (see clause 21 below).
- e.** If you don't give us safe and unhindered access to the Premises to conduct a final meter reading (where relevant), this Agreement will not end until we have conducted this final meter reading.
- f.** Any rights and obligations accrued before the end of this Agreement continue despite the end of the Agreement, including any obligations to pay amounts to us.

4.4 Vacating your Premises

- a. You'll need to give at least three Business Days' notice if you're vacating your Premises. You'll need to provide us with the actual date you're vacating, as well as an email address where we can send your final bill.
- b. When we receive the notice, we'll do what we can to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to the email address you have provided.
- c. If you vacate the Premises without giving us appropriate notice, or don't provide access for your meter to be read, you will continue to be responsible for Prices for the Premises until (whichever occurs first):
 - i. you tell us, or we become aware, that you've left and your meter is read;
 - ii. we start selling Energy to another Customer at the Premises;
 - iii. there's a new Retailer for the Premises; or
 - iv. the Premises are disconnected.
- d. You'll have to pay your final bill.
- e. If you don't tell us that you're vacating your Premises, you'll remain liable for Energy used and may incur additional Prices (for example, if we need to obtain a special meter read or disconnect the Premises).

4.5 What happens when your Agreement ends?

- a.** If this Agreement ends and you continue to take supply from us, we'll continue to sell you Energy either on the terms of this Agreement or on a Standing Offer, until you enter into a new agreement with us or transfer to another retailer. We will let you know which of these terms apply.
- b.** The provisions of this Agreement about privacy, liability, notices, governing law, payment, billing, disconnection, ceasing to be a small customer, use of energy and safety and emergencies and Prices will survive this Agreement ending.

5 Scope of this Agreement

5.1 What is covered by this Agreement?

- a. Under this Agreement we agree to sell you Energy at your Premises. We also agree to meet other obligations set out in this Agreement and to comply with Regulatory Requirements.
- b. In return, you agree:
 - i. to be responsible for Prices for Energy supplied to the Premises, until this Agreement ends under clause 4.3, even if you vacate the Premises earlier; and
 - ii. to pay the amounts billed by us under this Agreement; and
 - iii. to meet your obligations under this Agreement and any Regulatory Requirements.

5.2 What is not covered by this Agreement?

This Agreement does not cover the physical connection of your Premises to the Distribution Network. Your Distributor is responsible for the connection between the Distribution Network and your Premises and for the physical supply of Energy to your Premises including the quality and reliability of the Energy supplied.

5.3 Our limited role

- a. We are an energy retailer and do not control the physical supply of Energy.
- b. The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a Relevant Authority. We have no control over these and are not responsible for any loss or damage these may cause you (unless liability is imposed on us by the Regulatory Requirements, in which case our liability is limited to the Regulatory Requirements).

5.4 Supply interruptions may occur

The supply of Energy to your Premises may be interrupted, for example:

- a. for inspection, repairs, testing, maintenance, upgrades or other works, including installation, maintenance, repair and replacement of meters; or
- b. where there is insufficient Energy or system capacity to meet the needs of all consumers; or
- c. in an Emergency or for safety reasons; or
- d. due to failure in the equipment to supply you with Energy or meter that supply; or
- e. in the event of extreme weather that causes damage to the distribution or transmission network.

Your Distributor or Meter Service Provider may also need to interrupt your Energy supply. Where this occurs your Distributor or Meter Service Provider is responsible for providing you notice in accordance with the Regulatory Requirements. To the extent permitted by law, you agree that we are not liable for such interruption of the Energy supply.

6 Your general obligations

6.1 Full information

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

6.2 Updating information

You must tell us promptly if information you have provided to us changes, including if your billing address or email address changes, if your use of Energy changes or if energy generation or storage assets are installed, or there are changes to such assets at the Premises. You must also make sure the information set out in your Welcome Pack is correct and let us know of any changes.

