



# Terms & Conditions





## Preamble

These terms and conditions form part of an agreement for the sale of electricity to you at the supply address. The important details form the other part of the agreement. More information about the agreement and related matters is on our website: [www.bluenrg.com.au](http://www.bluenrg.com.au).

### 1. The parties

The agreement is between: Blue NRG Pty Ltd ABN 30 151 014 658, referred to in these terms and conditions and elsewhere in the agreement as "we", "our" or "us"; and "you".

### 2. Definitions and interpretation

- (a) Terms used in these terms and conditions have the same meanings as they have in electricity law. However, for ease of reference, a simplified explanation of some terms is given at the end of these terms and conditions.
- (b) Where the simplified explanations differ from the definitions in the electricity law, the definitions in the electricity law prevail.

### 3. What is the term of the agreement?

#### 3.1 When does the agreement start?

The agreement starts when you accept our offer, provided you do this before any offer expiry date included in the important details. You can accept by signing and returning the agreement to us or by accepting by email, verbally or online.

#### 3.2 Cooling-off

You can withdraw from the agreement without penalty within the period of 10 business days starting on the last of the following days:

- (a) the first business day after the day on which the agreement starts;
- (b) the first business day after the day on which we give you a complete copy of the agreement; and
- (c) the first business day after the day on which you receive our disclosure statement.

You would withdraw by informing us of your intention to withdraw within that cooling-off period, which you could do by calling us on 1300 599 888 or by completing and posting to us the cancellation notice provided to you with the other agreement documents.

#### 3.3 When we start selling you electricity

Although the agreement may have started, we do not start selling you electricity unless and until:

- (a) you have given us:
  - (i) acceptable identification;
  - (ii) your contact details for billing purposes and, if you rent the supply address, contact details for your landlord or the landlord's agent; and
  - (iii) credit information, if required by us;

- (b) your cooling-off period has expired;
- (c) you have paid any applicable connection or other charge associated with connecting the supply address to the distribution system and the supply address is connected and all required metering equipment is installed; and
- (d) if we are not already the retailer responsible to AEMO for the supply address under electricity law, the later of any proposed transfer date stated in the important details and the date a transfer of that responsibility to us is completed.

#### 3.4 Final decision we may make before we start selling you electricity

If at any time before we start selling you electricity we decide we are not satisfied with information you have provided to us about your eligibility for our offer or about your creditworthiness, or if the transfer process referred to in clause 3.3(d) is delayed or prevented due to factors outside of our reasonable control and does not occur on your next scheduled meter read or the date we schedule a special meter read with you then we may immediately end the agreement by giving notice to you. We will not have to provide any compensation to you nor will you to us.

#### 3.5 Transferring responsibility for the supply address

If we are not currently the retailer responsible to AEMO for the supply address under electricity law, we will arrange for the transfer of that responsibility to us. We will use reasonable endeavours to ensure that that transfer is completed on any proposed transfer date stated in the important details, but are not liable to you for any delays.

#### 3.6 When does the agreement end?

- (a) Unless it ends under clause 3.6(b) or under clause 21, the agreement will continue indefinitely from when we start selling you electricity.
- (b) The agreement ends:
  - (i) if you give us a notice stating you wish to end the agreement on a date advised by us, of which we will give you at least 5 but no more than 20 business days' notice; or
  - (ii) if you are no longer a small customer, on any date we may specify at our discretion, of which we will give you at least 5 but no more than 20 business days' notice;
  - (iii) if we both agree to a date to end the agreement on the date that is agreed; or
  - (iv) if you start to buy electricity for the supply address from us or a different retailer under another customer retail agreement on the date the sale of electricity under that other agreement starts; or
  - (v) if a different customer starts to buy electricity for the supply address on the date the sale of electricity under that customer's agreement starts; or



(vi) if the supply address is disconnected and you have not met the requirements in the electricity law for reconnection 10 business days from the date of disconnection.

