

About this contract

This Contract, together with the relevant Energy Fact Sheet, Basic Plan Information Document, Detailed Plan Information Document or Product and Price Information Statement for the energy plan you've chosen, forms the Contract for the sale of energy to you at your premises. In addition to this contract, the National Energy Retail Law, the National Energy Retail Rules and the Australian Consumer Laws (together 'applicable energy regulations') set out specific rights and obligations about the sale and delivery of energy and we will comply with these Rules in our dealings with you. This Contract is to make sure we understand what is expected of each other.

To the extent of any inconsistency between this Contract and energy laws, energy laws will prevail.

If you accept offers from us to supply you with both electricity and gas at your premises, then there are two separate contracts with these terms, a contract for the supply of electricity and a contract for the supply of gas.

About Amber Electric

Amber Electric is the provider of a new kind of electricity retail product, selling electricity to customers at real-time wholesale prices, and helping customers use greener, cheaper power. Amber Electric is a registered electricity retail license holder.

About Energy Locals

Energy Locals is a social enterprise that offers customers fair and transparent energy products which also help local Australian communities. Energy Locals is also a registered retail license holder.

The Parties

This Contract is between Amber Electric Pty Ltd (Amber, and also referred to as "we", "our" or "us") and you, the customer to whom this contract applies (in this contract referred to as "you" or "your").

If more than one person is named as a customer on your account, each person named is individually responsible for meeting all the customer's responsibilities under this Contract.

For business customers, if you are a sole trader or acting on behalf of a trust, the contract with Amber will be with you as an individual.

Amber works in close partnership with Energy Locals Pty Ltd ACN 606 408 879, another licensed electricity retailer, to provide you with the Amber electricity product. As a result of this partnership, Energy Locals, working as an agent for Amber Electric, may assist in providing the energy product (for example they may assist Amber in regards to ensuring the accuracy of an any Concession information, Life Support information, or in interacting with metering service providers to provide you with a Smart Meter). By entering in this Contract you give your explicit informed consent to this arrangement.

By entering this Contract you give your explicit informed consent to the following:

- You give your explicit informed consent that the payment due date will be 10 business days from the date we issue the bill;
- You give your explicit informed consent that you must pay your bill by Direct Debit or automatic credit card or debit card payment using a card registered with us, or via Centrepay;
- You give your explicit informed consent that bills, reminder notices and any other correspondence will be sent to you electronically and delivered to your nominated email address provided to us, unless you request otherwise;
- You give your explicit informed consent to make payments on a monthly or weekly basis;
- You give your explicit informed consent that some of your bills may be based on estimated meter readings, if a smart meter is not installed at your premises;
- You give your explicit informed consent that if you have a basic meter, we will send you bills every three months and require fixed monthly payments of an amount to be agreed by us, and if you have a remotely-read meter we will send you bills each month;
- You give your explicit informed consent that if the distribution company in your area charges for special services such as a disconnection, reconnection or special meter read, that you will pay these charges to us;
- You give your explicit informed consent that we may undertake an individual credit check in relation to this contract;
- You give your explicit informed consent that if you fail to pay for the energy you use we will undertake collections and/or legal activity and that this may affect your credit rating;
- You give your explicit informed consent for us to provide your personal information (including full name and contact details) to third parties that we may contract with in order to deliver you energy and the services under this contract.
- You give your explicit informed consent that your personal information (including name and email address) will be

accessible by both Amber & Energy Locals in order to provide the services outlined in this agreement.

Term of this contract

This contract starts when you accept our offer.

We will start supplying you energy under this contract when all of the following conditions are satisfied:

- 10 business days after the day you receive the required information about your contract (your welcome pack);
- once you satisfy any pre-conditions including those set out in the Rules and the *Electricity Industry Act 2000* (Victoria). This includes giving us acceptable identification and payment details; and
- when we become the financially responsible retailer for your premises.

You authorise Amber (and its agent Energy Locals) to manage the transfer process from your current energy retailer to Amber.

