

# Customer Charter

COMMERCIAL – VICTORIA

Your embedded network energy partners



# Energy Intelligence

on behalf of the exempt retailer will be managing the embedded electricity network at Your premises. This initiative allows tenants to purchase discounted electricity together.

With us, You will receive the following benefits

## Dedicated Service

Our 100% Australian Based Customer Support team is ready to help. Reach us at [support@energyintel.com.au](mailto:support@energyintel.com.au) or call 1300 277 233.

## Monthly Bills

Rather than quarterly bills, we will read and bill Your meter once a month – helping make budgeting easier.

## Hassle free connection

We're able to install and connect Your meter quickly and without hassle.

## Paperless billing

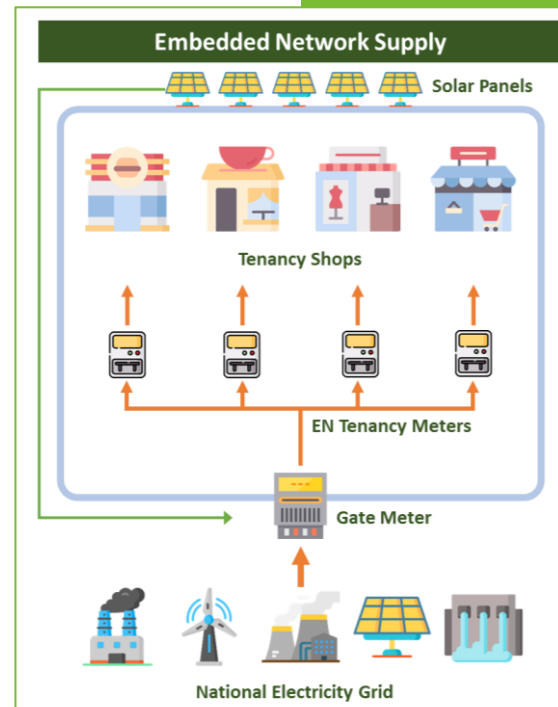
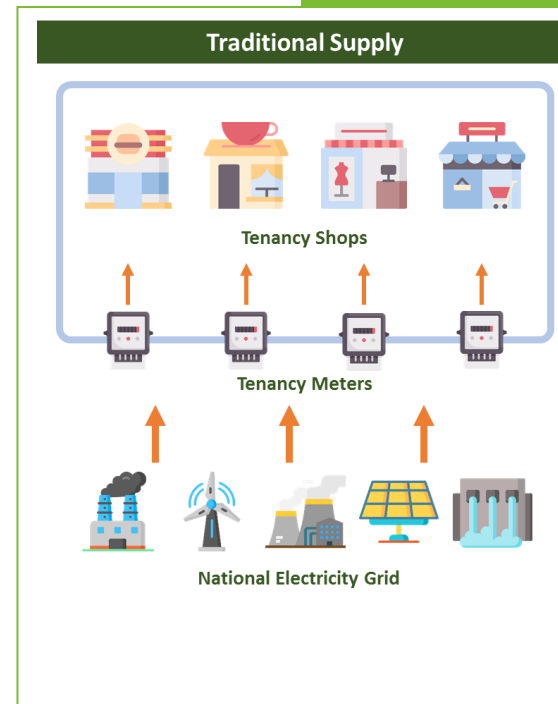
On-the-go convenience, pay anytime, anywhere, reduce carbon footprint – just some of the great positive impacts of going digital.

## Many ways to pay

You can pay via Direct Debit, BPAY, by phone or online.

## Online Access

Manage your accounts anytime anywhere through our customer portal.



## WHAT IS AN EMBEDDED NETWORK?

Embedded electricity networks at Shopping Centres and office complexes are established through a single point (or small number of points) commonly known as parent meter.

Each tenant's consumption is individually metered off the parent meter via a sub-meter giving the tenant the benefits of bulk purchased electricity.



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1300 277 233

[energyintel.com.au](http://energyintel.com.au)

[support@energyintel.com.au](mailto:support@energyintel.com.au)



## Energy Fact Sheet

The details in this Welcome Pack are for Customers located at **the supply address** on the Energy Intelligence Supply Agreement and Price Fact Sheet/ Energy Offer.