6.3 Life Support Equipment

- a. If a person living at the Premises requires Life Support Equipment, you must let us know so that we can register the Premises as requiring Life Support Equipment and inform your Distributor. You'll also need to provide written confirmation from a registered medical practitioner of the requirement for Life Support Equipment at the Premises – if you don't do this, we may deregister the Premises as requiring Life Support Equipment.
- b. You must tell us or your Distributor if Life Support Equipment is no longer required at the Premises.
- c. Despite anything in this Agreement, if the Premises are registered as requiring Life Support Equipment, we won't arrange disconnection.

6.4 Obligations if you are not an owner

If you can't meet an obligation relating to your Premises under this Agreement because you are not the owner, you'll not be in breach of the obligation if you use your best efforts to ensure that the owner or other person responsible for the Premises fulfils the obligation.

6.5 Concession Card Holders

We'll provide you with information on any relevant concessions, rebates or grants that are available to you under this Agreement (including any eligibility requirements) in accordance with Regulatory Requirements or otherwise upon request.

7 Our liability

- a. The Regulatory Requirements, including the Australian Consumer Law (contained at Schedule 2 to Competition and Consumer Act 2010 (Cth)), provide that certain conditions, consumer guarantees and rights apply to contracts with consumers (as defined in the legislation) that cannot be excluded or limited.
- b. To the extent permitted by the Regulatory Requirements, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of Energy, its quality, fitness for purpose or safety.

- c. Unless we have acted in bad faith or negligently, the Regulatory Requirements exclude our liability for any loss or damage you suffer as a result of the total or partial failure to supply Energy to your Premises, which includes any loss or damage you suffer as a result of the defective supply of Energy.
- d. To the extent permitted by law, and other than to the extent we are in breach of this Agreement or negligent in relation to this Agreement, our liability to you under this Agreement is, if not otherwise excluded by law or this Agreement, limited to (at our option) providing you with equivalent goods or services, or paying you the costs of goods or services, equivalent to the supply of goods or services to which our liability relates.
- e. Subject to Regulatory Requirements, you hereby indemnify us against any loss or claim we may suffer due to your breach of this Agreement, your negligence in relation to this Agreement, with our recourse to such indemnity to be limited in amount to the amount which we would otherwise be able to recover at general law for your breach of Agreement or negligence in respect of this Agreement.

8 Price for Energy and other services

8.1 What are our tariffs and Prices?

- a. Your Prices for the sale of Energy to you under this Agreement are included in your Pricing Statement. You must pay us the Prices and any other amounts owing under the Agreement.

The Prices may include:

- i. Usage charges: charges based on the amount of Energy you use.
- ii. Daily supply charges: daily charges for supplying Energy to your Premises, regardless of how much Energy you use.
- iii. Distributor charges: any amounts (if applicable) that your Distributor charges us for services provided at your Premises (which are not already included in other Prices), including a connection fee, disconnection fee, special meter reading fee and any other fees that we advise from time to time.
- iv. Metering charges: any amounts that a Meter Service Provider charges us for metering related goods or services provided at your Premises (which are not already included in other Prices).
- v. Taxes: any taxes (including GST), duties, imposts, levies, charges, costs and fees that we have to pay (directly or indirectly) when we sell and supply Energy and other goods and services to you (which are not already included in other Prices).
- vi. GreenPower charges: charges for the sale of GreenPower (if applicable).
- vii. Demand charges: a charge based on the maximum level of Energy, usually in kW, used by your Premises, during a specified time period or window.
- b. The conditions for each tariff and charge are set out in your Pricing Statement and can be confirmed by contacting us. Subject to any Regulatory Requirements, we may charge you different Prices if you do not comply with any conditions applicable to your Prices or tariff.
- c. Where permitted under Regulatory Requirements, we may charge you other fees. Information regarding fees is set out on our fees page www.powershop.com.au/fees. Where a fee is applied, it will either be set out in your Pricing Statement or we'll endeavour to let you know of the fee before you incur it.

8.2 Other amounts

Where permitted under Regulatory Requirements, we may also charge you the other amounts set out below.