Depending on your previous retailer and the market transfer process, it can sometimes take up to 3 months for Amber Electric to become the energy retailer for your premises.

Cooling off period

You can cancel this Contract during the 10 Business Day cooling off period (even though you agreed or accepted it).

The cooling off period starts on the day we send you your welcome pack. To cancel during the cooling off period, you need to notify us of your intention to cancel by telephone or in writing. We will keep a record of any cancellation during the cooling off period.

The effect of this will be that we do not request transfer of your energy supply from your previous retailer.

How this contract can be cancelled

We don't charge exit fees so you are able to cancel this Contract whenever you want.

To ensure another energy supplier doesn't transfer you without your consent, you must tell us by phone or in an email from the email address we have on your account if you need to cancel your contract with us so that we can verify the request is from you.

You must pay all amounts owing. We are permitted to prevent your transfer to another retailer if you have an overdue debt on your account.

If you're cancelling because you're moving out of your premises, you need to provide us with at least 3 business days' notice in Victoria and 5 business days' notice in other States. You must also provide us with safe and unhindered access to your energy meter and a forwarding address so we can make sure your final bill reaches you.

You may keep Amber as your retailer at your new address only if your new premises are supplied in a region served by us and we will do all we can to make the transition as smooth as possible. If you are able to keep Amber as your retailer at your new address, your tariff may change and we may need to charge you a disconnection and connection fee as required by your local distributor. We will not charge you an exit fee.

This contract may also be cancelled if:

- your service address is not transferred to us within 3 months of you agreeing to this Contract;
- you do not provide your payment details to us;
- you request us to cancel your direct debit authority;
- another retailer becomes the energy retailer for your premises;
- you enter into a new contract with us that replaces this one;
- another person enters into a new contract with us for your premises;
- you move out of your premises and have paid our final bill;
- your premises have been disconnected for 10 business days and you do not have a right to be reconnected;
- you do not pay your bills on time and we notify you that this Contract will end;
- we give you at least 20 business days' notice that your Contract is being cancelled by us; or
- the meter at your premises becomes classified as 'large', meaning it is no longer eligible for one of the residential and small business tariffs we offer.

Your general obligations

You must give us any information we reasonably require for the purposes of this Contract, and that information must be accurate.

You must tell us promptly if the information you have provided to us changes. This includes your billing address, email address and phone number.

If a person living at your premises requires life support equipment, you must register the premises with us. To register you will need to provide written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises. Where you have provided us with written confirmation from a registered medical practitioner, we will comply with our life support obligations under the energy

laws. You must also tell us if life support equipment is no longer required at the premises.

Your tariff

The price you pay for your energy supply is as set out in the Energy Fact Sheet or Basic Plan Information Document for your chosen product. The exact tariff will depend on your meter configuration and/or the network tariff for your property.

Before you can start on Amber's real-time pricing tariffs, you must have a smart meter installed. If you have an older type of meter, we will install a new one for you. Before your smart meter is installed, we will use AEMO's standard daily shape in your area to estimate your usage across the day.

In addition to the applicable prices, you may incur other fees. Most common fees are outlined in the Energy Fact Sheet or Basic Plan information Document. Certain fees are charged by your distributor for additional services and these are detailed on Amber's website: amberelectric.com.au/fees

Our energy prices are determined by a range of factors, including government rebates, network fees and wholesale market costs. These factors are outside of our control, and we may need to change the amount you are charged for energy in response to any changes. By entering into this Contract, you agree that we may vary the amounts we charge you.

You will be notified of price changes in writing at least 5 business days before the tariff change comes into effect, or otherwise as required by the relevant energy laws and Energy Retail Code (Victoria).

All current prices are published on Amber's website.

A change in your circumstances or energy usage could mean that you are no longer eligible for the tariff you are on. In this situation, we will contact you to discuss an alternative tariff. Any change to your tariff will happen either from the date you tell us there is a change in your circumstances or retrospectively from the date the change occurred, if you haven't told us about it.