**Agreement expiry details:** This agreement expires when terminated by us or You in accordance with the Terms and Conditions

**Agreement term:** No fixed term

**Bill frequency:** Monthly

**Bill payment:** Direct Debit, BPay, by Phone or online

**Connection/Disconnection Fee:** May be charged

**Daily supply charge:** A charge that applies for supplying electricity to your premises for each day of the billing period, regardless of how much electricity is used

**Direct Debit:** Automatic payments will be deducted for the amount on the bill issued, including any overdue amounts

**Distributor:** Located both on your Price Fact Sheet

**Embedded Network Manager:** Energy Intelligence (CODE: INTELENM)

**Energy Rates:** These tariffs and charges incorporate any non-energy charges that are current as at the time the Agreement is entered into and not specifically listed in this pricing schedule. These include government renewable and market fees and charges and also the external network charges that are payable for electricity supply to the Premises

**Exempt Retailer:** Located on Your Price Fact Sheet and monthly bills

**Special Meter Read Fee (Field Visit):** You can request a Special Meter Read if You are disputing Your consumption. You will only pay this fee if there is nothing wrong with the meter and consumption reading.

**Fuel type:** Electricity

**kW, kWh and kVA:** These are the units of measurement for Your electricity invoice

**New Connection fee:** May be charged for the installation costs and charges for an initial connection

**Payment Dishonour Fee:** Any fees incurred for dishonoured

**Payment Terms:** 14 business days

**Reconnection Fee after disconnection for non-payment:** Fee for disconnection and reconnection all in one

**Tariff type:** Rates as specified on your Price Fact Sheet

**Wasted Visit:** May be charged when a field officer booked is wasted and is not due to any fault of Energy Intelligence eg. Request is not required when the field officer is already onsite or customer fails to provide access as arranged for special reads, reconnection/disconnection

## Things to Remember

As mentioned above, for electricity services we are managing Your services and account on behalf of the Centre Management/ Facility Management.

### Important things You should know about Your **Energy Plan**

- Your energy plans are subject to the Terms and Conditions of Your Energy Supply Agreement with us for Electricity Services.
- Your energy plans include the energy tariffs and all associated fees and charges in relation to the supply of Electricity Services.
- These tariff rates, fees and charges may be varied in line with the Terms and Conditions and we will provide You with notice of these not later than Your next bill.
- Your agreement has **no fixed term**.
- Your energy plan has **no exit fees**.
- Your “Power of Choice” <sup>(1)</sup> interval meter is read monthly, and Energy Intelligence will generate bills from the actual meter reads monthly. **NO MORE ESTIMATED READS.**

### Charges May Vary

We may vary the charges at any time by notice to You in accordance with the Energy Laws and any agreement entered into by You (including the Connection and Sale of Energy Agreement). Your applicable Energy Rate may change in accordance with Your usage.

### Exemptions

The Exempt Retailer is operating its Embedded Network under Exemptions issued by the Australian Energy Regulator and the Essential Service Commission. Those conditions can be accessed online on the links

*(1) Power of Choice meters only applicable to installations post 1<sup>st</sup> December 2017. All meters installed pre 1<sup>st</sup> December 2017 met the Australian Standards at the time of installation.*

*This Embedded Network operates under the Australian Energy Regulator exempt network and selling guidelines - [www.aer.gov.au/consumers/information-for-electricity-customers-in-embedded-networks](http://www.aer.gov.au/consumers/information-for-electricity-customers-in-embedded-networks) and through the Essential Services Commission of Victoria (ESCV) the General Exemption order (GEO) - [www.energy.vic.gov.au/legislation/general-exemption-order](http://www.energy.vic.gov.au/legislation/general-exemption-order) or for more information visit [www.esc.vic.gov.au/electricity-and-gas/information-consumers/information-embedded-electricity-network-customers](http://www.esc.vic.gov.au/electricity-and-gas/information-consumers/information-embedded-electricity-network-customers).*

at the bottom of this page. You can also request a copy of the conditions by emailing us at [support@energyintel.com.au](mailto:support@energyintel.com.au) or by phone 1300 277 233.

