

CONNECTION & SALE OF ENERGY AGREEMENT

Terms and Conditions

Last Updated 12 April 2023

The following addresses CEP Energy Pty Ltd ABN 21 632 035 575 (CEP) Terms and Conditions for the supply of Energy to Your premises as a Small Customer or Other Customer in an embedded electricity network.

1. The Customer applies for electricity to be supplied to the Supply Address and sold to the Customer from the Supply Start Date under these terms and conditions. Notwithstanding the Supply Start Date, this agreement will not take effect until the Exempt Retailer holds the relevant exemptions(s) under the conditions imposed by the Australian Energy Regulator, in Victoria, the Essential Services Commission, or in Western Australia and the Northern Territories, under the relevant exemption order.
2. The Customer has the rights to withdraw from the contract during the cooling off period if the supply address is in Victoria. To cancel, the customer must notify us of your intention to cancel by telephone or in writing.
3. The Customer consents to the Exempt Retailer or its representative, taking all steps necessary to provide electricity to the Customer and to transfer the Customer's electricity supply from the existing supplier. This may include but is not limited to arranging a final meter reading and bill, changes to the metering installation and the exchange of information with energy industry participants including the Customer's electricity usage and customer details.
4. The Customer agrees that the Exempt Retailer may provide the Customer's information to any credit reporting agency in order to obtain a consumer/commercial credit report about the Customer.
5. The Customer agrees to pay to the Exempt Retailer, or its representative, the energy charges as set by it for the supply and usage of electricity to the premises and at the rate notified to the Customer not varied more often than once every 6 months. The initial charges are those set out in this agreement. If we vary your Energy Tariffs, we will provide you with written notice at least five Business Days before the change in tariffs and charges are applied.
6. The Customer acknowledges that the amount payable for the supply and usage of electricity to the premises under this agreement is to be increased by the amount of any Goods and Services Tax payable on that supply. The Exempt Retailer will provide the Customer with a GST Tax invoice in a form required by the relevant legislation.
7. The Customer acknowledges that the Exempt Retailer may take whatever action is permissible under the conditions imposed by the Australian Energy Regulator (and, if the Supply Address is in Victoria, the Essential Services Commission) if the Customer fails to pay for the supply of electricity to the Supply Address. This may include arranging disconnection of the supply of electricity to the Supply Address.
8. The Customer understands that, in the event they fail to pay an account or otherwise fail to comply with this agreement, the Customer may be liable to the Exempt Retailer for fees and charges incurred by it associated with dishonoured payments, late payment fees, disconnection and/or reconnection charges (where applicable), in addition to an administration charge covering any other costs incurred by the Exempt Retailer. Any such fee will be fair and reasonable having regard to the costs incurred by the Exempt Retailer.
9. The Customer acknowledges they are responsible for electricity used at the Supply Address until such time that the Customer gives the Exempt Retailer notice of a date which the Customer intends to, or did vacate, the Supply Address and a forwarding address to which a final bill may be sent. If no notification has been provided to the Exempt Retailer, the Customer agrees that they will be responsible for any charges incurred until the date that the Exempt Retailer is advised.
10. The Customer acknowledges that invoices sent to the above specified billing address shall be considered properly delivered until such time as the Customer notifies the Exempt Retailer of a change.
11. The Customer acknowledges that the Exempt Retailer will not be responsible for any failure of supply or for the quality or frequency of electricity supplied to the Supply Address or the continuity of the delivery of electricity to the Supply Address to the maximum extent permitted by law.
12. Except as otherwise provided in this agreement, the Customer agrees that the Exempt Retailer's liability to them for any loss, cost or damage arising in relation to this agreement is subject to the limits of liability set out in the Customer's lease for the Supply Address.
13. The Customer acknowledges that they have been made aware that the Exempt Retailer is not subject to the same obligations as a licensed retailer and will not receive the same protections as they would through being supplied by a licensed retailer.
14. The Customer further acknowledges that the state-based energy Ombudsman in which the Supply Address is located may not have jurisdictional authority over the Exempt Retailer. If the Supply Address is located in Victoria, the Customer acknowledges that they have been made aware of their right to access the Energy and Water Ombudsman Victoria in relation to a dispute with the Exempt Retailer. Visit energyintel.com.au/complaints for more information.

15. The Exempt Retailer may transfer its rights and liabilities under this agreement without the consent of the Customer in order to reflect a change in the ownership of the Embedded Network where the Supply Address is located.
16. The Exempt Retailer shall operate under the conditions imposed by the Australian Energy Regulator and, if the Supply Address is in Victoria, the Essential Services Commission, pertaining to the exemption category which the Supply Address falls within.
17. The Exempt Retailer will, if requested, review the Customer's bill and handle any disputes in accordance with the Exempt Retailer's dispute resolution procedure. Visit energyintel.com.au/complaints for more information.
18. The Customer acknowledges that the Exempt Retailer has provided the Customer with its dispute resolution procedure. The Customer agrees to provide the Exempt Retailer or its service providers with safe, convenient and unhindered access to the Customer's premises and meter for the purposes of this agreement.
19. The Customer acknowledges that they understand they have the right to purchase electricity from a licensed retailer of the Customer's choice. If the Customer chooses to purchase electricity from a licensed retailer then the Customer further acknowledges that they may need to replace the meter/s supplying their tenancy which may attract a cost from that licensed retailer.
20. Definitions

In this agreement:

CHARGES – means the charges and fees described or set out in the Sale of Energy Agreement or Embedded Network Energy Offer.