- (c) If you do not give us safe and unhindered access to the supply address to conduct a final meter reading (where relevant), the agreement will not end under clause 3.6(b)(i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of electricity.
- (d) After the agreement ends under clause 3.6(b)(i) or (iii) and if we continue after then to be liable to AEMO for electricity you use at the supply address, we will sell that electricity to you at the same rates and other terms and conditions that would have applied had the agreement not ended (subject to any necessary adaptation).
- (e) If the agreement ends under clause 3.6(b)(ii) and you continue to use electricity at the supply address, then, until such time as you enter into an appropriate arrangement with us for the payment of rates, charges and fees for the electricity used, we may charge you such amount for the electricity as we consider would have been charged had there been such an arrangement in place.
- (f) Rights and obligations accrued before the end of the agreement continue despite the end of the agreement, including any obligations to pay amounts to us.

### 3.7 Vacating the supply address

- (a) If you are vacating the supply address, you must provide your forwarding address to us for your final bill in addition to a notice under clause 3.6(b)(i).
- (b) When we receive the notice, we will use our best endeavours 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 you at the forwarding address stated in your notice.
- (c) You will be liable for charges associated with the final meter read and disconnection of the supply address, and will continue to be responsible for all other rates, charges and fees for the supply address until the agreement ends in accordance with clause 3.6.

## 4. Scope of the agreement

### 4.1 What is covered by the agreement?

- (a) Under the agreement we agree to sell you electricity at the supply address. We also agree to meet our other obligations under the agreement and to comply with electricity law including the provision, installation and maintenance of your meter.
- (b) In return, you agree:
  - (i) to be responsible for rates, charges and fees for electricity supplied to the supply address until the agreement ends under clause 3.6 even if you vacate the supply address earlier; and
  - (ii) to pay the amounts billed by us under the agreement; and
  - (iii) to meet your obligations under the agreement and the electricity law.

### 4.2 What is not covered by the agreement?

The agreement does not cover the physical connection of the supply address to the distribution system and the maintenance of that connection and the supply of electricity to the supply address. This is the role of your distributor.

## 5. Your general obligations

### 5.1 Full information

You must give us any information we reasonably require for the purposes of the agreement. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

### 5.2 Updating information

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of electricity changes. You must also tell us promptly if you are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services at the supply address.

### 5.3 Life support equipment

- (a) If a person living or intending to live at the supply address requires life support equipment, you must register the supply address with us or your distributor and provide medical confirmation for the supply address. Subject to electricity law, the supply address may cease to be registered as having life support equipment if no medical confirmation is provided to us or your distributor.
- (b) You must tell us or your distributor if the life support equipment is no longer required at the supply address.



- (c) If you tell us that a person living or intending to live at the supply address requires life support equipment, then, subject to and in accordance with electricity law, we must give you:
- (i) at least 50 business days to provide the required medical confirmation for the supply address;
  - (ii) general advice that there may be a distributor planned interruption, retailer planned interruption or unplanned interruption to the supply of electricity to the supply address;
  - (iii) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the supply address;
  - (iv) information to assist you to prepare a plan of action in case of an unplanned interruption, and
  - (v) emergency telephone contact numbers.

#### 5.4 Obligations if you are not an owner

If you cannot meet an obligation relating to the supply address under the agreement because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the supply address fulfils the obligation.

#### 6. Our liability

- (a) The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system 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.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking or guarantee, and we make no representation to you, about the condition or suitability of electricity, its quality, fitness for purpose or safety, other than those set out in the agreement.
- (c) Despite anything else the agreement says, and despite anything outside the agreement other than an applicable law, we will only ever be liable to you for direct damage and we will not be liable to you for indirect damage, including:
- (i) indirect loss; or
  - (ii) consequential loss; or
  - (iii) business interruption loss; or
  - (iv) lost profits; or
  - (v) loss of an opportunity; or
  - (vi) your liability to other people under agreements or otherwise;

except we will, at all times in accordance with the electricity law remain liable for any breach of contract or negligence committed by us.

- (d) Nothing in the agreement varies or excludes any limitation of liability or immunity we have under the law.