### New Connection Fee's

The New Connection fee is a regulated charge that applies to all new installations. The New Connection fee is a once off fee that is payable by the commercial account holder independent of the cost of installing the meter (it is not an installation fee). The New Connection fee is for the energisation of the new supply to that meter.

### Moving Out

Remember to inform us **in writing** if You are moving out of Your premises so that we can issue a final bill for power You consume, not someone else's. We require at least 3-business days' notice and a forwarding address for Your bill if You are moving permanently.

### Right to choose a retailer

You have a right to choose Your energy retailer. You have the option of purchasing electricity from the exempt retailer or from an energy retailer of Your choice. We will not hinder You in choosing an alternate energy retailer. Depending on the type of meter installation You have there may be costs associated with a change of meter.

## Customer Charter

This Customer Charter applies to the supply of Your electricity service provided by ENERGY INTELLIGENCE on behalf of Your Exempt Retailer. It incorporates a guide to services and responsibilities provided by Your Exempt Retailer and its agent ENERGY INTELLIGENCE. There is also important information on Your rights and obligations as an electricity consumer.

### About Exempt Retailer

Current legislation in Australia permits owners and occupiers of premises to on-sell electricity to individuals and companies who have lease or rent agreements with these owners. Your Exempt Retailer has been granted exemptions to supply and sell electricity to consumers in this building.

Your Exempt Retailer will look after Your energy needs and arranges electricity connections for You.

Exempt retailers are not subject to all the obligations of an authorised retailer therefore please be mindful that You will not receive the same protections as You would when purchasing from an authorised retailer.

#### *For further information*

- Visit the AER website at [www.aer.gov.au](http://www.aer.gov.au) > Consumers > Information for electricity customers in Embedded Networks
- VIC Only - Visit the Essential Services Commission of Victoria website at [www.esc.vic.gov.au](http://www.esc.vic.gov.au) > Electricity and Gas > Information for Consumers > Information for embedded electricity network customers

### About ENERGY INTELLIGENCE

ENERGY INTELLIGENCE PTY LTD (ABN 48 132 080 552) is an Australian owned company. Its business involves provision of products and services to assist Exempt Retailers to provide an integrated customer management service in Embedded Networks to the highest standards. ENERGY INTELLIGENCE bespoke energy advisory service provides flexibility, transparency and compliant solutions for Your Business.

### When does this agreement start?

This agreement only applies to the Premises located in the Embedded Network on Your Energy Supply Agreement, and for which the Exempt Retailer is authorised by exemption to supply and sell electricity.

The agreement will commence when You have provided ENERGY INTELLIGENCE with an Application Form for the services You require and, upon that, enter into an Energy Supply Agreement with us (either we have commenced supply to Your tenancy or when You first start taking supply of electricity at Your tenancy, whichever occurs first).

### Customer service and advice

We can provide a range of advice and information on electricity use and Your account. Our Customer Care Team are available to take your calls on 1300 277 233 between 9 am to 5 pm Monday to Friday (AEST).

Our standards for phone calls are:

- We will always answer with our operator's name.
- We will ask some qualifying questions to ensure privacy guidelines are met.
- If we can't answer Your enquiry on the spot, we will return Your call within an agreed time or email You with further details.

### Disconnection and reconnection

We will comply with the relevant laws which makes provision for disconnection and reconnection of consumers in certain circumstances.

### **When and how You will be billed?**

ENERGY INTELLIGENCE will send You a bill each month or as otherwise agreed with the Exempt Retailer, with Your consent. Each bill You receive must be based, where possible, on an actual meter reading unless You agree otherwise.

### **What Your bill contains**

For most customers, each bill includes

- charge for the actual Electricity You use
- the Service to Property Charge - a fixed charge for the cost of servicing You as a customer
- approved additional service charges such as Connection, Billing fees, or other fees incurred from time to time.

### **Paying Your bill**

You are required to pay Your bill by the due date. Unless agreed otherwise, this will be 14 business days from the date the bill was sent out. Based on the supply contract between You and the Exempt Retailer, You have a choice of paying Your bill through various payment options.