You may be eligible for a different tariff to the one you are on and you can contact us to make this change. If you are eligible we will make the change within 10 business days or from the date your meter is read or changed (as necessary).

If your tariff changes mid-way through a billing period, we'll calculate your next bill on a proportional basis.

GST will be added to different components of bills as permitted by current legislation.

Bills

We'll send you a bill via email (or post, if requested) as soon as possible after the end of each billing cycle. In calculating your bill, we'll take into account:

- the energy you've used at the supply address during the billing period. We'll use information from meter readings in accordance with applicable energy regulations;
- fees and charges for any other services provided under this Contract during the billing cycle;
- charges payable for services provided by your local network distributor. This may include connection charges if you have requested a new or changed connection
- charges payable for services provided by your meter provider; and
- any pre-payment, credit balance or outstanding balance on your account.

We may estimate the amount of energy you've used if we don't receive your meter data from a metering provider when it's due, or if we reasonably believe that the meter data we have been provided is inaccurate.

If we send a bill based on an estimate, we'll make that clear on the bill. We will also adjust your bill on a retrospective basis once we have actual meter data. If you don't have an interval meter, and you have been sent a bill for electricity based on an estimate, you can ask for an adjusted bill based on your own reading of your meter and providing us with your estimate before the due date for payment of the bill. We will only accept your reading of the meter if it is carried out in accordance with the procedures we provide.

If we receive meter data that shows we didn't charge you enough, we'll let you pay the undercharged amount in instalments over the same period of time that the meter was not read for (if less than 12 months).

If new meter data shows that we overcharged you by less than \$50 and if you have already paid that overcharged amount, we will credit that amount to your next bill.

If the overcharge was \$50 or more, we will inform you via email within 10 business days and if you've already paid that amount, we'll credit it to your next bill. You can also ask us to refund it sooner.

Paying your bill

You must pay the total amount owing on each bill, including GST, by the due date specified on the bill. Under this Contract you

give us your explicit informed consent that the due date will be 10 business days from the date we issue the bill.

You must also pay, by the due date, any additional charges under the terms of this Contract as detailed on your bill.

Under this Contract you give us your explicit informed consent that we will process payment in full for your bill, using your Direct Debit or Credit Card or Debit Card details that we securely hold.

We may charge a fee as outlined in the Energy Fact Sheet and as permitted by the Rules and the Energy Retail Code (Victoria) for payments made by any other means, including by Credit Card and Debit Card, and for late payment.

If you're a residential customer and have told us that you're having difficulty paying your bill, we will offer you the option of paying your bill under a payment plan. However, this option will not be available if you have had two instalment plans cancelled in the previous 12 months due to non-payment or if you have been convicted of an offence involving illegal use of energy in the previous 2 years.

You may also be eligible for assistance under our Hardship Policy, which can be found on our website: <https://www.amberelectric.com.au/terms>

Additional Details of the assistance that may be available to you can be found under the *Electricity Industry Act 2000* and the Energy Retail Code, or can be provided to you on request and free of charge.

Metering

Under applicable energy regulations, we must appoint a Metering Coordinator who will be responsible for coordinating the provision of metering services at your supply address. The Metering Coordinator will be responsible for arranging the installation, testing and maintenance of the meter.

You must have a smart meter installed to access Amber Electric's real-time rates. If you have an older type of meter we will install a new smart meter for you as soon as possible. We will not charge you for the initial provision of the meter, although part of your ongoing bill will include costs passed on from the Metering Coordinator.

Under these terms and conditions, you give your explicit and informed consent for us to install a smart meter if you have an older type of meter. You understand that the metering provider will be required to turn your power off for around an hour in order to exchange your meter. You agree to notify us of any **life support equipment or other reason why this may not be appropriate for you.**

The timing of when the meter will be changed is subject to the Metering Coordinator's schedule, which will generally be within 6 weeks from when we become the electricity retailer for your Property unless your Property is outside a major metropolitan area.