#### 7. Price for electricity and other services

##### 7.1 What are our rates, charges and fees?

- (a) The initial rates we use to calculate your electricity charges are included in the important details. Your first bill will also state the rates, charges and fees that apply.

- (b) We may also charge you:

- (i) any retail service and other charges included in the important details;
- (ii) reasonable costs we incur if you do not allow access to your meter or you request an unscheduled meter reading;
- (iii) any merchant service fees we incur because of the payment method you use in paying your bill;
- (iv) costs imposed on us if, due to fault on your part, payments you make to us are dishonoured or reversed;
- (v) transmission and distribution network loss factors on a pass-through basis; and
- (vi) any other charges and fees included in the important details or these terms and conditions.

##### 7.2 Changes to electricity usage rates at end of initial period and changes to other fixed benefits

- (a) If we have agreed with you to fix our electricity usage rates for an initial period as stated in the important details, then, unless we agree something else with you, from when that initial period ends your electricity usage rates from time to time will be the same as our standing offer rates.
- (b) We will send you a notice no earlier than 40 business days and no later than 20 business days before any such initial period expires. The notice will include advice on when the period expires, what your new electricity usage rates will be and what your options are.
- (c) We will also give you notice of any change in any benefit provided for in the important details which continues for a minimum or fixed period as also stated in the important details. We will again give these notices to you in the manner and form required by electricity law, no earlier than 40 business days and no later than 20 business days before the change. We will include all relevant information about the change also as required by electricity law.

##### 7.3 Other changes to rates, charges and fees

- (a) We may in accordance with applicable electricity law, change your rates, charges and fees if there is any increase in any external retail cost which has occurred or which we fairly and reasonably expect will occur. The amount of the change will fairly and reasonably reflect the amount of the increase or expected increase in that external retail cost and will not exceed what we consider is necessary to cover that increase or expected increase, taking into account that the change may also apply to rates, charges and fees that our other customers pay.



- (b) We may in accordance with applicable electricity law, change your rates, charges and fees if there is any increase in any other retail cost which has occurred or which we fairly and reasonably expect will occur. The amount of the change will fairly and reasonably reflect the amount of the increase or expected increase in that other retail cost and will not exceed what we consider is necessary to cover that increase or expected increase, taking into account that the change may also apply to rates, charges and fees that our other customers pay.
- (c) Independent of paragraphs (a) and (b), we may also review your rates, charges and fees at our discretion in accordance with applicable electricity law, and re-set them at new levels and with effect from such date as we determine at our discretion provided we give you advance notice of any change in accordance with clause 7.3(d) below.
- (d) If we decide to change or re-set any of your rates, charges or fees we will give you written notice of the change or re-set. If the supply address is in Queensland, we will give you this notice at least 10 business days before the change or re-set takes place, and if the supply address is elsewhere, we will give you this notice at least five business days before the change or reset to the rates, charges or fees are to apply to you. If you have told us your preferred form of communication, we will deliver this notice to you by your preferred form of communication. If you have not told us what your preferred form of communication is we will use the same method as we use for the delivery of your bill to you.
- (e) Clause 7.3(a), (b) and (d) do not apply to your electricity usage rates if we have agreed with you to fix our electricity usage rates for an initial period as stated in the important details. Instead, your electricity usage rates will change from time to time under clause 7.2.

#### 7.4 Changes to electricity usage rates due to changes in use

Your Distributor determines whether you are a small customer and you have confirmed that you are a business customer. You must tell us as soon as possible if:

- (a) the amount of electricity you use at your premises changes significantly, because you may no longer be classified as a small customer;
- (b) you start to purchase electricity at your premises principally for personal, household or domestic use (as you will no longer be a business customer).

#### 7.5 Consumption thresholds

The following table sets out per annum consumption thresholds that apply to an individual supply address of a small business customer. If your consumption increases above the relevant threshold, we may terminate this Agreement.