### **Buying from an Authorised Retailer**

You may choose an Authorised Retailer if You do not wish to buy electricity under this agreement. You should make those arrangements before You start taking a supply of electricity at Your Premises. If You are already taking a supply of electricity at Your Premises under this agreement and decide to switch to an Authorised Retailer, You should contact Energy Intelligence for information about what steps You need to take. You will be billed for Network Charges.

### **Credit checks**

We may, at our discretion, carry out a credit check of You and use the information to establish Your credit rating. In order to carry out a credit check, we may disclose Your personal information to a credit reporting

agency for the purposes of obtaining credit reports about You relating to Your customer credit and commercial credit history. In accordance with relevant laws, we may report an overdue payment to a credit rating agency.

### **Difficulties in paying**

If You have difficulties paying Your bill, You should contact us as soon as possible. We will provide You with information about payment options.

If You are a Customer and have told us that You have difficulty paying Your bill, we can offer the option of paying Your bill under a payment plan. However, we are not obliged to do so if You have had 2 payment plans cancelled due to non-payment within the previous 12 months or have been convicted of an offence involving the illegal use of electricity in the previous 2 years.

If You are a Customer experiencing payment difficulties due to hardship, additional protections may be available to You under our Hardship Policy and under any Applicable Law

### **Fees and Charges**

Unless failure to pay a bill by the Due Date is a result of financial hardship which has been communicated to us, if You have not paid a bill by the Due Date, we may require You to pay a late payment fee.

### **Cooling Off Period**

You have the rights to withdraw from the contract during the 10 Business Day cooling off period. The cooling off period starts from and on the day of:

- the Acceptance Date; or
- the date the customer receives the required information about the contract.

To cancel, you must notify us of your intention to cancel by telephone or in writing.

### **Questioning a bill**

At Your request, and at no charge, ENERGY INTELLIGENCE will review a bill, which You dispute. While the bill is being reviewed, we require payment for either that part of the bill that we both agree is not in dispute or an amount equal to the average of Your bills over the previous twelve months.

If You are not satisfied with the review, You may ask for a meter test. ENERGY INTELLIGENCE may invoice You in advance for the test and You need to pay this invoice before ENERGY INTELLIGENCE will send a technician to site. If Your meter is inaccurate, we will adjust Your bill accordingly and there will be no charge for the test. If the meter is accurate, You must pay all amounts outstanding.

### **How to end this agreement**

This agreement shall endure until such time as the customer is no longer a tenant of this building or until we provide notice in writing that we are terminating this agreement in accordance with the relevant laws.

If the consumer chooses to withdraw their consent for any other reason, then this shall be provided in writing to ENERGY INTELLIGENCE and will be subject to any terms and conditions applicable to the Supply Agreement.

### **Final bills**

If You wish to disconnect Your service, ENERGY INTELLIGENCE requires at least 3-business days notice and a forwarding address for Your bill, if You are moving permanently. If You do not give the required notice, You will remain responsible for the electricity used (and for meeting any other customer obligations) until three business days after You give the

required notice, or until a new customer has an account established in their name at the premises, whichever occurs first.

### **Access to information**

You have a right to timely, accurate information on all issues related to the supply of electricity to Your property including information about Your billing or consumption history, free of charge on request. However, if these requests become too frequent, we may charge you if permitted under the Relevant Laws.

You are entitled to a copy of this Customer Charter, which You should keep on hand so that You have a ready reference on Your rights and responsibilities.

### **Relevant Laws**

Relevant Laws means any laws, acts, regulations, rules, orders, guidelines, policies, procedures, licences, codes, orders in council, tariffs, proclamations, directions or standards that apply to this Agreement, your or our obligations under this Agreement or otherwise regulate the energy industry in your Applicable State from time to time. In Victoria, this includes the Energy Retail Code. In all other States and Territories this includes the National Energy Retail Law and National Energy Retail Rules.

### **Privacy**

Your privacy is very important to ENERGY INTELLIGENCE and it will be respected at all times. You have a right for personal information to be kept confidential, unless otherwise allowed through legislation and regulation.

We undertake that information we receive will be kept confidential and will not be passed on to a third party without Your expressed permission, or unless we are required or permitted by law to do so.