There are circumstances that may affect a Metering Coordinator successfully changing the meter. These include:

- delay for reasons including where you have not provided safe, unhindered or easy access to your Property to change the meter, geographical limitations of the Metering Coordinator (including where your Property is outside a major metropolitan area) or for other reasons outside of their control;
- circumstances where the meter change is not possible, including where there are technical difficulties, where your Property and/or meter location is incompatible for a Smart Meter (including connectivity issues), where you are not authorised to replace your meter at your Property or where there are geographical limitations of the Metering Coordinator; and
- if a Metering Coordinator determines your Property is in an area that is outside a major metropolitan area or that the meter change requires work that is not considered standard for a meter change or is considered complex (**Non-Standard Work**), the meter change will not proceed until you agree to the applicable Non-Standard Work and you agree to pay an additional fee reflective of what the Metering Coordinator will charge us for the meter change being outside a major metropolitan area and/or the Non-Standard Work. If you do not agree, then the Metering Coordinator will not proceed with the meter change.

We and the Metering Coordinator are relying on you having the appropriate authority to authorise the meter change at your Property and by entering this contract you confirm that you have this authority.

If you ask for your meter to be checked, we may require you to pay the cost your Meter Provider charges for that service. You will not be charged for the cost of the service if the meter is found to be faulty or incorrect.

If the meter at your premises becomes faulty, we will notify you and arrange for the installation of a new meter, at no cost to you. This will require a brief power outage but will not require a change to your tariff or the price you pay.

You must provide reasonable protection for the metering installation, such as a meter box or covered location for metering. Maintaining this protected environment is your responsibility.

You acknowledge that metering equipment installed at your property is owned by the Meter Provider. You must not arrange for any changes to the metering. If changes are required you must contact Amber Electric.

Security deposits

We may require you to pay a security deposit. The amount and circumstances of the deposit will be in accordance with the relevant energy laws and the Energy Retail Code (Victoria).

We will pay you interest on the security deposit at a rate and on terms required by the relevant energy laws and the Energy Retail Code (Victoria).

We may use your security deposit and any interest earned on it to reduce an amount you owe us if you have failed to pay a bill. We'll let you know if this happens.

If we no longer require the security deposit, it will be credited on your next bill along with any accrued interest.

Credit management

We may conduct an individual credit check using the personal details you provide us as part of this contract. Depending on the result of any credit check we may notify you that we are cancelling this market contract.

If you are experiencing payment difficulties we will provide assistance as outlined in our published Hardship Program.

If you don't pay your bill we will use credit management and debt collection procedures in accordance with the Rules and the Energy Retail Code (Victoria). We may also apply interest charges to any amounts overdue by at least 30 days if permitted by the Rules. Interest charges, if applicable, will be published at amberelectric.com.au/fees.

We may also refer you to an external debt collection agency for collection of unpaid amounts owed under this contract. If necessary we may undertake legal action in order to recover unpaid amounts. Additional fees may be charged by these external agencies and will be payable by you. It's possible that your credit rating may be affected if you don't pay your bill on time.

Disconnection

Disconnection of energy is a last resort. We may arrange for the disconnection of your energy supply in the following circumstances, in accordance with the relevant energy laws and the Energy Retail Code:

- You ask us to disconnect the supply or you move out of the premises;
- You fail to pay your bill by the due date;
- You have not kept to an agreed payment or instalment plan;
- You refuse to provide a security deposit where we are entitled to require one from you;
- You fail to allow access to your meter for three consecutive meter readings;
- Energy has been illegally or fraudulently used at the supply address; or
- We are otherwise entitled or required to do so under the Rules or the Energy Retail Code or by law.

Prior to disconnection we will notify you in line with the Rules and the Energy Retail Code, and give you the opportunity to resume payment, except in specified circumstances, including for safety reasons. All disconnections and notifications will be carried out in accordance with the Rules and the Energy Retail Code.

We may charge you a disconnection fee as outlined in the fees schedule at amberelectric.com.au/fees.

NOTE: If you are a residential or small business customer in Victoria that is eligible for a Utility Relief Grant and apply for such a grant and apply for such a grant within 10 days of disconnection, you are taken to have rectified the matter that led to disconnection.