- a.** Any reasonable costs that we incur for arranging network, connection, disconnection and metering services for you. We'll let you know about these before you incur them.
- b.** Fees and charges for any additional services you agree we will provide you with under this Agreement.
- c.** Any fees or additional costs we incur if your payment is dishonoured or reversed.
- d.** If you breach this Agreement or Regulatory Requirements, any reasonable costs we incur as a result of that breach, except if the amount is already included in another Price.

8.3 Changes to tariffs and Prices

- a.** Subject to any Regulatory Requirements and clause 8.3(c), we can change your Prices (including changing the amount, nature and structure of your Prices, or by applying a new Price) for any reason. This includes if:
 - i.** the Distributor changes the structure or nature of the network tariff, applicable to your Premises, or reassigns your Premises to a different network tariff;
 - ii.** a new meter is installed at your Premises; or
 - iii.** the information we have used to set your Prices is incorrect.
- b.** If your Pricing Statement provides for your Prices to be fixed for a period of time, we'll let you know what your options are at the end of the fixed price period in accordance with Regulatory Requirements.
- c.** If we change your Prices we will provide you with written notice of the variation. We'll give you this notice in accordance with Regulatory Requirements.

8.4 Changes to tariffs or type of tariff during a billing cycle

If a tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

8.5 Product features and other offers

- a.** Your Pricing Statement and Important Information document contain details of the product features that apply to you.
- b.** We may offer you additional products, services or rewards in your Powershop online account or the Powershop App from time to time. You may have to actively engage with your Powershop online account or the Powershop App to get some offers.
- c.** Some products we offer may allow you to pre-pay for your energy, obtain bill credits or discounts against your applicable Prices, and in the case of some products, may require additional payment. The products we may offer via your Powershop online account or the Powershop App change from time to time and any applicable payments or terms that apply will be disclosed in the terms of the relevant product.

8.6 Additional products and services

If you agree, we may provide you with additional products or services under this Agreement from time to time. The terms and conditions applicable to such products or services will be separately agreed between you and us and may include provisions entitling us to include charges for additional products or services (and, at our discretion, provide credits or rebates) on bills we issue under this Agreement.

8.7 GST

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

9 Billing

9.1 General

We'll send a bill to you as soon as possible after the end of each billing cycle.

We will send the bill:

- a.** to you at the email address nominated by you; or
- b.** to a person authorised in writing by you to act on your behalf at the email address specified by you.

9.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

- a.** the amount of Energy consumed at your Premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Regulatory Requirements); and
- b.** the Prices, amount of fees and charges for any other services provided under this Agreement during the billing cycle; and
- c.** the charges payable for services provided by your Distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your Distributor;

adjusted by any amounts already paid for or covered by products or services you have purchased in response to offers we make via your Powershop online account or the Powershop App (see clause 8.5).

We try to include all amounts you need to pay for a billing cycle in the relevant bill, but sometimes we may need to include amounts from a previous period (for example where an adjustment is needed or where amounts from a previous billing cycle remain unpaid).

9.3 Estimating the Energy usage

- a. 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 otherwise necessary in the absence of actual metering data.
- b. If we estimate the amount of Energy consumed at your Premises to calculate a bill, we must:
 - i. clearly state on the bill that it is based on an estimation; and
 - ii. when your meter is read at a later date, adjust your bill for the difference between the estimate and the Energy actually used.
- c. Once your meter is actually read, we will adjust your next bill for the difference between what you actually used and our estimate in accordance with the undercharging and overcharging clauses in this contract. If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments in accordance with Regulatory Requirements.
- d. 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 charge you any cost we incur in doing so.

9.4 Your historical billing information

Upon request, we'll give you information about your billing history in accordance with the Regulatory Requirements. We may make this information available through your Powershop online account.

9.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your Energy consumption.

9.6 Undercharging

- a. If we have undercharged you (including not charging you at all), we may recover the undercharged amount from you in accordance with Regulatory Requirements.
- b. If we recover an undercharged amount from you, we:
 - i. will not charge you interest on the undercharged amount; and
 - ii. will offer you time to pay the undercharged amount in instalments, up to a maximum of 12 months.

