

Terms and Conditions

Understanding your **Residential** Energy Agreement in an Embedded Network

including Hot Water Services and Gas Cooktop

effective April 2023



Connection & Sale of Energy Agreement Terms and Conditions

Contact **Energy Intelligence** on **1300 277 233** Mon to Fri between 9 am to 5 pm (AEST/AEDT) or email connect@energyintel.com.au for more information

This agreement is a market retail contract and covers the sale of **electricity** to you at your Supply Address as a residential customer in an embedded electricity network.

1. Energy Intelligence Pty Ltd; ACN 132 080 552 is acting as agent for the Embedded Network Owner / Operator to sell electricity and provide related services to You on the terms on this agreement. We or Us means Energy Intelligence. You and Your means the Customer.
2. 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 exemption(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.
3. 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.
4. 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.
5. 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.
6. 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 as soon as practicable, and otherwise no later than the next bill.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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 Supply Address and/or Embedded Network.
17. 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.
18. 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.
19. 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.
20. 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.

21. Definitions

In this agreement:

AUTHORITY

- **LIMITED AUTHORITY** – ability to change contact details, billing information including payment plans and extensions, credit management enquiries and complaints
- **FULL AUTHORITY** – Per Limited Authority plus the ability to connect and disconnect services
- **POWER OF ATTORNEY OR GUARDIANSHIP ORDER** – same ability as a Full Authority

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 privacy 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

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

This section is only applicable where your building has a centralised hot water system and gas cooktop.

This Agreement covers the supply of **Hot Water and Gas Cooktop** to you at your Supply Address as a customer in an embedded electricity network.

1. The Customer applies for Hot Water Services to be supplied to the Supply Address and sold to the Customer from the Supply Start Date under these terms and conditions. Hot Water Services means the heating of water by a Central Water Heating System.
2. Where applicable, the Customer applies for Gas Cooktop Services to be supplied to the Supply Address and sold to the Customer from the Supply Start Date under these terms and conditions. Gas Cooktop means the unmetered supply of gas to your fitted cooktop appliance at your Supply Address.
3. The Customer consents to Energy Intelligence or its representative, taking all steps necessary to provide Hot Water Service and where applicable Gas Cooktop Services to the Customer.
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 Energy Intelligence, or its representative, the charges as set by it for the supply and usage of Hot Water Services and where applicable, Gas Cooktop to the premises and at the rate notified to the Customer from time to time. The initial charges are those set out in this agreement.
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. Energy Intelligence will provide the Customer with a GST Tax invoice in a form required by the relevant legislation.
7. The Customer acknowledges that the Energy Intelligence 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 Hot Water Services to the Supply Address. This may include arranging disconnection of the supply of Hot Water Services 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 Energy Intelligence 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 Energy Intelligence. Any such fee will be fair and reasonable having regard to the costs incurred by the Energy Intelligence.
9. The Customer acknowledges they are responsible for Hot Water used at the Supply Address until such time that the Customer gives Energy Intelligence 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 Energy Intelligence, the Customer agrees that they will be responsible for any charges incurred until the date that Energy Intelligence 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 Energy Intelligence of a change.
11. The Customer acknowledges that Energy Intelligence will not be responsible for
 - a) any failure of supply or for the quality or frequency of water, LPG or electricity supplied to the Supply Address
 - b) the continuity of the delivery of electricity to the Supply Address to the maximum extent permitted by law.
 - c) the installation, maintenance or repair of pipes or other works which facilitate the supply of hot water to and within your Supply Address; or
 - d) the installation, maintenance or repair of your cooktop appliance, pipes or other works which facilitate the supply of gas to and within your Supply Address.
12. The Customer agrees that Energy Intelligence '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.



CONTACT US

Phone	1300 277 233 business days between 9 am to 5 pm (AEST/AEDT) for international calls, please call +61 3 9087 2663
Fax	+61 3 8610 2046
Postal Address	Energy Intelligence Level 2 / 789 Toorak Rd Hawthorn East VIC 3123
Email move in and outs	connect@energyintel.com.au
Email billing and accounts	support@energyintel.com.au
Web	energyintel.com.au
Large Print Copy	A large print copy of this document is available on request by calling 1300 277 233.

FINANCIAL HARDSHIP

If you need help paying your bill, Energy Intelligence can offer support. Contact us or download our [Hardship Policy](#) for more information.

PRIVACY STATEMENT

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

Energy Intelligence Pty Ltd collects personal information (Information) to assist in facilitating the sale and supply of electricity under this Agreement. Energy Intelligence 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, Energy Intelligence may not be able to finalise this Contract.