Reconnection

We will ask your local distributor to reconnect your premises if, within 10 business days of your premises being disconnected, you:

- Rectify the matter that led to the disconnection; and
- Ask us to arrange reconnection; and
- Pay the reconnection charge we may ask you to pay.

We may terminate this contract within 10 business days following disconnection if you do not perform the actions outlined immediately above.

Notices and bills

Under this Contract you give us your explicit informed consent to receive bills, notices and other communications via email and/or via our website, unless you've requested paper correspondence. We will never send credit card, debit card or bank account details by email.

You must notify us via our website if your email address changes.

A notice or bill sent under this Contract is taken to have been received by you or us (as applicable) on the date of transmission

if sent electronically or two business days after it is posted if sent via paper.

If you disagree with the calculations on your bill, you can ask that we review it in accordance with our Complaint and Dispute Handling Procedure

(<https://www.amberelectric.com.au/terms>). We will inform you of the outcome of the review as soon as reasonably possible. While the review takes place you still need to pay the portion of your bill that is not under review.

Force Majeure

A force majeure event is one that is outside the reasonable control of you or us, which would result in you or us being in breach of this Contract. If a force majeure event occurs:

- the obligations of the affected party, other than an obligation to pay for energy supplied to your supply address, are suspended to the extent to which they are affected by the force majeure event;
- the affected party must give the other party prompt notice of the event, an estimate of its likely duration and the obligations affected by it; and
- the affected party must use its best endeavors to remove, overcome or minimise the effects of the event as quickly as possible.

Privacy

We will comply with all relevant privacy laws regarding your personal information. Our Privacy Policy is available on our website (amberelectric.com.au/privacy) and sets out how we will collect, use, store and disclose your personal information.

You consent to us using your personal information to provide a service to you under the terms of this Contract. Personal information may be shared with our service providers, including your local distributor, Meter Coordinator, Meter Provider and, if applicable, Centrelink.

Amber may require its' agent Energy Locals to assist in managing your electricity account, and so will need to share your personal information with Energy Locals. This may include your name, email address, postcode, date of birth, address, identification details, usage information, payment details, concession details or life support information. By entering into this contract you agree that we may exchange your personal information in this way.

By entering into this contract you also agree that we may exchange your personal information with other credit providers under the Privacy Act 1998 for the purpose of assessing an application by you for credit; notifying other credit providers

of a default by you; exchanging information with other credit providers as to the status of this credit where you are in default with other credit profiles; or to assess your credit worthiness.

You acknowledge that we are not responsible for how any third-party that we provide your personal information to under this agreement handles your personal information.

If we believe that someone may have established an account with Amber for your property without your explicit consent, we may pass information to the police so that they can investigate whether someone has attempted to use your identity falsely.

Complaints and Dispute Management

We strive to deliver good service. If you feel we have not performed satisfactorily, please email us at info@amberelectric.com.au. We will follow our Complaints and Dispute Management Procedure that can be found on our website: amberelectric.com.au/terms.

If you make a complaint, we must inform you of the outcome of your complaint. If you are still unsatisfied with our response, you have the right to complain to the Ombudsman in your State:

Energy and Water Ombudsman SA

GPO Box 2947, Adelaide SA 5001
1800 665 565

Energy and Water Ombudsman NSW

Reply Paid 86550, Sydney South NSW 1234
1800 246 545
complaints@ewon.com.au

Energy and Water Ombudsman Queensland

PO Box 3640 South Brisbane BC Qld 4101
complaints@ewoq.com.au
1800 662 837

Energy and Water Ombudsman Victoria

Reply Paid 469, Melbourne VIC 8060
1800 500 509
ewovinfo@ewov.com.au

Energy and Water Ombudsman Tasmania

Energy Ombudsman, GPO Box 960, Hobart TAS 7001
1800 001 170
energy.ombudsman@ombudsman.tas.gov.au

Applicable law

The laws of the state or territory of your Supply Address apply to this Agreement. You agree to submit to the non-

exclusive jurisdiction of the courts in that state or territory.