9.7 Overcharging

Where you have been overcharged, we'll let you know and repay you the overcharged amount in accordance with Regulatory Requirements.

If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

9.8 Reviewing your bill

- a. If you disagree with the amount you have been charged or don't think your bill is correct, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- b. If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. However, you may be required to pay for the cost of such a check or test if the check or test shows that the meter, meter reading or metering data was not incorrect or faulty.
- c. If the review uncovers an error, we'll adjust the bill in accordance with the Undercharging and Overcharging clauses above. Otherwise you must pay the unpaid amount of the bill. If after the completion of our bill review, you're not satisfied with the decision or proposed action, you are entitled to refer your complaint to the ombudsman in your state.
- d. 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:
 - i. the portion of the bill that you do not dispute; or
 - ii. an amount equal to the average of your bills in the last 12 months.

10 Paying your bill

10.1 What you have to pay

You must pay to us the amount shown on each bill by the Due Date or make payments in accordance with your payment schedule or instalment plan. Your bill will show the ways you can pay.

10.2 Issue of reminder notices

If you have not paid your bill by the Due Date, we'll send you a reminder notice that payment is required in accordance with the Regulatory Requirements.

10.3 Difficulties in paying

- a. If you have difficulties paying your bill, you should contact us as soon as possible. We'll provide you with information about payment options.
- b. If you're a Residential Customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan and comply with any Regulatory Requirements. We will also provide you with information on government and non-government funded energy charge rebate schemes, concession schemes or relief schemes.
- c. Additional protections may be available to you under our Customer Hardship Policy and under the Regulatory Requirements if you are a customer experiencing payment difficulties. A copy of our Customer Hardship Policy is available on our website: www.powershop.com.au/hardship-policy.

10.4 Your payment method

- a. When you sign up to Powershop we ask you to provide either a credit card or direct debit payment method, and you must ensure that this payment method is kept up to date and valid. Unless you request a different payment method, you agree to Powershop automatically debiting your credit card or direct debit payment method for any outstanding amounts due on your bill, such as where you do not make payment by the Due Date.
- b. In order to verify your credit card or direct debit payment method you authorise Powershop to make a debit of a nominal amount. We will credit or refund this amount as required.
- c. Other payment methods are available. You can contact us to arrange a different payment method.

10.5 Set-off

If you have more than one Agreement with us, we may deduct from and set-off against amounts paid or payable under this Agreement (including if this Agreement has ended), any amounts paid or payable under another of your agreements with us.

10.6 Late payments

Subject to us complying with any relevant Regulatory Requirements, if we don't receive your payment by the Due Date, we may take one or more of the following steps:

- a. disconnect your Premises;
- b. apply any security deposit we are holding;
- c. ask a debt collection agency to obtain payment from you;
- d. sell the rights to the unpaid amount to a third party who may seek to collect it from you; and
- e. rely on other rights we may have under this Agreement.

11 Meters

11.1 Access to your meter

- a. You must:
 - i. provide our, or your Distributor's, representatives safe and unhindered access to the Premises for purposes relating to this Agreement and the supply of energy to the Premises including for the purposes of reading, testing, maintaining, inspecting, replacing or altering the meters (where relevant) and connecting, disconnecting or reconnecting supply (our representatives will show you their official identification if you ask);
 - ii. make sufficient space available for the meter and the Supply Point; and
 - iii. protect and not disconnect, by-pass, interfere with or damage the meter or Supply Point and promptly let us know of any problems with them.
- b. 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 Regulatory Requirements and in any event at least once every 12 months.

11.2 Replacing your meter – our obligations

We may arrange for the meter at the Premises to be replaced:

- a. if you request or agree to the replacement;
- b. if the meter is faulty, or sample testing indicates that it may become faulty; or
- c. if the Regulatory Requirements require a replacement.

If we propose to replace your electricity meter, we will, in accordance with the Regulatory Requirements, either:

- d. give you notice of the proposed replacement; or
- e. seek your agreement to the replacement.