COOLING OFF PERIOD - means 10 Business Day commencing on and from the date the customer receives the Required Information or enters into the agreement.

CUSTOMER – the person whose details are set out in the Sale of Energy Agreement or Embedded Network Energy Offer as a party to this agreement.

DISPUTE RESOLUTION PROCEDURE – means Energy Intelligence dispute resolution policy available at energyintel.com.au/complaints.

BUSINESS DAY – means a day that is not a Saturday, Sunday or public holiday in the capital city of the State of your Supply Address.

EMBEDDED NETWORK – means an electricity distribution network established at the site at which the Supply Address(es) is or are located, which is: (a) connected to the local distribution network; and (b) owned, controlled or operated by a person who is not the owner, controller or operator of the local distribution network.

EMBEDDED NETWORK ENERGY OFFER – the document entitled Embedded Network Energy Offer or Price Fact Sheet.

ENERGY INTELLIGENCE – Energy Intelligence Pty Ltd; ACN 132 080 552.

EXEMPTIONS – granted by the Australian Energy Retailer. The conditions of the exemptions can be viewed on the website of the Australian Energy Regulator at aer.gov.au and, for Victoria, the Essential Service Commission at esc.vic.gov.au.

EXEMPT RETAILER – means a person who is exempted by the relevant authority from the requirement to hold a Retailer Authorisation in accordance with NERL. The exemption scheme is managed by the Australian Energy Regulator and in VIC, Essential Service Commission and in WA and NT, under the relevant exemption order as set out in the Sale of Energy Agreement or Embedded Network Energy Offer. The Exempt Retailer is as set out in the Sale of Energy Agreement or Embedded Network Energy Offer.

GST - has the meaning set out in the GST Act.

JURISDICTION – in relation to a Connection Point, the State or Territory of Australia in which that Connection Point is situated.

LIABILITY – a liability under contract, tort (including negligence) or any other basis, including where caused by that party's negligent or wilful act or omission.

LICENSED RETAILER – means an Authorised Retailer or other licensed electricity retailer.

METER – a device complying with the Metering Rules at the time of installation for measuring and recording consumption of electricity and any current transformer as defined in the Rules, voltage transformer as defined in the Rules, kVA demand meter communications device or other associated equipment.

NETWORK – means the entity that is authorised or licensed to supply distribution services through the distribution system to which the building is connected and which is connected to the national electricity market.

OTHER CUSTOMER - Customers in Western Australia are not Small Customers.

PRIVACY POLICY – means Energy Intelligence privacy policy available at energyintel.com.au/privacy-policy.

REQUIRED INFORMATION – means the information in relation to the agreement as required to be disclosed to the Customer under clause 47 of the ESC Energy Retail Code of Practice as part of the Exempt Retailer’s disclosure documents including

- a) all applicable prices, charges, early termination payments and penalties, security deposits, service levels, concessions or rebates, billing and payment arrangements and how any of these matters may be changed;
- b) the commencement date and duration of the contract, the availability of extensions, and the termination of the contract if the small customer moves out during the term of the contract;
- c) if any requirement is to be or may be complied with by an electronic transaction—how the transaction is to operate and, as appropriate, an indication that the small customer will be bound by the electronic transaction or will be recognised as having received the information contained in the electronic transaction;
- d) the rights that a small customer has to withdraw from the contract during the cooling off period, including how to exercise those rights;
- e) the small customer’s right to complain to the retailer in respect of any energy marketing activity of the retail marketer conducted on behalf of the retailer and, if the complaint is not satisfactorily resolved by the retailer, of the small customer’s right to complain to the energy ombudsman.

SMALL CUSTOMER – as specified in the regulations in force in the relevant jurisdiction. This does not include Customers in Western Australia. Australian Capital Territory, New South Wales, Queensland and South Australia, a small customer has the same meaning as in the National Energy Retail Law. Victoria, as defined in the ESC Energy Retail Code of Practice.

START DATE – means the date set out in the Embedded Network Energy Offer or otherwise notified to you.

SUPPLY ADDRESS – means the premises specified in the Sale of Energy Agreement or Embedded Network Energy Offer that is supplied by the Embedded Network.

TARIFFS – as set out in the Sale of Energy Agreement or Embedded Network Energy Offer.

Large Print Copy

A large print copy of this document is available on request by calling 1300 277 233.

Privacy Statement

CEP Energy Pty Ltd will comply with all relevant privacy legislation in relation to your personal information.

CEP Energy Pty Ltd (and its agents and contractors) collects personal information (Information) to assist in facilitating the sale and supply of electricity under this agreement. CEP Energy and its agents and contractors may disclose the Information to the Exempt Retailer, its related bodies corporate, contractors and suppliers (such as information technology providers) for the purposes set out in its Privacy Policy.

If you do not provide the Information requested, CEP Energy may not be able to finalise this Contract.