Exclusions

Subject to the Rules and the Energy Retail Code:

- Unless we have acted in bad faith or negligently, the National Electricity Law, the Gas Industry Act and the Gas Safety Act exclude our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy;
- we are not liable to you for any loss or damage arising from this Contract;
- we are not liable and make no representation to you on the reliability, quality or safety of your energy supply (your local distributor is responsible for the physical supply) or any other goods or services provided to you under this Contract;
- you are responsible for investigating the suitability of our products before accepting them;
- we are not responsible for any representations made by third parties or for fulfilling any obligations you have if you purchase any third party products or services outside of this Contract, and we are not liable for any resulting loss or damage; and
- you indemnify us against any loss or damage connected to or arising from the use of energy supplied to you, your breach of this Contract or your negligence up to the amount we would otherwise have been able to recover under the relevant laws.

Changes to your contract

This contract may be amended in accordance with the procedures set out in the Energy Retail Code or the energy laws. We will publish any changes to this contract on our website. We may change your contract immediately if we are responding to a request you've made or to make the terms of the Contract more favourable to you, or if we're fixing a mistake in the Terms such as a typo that doesn't affect the meaning of any clause.

Definitions

acceptable identification means one or more of the following for a residential or business (partnership) customer: a driver's licence, a current passport or a valid concession card issued by the Commonwealth. For a business (company) customer: a valid Australian Company Number or Australian Business Number.

basic plan information document means the information sheet that contains the specific criteria for your chosen energy plan. All basic plan information documents are available on our website.

billing cycle and **billing period** mean the regular recurrent period for which you receive a bill from us.

business customer means a customer who purchases energy principally for business use.

business day means a day other than a Saturday or a Sunday and that is not a public holiday in your state.

customer means a person who buys or wants to buy energy from a retailer.

disconnection means an action to prevent the flow of energy to the premises, but does not include an interruption.

distributor or **distribution company** or **network company** means the entity responsible for the physical supply of energy and connection to your service address.

due date means the due date for a bill issued by us.

energy means electricity or gas.

energy fact sheet means the information sheet that contains the specific criteria for your chosen energy plan. All energy price fact sheets are available on our website.

financially responsible retailer for premises has the meaning given in the Energy Retail Code.

force majeure event means an event outside the control of a party.

GST has the meaning given in the GST Act (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 energy.

meter coordinator means the entity we appoint to arrange the installation, maintenance and replacement of the meter at your property.

meter data provider means a meter data provider under the National Electricity Rules that is accredited by and registered with the Australian Energy Market Operator.

meter provider means any or all of: Meter Provider, Meter Coordinator and Meter Data Provider as allowed for under the National Electricity Rules.

National Energy Retail Law means the Law of that name that as applied by each participating state and territory.

payment arrangement means a payment schedule where customers will make payments to Amber.

personal information means the information we may need to collect and store in order to provide our service, and which is gathered and stored in accordance with our Privacy Policy.

privacy policy means the policy available at amberelectric.com.au/privacy

public holiday means a public holiday appointed under the Holidays Act 1910 (South Australia), Public Holidays Act 1993 (Victoria), Public Holidays Act 2010 (NSW), Holidays Act 1983 (Qld), Holidays Act 1958 (ACT).

regulator means the body, department or commission authorised to regulate the industry in the state in which your supply address is located.

residential customer means a person who purchases energy principally for personal, household or domestic use at their premises.

retailer means a person that is authorised to sell energy to customers.

Rules and Energy laws mean the National Energy Retail Rules made under the National Energy Retail Law, State and Territory laws and rules relating to energy and the legal instruments made under those laws and Rules, including the Electricity Industry Act 2000 (Victoria) and Energy Retail Code (Victoria).

security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules and the Energy Retail Code.

tariff means the relevant tariff published by us from time to time.

welcome email means the email we will send you to confirm your decision to join Amber and which contains important information including links to the Energy Price Fact Sheets and these Terms.