11.3 Replacing your meter - your obligations

You must, in connection with a meter replacement:

- a. pay any charges for additional work required at your Premises where we are permitted by Regulatory Requirements to charge for that work and have told you in advance that charges may apply, and you agree to those potential charges; and
- b. where a defect at your Premises has been identified that prevents or affects the meter replacement, arrange for the defect to be rectified and promptly notify us once it has been resolved, including providing any required certification or supporting documentation.

11.4 Retailer planned interruptions

Except for Premises in Victoria, we may arrange retailer planned interruptions to the supply of electricity to your Premises where permitted by Regulatory Requirements for the purpose of installation, maintenance, repair or replacement of an electricity meter. We will do this in accordance with Regulatory Requirements.

12 Security Deposit

12.1 Security Deposit

The circumstances in which we can require a Security Deposit and the maximum amount of the Security Deposit are governed by the relevant Regulatory Requirements. Where we ask for a security deposit, you must pay that deposit.

12.2 Interest on Security Deposits

Where you have paid a Security Deposit, we must pay you interest on the Security Deposit at a rate and on terms required by the Regulatory Requirements.

12.3 Use of a Security Deposit

- a. We may use your Security Deposit, and any interest earned on the Security Deposit, to offset any amount you owe under this Agreement in accordance with the Regulatory Requirements.

- b.** If we use your Security Deposit or any accrued interest to offset amounts owed to us, we will advise you as soon as practicable and in accordance with the Regulatory Requirements.
- c.** The circumstances in which we must return your Security Deposit and any accrued interest are governed by the Regulatory Requirements.

13 Disconnection of supply

13.1 When can we arrange for disconnection?

We will only arrange for disconnection of your Premises in accordance with the Regulatory Requirements.

Subject to us satisfying the requirements in the Regulatory Requirements, we may arrange for the disconnection of your Premises if:

- a.** you ask us to;
- b.** you do not pay your bill by the Due Date and you do not agree to a payment plan;
- c.** you do not adhere to a payment plan that has been agreed with us; or
- d.** you do not provide a Security Deposit we are entitled to require from you; or
- e.** you do not give access to your Premises to read a meter (where relevant) for 3 consecutive meter reads; or
- f.** there has been illegal or fraudulent use of Energy at your Premises; or
- g.** there's an emergency, or for health and safety reasons; or
- h.** we are otherwise entitled or required to do so under the Regulatory Requirements or by law.

13.2 Notice and warning of disconnection and other protections

We'll observe all protections for disconnection you have under the Regulatory Requirements. In particular:

- a.** Before disconnecting your Premises, we must comply with relevant warning notice requirements and other procedures in the Regulatory Requirements. However, we are not required to provide a warning notice prior to disconnection in certain circumstances specified in the Regulatory Requirements (for example, where there has been illegal or fraudulent use of Energy at your Premises or where there is an Emergency or health and safety issue).
- b.** We won't arrange for disconnection if any other circumstance in the Regulatory Requirements prohibit us doing so. Unless an exception applies under the Regulatory Requirements this includes during a protected period, where life support equipment is registered at the Premises, in extreme weather events and where you are disputing the reason or cause of disconnection.

14 Reconnection after disconnection

- a.** We must request your Distributor to reconnect your Premises if, within 10 Business Days of your Premises being disconnected:
 - i.** you ask us to arrange for reconnection of your Premises; and
 - ii.** you rectify the matter that led to the disconnection; and
 - iii.** you pay any reconnection charge (if requested).

- b.** We may terminate this Agreement 10 Business Days following disconnection if you do not meet the requirements in paragraph (a).

15 Your obligations

15.1 Use of Energy

You must not, and must take reasonable steps to ensure others do not:

- a.** illegally use Energy supplied to your Premises; or
- b.** obtain Energy from us or the distribution system illegally;
- c.** interfere or allow interference with any Energy equipment that is at your Premises except as may be permitted by law; or
- d.** use the Energy supplied to your Premises or any Energy equipment in a manner that:
 - i.** unreasonably interferes with the connection or supply of Energy to another customer; or
 - ii.** causes damage or interference to any third party; or
- e.** allow Energy purchased from us to be used otherwise than in accordance with this Agreement and the Regulatory Requirements;
- f.** tamper with, or permit tampering with, any meters or associated equipment; or
- g.** fail to comply with the law or directions from us and your Distributor; or
- h.** on supply the Energy supplied to your Premises to any third party.