# CONTACT US

## How can I contact Energy Intelligence?

- Call us on **1300 277 233** on business days between 9 am to 5 pm
- Email us at **support@energyintel.com.au**
- Fax us on **03 8610 2046**
- Write to us at Energy Intelligence, **Level 2, 789 Toorak Road, Hawthorn East, VIC 3123**

## Faults and Emergencies

If Your power has gone out, or in the event of an electrical emergency, fault or failure, You can contact the centre manager/ building manager for faults and emergencies anytime. This number can be found on the front of Your energy bill and the Energy Price Factsheet.

## Energy and Water Ombudsman VIC

M: Reply Paid 469, Melbourne VIC 8060

P: 1800 500 509

F: 1800 500 549

E: ewovinfo@ewov.com.au

W: www.ewov.com.au

## Complaints

We welcome Your feedback to improve our service to You. If You're unhappy with the services offered by Energy Intelligence, contact us and we'll address Your concerns promptly and fairly.

### *How to make a complaint?*

You can contact us in a number of ways to lodge a complaint. In doing so, we may need to verify that You are the account holder or have authorisation to represent the account holder. We will attempt to resolve Your complaint or dispute immediately. If we are not able to resolve straight away, we will advise You of the expected timeframe for resolution as we work toward as resolution.

### *What if my complaint is not resolved to my satisfaction?*

If a complaint is not resolved to Your satisfaction, a senior manager from Energy Intelligence will contact You to discuss Your complaint further.

After speaking to a senior Energy Intelligence manager, if You are still not satisfied Your complaint has been resolved, You may have the matter heard by the appropriate Ombudsman, Court or Tribunal in the State where You are provided services.

**For more information** or to download our Dispute Resolution Policy, visit [energyintel.com.au/complaints](http://energyintel.com.au/complaints).

### *Retailer of Choice*

Energy Intelligence is committed to providing You with the best available rates. We are also committed to providing You with a choice of alternative Authorised Retailers and You have the right to be supplied by an Authorised Retailer of Your own choice.

The Centre Management/Facility Management is exempt from holding retail a distribution license and authorisation and, as such, we are not subject to all the conditions of the distribution and retail Energy Laws. However, we are obliged to provide a series of important consumer protections, as outlined in this document.

For further information that will help You compare Your retail offer to other offers available to You, please visit: [energymadeeasy.gov.au](http://energymadeeasy.gov.au) or [compare.energy.vic.gov.au](http://compare.energy.vic.gov.au) (VIC).

## Privacy

Energy Intelligence is committed to complying with its obligations under the National Privacy Act as contained in the newly amended privacy legislation which came into effect on 21 December 2001 and preserving and respecting the privacy and confidentiality of our Customers.

A complete privacy policy is located at [energyintel.com.au/privacy-policy](https://energyintel.com.au/privacy-policy) and is updated from time to time.

### **Collection of Your Personal Information**

In order to provide better service to our valued customers, we may request personal details such as Your name, address, telephone number or e-mail address. If You choose to withhold requested personal information, we may not be able to provide You with the customer service You require should that depend on the collection of that information, particularly if the collection of that information is required by law.

### **Storage and Security of Your Personal Information**

Energy Intelligence takes measures to ensure Your personal information is protected from unauthorised access, loss, misuse, disclosure or alteration.

Your personal information is stored in secure electronic databases. We use a number of appropriate security procedures and technology to protect this information. We also take measures to remove Your personal information when it is no longer required for the purpose for which it was collected.

### **Contact Us**

If You have any issues You wish to raise with us, or would like to discuss any issues about our Privacy Policy, You are welcome to speak directly with the Energy Intelligence Sales and Marketing Manager who will resolve Your issue in the best way possible.

### **Access to Your Personal Information**

We take all reasonable steps to ensure that personal information that we hold about You is as accurate as is possible. We will always provide You with access to any personal information we hold about You. You are able to contact us at any time and ask for its correction if You feel the information we have about You is inaccurate, incomplete or out of date.

Before we provide You with access to Your personal information, we will require some proof of identity. We do this to protect the confidentiality of Your personal information.



**Energy Intelligence Customer Portal**  
*managing your account **online** just got easier*

- ✓ pay online
- ✓ access current & previous bills
- ✓ payment transactions
- ✓ consumption history
- ✓ update account details
- ✓ link multiple accounts

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