State or Territory	Consumption threshold
South Australia	160 MWh
Victoria	40 MWh
New South Wales	100 MWh
Queensland	100 MWh

#### 7.6 New arrangements if you are no longer a small customer

If you are no longer a small customer at your supply address then:

- (a) we can charge you for the electricity supplied to your supply address at the rates, charges and fees we consider are reasonably necessary to recover from you all costs we incur in connection with selling you that electricity plus the same margin we recover from similar customers;
- (b) we may 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 supply address disconnected; and
- (c) we are then entitled to have your supply address disconnected and you will have no right of reconnection.

#### 7.7 Changes to rates, charges or fees during a billing cycle

If the rates, charges or fees applying to you change during a billing cycle, we will calculate your next bill on a proportionate basis.

#### 7.8 GST

- (a) Amounts specified in the important details and other amounts payable under the agreement are stated to be inclusive of GST. Clause 7.6(b) applies unless an amount is stated to include GST.

### 8. Billing

#### 8.1 General

We will 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 or postal address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the email or postal address specified by you.

#### 8.2 Calculating the bill

Bills we send to you will be calculated on and will show:

- (a) the amount of electricity used at the supply address during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the electricity law); and
- (b) the amount of rates, charges and fees for any other services provided by us under the 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.

#### 8.3 Estimating your electricity usage

- (a) We may estimate the amount of electricity used at the supply address if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.



- (b) If we estimate the amount of electricity used at the supply address to calculate a bill, we will:
- (i) clearly state on the bill that it is based on an estimation; and when your meter is later read, adjust your bill for the difference between the estimate and the electricity actually used.
  - (ii) You are entitled to self-read your meter and instructions will be enclosed with your estimated bill.
  - (iii) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.
  - (iv) 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.

#### 8.4 Your historical billing information

Upon request and as and by when required by electricity law, we must give you information about your billing history for the previous 2 years free of charge.

#### 8.5 Your electricity usage information

Upon request, we will give you information about your electricity usage for up to 2 years free of charge. However, we may charge you if:

- (a) we have already given you this information 4 times in the previous 12 months; or
- (b) the information requested is different in manner or form to any minimum requirements we are required to meet; or
- (c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

## 9. Paying your bill

### 9.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the Invoice Due date) on the bill. The Invoice Due date will be no earlier than 13 business days from the date on which we issue your bill.

### 9.2 Payment options

Unless we make a different agreement with you or, because you are late paying your bill we require you to use a particular payment method nominated by us, you can pay your bill by any of the options listed on your bill.

### 9.3 Issue of reminder notices

If you have not paid your bill by the Invoice Due date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

### 9.4 Difficulties in paying

- (a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options or about special entitlements you may have under electricity law if the supply address is in Victoria.
- (b) Except to the extent that you instead may have special entitlements if the supply address is in Victoria:
  - (i) if you are 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. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of electricity in the previous 2 years; and
  - (ii) If you are a residential customer, additional protections may be available to you under our Customer Hardship Policy and under electricity law if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website <https://www.bluenrg.com.au/help-centre/faqs-and-useful-links>.



## 9.5 Late payment

Unless your supply is located in Victoria and to the extent otherwise permitted by electricity law, if you have not paid a bill by the Invoice Due date then:

- (a) we may require you to pay a late payment charge, if such a charge is included in the important details, or interest on any late payment as set by us from time to time; and
- (b) we may take legal proceedings or other steps against you to recover the overdue amount and our recovery costs. However, before taking any such steps we will comply with all applicable requirements under the electricity law.

## 9.6 Advance payments

You may pay us in advance. However, we do not pay interest on advance payments and will not refund them before the agreement ends.

## 10. Meters

- (a) You must allow us and our representatives safe and unhindered access to the supply address for the purposes of reading, testing, maintaining, inspecting or altering the meter at the supply address as well as calculating or measuring electricity supplied to the supply address, checking the accuracy of metering data and replacing the meter.
- (b) If we seek access for any of the reasons mentioned in clause 10(a), or our representatives do, we or they will comply with all relevant requirements under electricity law and will carry or wear identification and show it to you on request.
- (c) 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 electricity law and in any event at least once every 12 months.
- (d) If we want to deploy a new meter at the supply address, you consent to your meter being replaced and agree that you are waiving your right to opt out of having your meter replaced under the electricity law.