15.2 Safety and emergencies

You must:

- a.** maintain your Energy installation (which includes your meter) and the appliances at your Premises in a safe condition; and
- b.** ensure that any work on your Energy installation and appliances is done by accredited electricians and registered plumbers or gas fitters; and
- c.** keep all vegetation, structures and vehicles at your Premises clear of your Energy installation; and
- d.** advise us or your Distributor of any safety issues; and
- e.** comply with directions from us or your Distributor.

16 Notices, bills and communications

- a.** Notices and bills under this Agreement must be sent in writing, unless this Agreement or the Regulatory Requirements say otherwise.
- b.** If we have your consent and the Regulatory Requirements permit, we may also send notices, bills and other communications under this Agreement to you electronically, for example by e-mail, SMS or other electronic means.

- c.** A notice or bill sent under this Agreement is taken to have been received by you or by us (as relevant):
 - i.** on the date it is handed to the party, left at the party's Premises (in your case) or one of our offices (in our case); or
 - ii.** on the date 2 Business Days after it is posted; or
 - iii.** on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- d.** Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.
- e.** In entering into this Agreement we require you to give us your explicit informed consent to receiving any notices or documents electronically, including your bills.

17 Privacy Act notice

We'll handle your personal and credit information in accordance with all relevant privacy legislation and our privacy policy and credit reporting policy. You can find our privacy policy and credit reporting policy on our website at www.powershop.com.au/privacy-policy and www.powershop.com.au/credit-reporting-policy. These documents might be updated from time to time. We'll post them on our website when they are updated. If you have any questions, you can contact our privacy officer via privacy@powershop.com.au.

From time to time, we and our related bodies corporate may let you know about other related products and services, even after this Agreement ends. We and our related bodies corporate comply with our privacy policy when we do this. If at any time you don't want to receive these offers, let us know by calling us on **1800 462 668** or writing to us at info@powershop.com.au.

18 Complaints and dispute resolution

If you have a complaint, query or dispute, please contact us. We must handle any complaint in accordance with our standard complaints and dispute resolution procedures, which are published on our website: www.powershop.com.au/complaints. We can also provide you with a copy of this procedure upon request.

We'll follow the timeframes set out in this procedure and let you know of the outcome of your complaint and the reasons for our decision. If you're not satisfied with our response, you have a right to refer the complaint or dispute to the Energy and Water Ombudsman NSW, Energy and Water Ombudsman QLD, Energy and Water Ombudsman SA or Energy and Water Ombudsman Victoria, depending on your State where your Premises is located.

19 Force majeure

19.1 Effect of force majeure event

If either party to this Agreement cannot meet an obligation under this Agreement because of an event outside the control of that party ('a force majeure event') then:

- a. the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- b. the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

19.2 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.

19.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

19.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

20 Applicable law

The laws of the State in which the Premises are located govern this Agreement.

21 Retailer of last resort event

If we're no longer entitled by law to sell Energy to you due to a Retailer of Last Resort Event occurring in relation to us, we are required under the Regulatory Requirements to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant Designated Retailer for the Retailer of Last Resort Event and this Agreement will come to an end.

22 General

22.1 Our obligations

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

- a. we are taken to have complied with the obligation if another person does it on our behalf; and
- b. if the obligation is not complied with, we are still liable to you for the failure to comply with this Agreement.

22.2 Varying this Agreement (with notice)

We may vary the Agreement if:

- a. we give you 20 Business Days' notice of the variation; and
- b. you accept the change by not ending the Agreement during the notice period.

The notice we give you might be a link to details of the change on our website. We may also vary the Agreement by giving you notice if we need to because the Regulatory Requirements change.

22.3 Transferring the Agreement

You can't assign, transfer or novate the Agreement without our prior written consent. Subject to the Regulatory Requirements we may transfer, novate or assign this Agreement to any third party, any of our related bodies corporate or as part of any transfer of substantial number of customers to a third party. We'll let you know if we do this.

22.4 Type of gas (gas Agreements only)

If we're your retailer for gas and your Premises are not in Victoria, you can find information about the type of gas that may be supplied to your Premises under this Agreement on your gas Distributor's website.

23 Definitions

If a term is used in this Agreement that is defined in the Regulatory Requirements, the definition in the Regulatory Requirements applies. In addition, in this Agreement:

Agreement means the terms and conditions in this document, the Pricing Statement, Important Information, our privacy policy, credit reporting policy, direct debit terms, solar feed-in terms (if you have solar), and any other terms that you have agreed with us.

Billing Cycle means the regular recurrent period for which you receive a bill from us.

Business Customer means someone who is not a Residential Customer.

Business Day means a day other than a Saturday, a Sunday or a public holiday in the capital in the State of your Premises.

Customer means a person who buys or wants to buy Energy from a retailer.

Designated Retailer means the financially responsible retailer for the Premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your Premises.

Distribution Network means your Distributor's distribution or, if your Premises are with embedded network, with an embedded network, either or both of your Distributor's distribution network and the embedded network as required by the context.

Distributor means the person who operates the system that connects your Premises to the Distribution Network.

Due Date means that date set out in your bill by which you must pay your bill by, or such other date we agree with you.

Emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

Energy means electricity or gas.

Force Majeure Event means an event outside the control of a party.

GST means goods and services tax.

Important Information means the document entitled Important Information provided to you with these terms and conditions.

Life Support Equipment has the meaning given in the Regulatory Requirements.

Meter Service Provider means any person who provides services, or co-ordinates services, on our behalf, or your Distributor's behalf, in connection with:

- a. the meter (including reading, installing, inspecting, altering or replacing it);
- b. meter data (including processing it and providing it to us and anyone else who may need it in relation to supplying you Energy); or
- c. your Energy supply (such as disconnection or reconnection).

Powershop App means the mobile application we make available to our customers from time to time.

Premises means the premises stated at the top of your Welcome Pack email and if there is more than one such premises and as required by the context, all of them together or each of them separately.

Prices means the charges, tariffs, rates, prices and fees payable by you under this Agreement.

Pricing Statement means the document entitled Pricing Statement provided to you with these terms and sets out your pricing and any additional benefits.

Regulatory Requirements means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of Energy to your Premises.

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

Residential Customer means a person who purchases 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 that triggers the operation of the retailer of last resort provisions under the Regulatory Requirements, which usually results from a retailer no longer being able to sell Energy due to the suspension or revocation of their licence or ability to acquire Energy from a wholesale market.

Security Deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Regulatory Requirements.

Small Customer means:

- a. a Residential Customer; or
- b. a Business Customer who consumes energy at or below a level determined under the Regulatory Requirements.

Standing Offer means a standard retail contract whose terms and conditions are set out under the Regulatory Requirements.

Supply Point means the point at which your Distributor's Distribution Network connects to the Energy installation at your Premises.

Welcome Pack means the email you receive enclosing these Terms and Conditions, Pricing Statement, Important Information, our privacy policy, credit reporting policy, direct debit terms, solar feed-in terms (if you have solar), and any other terms that you have agreed with us.

24 Inconsistencies and further terms required by the Regulatory Requirements

- a. If these terms are different to or inconsistent with the Pricing Statement or Important Information, the Pricing Statement or Important Information prevails to the extent of the inconsistency.
- b. If the Agreement and the Regulatory Requirements are inconsistent, the Agreement prevails to the extent of the inconsistency unless the Regulatory Requirements provides that it must prevail.
- c. If any matter that is required by the Regulatory Requirements to be included in this Agreement is not expressly dealt with in this Agreement, that matter is incorporated as a further term of this Agreement.



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