## 11. Undercharging and overcharging

### 11.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
  - (i) we will not charge interest on the undercharged amount; and
  - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, or in Victoria in the 4 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

### 11.2 Overcharging

- (a) Where you have been overcharged by less than the overcharge threshold under electricity law, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- (b) Where you have been overcharged by an amount equal to or more than the overcharge threshold under electricity law, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we will credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) If you have stopped buying electricity from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
- (d) 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.

### 11.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, 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 will arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. You will be liable for the cost of the check or test and, unless your supply address is in Victoria, we may, where permitted by electricity law, we may request payment in advance. However, if the meter or metering data proves to be faulty or incorrect, we must reimburse you for the amount paid.
- (c) 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.

## 12. Security deposits

### 12.1 Security deposit

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by electricity law.

### 12.2 Interest on security deposits

Where you have paid a security deposit, we will pay you interest on the security deposit at a rate and on terms required by electricity law.

### 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 the agreement:



- (i) if you fail to pay a bill and as a result we arrange for the disconnection of the supply address; or
  - (ii) in relation to a final bill (i.e. a bill we issue when you vacate the supply address or when you stop purchasing electricity from us at the supply address or when you request that the supply address be disconnected).
- (b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

#### 12.4 Return of security deposit

- (a) We will return your security deposit and any accrued interest in the following circumstances:
- (i) you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the Invoice Due dates on our initial bills; or
  - (ii) subject to clause 12.3, you stop purchasing electricity at the supply address.
- (b) If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

#### 13. Supply interruptions

- (a) We may arrange planned interruptions (maintenance repair etc)
- (b) We may arrange our own planned interruptions to the supply of electricity to the supply address where permitted under electricity law for the purpose of the installation, maintenance, repair or replacement of your meter.
- (c) If your electricity supply will be affected by a planned interruption arranged by us, we will give you at least 4 business days' notice by mail, letterbox drop, press advertisement or other appropriate means.
- (d) Your right to information about planned interruptions
- (e) If you request us to do so, we will use our best endeavours to explain any planned interruption to the supply of electricity to the supply address which was arranged by us.
- (f) If you request an explanation be in writing we will, within 10 business days of receiving the request, give you either the written explanation or an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.
- (g) For interruptions made by your distributor, we may refer you to your distributor to provide information.

#### 14. Disconnection of supply

##### 14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the electricity law, we may arrange for the disconnection of the supply address if:

- (a) you do not pay your bill by the Invoice Due date and you:
- (i) fail to comply with the terms of an agreed payment plan; or
  - (ii) if you are a residential customer, do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;
- (b) you do not provide a security deposit we are entitled to require from you; or
- (c) you do not give access to the supply address to read a meter (where relevant) for 3 consecutive meter reads; or
- (d) you fail to give us safe and unhindered access to the supply address as required by clause 10(a) or any requirements under electricity law;
- (e) there has been illegal or fraudulent use of electricity at the supply address in breach of clause 16; or
- (f) we are otherwise entitled or required to do so under electricity law.

##### 14.2 Disconnection of Victorian residential customers

If you are a residential customer and the supply address is in Victoria and you are entitled to special assistance under the electricity law in that State, then clause 14.1(a) does not apply. Instead, again subject to us satisfying the requirements in the electricity law, we may arrange for the disconnection of the supply address if you are receiving that special assistance and you fail to make a payment or otherwise do not adhere to the terms of that assistance.

##### 14.3 Notice and warning of disconnection

Before disconnecting the supply address, we must comply with a relevant warning notice and other requirements of electricity law, and in relation to safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of electricity at the supply address or where there is an emergency or health and safety issue).

##### 14.4 When we must not arrange disconnection

- (a) Subject to clause 14.4(b), the supply address may not be disconnected during the following times:
- (i) on a business day before 8.00am or after 2.00pm if you are a Victorian residential customer and otherwise 3.00pm; or
  - (ii) on a Friday or the day before a public holiday; or





- (iii) on a weekend or a public holiday; or
  - (iv) on the days between 20 December and 31 December (both inclusive) in any year; or
  - (v) if you are being disconnected for non-payment of a bill, during an extreme weather event.
- (b)** The supply address may be disconnected within the protected period referred to in clause 14.4(a):
- (i) for reasons of health and safety; or
  - (ii) in an emergency; or
  - (iii) as directed by a relevant authority; or
  - (iv) if you are wrongfully interfering with electricity equipment; or
  - (v) if you request us to arrange disconnection within the protected period; or
  - (vi) if the supply address is for a commercial business that only operates within the protected period and where access to the supply address is necessary to effect disconnection; or
  - (vii) where the supply address is not occupied.

## 15. Reconnection after disconnection

As and when required by electricity law, we must arrange for the reconnection of the supply address if, within 10 business days of the supply address being disconnected:

- (a)** you ask us to arrange for reconnection of the supply address; and
- (b)** you rectify the matter that led to the disconnection; and
- (c)** you pay any reconnection charge (if requested).

## 16. Wrongful and illegal use of electricity

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

- (a)** illegally use electricity supplied to the supply address; or
- (b)** interfere or allow interference with any electricity equipment that is at the supply address except as may be permitted by law; or
- (c)** use the electricity supplied to the supply address or any electricity equipment in a manner that:
  - (i) unreasonably interferes with the connection or supply of electricity to another customer; or
  - (ii) causes damage or interference to any third party; or
- (d)** allow electricity purchased from us to be used otherwise than in accordance with the agreement and electricity law; or
- (e)** tamper with, or permit tampering with, any metering equipment.

## 17. Notices and bills

- (a)** Notices and bills under the agreement must be sent in writing, unless the agreement or electricity law says otherwise.

- (b)** A notice or bill sent under the 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 supply address (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date 3 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 by email or otherwise electronically and the use of electronic communication has been agreed between us.
- (c)** 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.

## 18. Privacy

- (a)** You agree that we may collect and use credit information about you to evaluate your credit eligibility and what level, if any, of credit we can provide to you or continue to provide to you, and to manage our relationship with you, and we may disclose your credit information to any credit reporting body.
- (b)** You agree to us collecting relevant personal information and sensitive information about you contained in, or which becomes available to us under the agreement, and consent to us using that information to exercise our rights and perform our obligations under the agreement and to us disclosing that information to other persons who require it if that helps us with the sale of electricity and the supply of relevant services under the agreement.
- (c)** Our privacy policy (including credit reporting) policy is available on our website at <https://www.bluenrg.com.au/privacy-policy>. If you have any questions, you can contact our privacy officer on 1300 599 888.

## 19. Complaints and dispute resolution

### 19.1 Complaints

If you have a complaint relating to the sale of electricity by us to you, or the agreement generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures. This is published on our website at <https://www.bluenrg.com.au/help-centre/faqs-and-useful-links>.

### 19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- (a)** of the outcome of your complaint and the reasons for our decision; and



- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the energy ombudsman.

**Energy and Water Ombudsman of Victoria:** visit [www.ewov.com.au](http://www.ewov.com.au) or phone [1800 500 509](tel:1800500509)

**Energy and Water Ombudsman of New South Wales:** visit [www.ewon.com.au](http://www.ewon.com.au) or phone [1800 246 505](tel:1800246505)

**Energy and Water Ombudsman of Queensland:** visit [www.ewoq.com.au](http://www.ewoq.com.au) or phone [1800 662 837](tel:1800662837)

**Energy and Water Ombudsman of South Australia:** visit [www.ewosa.com.au](http://www.ewosa.com.au) or phone [1800 665 565](tel:1800665565)

## 20. Applicable law

The laws of the State in which the supply address is located govern the agreement.

## 21. Retailer of last resort event

If we are no longer entitled by law to sell electricity to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under electricity law to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant retailer for the RoLR event and the agreement will come to an end.

## 22. General

### 22.1 Title

The title and risk in the electricity sold to you under the agreement will pass to you when it is supplied to the point of connection between the supply address and the distribution system

### 22.2 Our obligations

Some obligations placed on us under the agreement may be carried out by another person. If an obligation is placed on us to do something under the 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 the agreement.

### 22.3 Amending the agreement

- (a) We can vary the agreement by giving you notice in writing of the amendments at least 20 business days before they commence. Except where the amendment is one required by us in order to comply with or otherwise address a change in the law or relates to a variation in the structure or nature of a tariff pursuant to clause 22.3(b), if you don't like the amendments, then at any time before the amendments commence you can terminate the agreement.
- (b) If we want to vary the structure or nature of a tariff, you consent to us varying the structure or nature of the tariff and this clause will satisfy any requirement in the electricity law for us to obtain your consent in writing to the variation.

### 22.4 Transferring the agreement

You cannot transfer the agreement to another person without our prior written consent. We will need your prior written consent to any transfer too, except if we are selling all or substantially all of our small customer electricity retailing business in the State in which the supply address is located (in which case you appoint us to be your attorney to sign any document or do anything necessary to effect the transfer of the agreement to the buyer of that business).

### 22.5 Inconsistencies

If these terms and conditions are different to or inconsistent with details included in the important details, the latter prevails.

### 22.6 Further terms required by electricity law

If electricity law requires any matter to be included in the agreement that is not expressly included in the agreement, that matter is incorporated as a further term of the agreement.

### 22.7 Multiple supply addresses

Except where these terms and conditions say otherwise or the context otherwise requires, where the agreement applies to more than one supply address it does so separately. This means that whatever you or we may do with respect to one supply address will not affect our respective rights or obligations with respect to another supply address.

### 22.8 Additional or new supply address

If you ask us to extend the agreement to an additional supply address or to transfer the agreement to a new supply address because you are moving, we may offer, but are not obliged, to incorporate that additional or new supply address into the agreement.



## Simplified explanation of terms

**AEMO** means Australian Energy Market Operator Limited ABN 94 072 010 327 or any successor body that administers the market for wholesale trading in electricity;

**agreement** means the agreement you have entered into with us for the sale of electricity at the supply address as first mentioned in the preamble to these terms and conditions;

**all hours period** means any time on any day;

**Australian Consumer Law** means schedule 2 to the Competition and Consumer Act 2010 (Cth) as in force as a law of the Commonwealth under that Act and as in force in Victoria, New South Wales, South Australia and Queensland under the laws of those States;

**billing cycle** means the regular recurrent period for which you receive a bill from us;

**business customer** means a customer who is not a residential customer;

**business day** means a day other than a Saturday, a Sunday or a public holiday observed on the same day in each of Victoria, New South Wales, South Australia and Queensland;

**customer** means a person who buys or wants to buy electricity from a retailer;

**disconnection** means an action to prevent the flow of electricity to the supply address, but does not include an interruption;

**distributor** means the person who operates the system that connects the supply address to the distribution network;

**distributor planned interruption** means an interruption for:

- (a) the planned maintenance, repair or augmentation of the transmission system; or
- (b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or
- (c) The installation of a new connection or a connection alteration.

**electricity law** means national and State laws and rules relating to electricity and the legal instruments made under those laws and rules and in particular includes the Electricity Industry Act 2000 (Vic) and the Energy Retail Code made under that Act in Victoria and the National Energy Retail Law and the National Energy Retail Rules in New South Wales, South Australia and Queensland;

**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 ombudsman** means the Energy & Water Ombudsman Victoria, Energy & Water Ombudsman New South Wales, the Energy Ombudsman South Australia or the Energy and Water Ombudsman Queensland, depending on the State in which the supply address is located;

**external retail cost** means any cost we incur in connection with our business of buying and on- selling electricity the amount of which is not within our reasonable control, which may include (without limitation) the following costs:

- (a) prices and charges payable to your distributor for the supply of electricity to the supply address;
- (b) costs which we incur directly or which are passed through to us by a supplier, and which result from the introduction of, or a change in, a tax or any applicable law;
- (c) market charges and metering charges;
- (d) any cost we incur in meeting any environmental obligation (whether mandated by law or embraced voluntarily) in connection with electricity used by you or other customers, and any charge or other cost we incur if we do not, or are not able to, meet that environmental obligation; and
- (e) incremental amounts we pay for electricity resulting from force majeure affecting any of our suppliers;

**force majeure event** means an event outside the control of a party;

**GST** has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

**life support equipment** means any of the following:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a kidney dialysis machine;
- (d) a chronic positive airways pressure respirator;
- (e) crigler najjar syndrome phototherapy equipment;
- (f) a ventilator for life support;
- (g) in relation to a particular customer-any other equipment that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support or otherwise where the customer provides a current medical certificate certifying that a person residing at the customer's premises has a medical condition which requires continued supply of electricity;



**medical confirmation** means certification from a registered medical practitioner of the requirement for life support equipment at the supply address;

**National Energy Retail Law** means the law of that name that is applied by the States of New South Wales, South Australia and Queensland;

**National Energy Retail Rules** means the rules of that name made under the National Energy Retail Law;

**off peak period** are the hours set by your distributor as specified on our website as off peak period if you are subject to a time of use tariff;

**other retail cost** means any cost we incur in connection with our business of buying and on- selling electricity which is not an external retail cost;

**peak period** are the hours set by your distributor as specified on our website as peak period if you are subject to a time of use tariff;

**personal, sensitive and credit information** means personal information, sensitive information, credit information and credit eligibility information each within the meaning given to those terms in the Privacy Act 1988 (Cth);

**relevant authority** means any person or body who has the power under law to direct us, including AEMO and State or Federal Police;

**residential customer** means a person who purchases electricity principally for personal, household or domestic use at their supply address;

**retailer** means a person that is authorised to sell electricity to customers;

**retailer planned interruption** means an interruption of the supply of electricity to a customer that:

- (a) is for the purposes of installing, maintaining, repairing or replacing an electricity meter; and
- (b) does not involve either:
  - (i) the distributor effecting a distributor planned interruption or an unplanned interruption in accordance with the electricity law or
  - (ii) interrupting the supply of electricity to a customer who is not the customer of the retailer arranging the interruption; and
- (c) is not a distributor planned interruption.

**RoLR** event means an event that triggers the operation of the Retailer of Last Resort scheme under electricity law;

**security deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the electricity law;

**shoulder period** are the hours set by your distributor as specified on our website as shoulder period if you are subject to a time of use tariff;

**small customer** means:

- (a) a residential customer; or
- (b) a business customer who consumes electricity at or below a level determined under electricity law;

**SOHO customer** means a *small customer* that is not a residential customer, operates a business from home and signs up to Blue NRG with an ABN;

**unplanned interruption** means an interruption of the supply of electricity to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of electricity, and includes:

- (a) an interruption in circumstances where, in the opinion of the distributor, a customer's installation or the distribution system poses an immediate threat of injury or material damage to any person, any property or the distribution system; or
- (b) an interruption in circumstances where:
  - (i) there are health or safety reasons warranting an interruption; or
  - (ii) there is an emergency warranting an interruption; or
  - (iii) the distributor is required to interrupt the supply at the direction of a relevant authority; or
- (c) an interruption to shed demand for electricity because the total demand for electricity at the relevant time exceeds the total supply available; or
- (d) an interruption to restore supply to a customer.

**unsolicited consumer agreement** has the meaning given to that term in the Australian Consumer Law.

**VDO** means the Victorian Default Offer that is a regulated price pursuant to the Order made under s 13 of the Electricity Industry Act published in Special Gazette No. S 208 on Thursday 30 May 2019.